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NEGOTIATED AGREEMENT

BETWEEN THE

**KIRTLAND LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

KIRTLAND OAPSE LOCAL 366 ASSOCIATION

**2022-2023
2023-2024
2024-2025**

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ARTICLE I— RECOGNITION

Section 1

- 1.1 This Agreement is entered into by the Kirtland Local Board of Education (hereafter referred to as the “Board”) and the OAPSE/AFSCME Local 4 and its affiliate OAPSE Local 366 (hereafter referred to as the “Association”). The male pronoun or adjective where used herein refers to female also unless otherwise indicated. The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and the Association. It is the intent and purpose of this contract to assure sound and mutually beneficial economic and employment relations between the parties hereto; to establish an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievances and to set forth here in Article form of this Agreement between the parties, the procedures necessary for the implementation of negotiations.
- 1.2 Bargaining unit personnel shall perform bargaining unit work, which has customarily been performed by the bargaining unit. The work shall be within the scope of the bargaining unit’s ability to perform same and has, as a practice, not been subcontracted.
- 1.3 The Board recognizes the Association as the sole and exclusive bargaining representative for all non-teaching employees; including all full time and regular short hour employees in the classifications as listed:
- A. Account Clerk
 - B. Bus/Pupil/Staff Support Aide/Inventory Aide
 - C. Head Bus Driver
 - D. Bus Driver
 - E. Head Cook/Cashier/ Cafeteria Staff
 - F. Educational Aide/Library Aide
 - G. Head Mechanic/Vehicle Maintenance
 - H. Health Aide
 - I. Maintenance, Maintenance II, Custodian I, Groundskeeper/Custodian, Custodian II/Custodian III
 - J. Network Coordinator
 - K. School Secretary/Payroll Clerk/Transportation Secretary/ Board Office Administrative Secretary/ Guidance Secretary
 - L. PT Floating Custodian (8 hours per week)
 - M. Low Incidence Bus Aide

Exclusions: Secretary to the Superintendent, all employees contracted under O.R.C. 3319.02, short-term and long-term substitutes, seasonal and temporary employees. Each individual seasonal employee shall only be engaged for a period not to exceed ninety (90) calendar days in a one (1) year period. No seasonal or temporary employees shall perform work of a laid-off bargaining unit employee.

- 1.4 For the purpose of this Agreement Section 1.2 shall be considered as a combined single unit defined as the Bargaining Unit.
- 1.5 If the Board creates a new classification it shall be included in the Association’s bargaining unit if such classification work is related to the Association’s current bargaining unit. If there is a question concerning the appropriateness of including said new classification, the Board and the Association shall meet to discuss the inclusion or exclusion of said classification. Should the parties be unable to reach agreement on the matter, it shall be submitted to an arbitrator whose decision shall be final and binding. The parties agree to utilize the streamlined or expedited method of arbitration in matters concerning reclassification and inclusion or exclusion of new or existing classifications.

- 1.6 The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.
- 1.7 The Association has bargaining rights for all employees in the bargaining unit on the following subjects:
- 1.7.1 Wages, hours, fringe benefits and other matters of economic welfare
 - 1.7.2 Working conditions
 - 1.7.3 Grievance Procedure
 - 1.7.4 Membership Deductions
- 1.8 In the event an employee organization petitions the Board to be recognized as the bargaining agent, said petitioner shall petition in accordance with appropriate sections of ORC 4117.

ARTICLE II — NEGOTIATIONS PROCEDURES

Section 1

1.1 Negotiating Teams

- 1.1.1 The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) each. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives of the other party.
- 1.1.2 While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.
- 1.1.3 When agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Association for ratification. Following such ratification, it shall be submitted to the Board for ratification and adoption. When adopted by the Board, the Agreement shall become a contract and thus be binding on both parties. Said Agreement shall be signed by the Board's representatives and the Association's representatives. When adopted by the Board, the Agreement shall become part of the official board minutes and become binding on all parties.

1.2 Negotiation Meetings

- 1.2.1 All days referred to herein shall be construed as school days so designated in the adopted school calendar. Procedure involving non-school days would require mutual agreement. If the Board or its designated representatives desire to set a negotiating meeting during the normal school work day, all of the negotiating team employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours will not be so affected.
- 1.2.2 Each negotiation meeting will be held in private in accordance with O.R.C. 4117.

1.3 Consultants

- 1.3.1 In addition to the negotiating teams; each team shall be authorized to admit no more than two (2) consultants to negotiating meetings. Consultants may interchange with members of the team as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time.
- 1.3.2 The intended use of such consultants shall be notified to the Board or the Association prior to all negotiation meetings.

Section 2 Notification

- 2.1 Negotiations under this contract shall be initiated by either party upon written notice to the other party not more than one hundred ten (110) calendar days, but not less than ninety (90) calendar days, prior to the expiration date of this Agreement. Within ten (10) calendar days of receipt of such request, the Association and the Board shall agree on a mutually acceptable meeting date. The Board and the Association shall adhere to the principles of good faith collective bargaining as outlined under Section 4117.01 of the O.R.C. The parties shall meet to bargain collectively on wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing condition of this contract between the Board and the Association.

Section 3 Bargaining

3.1 Initial Bargaining Session

- 3.1.1 Once the meeting date, time and place have been established by both parties, the following procedure will be followed: In the first meeting, the Association will present its written proposals and give an explanation. The second meeting will be scheduled to give the Board sufficient time to return with written counter-proposal and render an explanation. Subsequent meetings will be held to negotiate the proposals, until a tentative agreement is reached.

3.2 Caucus

- 3.2.1 Upon receipt of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

3.3 Exchange of Information

- 3.3.1 The Superintendent shall furnish the Association, and the Association will furnish the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations, such as financial conditions of the district by the Superintendent or comparable wages and conditions by the Association.

3.4 Rights of Individuals

- 3.4.1 Negotiations shall be conducted only in accordance with Article II of this Agreement. All members of the Negotiation Teams shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

3.4.2 Tentative Agreement

Tentative agreement on any contract language shall be reduced to writing and initialed and dated by the Chairpersons of both negotiating teams.

3.5 Progress Reports

- 3.5.1 Periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties. However, once impasse is declared, the parties may issue reports and press releases without approval of the other party.

- 3.5.2 The Association retains the right to issue general reports to its membership on the progress of negotiations.

Section 4 Dispute Resolution

4.1 Impasse

- 4.1.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring an impasse. If an impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by the parties. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service, (FMCS).
- 4.1.2 Costs and expenses, if any, which may be incurred in securing and utilizing the services of FMCS, shall be shared equally by the Board and the Association.

ARTICLE III — GRIEVANCE PROCEDURES

Section 1 Purpose

- 1.1 The purpose of this procedure is to secure at the lowest possible administrative level, equitable and just solutions to claims that violations of a term or provision of this Agreement, Board Policies, Rules and Regulations and fair treatment have occurred.

Section 2 Definitions

- 2.1 A grievance is a written claim filed by a classified employee, group of employees, or Association, alleging that there has been a violation, misapplication, or misinterpretation of a term or provision of this Agreement, Board Policies, Rules and Regulations or fair treatment.
- 2.2 Grievant - A grievant shall be defined as a classified employee, group of employees, or Association who has a grievance as defined in specification 2.1, above.
- 2.3 Days - Days shall be defined as work days (Monday – Friday) except as otherwise indicated.
- 2.4 Association - The term Association shall be OAPSE/AFSCME Local 4 and its affiliate OAPSE Local Chapter #366.
- 2.5 Administration - The term Administration shall be Superintendent, Principals, Supervisors, and Treasurer.

Section 3 Processing of Grievances

3.1 Level I - Immediate Supervisor

- 3.1.1 The grievant must within twenty (20) days of the time the grievant knew or should have known of the occurrence, which constitutes the basis of the grievance, file the grievance in writing with his/her immediate supervisor. The immediate supervisor shall schedule a hearing within five (5) days of the receipt of the grievance.
- 3.1.2 Within five (5) days after the conclusion of the grievance hearing, the supervisor shall inform, in writing, the grievant of his/her decision in the matter. A copy of the decision will be supplied to the grievant, the Superintendent, and the Association.

3.2 Level II

- 3.2.1 If a grievance is not resolved or disposed of at Level I, in accordance with specified procedure, the grievant may appeal the grievance to the Superintendent or his/her designee within seven (7) days of receiving the Level I response. The Superintendent or designee shall arrange a

meeting with the grievant and his/her designated representatives to take place within ten (10) days of his/her receipt of the appeal. Hearing procedures shall be mutually established.

- 3.2.2 Within five (5) days of the conclusion of the hearing, the superintendent or his/her designee shall inform, in writing, the grievant, supervisor, and the Association of the disposition of the grievance.

3.3 Level III

- 3.3.1 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no position has been made within the time limits, the grievant may appeal the grievance to the Board of Education through the Treasurer of the Board within seven (7) days of receiving the Level II response. The notice of appeal shall be hand-delivered or sent by registered mail. The Board shall arrange a hearing with the grievant and/or his/her designated representative in an executive session at the next regular Board Meeting, which is held at least ten (10) days after receipt of the appeal unless waived by the Board. Within seven (7) days of the conclusion of the hearing, the Board shall inform in writing all parties and representatives in attendance of the disposition of the grievance.

3.4 Level IV

- 3.4.1 If the grievant is not satisfied with the disposition of the grievance at Level III, or if disposition has not been made within the time limits, the grievant may appeal as follows:

3.4.1.1 If the grievance arises from an alleged violation, misapplication of a specific term of this Agreement between the Board of Education and the Association, within twenty (20) working days of the decision at Level III, the grievant may appeal the grievance to binding arbitration by giving written notice to the Board of his/her intent to seek arbitration.

3.4.1.2 Within ten (10) days after said notice, representatives of the Board and the grievant shall meet and select an arbitrator or request the American Arbitration Association to furnish a list of names. Names shall be stricken alternately from the list until one is left. That person will be the arbitrator. A flip of a coin shall decide which party shall strike the first name.

3.4.1.3 The hearing and the other procedures shall be governed by the rules and regulations of the FMCS. Expenses and fees of the arbitrator shall be borne equally by the Board and the grievant. Expenses and fees of the arbitrator shall be borne equally by the Board and the grievant. Transcripts will be made of the proceedings by a court reporter of all arbitrations. The cost of court reporter will be shared equally. Neither party will be expected to pay the opposing parties request for written copies of the transcript, electronic copies will be mutually requested.

Section 4 General Procedure

- 4.1 Grievances filed by various individuals, arising out of the same or similar circumstances and filed at or about the same time, may be consolidated for hearing purposes. Each case shall be considered on its individual merits, but any relief awarded will be applicable to all those similarly affected.

