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2021-2024

# NEGOTIATED AGREEMENT

OAPSE

Local # 163



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## **Health Insurance Plans**

**SuperMed Plus**

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**Prescription Drug Program**

**Evaluation Form**

**Improvement Plan**

**Interview Matrix**

**1    NEGOTIATIONS AGREEMENT**

2    This Agreement is made and entered into this first day of September, 2021 by and  
3    between the Willoughby-Eastlake City Board of Education, hereinafter referred to  
4    as the "Board" and the Ohio Association of Public School Employees,  
5    AFSCME/AFL-CIO and its affiliate Local #163, which is hereinafter referred to as  
6    the "Association" or the "Union".

**7    ARTICLE 1 - TERMS**

8    The terms and conditions of this Agreement are effective for the period  
commencing September 1, 2021 and terminating August 31, 2024, except  
as otherwise provided herein. However, each building will be subject to a written  
inspection in the fall and spring of each year using an agreed upon form. If 40% or  
more of the buildings fail the inspection by the spring of any given year, the contract  
will expire on June 30 of said year. The administration will provide the Union  
President a copy of the inspection schedule 2 weeks before each inspection. The  
union representative may do a pre-inspection using union leave for the purpose of  
allowing for input prior to the inspection by determining areas of concern. The  
spring inspection will be done after spring break and before May 1 each year. All  
failing scores will be forwarded to the **Superintendent's** office and the Union  
President. The building will have ten (10) working days to rectify the issues noted  
in the inspection upon which a re-inspection will be completed.

1 **ARTICLE 2 - RECOGNITION**

- 2 A. The Board of Education of the Willoughby-Eastlake City Schools hereby  
3 recognizes the Ohio Association of Public School Employees/ AFSCME/  
4 AFL-CIO, on behalf of Local 163, as the sole and exclusive bargaining  
5 representative for all employees now employed or to be employed in the  
6 following described unit for the term of this contract.
- 7 B. The bargaining unit includes all full time and regular contract employees in  
8 the following positions or classifications who are regularly assigned to a work  
9 schedule.

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

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

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

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

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

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

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

**1    ARTICLE 3 - PRINCIPLES**

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

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



1 **ARTICLE 4 - NEGOTIATION PROCEDURES**

2 I. Bargaining Procedures

3 A. Scope

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

7 B. Negotiating Teams

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

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

31 C. Request for Meetings

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

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

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

3 II. Agreement

4 A. Item Agreement

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

10 B. Agreement

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

20 C. Intent to Recommend

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

24 III. Aids to Negotiations

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

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

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

- 1 D. The parties shall jointly prepare a request for a mediator and direct
- 2 such request to the Federal Mediation and Conciliation Service. The
- 3 assigned mediator shall have the authority to call meetings for the
- 4 purpose of promoting agreement between the parties.
  
- 5 E. Should the impasse procedure not result in agreement, the parties shall
- 6 be free to exercise their rights under O.R.C. 4117.
- 7

1 **ARTICLE 5 - PAYROLL DEDUCTIONS**

2 Association Dues/Service Fee

As long as permitted by law and subject to the additional terms set forth in this Article, the Board agrees to deduct OAPSE State dues and Local dues set forth herein (current or as increased) from **employee's** salary or wages and remit the same to the OAPSE State Treasurer upon receipt of the **employee's** voluntary authorization. Such voluntary authorization of dues deduction shall be irrevocable regardless of whether the employee remains a member of the Union, for a period of one (1) year from the date of execution and shall automatically renew from year to year thereafter unless the employee serves, an executed, written revocation to the Union during the ten (10)-day period before the end of the initial one (1)-year term or any renewal year thereafter. Revocations of dues deduction authorization shall be delivered to the OAPSE State Treasurer. Within ten (10) days of a request from the Board, the Association (via OAPSE Local or State Treasurer) agrees to provide documentation that confirms and employee is an active member of OAPSE. Unless and until such documentation is provided, the Board is under no obligation to withhold dues from any affected employee.

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

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

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

1 B. The Union agrees to defend, indemnify and hold the employer  
harmless for any cost and/or liability and/or in any suit, claim, or  
administrative proceeding arising out of or connected with the  
implementation, enforcement, determination, or collection of any fees or  
dues in accordance with the Article, and reimburse the Employer for any  
costs or expenses or any other liability the Employer might incur as a  
result of the implementation and/or enforcement of the Article. For  
purposes of this section, the term "Employer" includes the Board of  
Education of the Willoughby-Eastlake City School District, its officers,  
members, agents, and employees who implement any Union dues  
and/or fees deduction.

2  
3

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

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

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

21 C. Payment Installments

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

1 **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

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

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

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

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

37 Section 2

38 a. Any grievance must be filed on the authorized form (see appendix  
39 to this Agreement).  
40

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

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

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

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

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

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

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

20 Section 3

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

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

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

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

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



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

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

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

1 **ARTICLE 7 - RIGHTS OF THE LOCAL**

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

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

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

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

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

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

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

35 H. The Local shall have one representative on the district calendar  
36 committee.  
37

1 **ARTICLE 8 – WORKERS’ COMPENSATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 (B) Testing Positive

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

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

1 **ARTICLE 9 - JOB DESCRIPTION**

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

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

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

17



1 **ARTICLE 10 - PERSONAL LEAVE**

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

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

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

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

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

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

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

**1 ARTICLE 11 - OAPSE OR UNION LEAVE**

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

4

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

14 C. OAPSE or union leave is not cumulative.

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

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

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

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

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

2 **ARTICLE 12 - EMPLOYEE EVALUATION**

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



1 **ARTICLE 14 - FORCE REDUCTION AND RECALL**

2 A. Bargaining unit positions shall be filled by employees of the Board.

3

4 B. When it becomes necessary due to lack of work, lack of funds, or job  
5 abolishment to reduce the number of positions in a job classification  
6 within the bargaining unit, the following procedure shall be used:

7 1. The Superintendent shall meet with the Union to first discuss the  
8 potential reductions. The number of people affected by such  
9 reduction will be kept to a minimum by not employing  
10 replacements, insofar as practical, for those employees who  
11 resign, retire or otherwise leave the employ of the district and  
12 vacate a position.

13 2. Employees within this bargaining unit will be reduced within a  
14 classification based on seniority. Seniority shall be defined as the  
15 employee's continuous length of service from the original date of  
16 hire by the Board. In the event an employee is laid off, said  
17 employee may displace the least senior employee within his/her  
18 classification. If there is no less senior employee within the  
19 displacing employee's classification, he/she may displace the  
20 least senior employee in the next lower classification. In either  
21 case, the employee must show to the satisfaction of the Associate  
22 Superintendent of Business that he/she has the necessary  
23 qualifications for such displacement. When a full-time employee  
24 (defined as a person working at least 40 hours per week) within a  
25 class is entitled to bump another employee in the same  
26 classification, he/she must first bump an employee employed  
27 within that classification full time, rather than an employee who  
28 is employed part time (less than 40 hours per week) in that  
29 classification and part time in a lower classification, subject to the  
30 qualification requirement set forth above. (For example, a  
31 full-time Class III has the right to bump another full-time Class  
32 III, rather than a split Class II/Class III employee.) The same is  
33 true for a person returning to the district from disability  
34 retirement or an authorized leave. If there is no other full-time  
35 employee in the class with less seniority than the bumping  
36 employee, the bumping employee may bump a split-class  
37 employee before bumping a full-time lower class employee,  
38 again, subject to the qualifications requirement set out above.  
39 The bumping employee is not entitled to choose which employee  
40 to bump, but must follow the prescribed order. Employees may  
41 not bump up in classifications. Part-time employees may never  
42 bump a full-time employee, but may only bump other part-time  
43 employees in the same or a lower class, subject to the  
44 qualifications requirement set out above. In the event it is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 37 Vacation

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

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

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

14



1 **ARTICLE 15 - JOB BID PROCEDURE**

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

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

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

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

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

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

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

21

1 **ARTICLE 16 - SICK LEAVE**

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

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

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

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

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

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

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

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

1 **ARTICLE 17 - SEVERANCE PAY**

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

13 For example:

14  
15 230 carry-over sick leave days  
16 15 sick leave for current year  
17 15 converted personal leave days  
18 260 credited days x .40 = 104 days’ severance pay