- 4.2 A grievant shall have the right of representation at all steps of the grievance procedure including the informal level.

- 4.3 It is usually desirable for an employee and his/her immediately involved supervisor to resolve problems in free and informal communication.

- 4.4 Any time limits specified herein may be shortened or extended by written agreement.
- 4.5 When a grievance is submitted within fourteen (14) calendar days of the last day of school, the time limits shall be defined to include all weekdays to enable the grievance to be resolved as soon as possible.
- 4.6 When the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of this procedure. Any level may also be waived by mutual agreement.
- 4.7 If a grievance arises from the actions of an authority other than the immediate supervisor, or is concerned with system-wide policy, it may be submitted at Level II of this procedure.
- 4.8 The Administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party and not prescribed by law or Board policy from the processing of a grievance.
- 4.9 The aggrieved employee(s), his/her Chapter Chairperson and any necessary witness, shall not lose any regular straight time pay for any time off the job while attending any arbitration proceeding.
- 4.10 A grievance may be withdrawn without prejudice to the positions taken by the parties at any time prior to the decision of the Board of Education at Level III.

ARTICLE IV — ASSOCIATION RIGHTS/DUES

Section 1 Association Rights

1.1 Annual Conference

- 1.1.1 The Board will grant release time for two (2) authorized delegates to attend the Annual State Conference. Total time allotted shall not exceed ten (10) working days.
- 1.1.2 All members of Chapter 366, employed by the Kirtland Board of Education, shall be paid for their attendance at the Annual Northeast District Meeting. Payment will depend on proof of attendance that is provided by the hosting local association. This meeting is held concurrently with NEOEA Day. Any employee scheduled to work on NEOEA Day who does not attend the Annual Northeast District Meeting must work that day to be paid and will remain on their scheduled shift, unless approved by the Superintendent or his/her designee.

1.2 Association Visitation

- 1.2.1 For the purpose of ascertaining whether or not this contract is being followed and/or to attend meetings with the Administration or membership, non-employee representatives of the Association shall follow the Board procedures for persons visiting the school facility. Such visits shall not interfere with the work of any employee of the Board. Non-employee representatives of the Association may enter the premises of any operation of the Board between the hours of 8:00 AM and 4:00 PM, unless such visit is to the bus garage or to second or third shift employees whose hours vary from the standard work day.
- 1.2.2 With approval of the Superintendent, the Board shall allow reasonable time for the Union's Local President and Grievance Chairperson to conduct Union business during regular working hours of the Board without loss of regular pay.

Section 2 Association Dues

- 2.1 The Board agrees to deduct from the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by any employee that is received from the OAPSE state office.

- 2.2 Monthly payroll deduction shall be forwarded to the OAPSE/AFSCME Local 4 and its affiliate OAPSE Local 366 State Treasurer.
- 2.3 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise of or by reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Association. Should this indemnification agreement be found invalid or void by any court, the entire Article IV, Section 2 may be reopened for negotiations by request of either party.
- 2.4 Withholding of Association dues obligations will be deducted by written authorization from the employee. Deductions of Association dues shall be continuous unless revoked in writing by the employee in accordance with the procedure listed in the membership application signed by the employee. Upon notice from OAPSE of an employee's timely and effective revocation, the Treasurer will immediately cease collecting dues. In order to determine whether any such revocation is deemed effective, the Association will provide the District with proper documentation upon request.
- 2.5 Association dues shall be deducted on a semi-monthly basis.

ARTICLE V — ADDITIONAL PAY/COMPENSATION

Section 1 Overtime Pay

- 1.1 Overtime pay rate of time and one-half shall be paid to classified employees. The overtime rate shall apply to hours beyond the regular forty hours (40) per week when the employee is required to work by his/her supervisor. No overtime will be paid unless prior approval is granted by the principal or superintendent. All overtime hours will be paid on hours worked in a workweek consisting of 40 hours. Holiday hours will count as hours worked for the purposes of calculating overtime hours for the workweek in which the holiday falls.
- 1.2 All employees who work on a recognized holiday shall receive time and one-half their regular pay rate for all hours worked on the holiday in addition to their regular pay as provided for in this Article, Section 4. All employees scheduled to work on a Sunday and do work will be paid at time and one-half (1.5x) their regular hourly rate. Employees who work on a Sunday due to an emergency as determined by the Superintendent or his/her designee shall receive two times their regular rate of pay.
- 1.3 The Board will endeavor to make an equitable distribution of overtime among employees within a classification.
- 1.4 Employees have the option to accrue compensatory time in lieu of overtime pay at the rate applicable for overtime or holiday pay if approved by the Administration in advance. If an employee works less than or equal to 40 hours in the workweek, then compensatory time is accrued at the equivalent of regular time. If an employee works more than 40 hours in the workweek, then compensatory time is accrued at the equivalent of time and a half. Compensatory time may be accrued and used in accordance with the Fair Labor Standards Act.
- 1.5 Compensatory time shall be in accordance with the following tenets of the Fair Labor Standards Act:
 - 1. accrued compensatory time cannot be carried over from one school year to another school year
 - 2. overtime must be authorized by the employee's supervisor
 - 3. written documentation is required for any overtime worked by an employee the maximum amount of compensatory time that can be accrued in any school year is limited to 240 hours which includes 80 hours per year of compensatory time for working District functions.

All compensatory time must be taken in the school year in which it is earned. The minimum amount of time that may be taken is two (2) hours. Any compensatory time not taken by the end of the school year

in which it is earned shall be paid at the applicable rate. In an emergency, the Board may require payment in lieu of compensatory time.

If a non-school-related event requires work to be performed over the weekend, then no compensatory time will be paid for time worked over forty hours.

Any work beyond these 40 on site hours must be previously approved by their Principal or their Supervisor. An employee should use his/her best efforts not to request the use of earned compensatory time when school is in session or to extend a vacation. However, an employee may utilize compensatory time during the school year and/or to extend a vacation, provided the Director of Facilities & Grounds approves such usage. The Director of Facilities & Grounds: (i) shall not unreasonably withhold or delay approval of compensatory time usage; and (ii) shall consider each request for compensatory time usage on a case by case basis and on a first come first served basis by building. Representatives of the Board and Union shall meet and create a compensatory time usage calendar containing generally available and unavailable compensatory time usage dates covering the term of this Agreement.

- 1.6 Distribution of overtime will be by building during the current contract year. If the building's custodial staff is not interested, the opportunity will be offered to the district contracted custodial employee, by classification, with the most seniority and so on until accepted. If not accepted by contracted custodial staff, the district will then contact a non-contracted substitute to work the overtime hours.

Section 2 Calamity Days

- 2.1 In the event the superintendent of schools closes the schools, those employees who, by virtue of their jobs, are required to perform duties on those days, shall be paid for the hours worked. Pay shall be at full rate and be in addition to the regular salary, or compensatory time off in equal amount shall be granted. Employees not required to work shall receive their regular salary.

2.2 Remote Learning

Implementation of remote learning, including but not limited to, during the Covid-19 pandemic, shall not constitute a calamity day(s), regardless of the underlying reason for implementation of remote learning. Should the Superintendent, in his/her sole discretion, determine remote learning to be necessary, employees shall perform the duties of their positions on such remote learning days, even if students or teachers are not in attendance, unless otherwise directed by the Administration. Employees will receive their regular rate of pay for work performed on a remote instruction day. No additional premium will be paid for such work under this provision or current law.

Section 3 Vacations

- 3.1 Determination and Categories. For the purposes of determining what constitutes a "year" under Sections 3.1.1.1 through 3.1.1.4 below, the employee's hire date, as established by Board resolution, shall be used to measure his/her vacation entitlement. The employee's first full "year" of service shall be measured from his/her contracted hire date through his/her anniversary date. For example, an employee hired on October 15, 2008 will achieve a "year" of service for vacation purposes on October 15, 2009. Subsequently, this employee will earn another "year" of service on his recurring anniversary date (e.g., October 15th of each year going forward) as long as the individual remains an employee of the Board throughout this timeframe. The definition of "year" set forth in this paragraph shall apply only to vacation entitlement under Sections 3.1.1.1 through 3.1.1.4 below and shall not apply, in any manner whatsoever, to other references to "year" in this Agreement.

- 3.1.1 For employees hired prior to September 1, 2016, paid vacations for employees shall be determined as follows:

3.1.1.1 Two (2) weeks after the first (1st) year.

3.1.1.2 Three (3) weeks after five (5) years.

- 3.1.1.3 After reaching five (5) years, one additional day for every year of service, up to a maximum of twenty (20) days.
- 3.1.1.4 After reaching ten (10) years, one (1) additional day for every contract year in which the employee worked at least two thousand eighty (2,080) hours, up to a maximum of twenty-five (25) days. However, this entitlement is limited as set forth immediately below.
- 3.1.1.5 For the purposes of determining specific annual vacation allotment as set forth in 3.1.1., a “day” of service shall be awarded to the employee in an hours equivalent based on the position/assignment the employee occupied at the time of the award. For example, if the employee is working an eight-hour custodial position at the time of the award of vacation, the employee will receive eight (8) hours of vacation time. A “week” shall be defined as five (5) workdays for Section 3.1.1.

Effective with the 2016-17 contract year, no employee may receive or use more than twenty-two (22) vacation days per contract year. However, any employee who has earned more than twenty-two (22) vacation days based on the formula above shall not forfeit the annual allotment currently provided to the employee (i.e., if an employee had twenty-five (25) days of vacation in the 2015-16 contract year, he/she shall receive twenty-five (25) days each year going forward).

- 3.1.2 For employees hired on or after September 1, 2016, including re-employed retirees, paid vacations for employees shall be consistent with Ohio Revised Code 3319.084. After service of one year with a board of education, the employee shall be entitled, during each year thereafter, to two weeks (i.e., 10 days) of paid vacation leave. Employees who have completed ten or more years of service shall be entitled to three (3) weeks (i.e., fifteen (15) days) of paid vacation leave. Employees who have completed twenty or more years of service shall be entitled to four weeks (i.e., twenty (20) days) of paid vacation leave.
- 3.1.3 The vacation schedule applies to the following categories:
 - A. Account Clerk
 - B. Custodian I, II, II
 - C. Groundskeeper/Custodian
 - D. Head Mechanic/Vehicle Maintenance
 - E. Maintenance, Maintenance II
 - F. Payroll Clerk

The PT Floating Custodian is expressly exempt from receiving vacation time.