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

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

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

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

40

5. Severance pay deferral plan

1

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

2

3

**1    ARTICLE 18 - JURY DUTY**

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

**1     ARTICLE 19 - PLACEMENT ON SALARY SCHEDULE**

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

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

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

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

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

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

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



## **ARTICLE 20 - CALAMITY DAYS**

- A. Within the limits established by law, employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.
- B. Any employee required to work on a calamity day will be compensated at the rate of time and one-half (1 ½). Any employee who must report to his assignment prior to the time of school being cancelled (radio, T.V., telephone) will be paid at the rate of time and one-half (1 ½) for hours worked. The Board may, however, elect to give compensatory time or pay for the hours worked.
- C. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.

Implementation of remote learning, including but not limited to during the Covid-19 pandemic, shall not constitute a calamity day(s). Employees may be required to work such days, even if students or teachers are not in attendance. Employees will be paid for the number of hours worked or regularly scheduled to work on a remote instruction day, whichever is greater. No additional premium pay will be paid under this Article or the law.

1 **ARTICLE 21 - LEAVE OF ABSENCE**

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

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

20 While on medical leave of absence, the employee shall cease to  
accumulate sick leave. Hospitalization shall be handled in accordance  
with provisions of federal law. These arrangements are the  
responsibility of the employee.

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

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

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

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

#### 35 C. Leave without Pay

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

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

4 Such leave may be used under the following rules:

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

7 2. Such leave shall not be accumulative.

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

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

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

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

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

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

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

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

1 11. In the event leave without pay (“**docked time**”) is taken without prior  
2 approval, or taken when approval has been denied, the employee  
will be suspended without pay for three (3) days.

8 D. Maternity and Paternity Leave

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

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

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

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

29 d. Take leave as provided under the terms of FMLA.

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

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

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

4 E. Military Leave

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

F. Career and Job-Related

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

38  
39

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

- 1           5. All group health insurance benefits shall be maintained and paid for by the  
2           board for up to twelve (12) workweeks during the family leave as if the  
3           employee was not on leave. The employee remains responsible for their  
4           contributions during this twelve workweek period.
- 5           6. On return from family leave, the employee is entitled to be restored to the  
6           same position held when the leave began or to the most equivalent position  
7           if the same position is filled by another bargaining unit member as the  
8           result of a new hire or voluntary transfer.
- 9           7. This section is not intended to deprive an employee of any greater right  
10          contained in any other section of the contract or of state and federal law.
- 11          8. An employee may not be gainfully employed with another employer nor  
12          engage in self-employment while on FMLA or other sick or medical leave  
13          from the Willoughby-Eastlake City school district, unless a **physician's**  
14          certification is submitted confirming specifically that the employee is  
15          capable of the specific non-district work, but not able to carry out the  
16          functions of his/her district job; the employer also has the specific right to  
17          demand a **physician's** statement at any time and to require the employee  
18          to complete a medical examination by a physician appointed by the board.  
19          Complete information regarding FMLA appears in the appendix to this  
20          agreement.
- 21



1                    **ARTICLE 22 - CLOTHING ALLOWANCE REIMBURSEMENT**

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

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

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

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

17                    B.     All bus mechanics shall be granted a tool allowance of \$400.00 yearly.  
                    Payment shall be made at the time of the first pay in January.

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

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

35  
36

It shall be each **mechanic's** responsibility to maintain an accurate up-to-date list which describes his/her tools and to file that list with the transportation manager. It is also each **mechanic's** responsibility to produce any documentation required by the insurance company to justify replacement costs.

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

**1    ARTICLE 23 - TRAVEL ALLOWANCE**

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

1 **ARTICLE 24 - HOLIDAYS**

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

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

8 B. The following fifteen (15) holidays will be granted:

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

16 C. Any employee required to perform work on a paid holiday, shall be paid  
17 at the rate of time and one-half (1 1/2) in addition to his daily rate.  
18

1 **ARTICLE 25 - PERSONNEL RECORDS**

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

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

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

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

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

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

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

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

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

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

8

**1 ARTICLE 26 - ASSOCIATION PARTICIPATION AT BOARD MEETINGS**

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

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





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

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

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

7 The monthly charges for dependents ages 26 and 27 are determined annually by  
8 the carrier, and are in addition to charges determined by size of family shown in  
9 Tables 2 and 3.