- 3.2 Vacations of 12-month classified employees may be used at any time throughout the contract year, including the school year. During the school year when classes are in session, the duration of the employee’s vacation may not exceed five (5) consecutive workdays and only one custodian district-wide may be on vacation during the school year days when classes are in session.
 - 3.2.1 The Board will try to accommodate employee’s requests for summer vacation. Custodial vacation requests for the summer submitted prior to March 1 will be considered in order of receipt, on a first-come, first-served basis, and will not be subject to consideration of seniority. The Superintendent or designee will render a decision concerning such requests within one week of the date the request is submitted. After March 1, but before May 1, all other summer vacation requests must be submitted, with the understanding that the requested dates may change. The requested changes will be subject to the approval of the Superintendent or designee.
- 3.3 An employee who may be hospitalized, becomes ill, or may have a death in the immediate family while on vacation, may request sick leave time in place of vacation time.

- 3.4 If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's vacation days. Five work days constitutes a week's vacation.
- 3.5 An employee shall use vacation time in the year in which it is earned. When vacation time is used, the District will reduce the employee's vacation hours balance in an amount equivalent to the number of hours taken for vacation. If the employee so elects, he/she may make a written request to the Superintendent to carry-over no more than five (5) accrued, unused vacation days. The Superintendent retains ultimate discretion in determining whether to approve the request and such decision is not grievable. Following this process, on an annual basis, any remaining accrued, unused vacation time will be paid out to a maximum of ten (10) days. Then, any remaining accrued, unused vacation time (after payout) will be converted to sick leave.
- 3.6
1. The Board expects that one custodian will be in each building during the summer months.
 2. One week after the conclusion of the school year, there shall be at least one (1) custodian on duty in each school building and one of the school custodians on duty shall be a Custodian I. The presence of the Groundskeeper shall satisfy the Custodian I requirement.
 3. All custodial personnel shall be on duty two (2) weeks prior to the start of the school year. Exceptions shall be granted at the Superintendent's discretion.
 4. The Superintendent may deny vacation time if the leave requires an external substitute. Duration of the vacation period shall not exceed five (5) consecutive school days.
 5. All use of vacation time requires prior approval from the Superintendent and/or his/her designee.
 6. Approved vacation must be entered into the electronic system implemented by the District and is rounded by one (1) minute increments.

Section 4 Holiday Pay

- 4.1 Extra pay for holidays and paid non-work days shall be determined consistent with the law, specifically Section 3319.087 of the Ohio Revised Code (ORC) and the Holiday Pay Grid attached as Appendix B. Eligible employees shall be paid their regular salary or their regular rate of pay, provided each employee accrued earnings on his/her next preceding and his/her next following work day before and after such holiday or was properly excused from attendance at work on either of those days.

Section 5 Miscellaneous

- 5.1 Show-Up Time
- 5.1.1 A minimum of one hour shall be payable to custodial and maintenance personnel working building checks on Saturday, Sunday or holidays. Such payment shall be made at the appropriate rate of pay.
- 5.2 Emergency Call-In
- 5.2.1 Custodial and maintenance personnel required to report due to emergency shall be entitled to a minimum of 2 hours call-in pay.
- 5.3 Additional Days Beyond Contract
- 5.3.1 After an employee fulfills the total number of days specified in his/her contract, any additional days (caused by Leap Year, etc.) will be non-work days without pay.

ARTICLE VI — LEAVES OF ABSENCE

Section 1 Leave of Absence

- 1.1 The Superintendent may grant a leave of absence for personal reasons that will permit an employee to return to the position from which the leave was granted. This determination will be made at the time the employee requests the leave in writing. The employee may continue benefit programs during the leave but must pay the premium cost to the Board. These leaves may not exceed one year.

Section 2 Sick Leave

- 2.1 There shall be no limit on the number of sick days that may be accumulated by the employees of the Board of Education except as specified in 2.2 below. Application for sick leave credit must be completed and given to the Treasurer. Sick leave accumulation will be unlimited at the rate of one and one quarter (1 ¼) days per month employed, for a total of fifteen (15) days per year. Sick leave may be used for the following:

2.1.1 Sick leave may be used for: personal illness, pregnancy, injury, exposure to contagious disease and for absence due to illness, injury, or death in the employee's immediate family (ORC 3319.141)

2.1.2 Family illness or death

When illness in the family of an employee is of an emergency nature such that the ill person's health would be impaired unless the employee were to be released from work to attend to the patient's needs, the situation qualifies as sufficient cause to be absent from his/her job with full pay within the limits established in the Board's sick leave policies and this Agreement.

For purposes of this definition, "family" refers to individuals who have a husband, wife, father, mother, sister, brother, son, daughter or step-child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, and/or brother-in-law. The responsible administrative officer may, at his/her discretion, require the employee to record his/her circumstances in writing to the seriousness of the case. The Board considers this leave to be a means of handling emergencies. It is expected that these absences will be of short duration. The Board reserves the right to require physician verification to substantiate and approve the need for three (3) or more days of leave due to family illness or death. Employees are expected to make other arrangements to handle long-term family illness situations.

- 2.2 Classified staff who work two thousand eighty (2,080) hours, initially hired after the 1985-86 school year, shall be limited to three hundred sixty-three (363) days sick leave accumulation. Classified staff who work less than two thousand eighty (2,080) hours per year, shall be limited to two hundred seventy (270) days sick leave accumulation.

2.2.1 A new and/or current employee who has been employed by the Board for five (5) or less consecutive years and who has exhausted his/her accumulated sick leave is entitled to advancement of five (5) days of sick leave within a period of one contract year. A written request must be made to the Superintendent/Treasurer for the advance.

2.2.2 It is the responsibility of the employee to furnish his/her supervisor, or higher designee, a written statement (on a form approved by the Board) giving the reason for absence in order that sick leave may be granted. Falsification of the statement will be grounds for discipline, up to and including discharge. In addition, if the Board has evidence of, or determines an unusual pattern of sick leave is occurring, it may require the employee to furnish a physician's statement, if a physician was consulted, setting forth the reasons for the absence. Consideration will be given to not schedule doctor appointments during work hours or on days that require special personnel demands.

The Board reserves the right to send an employee to a physician of the board's choosing for an examination when an employee misses three (3) or more consecutive days or a consistent pattern of absences is established. A pattern of absence is defined as 8 absences, with no

doctor's excuse, anytime within a three (3) year period. The board will pay for the doctor's examination.

If a pattern of absence has occurred, within a period of the last three (3) previous, consecutive years, the employee's supervisor will notify the employee and association representative of the pattern before any disciplinary action is taken. If the established pattern of absence is not repeated within three (3) years any documentation related to the pattern will be removed from the employee's personnel file.

Employees absent from work without an approved absence will be subject to disciplinary action.

- 2.3 If an employee is absent five (5) days or less (any combination of sick and or personal days) in a contract year they will receive an attendance bonus of three hundred dollars (\$300.00). Employees that work four (4) hours or less a day will receive one hundred seventy-five dollars (\$175.00). If more than 10 people qualify for this bonus each person working more than 4 hours a day will receive an additional one hundred fifty dollars (\$150.00), those working four (4) hours or less a day will receive one hundred dollars (\$100.00). If an employee is absent due to a death in the immediate family (as defined above), the absence will not be charged against the employee.
- 2.4 Sick leave must be entered into the electronic system implemented by the District and is rounded by one (1) minute increments.
- 2.5 The Administration reserves the right, consistent with the law, to designate qualifying absences as FMLA leave and will issue notification to the employee of this status. When applicable, FMLA leave shall run concurrently with sick leave and/or other qualifying paid or unpaid leaves.

Section 3 Family Medical Leave

- 3.1 A bargaining unit member is entitled to twelve (12) workweeks of Family Leave during any twelve (12) month period of Family or Medical Leave for purposes described in the "Family and Medical Leave Act of 1993" or subsequent amendments, i.e., such leave may be used for purposes set forth in the law, including but not limited to:
 - a. the birth of a son or daughter in order to care for the son or daughter;
 - b. the placement of a son or daughter with the employee for adoption or foster care;
 - c. to care for the employee's spouse, son, daughter or parent who has a serious health condition; or
 - d. to care for the employee's own serious health condition that renders the employee unable to perform the functions of the job.
- 3.2 This leave shall be unpaid except to the extent the employee has paid 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.
- 3.3 Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.
- 3.4 All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave. The employee remains responsible for making the same premium contributions that were made while employed and not on leave.

- 3.5 On return from 12 work-week FMLA Leave, the employee is entitled to be restored to the same position held when the leave began. If the employee is unable to return at the end of the twelve (12)-week period, then the Administration will issue COBRA notification to the employee if continuing medical benefits are not available pursuant to other leave that may be available under this Agreement.
- 3.6 This Section is not intended to deprive an employee of any greater right contained in any other section of the contract or of state and federal law.

Section 4 Leave of Absence - Professional Reasons

- 4.1 Leave of absence may be granted by the Superintendent of Schools under the following conditions:
- 4.1.1 To visit other schools or to attend to school business without loss of pay. This time shall not be deducted from cumulative days to which the employee is entitled. Such leave must be requested and granted in writing, stating the object for which it is requested, including the length of time. Copy of the approval of such request must be filed with the treasurer for payroll purposes.
- 4.2 The Superintendent of Schools shall determine the number of days an employee would be eligible for professional reasons, predicated upon the employee's request. The number of days granted, if less than requested by the employee, shall not be grievable.

Section 5 Leave of Absence - Maternity/Paternity

- 5.1 Leave without pay for a period not to exceed one (1) year shall be granted to employees who request maternity or paternity leave. Requests must be filed with the Superintendent at least sixty (60) days prior to the beginning of the requested leave. Reinstatement requests should be presented to the Superintendent at ninety (90) days prior to the anticipated return. Individuals on leave may continue benefit plans provided they reimburse the Board for the full cost of the premiums at stipulated times. Failure to do this will terminate these benefits.
- 5.2 The Board shall continue the hospitalization/major medical program and any supplemental medical benefits for a period not to exceed six (6) weeks while an employee is on maternity/paternity leave. Should the leave extend beyond this time and the employee desires to maintain coverage, he/she will submit payment of the premium for coverage to be maintained to the Board Treasurer. Payment shall be made at the current group rate and submitted one (1) month in advance of the date coverage is to begin. Failure to do this will terminate these benefits.

Section 6 Leave of Absence - Health and Hardship

- 6.1 Consistent with Ohio Revised Code 3319.13, upon the written request of an employee, the Board shall grant a medical leave of absence for a period of not more two (2) consecutive school years. The request shall be made in writing, accompanied by a physician's certificate stating that the employee cannot continue his/her duties. If the medical condition is attributed to a work-related injury, the leave will not be granted until the employee is examined by a physician of the Board's choosing and the Superintendent receives written verification from the physician confirming that the leave is medically necessary. The Board will pay for the doctor's examination. Return to the school system must be requested in writing and accompanied with a satisfactory physician's certificate stating the employee is capable of resuming his/her assigned duties. The employee shall continue to be paid as long as he or she has sick time available.

For the first year of the leave the board will be responsible for the same premiums contribution paid as when the employee was working.