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

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

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

#### 24 A. Coverage

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

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

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

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

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

20  
21 B. The Board shall provide a vision care program for both single and family  
22 plans for those eligible for health insurance, and pay the full costs of  
23 same and any increase thereof.

24  
25 C. Term Life Insurance

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

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

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

D. Any employee who is covered by his/her spouse's family health coverage may annually waive his/her coverage in writing and receive a cash waiver bonus of \$3,000 per year in 2021-2022 and \$2,000 per year in 2022-2023 and beyond. This option does not include to any employee who works less than 30 hours per week. The waiver must clearly explain the procedure for enrollment if a spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter. The waiver is contingent upon the employee paying back all waiver dollars to the Board if he/she rejoins the plan for any reason during the year. There shall be no insurability question if the employee enrolls in September or if he/she enrolls within ninety (90) days of the loss of coverage.

18

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

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

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

H. **When a District's employee's spouse is eligible for coverage through his/her employer or retirement plan provider the employee's spouse must obtain primary coverage through the carrier of the spouse. In the event that the spouse loses coverage with his/her employer or retirement provider, the spouse of the district employee may reenter the District's health insurance plan, beginning with the date of the loss of such coverage. Employees will be required annually to verify their spouse's eligibility of coverage in the plan of the spouse's employer or retirement provider. Any employed providing false or inaccurate information will be subject to discipline, up to and including suspension without pay or contract termination.**

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24

- I. The Board shall adopt such plans as may be required/permitted by law to provide employees an exemption from payment of income taxes on health insurance plans.
  
- J. Effective July 1, 2021, the employee premium contributions for medical, drug, dental and vision coverages shall be:

	Medical	Dental	Vision	Total Monthly
Single	\$126.00	\$ 5.00	\$1.00	\$132.00
Single +1	\$252.00	\$10.50	\$1.50	\$264.00
Family	\$424.00	\$18.00	\$2.00	\$444.00

Employees may enroll in any of these plans or combination thereof. In order to qualify for the insurance waiver, the employees must decline the medical, dental, and vision plans.

**1    ARTICLE 28 - NO STRIKE PLEDGE**

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

1 **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

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

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

**1     ARTICLE 30 - CONTRACTING OUT**

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

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

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

14



**1     ARTICLE 31 - UNION REPRESENTATIVE**

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

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

10

**1    ARTICLE 32 - UNION VISITATION**

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

**1     ARTICLE 33 - PROBATIONARY PERIOD**

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

9  
10    All promotions or transfers will be for a probationary period of fifteen (15) working  
    days to allow the Board to determine the fitness and adaptability of the employee  
    to do the work required. This period may be extended by up to ten (10) days by  
    mutual agreement between the Board of Education and the employee. Either the  
    employee or the Employer shall have the option of returning the employee to  
    his/her previous position during this probationary period. At the conclusion of the  
    probationary period, the employee shall be appointed to the new position.

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

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

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

**1    ARTICLE 34 - ADMINISTRATIVE MEETINGS**

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

**1    ARTICLE 35 - REIMBURSEMENT OF FEES**

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

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

9

**1    ARTICLE 36 - CLASSIFICATION PAY**

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

10

1 **ARTICLE 37 - HOURS OF WORK**

- 2 A. The standard work day for bargaining unit members is eight (8) hours,  
3 including two (2) paid fifteen (15) minute breaks. A regular building  
4 custodian may substitute for other custodians and may work up to four  
5 (4) additional hours per day for a period not to exceed ten (10)  
6 consecutive working days. The employee must then return to a regular  
7 eight (8) hour shift for five (5) consecutive days, after which the  
8 employee may again work overtime as per the above periods. Within  
9 each building overtime shall be offered to regular custodians before  
10 offered to substitutes.
- 11 B. All hours over forty (40) worked in one week shall be paid at time and  
12 one-half (1 1/2), travel time between buildings shall be counted as  
13 hours worked. Holidays, calamity, and compensation time shall be  
14 considered as days worked. Sick, personal, and vacation will not be  
15 counted for purposes of calculating overtime. A vacation day can be  
exchanged for a compensation day as long as it is available for up to five  
(5) days after the use of the overtime day. This request must be made  
to the human resources classified assistant.
- 16 C. All personnel required to report back to work after the completion of  
17 the normal work assignment shall receive a minimum of two (2) hours  
18 payable at the regular rate unless the additional time meets the  
19 requirements for overtime. An employee has two options in a "call-in"  
20 situation: 1) Work the entire day of the call-in and "bank" compensatory  
time; or 2) work the entire day to be paid in cash.
- 27 D. Employees called out for emergency snow removal shall receive  
28 pay at time and one half (1 ½) of their regular rate for all hours worked,  
29 11 p.m. and 4 a.m. the next day.
- 30 E. For those employees not assigned to a particular building, overtime  
31 assignments shall be offered on a rotating basis by job titles within job  
32 classifications. For employees assigned to a particular building,  
33 overtime assignments shall be offered on a rotating basis to employees  
34 working in the building within the job classification. In situations  
35 where overtime overlaps into the next shift or weekends and is offered  
36 in equal hour increments, it shall be awarded on a rotation basis. If the  
37 employees eligible for the assignment refuse the offer of overtime, the  
38 employer shall have discretion over how that overtime assignment is  
39 distributed. The employer shall determine the amount of overtime  
40 available to unit members. A recurrent overtime situation, i.e., one  
41 which can be expected to continue on a regular and predictable day of

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

6 F. By mutual agreement of the administration and employee, overtime  
7 worked may be paid in compensatory time rather than cash. Rates of  
8 accumulation and maximum hours of compensatory time shall be in  
9 accord with provisions of the Fair Labor Standards Act. No more than  
10 fifteen (15) days compensatory time may be accumulated before being  
11 taken. Compensatory time shall not extend beyond the contract year  
12 in which it is earned, or cash payment must be made. The days during  
13 which compensatory time may be taken must be approved by the  
14 supervisor so that no disruption of work will occur.

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

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

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

23 J. The process for assigning overtime for custodial staff shall be made on the  
basis of building seniority, and rotated in order as such assignments are  
identified. The process shall provide for refusal of overtime, and shall not  
exclude the plant supervisors; nor shall it guarantee a minimum amount of  
overtime for an employee.

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**1    ARTICLE 38 - LUNCH TIME**

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

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

**1    ARTICLE 39 - BREAKS**

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

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

9

1 **ARTICLE 40 - VACATIONS**

2 A. Vacation periods for twelve-month employees will be calculated on the  
3 basis of the service rendered. Such vacation shall accrue on a monthly  
4 basis from the date of initial employment with the Board. The amount  
5 to be accrued for each employee will be determined as shown in  
6 the vacation table below. If a fraction of a day results and the fraction  
7 is less than or greater than a half-day, the fractional day cannot be  
8 taken; the employee must wait until either a half-day or full day of  
9 vacation has been accrued to take that day. For the purpose of  
determining the rate of vacation accrual, the first year of employment  
will result in a full year of vacation service (see vacation table),  
providing the hire date occurs before February 28<sup>th</sup>. The anniversary  
date, for vacation accrual purposes, will then be September 1<sup>st</sup> of every  
year. However, no retroactive vacation days shall be granted under this  
or any other provisions of this Agreement. The minimum rule of six  
months' employment before accrued vacation may be taken shall be  
maintained, unless the Associate Superintendent for Business  
(or Business Manager) shall decide that such unusual circumstances  
exist as to warrant an exception; as with all previous employees, periods  
spent as a substitute before entering full contractual status will not be  
counted toward accrual time of vacation time, and in no case shall any  
employee be entitled to more than 21 days' vacation, as shown elsewhere  
in this article.