The district will provide assistance to the employee in applying for disability from the School Employees Retirement System.

Section 7 Personal Leave

- 7.1 There shall be four (4) work days per year with pay for personal leave. The leave is to be non-accumulative. Personal leave shall include, but not be limited to the following:
- 7.1.1 Emergencies
 - 7.1.1.1 Accidents involving the employee, immediate family, or his or her property.
 - 7.1.1.2 Court appearances as litigant or witness.
 - 7.1.1.3 Travel conditions which makes reporting to work impractical.
 - 7.1.2 Necessary Personal Business
 - 7.1.2.1 Observance of religious holidays requiring total abstinence from work.
 - 7.1.2.2 Graduation exercises for the employee, spouse, or child.
 - 7.1.2.3 Personal business that cannot be handled at other than scheduled work time.
 - 7.1.2.4 Other similar obligations that cannot be met other than work time.
- 7.2 The employee shall request personal leave through the proper administrative person at least three (3) days in advance, except in case of emergency. Should leave be contiguous with a school holiday, spring break, winter break or other school vacation period, separate permission from the Superintendent is required and a detailed explanation shall be given prior to the leave being granted or denied by the Superintendent. During the last fifteen (15) days of school and the first five (5) days of school, no more than one (1) employee per classification per day throughout the district may be on personal leave unless the Superintendent waives the restriction. Use of personal leave for other gainful employment is prohibited.
- 7.3 Personal leave must be entered into the electronic system implemented by the District and is rounded by one (1) minute increments.
- 7.4 Any unused personal days during a school year shall be converted to sick leave.

Section 8 Military Leave

- 8.1 An employee shall be granted military leave consistent with federal and state law.

Section 9 Assault Leave

- 9.1 Any employee who is absent due to physical or mental disability resulting directly from a physical assault, which occurs in the course of and arising out of his/her Board employment, will be maintained on full pay status during the period of such absence not to exceed twenty (20) days unless certified by a medical statement. Assault leave shall not exceed thirty (30) days. The affected employee shall sign a statement that such leave was due to physical or mental disability resulting from an assault, which occurred during the course of and arising out of his/her employment with the Board. If medical attention is required, a statement from a physician attesting to the disability and its duration shall be required. Assault leave granted under the above-specified provisions shall not be charged against an employee's accumulated sick leave. Said benefit shall not be a duplication of eligible Workers' Compensation benefits. An employee will not qualify for assault leave if he/she is the instigator of the assault.

Section 10 Jury/Witness Duty

- 10.1 An employee called for jury duty or subpoenaed as a witness, shall be granted a leave of absence for the period of jury service or witness service and will be compensated at regular pay rate. An employee serving on jury/witness duty shall submit such payment from the court to the Board of Education no later than thirty (30) calendar days after receipt of court payment. (Documentation of court payment is

required). Failure to submit such payment within the prescribed time limits may result in disciplinary action and deduction of earned wages for jury/witness duty, plus costs.

ARTICLE VII — JOB SECURITY

Section 1 Probationary Period

1.1 New Employees

1.1.1 New employees shall be considered to be on probation for a period of one (1) calendar year from the effective date of the first day of employment (applicable to initial employment in the District). This one (1) year probationary period may extend beyond the employee's initial contract and into the employee's first two-year contract (see 1.1.3 below). Probationary employees shall be entitled to all benefits and programs afforded employees with the exception that the Board shall have sole discretion to discipline or discharge such probationary employees and such actions may not be reviewed through the Grievance Procedure or otherwise affected by this Statement. However, probationary employees shall not be discharged or disciplined for Association membership or participation in lawful Association activity.

1.1.2 Each new employee shall receive an evaluation by his/her immediate supervisor as soon as possible after the completion of the first half of his/her probationary period.

Each new employee shall receive a full probationary evaluation prior to the end of his/her probationary period.

1.1.3 Employees' contract terms are governed by Ohio Revised Code 3319.081. Therefore, an employee will be issued an initial contract of up to one (1) year. Upon expiration of that contract, if rehired, the employee will receive a two (2)-year employment contract. If the employee is renewed following this initial two (2)-year contract, the employee will be eligible for up to two (2) additional two (2)-year contracts. Upon the expiration of the third (3rd) two (2)-year contract, if the contract of the employee is renewed, the employee shall receive a continuing contract. Employees succeeding in their probationary period may be suspended or terminated in accordance with the current Ohio Law (i.e., Ohio Revised Code 3319.081). Employees who succeed in the probationary period shall have seniority assigned retroactive to their original date of hire.

Section 2 Evaluation

2.1 No evaluation shall be placed in the files unless the employee has had the opportunity to read the evaluation and affix his/her signature. Such signature does not indicate agreement with the evaluation. An employee shall have the option to write a counter-statement to the evaluation and the employee's statement shall be attached to the evaluation contained in the employee's file.

2.2 Upon request of the employee, or upon written authorization from the employee, the employee, and/or the Association, shall have reasonable access to the employee's personnel file. The employee may request a copy of the employee's personnel records, excluding pre-employment papers, and BCI records checks.

2.3 Every employee shall have an annual evaluation by his or her supervisor using the appropriate Board approved evaluation form.

Section 3 Discipline

3.1 The employer, in managing the work place, may be required to use disciplinary measures to insure compliance with its established written rules and regulations and to secure appropriate performance of

- job duties. Bargaining unit members shall only be disciplined for just cause. Depending upon the seriousness of the alleged infraction, the employer shall discipline employees in a progressive, corrective manner. Such discipline may range from a verbal warning up to and including suspension or termination from employment. In an effort to remediate an employee's behavior, depending upon the seriousness of the infraction, the employer shall begin discipline at the lowest level, verbal warning, and proceed in a progressive and corrective manner by escalation of the penalty to written reprimand, suspension(s) from employment and culminating in termination, if necessary, for subsequent violations. However, termination may be imposed immediately in appropriate instances.
- 3.2 Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions, an affected employee may, if he/she deems it necessary, request the presence of a representative and when such a request is made, the hearing or action may not take place without and shall not proceed until the representative is in attendance. However, the hearing or action may take place without a representative if a representative is not available within forty-eight (48) hours after the employee is notified of the hearing or action. Nothing contained herein shall prevent verbal communications between administrator and employees without the presence of a representative. Such contacts, including commendation, questioning, suggesting, directing, reminding and correcting, shall be termed casual and shall not include the presence of a representative.
- 3.3 If warranted, the employer shall discipline the employee as promptly as possible after investigation of the incident.
- 3.4 An employee shall be given a copy of any warning, reprimand or other disciplinary action entered on his/her personnel record within five (5) working days of the action taken. Further, the employee or the Chapter President will receive a copy of any suspension or discharge notice within five (5) working days of the action. Any employee, who has been disciplined by suspension or discharge, will be given a written statement describing the reason or reasons for which he/she was suspended or discharged. In the case of suspension, the employee will be advised of the duration. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted.

ARTICLE VIII — SUBCONTRACTING

Section 1

- 1.1 It is not the intent of the Kirtland Board of Education to subcontract work performed by members of the Association's Bargaining Unit. However, if it becomes necessary, in the opinion of the Board, to subcontract out work performed by the Association's Bargaining Unit, the Board shall meet with the Association and its representatives. The purpose of such meetings shall be to investigate and discuss the need for contracting out and to investigate viable alternatives to such subcontracting.

The Board and the Association shall initiate such meetings at least one hundred twenty (120) days prior to the Board making a formal decision to subcontract said work.

However, should it become necessary for the Board to seek assistance for special projects or emergency situations, the Board may seek such contractor on a temporary basis so long as the employees in the Bargaining Unit suffer no loss of regular hours, pay or other terms and conditions of employment.

ARTICLE IX — LAYOFF AND RECALL

Section 1 Layoff and Recall

- 1.1 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of work, return to duty of regular employees from a leave of absence, building closing or

a projected deficit in financial resources as substantiated by current financial statements, the following procedure shall govern such layoff:

- 1.1.1 The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
- 1.1.2 Whenever it becomes necessary to layoff employees within a classification for reasons as stated above, affected employees shall be laid off according to district-wide seniority, with the least senior employee laid off first. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, order of hire will prevail as evidenced by adoption of the Board Resolution of employment.
- 1.1.3 The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
 - A. Account Clerk
 - B. Bus/Pupil/Staff Support Aide/Inventory Aide
 - C. Head Bus Driver
 - D. Bus Driver
 - E. Head Cook/Cashier/ Cafeteria Staff
 - F. Educational Aide/Library Aide
 - G. Head Mechanic/Vehicle Maintenance
 - H. Health Aide
 - I. Maintenance, Maintenance II, Custodian I, Groundskeeper/Custodian, Custodian II, Custodian III
 - J. Network Coordinator
 - K. School Secretary/ Payroll Clerk Transportation Secretary/ Board Office Administrative Secretary/Guidance Secretary
 - L. PT Floating Custodian (8 Hours per week)
 - M. Low Incidence Bus Aide

Any employee in the Bargaining Unit laid off under the above procedure may exercise the bumping rights in this section. Employees must notify the Superintendent in writing within five (5) work days of their intention to exercise one's bumping right.

Bumping rights shall entitle qualified (as defined in Article X, Section 1.1.1) employee whose contract has been suspended on account of a reduction in force to displace an employee with less seniority in:

1. His/her present classification;
2. Any lower pay scale within a classification; or
3. A classification not in the promotional chain in which the employee previously worked in the Kirtland School District

The final employee so displaced shall be the one with the least seniority in the classification to which the employee bumps. Any person bumped on account of a reduction in force shall have the same rights to bump as accorded any one affected by the reduction in force.

- 1.1.4 The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract.

- 1.1.5 This Article governing layoff and recall expressly supersedes Section 3319.081 of the Ohio Revised Code as it relates to layoffs and recalls. In all other situations not involving layoff, contracts shall be terminated, non-renewed or suspended in accordance with applicable State laws and other provisions in this Agreement.
- 1.1.6 A list of employees shall be prepared each year containing names, seniority credit and classification as related to this Article and be made available to the Association upon request. In case of layoff, each employee to be laid off shall be given fourteen (14) calendar days advance notice of layoff, which shall state the following:
- Reason for layoff or reduction.
 - The effective date of the layoff
 - A statement advising the employee of his/her rights or reinstatement from layoff.
- 1.1.7 Any employee in the Bargaining Unit laid off under the foregoing procedure may transfer into a new classification to avoid layoff should a position become available, provided the Superintendent determines that such employee possesses the necessary skills and experience for that position. Once an employee is placed into a new classification, that employee shall assume the status of new employee for the purpose of seniority within that classification, but shall suffer no loss in overall seniority.
- 1.1.8 In case of layoff, a recall list shall be prepared in reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.
- 1.1.9 Vacancies, which occur in the classification of layoff, shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
- 1.1.10 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- 1.1.11 Recall notice shall be sent to the last known address. The employee must respond, in writing, within five (5) working days of receipt of recall notice as determined by the date on the return receipt. The employee is responsible for keeping the Board advised of his/her current address, and Board notification of recall to last known address meets the Board's responsibilities.
- 1.1.12 The Association president shall be informed of all layoffs and callbacks as specified herein. Notice shall be sent to the Association president, one (1) week prior to either notification of layoff or recall to the affected employee.