30  
31 No provision of this section shall be interpreted in such a way as to impact  
32 upon an employee's salary/wage schedule placement, nor shall it  
33 alter the method of determining seniority rankings.  
34

35 B. Vacation table:

36	During 1 year through 6 years:	0.834/month
37	During the 7 <sup>th</sup> year:	0.917/month
38	During the 8 <sup>th</sup> year:	1.00/month
39	During the 9 <sup>th</sup> year:	1.084/month
40	During the 10 <sup>th</sup> year:	1.167/month
41	During the 11 <sup>th</sup> year:	1.250/month
42	During the 12 <sup>th</sup> year:	1.333/month
43	During the 13 <sup>th</sup> year:	1.417/month
	During the 14 <sup>th</sup> year:	1.50/month
	During the 15 <sup>th</sup> year:	1.583/month
	During the 16 <sup>th</sup> year:	1.667/month
	During the 17 <sup>th</sup> year:	1.75 per month

- 1 C. No vacation may be taken until the end of the first six months of  
2 employment, and at which time no more than five (5) days may be  
3 taken, and only with the approval of the employee's supervisor.  
4  
5 D. Vacation may be advanced to an employee only under unusual  
6 circumstances and only with the prior approval of the Superintendent  
7 or designee.  
8  
9 E. Vacation time may be accumulated for no more than one (1) contract  
10 year.  
11 F. Upon separation from employment, an employee shall be paid up to  
12 three (3) years of accumulated vacation days that were accumulated  
13 prior to August 31, 2021.  
14 G. Requests for use of vacation must be submitted in writing at least  
15 seventy-two (72) hours prior to the desired day of use. This policy may  
16 be waived by the Assistant Superintendent/Coordinator of Operations &  
17 Security/ Facilities & Transportation Manager/designee for unusual  
18 or emergency circumstances.  
19  
20 H. Bus mechanics may take earned vacations at any time of the year,  
21 except at such time as the Director of Transportation may indicate to  
22 the Associate Superintendent for Business/Business Manager that  
such vacations will unreasonably interfere with the operation of the  
transportation department, in that situation only one mechanic may be  
absent. If more than one mechanic has requested vacation at that time,  
the most senior mechanic may be absent.
- 18 I. Truck drivers, maintenance workers, warehouse personnel and  
19 custodial personnel may take vacation earned at any time of the year,  
20 except two weeks prior to the opening of school, with the prior approval  
21 of the immediate supervisor.  
22

1 **ARTICLE 41 - LICENSES**

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

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

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

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

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

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

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

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

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

**1     ARTICLE 42 - HEALTH & SAFETY**

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

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

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

**1 ARTICLE 43 -- DRUG AND ALCOHOL POLICY**

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

**1     ARTICLE 44 - RIGHTS OF THE BOARD**

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



**ARTICLE 45 – WAGES**

Custodians, Maintenance,  
Mechanics Salary Schedule  
2021-2022

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

Base Salary - 2021-2022 school year increase by 0%, plus a stipend of \$1000 for full-time employees payable on the first pay in December 2021.

Custodians, Maintenance,  
Mechanics Salary Schedule  
2022-2023

	General Cleaning	Assistant Custodian	Custodian (Unsupervised) Asst. Day Custodian	Truck Driver	Grounds Maintenance	Utility Bus Mechanic, Assistant Maintenance	Journeyman Painter, Mason, Carpenter, Electrician, HVAC Plumber Bus Mechanic	Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
<b>Step</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV A</b>	<b>Class IV B</b>	<b>Class V</b>	<b>Class VI</b>	<b>Class VII</b>
0	16.74	21.18	21.87	21.87	21.87	22.47	26.23	26.63
1	17.32	21.96	22.47	22.47	22.47	23.10	26.93	27.36
2	17.66	22.30	22.82	22.82	22.82	23.41	27.28	27.63
3	17.97	22.66	23.06	23.06	22.06	23.66	27.55	27.90
4	18.27		23.39	23.39	23.39	24.02	27.93	28.22
5	18.57		23.72	23.72	23.72	24.25	28.11	28.45
6					24.08	24.61	28.51	28.79

Base Salary - 2022-2023 school year increase by 1.25%.

Custodians, Maintenance,  
Mechanics Salary Schedule  
2023-2024

	General Cleaning	Assistant Custodian	Custodian (Unsupervised) Asst. Day Custodian	Truck Driver	Grounds Maintenance	Utility Bus Mechanic, Assistant Maintenance	Journeyman Painter, Mason, Carpenter, Electrician, HVAC Plumber Bus Mechanic	Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
<b>Step</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV A</b>	<b>Class IV B</b>	<b>Class V</b>	<b>Class VI</b>	<b>Class VII</b>
0	17.07	21.60	22.31	22.31	22.31	22.91	26.76	27.16
1	17.67	22.40	22.91	22.91	22.91	23.55	27.47	27.90
2	18.01	22.74	23.28	23.28	23.28	23.87	27.82	28.18
3	18.33	23.11	23.52	23.52	23.52	24.13	28.10	28.46
4	18.63		23.85	23.85	23.85	24.49	28.49	28.78
5	18.94		24.19	24.19	24.19	24.73	28.67	29.02
6					24.56	25.10	29.08	29.36

Base Salary - 2023-2024 school year increase by 1.99%.