ARTICLE X — POSTING AND BID PROCEDURES

Section 1 Bid Procedures

- 1.1 When a vacancy occurs in any classification or a position is newly created, it shall be posted at least five (5) working days open for bidding. All vacancy notices and postings will be available to all the Bargaining Unit employees either through e-mail announcements or postings on the District website. Each posting announcement shall contain the following information: position, contract hours, and salary (per the negotiated agreement).
- 1.1.1 The vacant position shall be awarded to the bidding employee within the classification of the vacancy with the highest seniority (based on years within the classification) if that person is deemed qualified, in accordance with the existing job description, and consideration of technical, interpersonal and conceptual skills.

- 1.1.2 If an employee fills a vacancy in the manner set in 1.1.1 above, he/she shall take such position subject to the following conditions.
 - 1.1.2.1 During a period of thirty (30) work days, either the Superintendent may return the employee to his/her original position or the employee, with written documentation pertaining to the issues which caused the employee to be unsuccessful, upon written request, may return to his/her old position. This decision is not grievable except in cases of discrimination or because of union membership or involvement. The employee/applicant shall receive reasonable help and assistance during the probationary period. The employee will also be evaluated within fifteen (15) days in the position and the district will work to provide appropriate orientation for the position.
 - 1.1.3 If no bids are received from within the classification of the posted vacancy, the job shall then be awarded to the senior employee from any of the classifications who have submitted a written request for the vacancy, if that person is deemed qualified. Any person awarded the position by this manner, is subjected to 1.1.2 above. If no qualified employee from within the system is available, the position may be filled from outside.
 - 1.1.4 If an employee is awarded that position through the above procedure the job assignment shall be made within five (5) working days after bids are closed.
 - 1.1.5 Seniority for this purpose is defined as uninterrupted length of continuous service with the Kirtland Board of Education.
 - 1.1.6 Employees who fail to secure a promotion under the job bid procedure shall have the opportunity to have a conference with the Superintendent and shall also be notified in writing of their non-selection.
- 1.2 If a current employee is awarded a position, the position vacated by the current employee will be posted, advertised and awarded pursuant to this Article. The employee awarded the position left vacant by the original employee shall begin performing those duties immediately with the understanding that he or she and the employee who created the vacancy may be returned to his or her former position during the first thirty (30) days pursuant to this Article, unless permitted otherwise by the Superintendent. Once the employee has begun performing the duties of the position left vacant by the original employee, the newly vacant position will be posted, advertised and awarded in accordance with this Article.
- 1.3 For employee promotions within a classification series (i.e. Custodian III, Custodian II, Grounds/Maintenance, Custodian I, Maintenance II and Maintenance), the promoted employee will be placed on the step in the new classification which is next closest to their present step, which provides a minimum increase of 2%.

Other classification series are:

- A. Account Clerk
- B. Bus/Pupil/Staff Support Aide/Inventory Aide
- C. Head Bus Driver
- D. Bus Driver
- E. Head Cook/Cashier/Cafeteria Staff
- F. Educational Aide/Library Aide
- G. Head Mechanic/Vehicle Maintenance
- H. Health Aide
- I. Maintenance, Maintenance II, Custodian I, Groundskeeper/Custodian, Custodian II, Custodian III
- J. Network Coordinator

- K. School Secretary/ Payroll Clerk Transportation Secretary/Board Office Administrative Secretary/Guidance Secretary
- L. PT Floating Custodian (8 hours per week)
- M. Low Incidence Bus Aide

For all other job transfers for which no promotional series exists, the bargaining unit member awarded the non-promotional series position shall be placed on the step in the new position/classification at the discretion of management.

- 1.4 The Administration recommends employment and promotion based upon the qualifications and/or evaluations of the job candidate or current employee. To ensure the individual is qualified for the position, the Administration may require that an employee or job candidate test for the position to ensure the individual meets the qualifications outlined in the position's job description. When testing for a vacant bargaining unit position occurs, the supervisor will share with the union president and Superintendent the appropriate testing materials.
- 1.5 Interviews will only be granted to a current employee whose application indicates on its face that the employee qualifies for the sought after position. If an employee applies for a position and is told the reason(s) he or she does not qualify, then the employee's application or bid will not be accepted for a similar position unless he or she sufficiently explains on the application or bid materials the measures taken to meet the qualification(s) that were previously lacking.

ARTICLE XI — TRANSPORTATION

Section 1

- 1.1. Extra trips are to be paid on an hourly rate.
- 1.2 If a trip is cancelled with less than twenty-four hours' notice, excepting trips which are cancelled as a result of a public calamity or weather related conditions, a minimum of one and one-half (1 1/2) hours shall be paid to the driver. Such show-up time shall not be counted as a trip or as extra hours except for the purpose of overtime.
- 1.3 All additional assignments in excess of contracted time will constitute extra runs, which will be paid based on actual driving time plus sit time on round-trips (if any) and any necessary clean-up time or pre-trip/post-trip time, if needed.
 - 1.3.1 For the purposes of efficiency, the district may shuttle an extra duty trip. A shuttle is an extra duty trip that is less than twenty (20) miles in length each way, measured from Kirtland High School, which is completed only on a contracted work day. When round trip services are needed, a shuttle shall include both the drop-off and pick-up portions of the trip. If the shuttle is completed within the driver's contracted time, no additional compensation will be paid. If the shuttle cannot be completed within the driver's contracted work day, additional compensation will be paid equal to the actual time beyond the driver's contracted work day. Payment for shuttles will include any necessary clean-up time or pre-trip/post-trip, if needed.
 - 1.3.2 Sit time will be paid at the rate of eighteen dollars (\$18) per hour.
 - 1.3.3 Sit time is any non-driving time during a round-trip extra duty trip that begins when the driver parks the bus after student drop-off and ends when the driver begins the process of student pick-up.
 - 1.3.4 If a driver relinquishes some or all of his/her contracted duty to take an extra duty trip (non-shuttle) that includes sit time and some or all of the sit time occurs during the driver's contracted work day, the driver will be paid his/her regular hourly rate for any sit time occurring during

his/her contracted work day. All other sit time, whether on a contracted or non-contracted day, will be paid at the rate of eighteen dollars (\$18.00) per hour.

- 1.4 All work order sheets for bus repairs are to be made out in duplicate. One (1) shall be provided to the driver, and one (1) to the supervisor.
- 1.5 All field trips shall be posted at least five (5) days in advance in the bus garage. Drivers may take field trips in preference to their regular runs, provided a replacement is available to take the regular runs. Contracted time not driven will be subtracted from the drivers total field trip time. Any driver absent for more than five (5) work-days shall not be assigned trips until he/she returns to work.
- 1.6. Required physical exams for drivers will be reimbursed by the Board from the list of (current) approved providers.
- 1.7 Seniority for the purposes of transportation assignments:
 - 1.7.1 Full time service, defined as four (4) hours or more per day shall give one (1) full year of seniority credit.
 - 1.7.2 Part time service shall give one-half (1/2) year seniority credit.
- 1.8 Drivers will meet annually at a meeting called by the Administration to bid upon routes for the coming year. The drivers will be notified of the meeting date, time and location at least one (1) week in advance. Information regarding the mailing shall include copies of all runs, with routes and total times listed, and will be available for pick-up at the Transportation Office at least one (1) week in advance of the meeting. Drivers shall select routes according to seniority.
 - 1.8.1 A committee of three (3) bus drivers will meet with the transportation supervisor prior to the annual bidding of routes. This committee will provide input in reviewing the district's bus routes and the assignment of buses. In order to maximize efficiency and effectiveness of bus utilization, buses will be assigned to routes based on factors such as: age of bus, mileage of the run or route, current mileage of the bus, capacity of the bus, number of students on a route, average miles per gallon per bus, and layover time.
 - 1.8.2 Bus drivers and bus aides will work all calendar days necessary to fulfill the route upon which they bid, including any days that may deviate from the District calendar (i.e., private/parochial route differences). A driver or aide assigned to a private/parochial route may secure an alternate driver/aide for a workday that is not otherwise reflected on the Kirtland Schools calendar. It shall be the assigned driver's/aide's responsibility to secure an alternate driver/aide no less than three (3) workdays prior to the date. If the assigned driver/aide complies with this requirement, there shall be no personal leave charged to the absent driver/aide. The assigned driver's/aide's decision as to an alternate driver/aide is not subject to the grievance procedure.
 - 1.8.3 Runs are created for efficiency, the safety of passengers, and compliance with the law. Run changes, including but not limited to discontinuance or creation of runs, may be made as necessary, in the Administration's sole discretion, for any reason, including but not limited to new student enrollment, student withdrawals, and/or circumstances when there are no longer any students utilizing a school run. Student stops may be added to an employee's contracted run to meet the needs of the District at any time during the school year, including but not limited to needs resulting from personnel changes and/or student stop changes. Determinations about the addition of runs shall be made in the Administration's sole discretion.

For any employee who was entitled to medical insurance prior to his/her run being discontinued, that employee will continue to receive insurance as if his/her hours were not reduced, until the routes are rebid at the beginning of the next school year. As is the current practice, senior drivers so affected may bump less senior drivers to retain their bid hours.

- 1.8.4 Runs are bundle to create a route. Routes are created to establish contractual start and end times for bus operators. Routes are bid in August and may be re-bid up to September 15th. After September 15th the routes are assigned to the driver who successfully bid the route with the understanding that runs within each route may be altered at any time by the Administration for any reason, including but not limited to student or staffing changes. Once a route is contracted by a bus operator, no loss of wages or benefits will occur in the current school year due to run changes, except as provided under state law. If additional route time is determined, in the sole discretion of the Administration, to be necessary, the bus operator will be compensated for such additional time pursuant to this contract.

Routes may be adjusted at any time during the school year. However, a re-bid will occur if a route time increases or decreases by fifteen (15) minutes or more per day.

1.9 Conditions for Bidding/Physical Examination

1.9.1 Drivers/Mechanics

In order to bid on routes at the annual bid meeting for the upcoming school year, a driver must (1) possess and demonstrate active certification (i.e., cannot be expired and/or pending recertification within sixty (60) days of the bid meeting); (2) satisfactorily pass and present the requisite physical examination as required by state regulations; and (3) complete the four-hour in-service.

If an employee does not satisfy the three (3) requirements above, the following conditions shall apply:

1. The employee may not bid on a route at the annual bid meeting.
2. Until the employee secures an active certification and has passed his/her physical examination, he/she will not be paid as an employee.
3. Upon satisfying the three (3) requirements above, the employee:
 - a. May return to active duty in an open position for which he/she is qualified; however, the employee shall possess no rights to bump any other driver who has already been assigned a route through the annual bid meeting;
 - b. Forfeits his/her seniority rights for the purposes of bidding on any route, extra duty and field trips for the employee's duration of the employee's tenure with the district. The employee shall begin to accrue seniority, starting at zero years of seniority, for the purposes of bidding rights from the time he/she secures the recertification and the requisite physical examination.
 - c. Will maintain his/her placement on the salary schedule and district seniority for other purposes in the collective bargaining agreement (e.g., reduction in force).
4. Nothing above requires the District to maintain the employment of an individual who is not qualified to perform the essential functions of his/her position (e.g., failure to maintain certification or failure to satisfy the requisite physical examination).

1.9.2 Bus Aides

Prior to the annual bid meeting of each year, each bus aide must provide evidence of passing a physical examination, as set forth on the Board-approved form. The physicals must be conducted by a Board-approved healthcare provider.

- 1.10 Drivers will be paid their appropriate rate of pay for all hours spent in required in-service education classes and/or meetings that occur during regularly scheduled work hours. Classes may be taken online if eligible and classes/meetings may not be part of any driver's contracted days. Drivers shall submit timesheets containing the time spent at such classes/meetings. Required pre-service classes will be provided at no expense to the driver. If travel out of the district is involved, mileage will be paid.

Time spent taking federally mandated random drug testing shall be compensated based on actual time, inclusive of travel time. Failure to submit verification of time spent/travel time will result in the employee being compensated for one hour.

1.10.1 Driver Training and Testing

The Employer will pay up to one hundred dollars (\$100.00) per employee for costs associated with the mandated training and testing as defined in the Ohio Pupil Transportation - Operation and Safety Rules in the Ohio Revised Code, Chapter 3301-83, for Bus Drivers and Mechanics or the Ohio Advance Class.

Drivers who bid on runs for transporting special education students must demonstrate satisfactory completion of sensitivity training and any other training recommended by the Pupil Services Director before such routes are awarded.

1.10.2 Ohio State Safety Rodeo

The Board shall pay the cost for the registration of each driver up to five dollars (\$5.00) per driver. The Board shall pay up to one hundred dollars (\$100.00) total for room and board for each four (4) person team up to a maximum of two (2) teams, if the Rodeo is held outside Lake County.

1.11 Hours assigned bus drivers:

- 1.11.1 Regular A.M. route - minimum of two (2) hours
- 1.11.2 Regular P.M. route - minimum of two (2) hours
- 1.11.3 Vocational education runs - One and one-half (1 1/2) hour per day.
- 1.11.4 All even number of regular A.M. and P.M. routes will be combined to create contracted "full day" routes. However, if a need arises for a regular A.M. route OR a regular P.M. route, then a driver shall be contracted for a "half day" route. This driver shall be given first opportunity to substitute for absent drivers during the A.M. OR P.M. portion of the day in which they are not contracted.
- 1.11.5 Pre-trip, daily paperwork and interior maintenance - One-half (1/2) hour per day.
- 1.11.6 Driver must check each item specified on the bus inspection form and shall replenish all necessary bus fluids with the mechanic's assistance if needed.
- 1.11.7 Drivers will be paid for actual time spent (but only to a maximum of three (3) hours) for the completion of requested route/stop sheets for his/her assigned A.M. and P.M. routes once during the first four (4) weeks of each school year. However, if a driver is able to complete some or all of this work within his/her contracted work day, s/he shall not receive any additional compensation for the portion of the work completed within his/her contracted work day.
- 1.11.8 Drivers will be paid for actual time spent (but only to a maximum of one half (1/2) hour every two (2) weeks) for the exterior washing of his/her assigned bus and if requested by district Administration. However, if a driver is able to complete some or all of this work within his/her contracted work day, s/he shall not receive any additional compensation for the portion of this work completed within his/her contracted work day.

Drivers must submit a completed pre-trip safety form on a daily basis which must be dropped off to the Transportation Supervisor or their designee before the morning run for daily compensation.

Failure to submit daily inspections forms will result in non-payment for inspection time. A list of daily inspection forms, which are submitted, will be posted in the transportation office.

Note: The mechanic may assist substitute drivers in checking fluid levels prior to their runs.

- 1.12 A manual of laws and regulations will be furnished to each driver and updated by supplements as changes occur.
- 1.13 The Board will obtain required abstracts and pay the full cost. All drivers and other employees required to secure a commercial driver's license shall be entitled to reimbursement for the cost of obtaining same to a maximum of twenty five dollars (\$25.00). Proof of payment must be presented to the Treasurer.
- 1.14 When drivers are on field trips that involve overnight-unpaid layover time, expenses for meals and lodging will be paid by the Board.
- 1.15 Extra Work: The senior available driver may take all open positions of any run, which becomes vacant because of the regular drivers absence in excess of ten (10) consecutive working days. From the first day of a regular driver's absence, the senior available driver may take only kindergarten runs, early dismissals, and mid-day vocational school runs which become vacant because of a regular driver's absence. Substitute drivers get the totality or "regular runs". In order to be eligible for that portion of the absent driver's run, the eligible driver must be available for the total portion of the run he/she wishes to add to his/her regular route and be available for the total number of days of the vacancy. Substitutes shall be used only in the event no regular drivers are available. The driver shall be paid for the same hours as assigned to the regular driver.
- 1.16 The Transportation Supervisor will date and time stamp all trip requests for field or extracurricular trips as they are received or reassigned. Trips utilizing multiple buses will be denoted by the trip number and sub-letter (e.g., a, b, c, etc.). Example: trip number A32 requires three (3) buses which shall be identified as A32a, A32b, and A32c. The Transportation Supervisor will assign trips from the lists in rotation by seniority every week and post trips on a board in the transportation office every Monday by 12:00 PM. The first driver offered the trip has 24 hours to refuse or accept a trip. If a driver declines a field trip less than twenty-four (24) hours in advance, unless in the event of emergency or illness, he or she will be omitted from the field trip list for the following week. If a driver declines a trip, the next senior driver(s) on the Refused/Reassigned list will be offered the trip until the trip is accepted. If no regular driver will accept the trip, it will be assigned to a substitute driver. This procedure will not affect the rotation lists but will be considered an extra trip. Drivers holding a secondary contract outside of the transportation department may be utilized for transporting students on field trips during the school day only in the event of an emergency.
 - 1.16.1 If a trip request is received after Monday at 12:00 PM with more than twenty-four (24) hours of notice, the trip will be assigned as stated in section 1.15. If a trip request is received with less than 24 hours of advance notice, the trip will be assigned as quickly as possible through the rotation list of "free trips" and shall not affect the primary and refusal rotation list. A driver has fifteen (15) minutes to accept or refuse a trip from the time they are called, or message is left. Should a free trip become available that is during regular school hours, and the next driver on the rotation list has a contract during the day, the word "contract" will be written in that driver's space and they will have an option to accept the next after school "free trip."
 - 1.16.2 If an extra trip is cancelled, the driver originally assigned the trip would be placed on the top of the appropriate rotation list for the next available trip request not conflicting with an already assigned trip.

- 1.16.3 If an extra trip is cancelled and rescheduled, the trip would remain assigned to the original assigned driver. Should the trip be rescheduled to a time when the original assigned driver has been assigned another trip, the driver has the option to choose which trip to accept immediately after notification, and the remaining trip would be returned to the appropriate rotation list to be assigned to the next senior driver. If a trip is cancelled with no rescheduling planned, the driver will be offered the next available trip.

If the total accumulated bus driver overtime (hours worked beyond forty (40) hours a week) for field trips, Article XI, section 1.15, exceeds more than eight thousand dollars (\$8,000.00) in any single year of this contract's duration, the union agrees to reopen negotiations on this section only.

Definitions:

- a. Reasonable Attempt: Posting on board in garage for twenty-four (24) hour period or within twenty four (24) hours, attempting to reach drivers by personal contact or telephone.

Drivers will indicate what field trip rotation list(s) they are to be placed on at the annual meeting when regular routes and buses are bid. A driver may be added or deleted from a list upon notification in writing to the Transportation Supervisor anytime during the year.

- b. Field Trip Rotation Lists:

1. Daytime Trips
2. After School and Weekends
3. Refused/Reassigned Trips

- c. Emergency Trips: Any trip which may be needed and notification to the transportation department is less than two (2) days prior to departure.

- d. Field Trip: Any trip in which eight (8) or more students are to be transported to the same location. Only regular drivers or substitute drivers when necessary, shall drive field trips. In order to drive an assigned field trip, the driver must satisfy all of his/her contracted obligations (whether transportation or other classification) for that workday, as well as the workday prior to the date of the assigned field trip.

- e. Van Trips: Any trip in which seven (7) or fewer students are transported to the same location. If a van is used, and a person other than an approved bus driver is used as the driver, the Superintendent or designee shall notify the transportation department prior to departure. If the van trip replaces a scheduled field trip, and the scheduled driver is not notified at least twenty four (24) hours prior to departure, the driver shall receive the appropriate pay for the trip. The exception to this is when a team involved in tournament competition does not require a bus because of elimination of participants. The scheduled driver shall then be notified as reasonably as soon as possible of the change.

- f. Extended Field Trips: Extended field trips are those trips which are expected to last four (4) hours or more, and shall include weekend trips or trips when school is not in session.

The driver shall remain at the event site unless prior permission is acquired from the Transportation Supervisor. The driver shall communicate to the advisor/coach in charge of the trip their anticipated meal destination prior to leaving for the meal period(s).

- 1.17 When a new bus or a route becomes available or vacant, either from resignation, retirement or termination of the driver, such route shall be posted for bid. There shall be no lateral (a route with the same hours) movement unless a driver has not had the opportunity for that route at the initial bid procedure. Drivers shall have the opportunity to bid on routes that become available that will result in an increase/decrease in daily time.

Drivers shall have a maximum of two (2) lateral moves per school year unless a unique situation develops which will result in a meeting with the Superintendent, Association president and Transportation Supervisor.

Employees shall indicate their interest in assuming the route(s). After all changes are bid, following seniority, route assignments will be changed at the same time. The same procedure will be followed in the case of a new bus, but bus capacity must align with the route size, as determined by the transportation supervisor, in order for a new bus to be offered for the route. No driver shall be offered a new bus more than once every three (3) years unless routes demand a larger seating capacity.