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

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

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

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

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

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

**ARTICLE 46 – PROOFREADING**

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

ARTICLE 47 - COMPLETE AGREEMENT

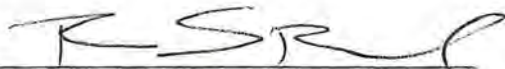
The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations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

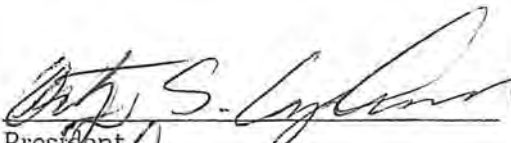
The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

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

For the Board of Education:


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

  
Board President

  
President

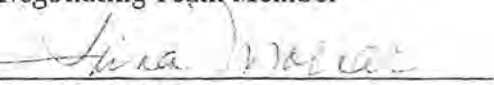
  
Treasurer

  
Negotiating Team Member

  
Superintendent

  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member  
  
OAPSE Field Representative

**ARTICLE 47 - COMPLETE AGREEMENT**

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

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

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

For the Board of Education:

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
OAPSE Field Representative

### Compensatory Time Documentation

Employee's Name: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

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

<b>Date Earned</b>	<b>Amount Earned</b>	<b>Date Used</b>	<b>Amount Used</b>	<b>Employee &amp; Supervisor Signatures</b>



**Grievance Form**

Grievance No. \_\_\_\_\_

Date: \_\_\_\_\_

Date alleged violation occurred: \_\_\_\_\_

Initiated:        Step I: \_\_\_\_\_(Date)

                      Step II: \_\_\_\_\_(Date)

                      Step III: \_\_\_\_\_(Date)

                      Step IV: \_\_\_\_\_(Date)

Statement of Grievance:

Facts:

Remedy Requested:

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

\_\_\_\_\_  
(Employee's Signature)



Request for Medical Leave

(Classified Personnel)

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

\_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_.  
(Beginning Date) (Ending Date)

My reason for the leave is: \_\_\_\_\_Personal Illness  
\_\_\_\_\_Personal Disability  
\_\_\_\_\_Other Illness/Disability

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Job Assignment)

\_\_\_\_\_  
(Building)

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



**Job Consideration Request**

To: Personnel Office

From: \_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Present Position)

\_\_\_\_\_  
(Present Building)

Date: \_\_\_\_\_

Please consider me for the following position:

Posting No. \_\_\_\_\_ Building: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Other Comments:

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

## **Accident Review Procedure**

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

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

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

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

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

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

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

It shall be the duty of the Review Panel to:

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

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

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

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

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

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





**Willoughby - Eastlake City Schools**  
Non-Grandfathered Benefits



Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible - Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Maximum Out of Pocket (MOOP) <sup>7</sup> (including Deductible, Coinsurance Out of Pocket Maximum & Copays) - Single Family	\$6,350 / \$12,700	Does Not Apply
Office Visit (Illness/Injury) <sup>2</sup> PCP includes Family Practice, General Practice, Internal Medicine, Pediatrics/Neonatology, Obstetrics and Gynecology and Psychiatry / Psychologist Specialist includes all other providers not listed Above as PCP's	\$25 copay, then 100% (PCP) \$35 copay, then 100% (Specialist)	\$25 copay, then 70% after deductible (PCP) \$35 copay, the 70% after deductible (Specialist)
Urgent Care Facility Services <sup>2</sup>	\$25 copay, then 100% (PCP)	\$25 copay, then 70% after deductible (PCP)
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) <sup>3</sup>	90% after deductible	70% after deductible
<b>Preventative Services</b>		
Preventive Services, in accordance with State and Federal law <sup>4</sup>	100%	70% after deductible
Office Visit/Routine Physical Exams <sup>2</sup>	100%	70% after deductible
Well Child Care Services including Exam, Immunizations and Laboratory Tests (Unlimited; Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Sigmoidoscopy	100%	70% after deductible
Routine Colonoscopy (Age 50 and over)	100%	70% after deductible
All Routine Lab, X-rays and Medical Tests (Including, but not limited to; PSA and Bone Density Tests)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible

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

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

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

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

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

---

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

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

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

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

<sup>5</sup>Copay waived if admitted.