- 1.18 Bus drivers who are off duty less than thirty (30) minutes between the morning run and an additional field trip shall remain in a pay status.
- 1.19 Any driver or aide determined to be under the influence of alcohol or other mood-altering chemicals may be subject to immediate dismissal should the driver be determined to be “on the clock” and performing his/her assigned job duties and having a level of intoxication in excess of the established threshold limits for drugs or alcohol.
- 1.20 The mechanic shall work under direction of the transportation supervisor and adhere to all directions and expectations with regards to bus maintenance.
- 1.21 Any employee who is separated from the District and is subsequently re-employed shall be treated as a new employee for all purposes of employment and under the collective bargaining agreement, unless expressly stated otherwise herein.

ARTICLE XII — WAGES

Section 1 Salaries

- 1.1 For the duration of this Agreement, there will be no step increases (including longevity) for all employees and the Salary Schedule in Appendix A shall be deemed inactive and void. Employees will be provided their individual wage rates consistent with the restructured compensation system implemented by agreement of the parties. Wages for current employees (hired prior to September 1, 2022) shall be restructured as agreed-upon by the parties for the 2022-23 contract year. Effective September 1, 2023, each employee shall receive a two percent (2%) base wage rate increase. Effective September 1, 2024, each employee shall receive a two percent (2%) base wage rate increase. Longevities set forth in Section 2 of this Article (“Longevity”) are applicable only to employees hired prior to the 2012-2013 contract year.

Any employee hired on or after September 1, 2022, including any re-employed retiree, will commence employment at the wage rate set forth in Appendix C. Any employee on the Base Wage Rate Scale (Appendix C) shall receive wage increases as negotiated from year-to-year between the parties; however, the beginning base wage rates will remain fixed for the length of the contract, as reflected in Appendix C.

In all classifications, paychecks for Custodian II and III, while on second shift, shall be distributed the evening before payday, when possible.

- 1.2 All contracts shall specify hours and hourly rate. The hourly rate shall not be lower than the hourly rate paid during the preceding school year, unless such reduction is part of a uniform plan affecting the classified employees of the entire district.
 - 1.2.1 The standard workweek for classified employees (2080 hours) will be eight (8) hours per day and forty (40) hours per week, Monday through Friday.

The regular work week for short-hour bargaining unit members, excluding bus drivers, shall be Monday through Friday, and shall be for the number of hours established or required for the position; the number of hours and days are to be included in the job posting.

Bargaining unit members shall work four (4), ten (10) hour days when necessary, with mutual agreement between the supervisor, employee and union president, as long as there is no effect on other work assignments or overtime. Custodians working this alternate schedule will be limited to weeks when schools are not in session and the summer months.

Included in the work day are two (2) fifteen (15) minute paid breaks. There will be one (1) break per four (4) hours of work.

Employees will remain on the work site, for eight (8) consecutive hours, which include a paid thirty (30) minute lunch.

1.3 Contracts shall be issued in accordance to the contract provisions as specified within this Agreement. Employees shall receive notice from the Board no later than September 1, of any year, as to their salary and if hourly employees, their hourly rate and hours and days of work.

1.4 The contracted days for all non-twelve-month employees will be the number of days when students are in class (student attendance days) each school year. The District will notify the Union by June 1st of each year the number of student attendance days for the next school year.

1.5 The contracted days for the following non-twelve-month job classifications will include the additional days listed below:

School Secretaries	20 additional days
Transportation Secretaries	25 additional days
Library Aides	2 additional days
Network Technology Coordinator	20 additional days
Board Office Secretaries	20 additional days
Guidance Secretary	20 additional days
Cafeteria – Head Cook	2 additional days
Cafeteria – Staff	1 additional day
Cafeteria – Cashier	1 additional day
Health Aide	2 additional days

1.6 Any required work days in addition to the work days described in Sections 1.4 and 1.5 (excluding calamity make-up days) will be paid upon the submission of timesheets.

Section 2 Longevity

2.1 Longevities are as follows:

- 2.1.1 Over 11 years - \$.26 Additional per hour
- 2.1.2 Over 14 years - \$.31 Additional per hour
- 2.1.3 Over 18 years - \$.24 Additional per hour
- 2.1.4 Over 22 years - \$.24 Additional per hour
- 2.1.5 Over 26 years - \$.19 Additional per hour

2.2 Definitions

Longevity – is defined as consecutive uninterrupted years of service in the district.

Experience – reflects placement on the salary schedule.

Seniority – is defined as uninterrupted service, within the classification or within the district.

Section 3 Classification Pay

3.1 When an employee is requested and does substitute for an employee holding a higher classification, the employee shall receive the compensation of that higher classification on a step parallel with his/her current employment from the first hour of work performed in the higher classification and only for work performed in that classification.

3.2 When a maintenance person is on vacation, the senior Custodian I shall be designated as a maintenance person and compensated as in 3.1 (above) for those hours he/she is performing the duties of the Maintenance Supervisor. When he/she is performing his/her regular duties he will be compensated at his/her regular rate of pay.

Section 4 Retirement Compensation

4.1 All employees are contributing members of the School Employees Retirement System and entitled to all benefits. The Treasurer will deduct ten percent (10%) of the annual salary of each employee for retirement contribution. The Board will “pick up” this employee’s share. The pick up amount will be subtracted from the salary as listed on the salary schedule, thus reducing gross pay by a like amount. This procedure shall be in compliance with the A.G. Opinion 82-097, which permits the amount picked up by the employer to be used in the calculation of final average salary for retirement purposes. S.E.R.S. will credit the reported pick up amounts to individual member accounts and such amounts will be included as part of the accumulated contributions by the individual member.

Section 5 AFSCME PEOPLE Deduction

5.1 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XIII — FRINGE BENEFITS

1.1 Hospitalization

- 1.1.1 The Consumer-Driver Healthcare Plan (CDHP) will serve as the Comprehensive Major Medical Program. Eligible Association members or their eligible family members who enroll in the District's CDHP after the open enrollment period shall be eligible for a health savings account (HSA) as set forth below, including District contributions. However, all amounts of District contributions shall be prorated to account for enrollment in the middle of the plan year. Any additional HSA contribution from the Lake County Schools Consortium (LCSC) shall be left to its discretion. HSA contributions from the employee and any prorated amount from the District shall be paid or issued on a monthly basis.

If an employee maintains a health savings account in connection with the CDHP, the District shall contribute the following amounts to the employee's health savings account (HSA):

1. For each year of this agreement the employee will receive deposit of \$1250 single or \$2,500 family into the HSA to be distributed in two (2) installments during each plan year.
2. Any eligible employee who elects the CDHP but who is otherwise prohibited by law from opening an HSA due to Medicare status will receive the payment(s) outlined in Section 1 above as applicable, from the District. Any payment rendered to the employee under Section 1 will be subject to legal deductions and withholdings (i.e., this payment may not qualify as pre-taxable).

- 1.1.2 Any employee hired prior to September 1, 2016, shall pay the following percentages (as an employee contribution)

Effective during the term of this agreement school year, employees shall pay 15% of the monthly health care, dental and vision base plan premiums.

Any employee hired on or after September 1, 2016, including any individual who has resigned or retired from the District, shall pay 15% of the monthly health care, dental and vision base plan premiums if his/her contracted work week is 32 to 40 hours.

- 1.1.3 Any employee hired prior to September 1, 2016 shall pay 20% of the monthly health care, dental and vision base plan premiums if his/her contracted work week is 20 to 31.9 hours.

Any employee hired on or after September 1, 2016, including any individual who has resigned or retired from the District, shall pay 25% of the monthly health care, dental and vision base plan premiums if his/her contracted work week is 20 to 31.9 hours.

- 1.1.4 Employees working less than twenty (20) hours a week will not be entitled to medical coverage.

- 1.1.5 All contributions for premiums, to Health Savings Accounts and Flexible Spending Accounts, made by employees will be automatically tax sheltered under a Section 125 plan.

- 1.1.6 Cash Payment In-Lieu-Of-Program –

1.1.6.1 Full-time employees and other employees eligible for health coverage under the Negotiated Agreement are eligible to choose to opt out of District-provided coverage consistent with the parameters set forth below.

1.1.6.2 Employee must verify that he/she is covered by insurance from another qualifying source.

1.1.6.3 Amount –

- a. if an employee is currently electing single coverage, is eligible for single coverage, or currently declining healthcare coverage and declines coverage of all Board-provided insurance coverage (including dental, vision, medical and prescription), the employee shall receive \$1,500 for that year (\$1,250 if an employee retains dental and/or vision); if a part-time employee who is eligible for health coverage under the Negotiated Agreement and who is regularly scheduled to work 20-31.99 hours per week currently is electing single coverage or currently is declining healthcare coverage and such eligible employee declines coverage of all Board-provided insurance coverage (including dental, vision medical and prescription), such eligible employee shall receive \$1,125 for that year (\$937.50 if such eligible employee retains dental and/or vision);
- b. if an employee is currently electing family coverage or is eligible for family coverage, and elects single insurance coverage for the following year for dental, vision, medical and prescription, the employee shall receive \$1,500 for that year (\$1,250 if retains family dental and/or family vision); if a part-time employee who is eligible for health coverage under the Negotiated Agreement and who is regularly scheduled to work 20-31.99 hours per week currently is electing family coverage and such eligible employee elects single insurance coverage for the following year for dental, vision, medical and prescription, that eligible employee shall receive \$1,125 for that year (\$937.50 if such eligible employee retains family dental and/or family vision);
- c. if an employee is currently electing family coverage or is eligible for family coverage, and declines coverage of all Board-provided insurance coverage (including dental, vision, medical and prescription), the employee shall receive \$3,000 for that year (\$2,500 if retains dental and/or vision); if a part-time employee who is eligible for health coverage under the Negotiated Agreement and who is regularly scheduled to work 20-31.99 hours per week currently is electing family coverage and such eligible employee declines coverage of all Board-provided insurance coverage (including dental, vision, medical and prescription), such eligible employee shall receive \$2,250 for that year (\$1875 if such eligible employee retains dental and/or vision);
- d. the foregoing parameters only apply if at least five (5) employees eligible for insurance opt to decline coverage under (a) through (c);
- e. if an employee is eligible for Medicare Part A hospital insurance coverage, and the employee is able to and does decline coverage of Board-provided hospital insurance, the employee shall receive one thousand five hundred dollars (\$1,500) for that year;
- f. if an employee moves to Medicare Part B medical insurance coverage, and the employee is able to and does decline coverage of Board-provided medical insurance, the employee shall receive one thousand five hundred dollars (\$1,500). This shall be a one (1) time payment only because employees cannot return to the District's medical insurance plan after receiving Medicare Part B coverage; and
- g. new employees who have both Medicare Parts A and B, and are not otherwise eligible for the District-provided health insurance, shall not be eligible for any payment in-lieu-of insurance option.