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

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

**Dental Plan  
(with Orthodontia)**

<b>General Provisions</b>	
Benefit Period	January 1thru December 31
Dependent Age Limit	19/26 Student Removal upon end of month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per member)	\$1,000
<b>Preventive Services</b>	
Oral Exams –two per benefit period	100% UCR
Bite Wing X-Rays –two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Full Mouth/Panorex X-rays - one per 36 months	100% UCR
Tests and Lab Exams	100% UCR
Prophylaxis -two per benefit period	100% UCR
Fluoride treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers -limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment - includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations & Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
<b>Complex Services</b>	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays -one every five years per tooth	80% UCR after deductible
Crowns – one every five years per tooth	80% UCR after deductible
Bridgework (Panties & Abutments) - one	80% UCR after deductible

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

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

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

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

## Vision Plan

Benefit	Provision
Benefit period	January 1 thru December 31
Dependent Age Limit	19 /26 Student Removal upon end of month
Vision Examination	(One per benefit period) \$50 per exam
Frames	(One per two benefit periods) \$75 per frame <sup>1</sup>
Prescription Lenses Single Vision lenses Bifocal lenses Trifocal lenses Lenticular single lenses Lenticular bifocal lenses Lenticular trifocal lenses	(One per benefit period) \$45 per pair \$55 per pair \$65 per pair \$175 per pair \$175 per pair \$175 per pair
Contact Lenses Medically Necessary Cosmetic	(One per benefit period) \$150 per pair \$80 per pair <sup>2</sup>

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

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

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

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

## Hearing Plan

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

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

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

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

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

**MEDICAL  
MUTUAL LN**

Willoughby-Eastlake City Schools  
Prescription Drug Program

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

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

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

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

**Covered:**

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

**Excluded:**

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

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

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

<sup>1</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

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



# Willoughby-Eastlake City Schools Custodian Evaluation Instrument

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

School/Location: \_\_\_\_\_

Classification: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

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

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

**Supervisor's Comments:**

\_\_\_\_\_

**Signature of Supervisor**

\_\_\_\_\_

**Date**

**Employee's Comments:**

\_\_\_\_\_

**Signature of Employee**

\_\_\_\_\_

**Date**



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

**Willoughby-Eastlake City Schools  
Improvement Plan**



Name \_\_\_\_\_

Date \_\_\_\_\_

Follow-Up Meeting Date \_\_\_\_\_

**Define the Problem:**

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

Employee Signature: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

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Candidate:

Position:

Date Prepared:

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INTERVIEW MATRIX	
Matrix	Score
Evaluation	0.0
Work History	0.0
Qualification Test	0.0
Seniority	0.0
Interview	0.0
Job Fit	0.0
Candidate Scored 0.0 out of 50.0	

Current School Year	2021
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EMPLOYMENT	EVALUATION	EMPLOYMENT	WORK HISTORY	SENIORITY	
HISTORY		HISTORY		Years of Exp.	
2020-2021		2020-2021		<b>Score</b>	<b>0.0</b>
2019-2020		2019-2020		QUALIFICATION TEST	
2018-2019		2018-2019		Test Score	
2017-2018		2017-2018		<b>Score</b>	<b>0.0</b>
2016-2017		2016-2017		JOB FIT	
<b>Avg. Score</b>	<b>0.0</b>	<b>Avg. Score</b>	<b>0.0</b>	Test Score	
				<b>Score</b>	<b>0.0</b>
<b>INTERVIEWER'S RECOMMENDATION</b>					
INTERVIEW #1	INTERVIEW #2	INTERVIEW #3	INTERVIEW #4	INTERVIEW #5	<b>AVG. SCORE</b>
					0.0