1.1.6.4 Time Line - Employees who opt for this plan must notify the Treasurer on forms provided by the close of the enrollment period (September 18). Should it become necessary to rejoin the health plan due to a change in the availability of the alternative coverage verified above, the “payment in lieu” will be prorated. The choice of “payment in lieu” will be effective through August 31, 2025, at which point the cash payment in-lieu-of insurance program as set forth above shall automatically expire, regardless of whether the Negotiated Agreement continues beyond that date or whether a successor agreement is ratified. Thus, extending the cash payment in-lieu-of insurance program beyond August 31, 2025 shall require additional bargaining.

1.1.7 The Board shall offer alternate single and family coverage for all employees defined as full-time under the Affordable Care Act, regardless of hire, for hospitalization insurance and major medical at a cost not to exceed federal regulations. The specifications of this plan will be determined solely by the Board to meet the minimum coverage requirements specified in the Affordable Care Act.

1.1.8 No employee will qualify for more than one (1) incentive payment per enrollment year. Employees whose spouses also are employed by the Board are ineligible for the incentives authorized above.

1.1.9 The open enrollment period for insurance coverage shall commence on November 15 and run through December 15 each year with Insurance effective dates to run from January through December each year.

1.2 Preventive and Health Assessment Threshold Incentive

1.2.1 In order to be eligible for the incentive, enrolled employees in the medical plan must complete at least one (1) of the following routine/preventive services (when age and gender appropriate) annually by a date designated by the District:

- Bone Density
- Breast Cancer Screening
- Complete Blood Count
- Cervical Cancer Screening
- Cholesterol Screening
- Colorectal Cancer Screening
- Diabetes Screening
- Glucose Screening
- Lab & Radioimmunoassay
- Metabolic Panel
- Physical Exam
- Prostate Cancer Screening
- Urinalysis

1.2.2 In addition to completing at least one (1) of the screening/tests above, the employee must also complete the identified “Health Risk Assessment” tool utilized by the applicable healthcare provider.

1.3 Dental Insurance

1.3.1 The Board shall provide the single and family coverage for dental insurance for all members of the bargaining unit.

1.4 Life Insurance

- 1.4.1 The Board shall provide term life insurance for employees working thirty-two (32) hours or more per week paid by the Board at the rate of 100%, for employees working at least twenty (20) hours per week but less than thirty-two (32) hours per week paid at the rate of 80% by the Board; and for employees working less than twenty (20) hours per week paid by employee at the rate of 100%.
- 1.5 Vision Insurance
 - 1.5.1 The Board shall provide single and family coverage for vision insurance for all members of the Bargaining Unit.
- 1.6 Working Spouse Rule
 - 1.6.1 Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business or organization that costs no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the LCSC Health Plan will coordinate as secondary payer for any and all services provided.
 - 1.6.2 It is the employee's responsibility to advise the Kirtland Local School District Benefit Plan (the "Plan") immediately (and not later than thirty (30) days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business or organization or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business or organization unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 25% of the premium cost.
 - 1.6.3 Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business or organization, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the District.
 - 1.6.4 Every employee whose spouse participates under the District's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business or organization. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the District. Additional documentation may be required.
 - 1.6.5 In addition to the above, in the event that two married individuals BOTH work for school districts that are members of LCSC, such individuals shall be subject to a special working spouse rule. Only one (1) member of the marriage may elect family coverage under a district health plan and, in such event, that individual's spouse shall not be eligible to elect any coverage under his/her district's health plan (and shall be a dependent under the elected family coverage). The married couple shall have the right to determine under which district's health plan it will have family coverage. If single coverage is elected by one of the married individuals, the spouse may NOT elect family coverage but may elect single coverage at his/her district (or waive such coverage).
 - 1.6.6 If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business or organization) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from

group medical/prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

1.7 Change in Health Care/Carriers

1.7.1 The Board shall have the option of obtaining and providing comparable insurance coverage through an entity other than the Lake County Schools Council.

1.8 The Board shall maintain insurance coverage as delineated in Article VI during an unpaid medical leave of absence. However, such continuation of coverage shall not exceed twelve (12) months.

Section 2 Liability Coverage

2.1 The Board shall provide such protection to employees as required by the Sovereign Immunity Law of the State of Ohio. If the law is amended, the parties will meet to discuss continuation of liability coverage.

Section 3 Mileage Reimbursement

3.1 All employees required to use his/her personal vehicle to perform school business, shall be reimbursed at the mileage rate utilized by the Internal Revenue Service as of January 30th of each year.

ARTICLE XIV — RETIREMENT/SEVERANCE

Section 1 Separation and Severance Pay

1.1 The Board will pay retiring employees who are eligible under the provisions of S.E.R.S. to retire using the following formula: Up to thirty (30) days of accumulated sick leave by the employee's per diem rate at the time of retirement, plus where applicable, one-quarter (1/4) of the accumulated sick leave days in excess of one hundred twenty (120) days by the same rate. Maximum allowable days total: sixty (60) days.

1.2 In case of the death of a classified employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the ORC to his/her estate based on the employee's per diem rate at the time of death.

1.3 Employees shall have the option to receive severance upon retirement or delay their severance payments until the first regularly scheduled payroll in January of the following year. The employee shall notify the Treasurer of his/her desire to defer the payment upon letter to the Board of Education of said retirement.

Section 2 Re-Employment of Retirees

2.1 The parties agree that the Board shall have the ultimate discretion in determining whether to re-employ any employee who separates from service. Therefore, any employee who separates from service – whether through retirement or resignation – understands there is no commitment or promise of re-employment made by the Board.

2.2 Additionally, if an employee is offered re-employment, he/she understands that there is no guarantee or promise asserted that the employee would return to the same position previously held or that the hours, benefits level or any other term or condition of employment would be the same or comparable prior to his/her deciding to separate from service. The Board will determine positions and assignments based on the best interest of the District.

- 2.3 Any employee who returns to service with the District shall be treated as a new employee for all purposes of employment and under the collective bargaining agreement, unless expressly stated otherwise herein. Specifically, for the purposes of compensation the employee will be placed on the Base Wage Rate Scale. For the purposes of reduction in force, bidding or any other purposes, the employee will possess zero (0) years of seniority upon their return to service.
- 2.4 If the Board opts to rehire an employee who retires under this program, the following conditions apply:
- 2.4.1 The employee will be re-employed on a one (1) year contract, which automatically expires at the end of its term; no further notice is required and there shall be no automatic renewal;
 - 2.4.2 Any renewal of the employee's contract shall be within the ultimate discretion of the Board and any subsequent contract shall be issued as set forth in Section 2.4.1 above;
 - 2.4.3 While the Board may opt to review the performance of the employee through performance reviews, evaluations of the employee are not required in order to non-renew his/her contract;
 - 2.4.4 The employee may not participate in any subsequent local retirement incentives offered by the Board, unless expressly permitted to do so via a written agreement; and
 - 2.4.5 The employee is not eligible for any subsequent severance pay once are provided to the employee.
 - 2.4.6 The employee shall receive vacation and sick leave benefits like any other newly hired employee.
- 2.5 If the District rehires a retired employee within two (2) months of his/her retirement date, SERS may require that the employee forfeit his/her retirement benefits for a period of time. By accepting the position with the District as a rehired retiree, the employee knowingly and voluntarily agrees to comply with the benefit forfeiture provisions set forth in Ohio Revised Code regarding reemployment within two months of retirement.

ARTICLE XV — OCCUPATIONAL SAFETY AND HEALTH

Section 1 Health and Safety

- 1.1 The Board shall adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety and Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted thereafter.
- 1.2 The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Department of Industrial Relations unless the complaint has been filed with the Superintendent and no action has been taken to alleviate the condition within ten (10) calendar days.
- 1.3 Employees required to utilize chemicals, including herbicides, pesticides and germicidal compounds, shall be provided the proper safety apparel and receive documentation on its use and hazards. Further, employees shall be provided with a safe work environment and safety equipment as may be necessary, including eye and hearing protection. Employees are required to purchase their own special footwear if required by the position.
- 1.4 Custodial or maintenance employees or any other bargaining unit member requested or required to remove or encapsulate, or work in an area which may have friable asbestos shall be provided with the proper safety equipment and training necessary to perform such work.

- 1.5 All asbestos related job functions shall be paid at two times (2X) the employee’s regular hourly rate. Asbestos related job functions shall be defined as the encapsulation and/or removal of asbestos containing material. Employees who perform asbestos removal or encapsulation shall be provided with an annual physical examination, which will provide specific testing to determine the employees’ respiratory function and if there may have been exposure to asbestos. The cost of the examination shall be borne by the Board.

ARTICLE XVI — DRUG-FREE WORKPLACE

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

1. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
2. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis, or of any controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.
3. Any member who sustains an injury because of an on-the-job accident or who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. “Accident” means an unplanned, unexpected or unintended event which occurs on Board property, or during the conduct of the Board’s business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board’s business, or within the scope of employment, and which results in any of the following:
 - a. A fatality of anyone involved in the accident.
 - b. Bodily injury requiring off-site medical attention away from the employer’s place of employment.
 - c. Vehicular or other property damage in apparent excess of two thousand five hundred dollars (\$2,500.00).
4. Reasonable Suspicion Testing.

Employees may also be tested if a trained supervisor has reasonable suspicion that the Employee is under the influence of alcohol or illegal drugs or the Employee has alcohol or illegal drugs in his/her body during work hours.

Reasonable suspicion drug and/or alcohol testing will occur when a trained supervisor has reason to suspect that an employee may be in violation of this Policy. The suspicion must be documented in writing within twenty-four (24) hours of the event or prior to the release of the test findings. Reasonable suspicion testing may be based upon among other things:

- a. Direct observation of drug/alcohol use or possession,
- b. Observation of the physical symptoms of drug and/or alcohol use, including, but not limited to:
 - Low productivity
 - Impaired decision making (mistakes)
 - Increased accidents

- Damage to equipment
- Slurring of speech
- Odor of alcohol or marijuana
- Absenteeism
- Other abnormal conduct or erratic behavior

- c. Arrest or conviction for drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. Information provided by reliable and credible sources or independently corroborated regarding an employee's substance use;
- d. Repeated of flagrant violations of the Board's safety or work rules which are determined by a supervisor to pose a substantial risk of physical injury or property damage which appears to be related to substance use and do not appear attributable to other factors.
- e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all Board supervisors will be trained in the recognition of drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

- f. An employee who is sent out for a reasonable suspicion test may not return to work until test results are known. Whether and when the employee will return to work will depend upon the results of the test. Time off will be compensated unless the test result is positive, in which case time off will not be compensated.

5. If the Board has reasonable cause to believe that an employee may have a problem with illegal drugs or alcohol, the employee will be counseled regarding the problem by representatives of the Association and Administration. Additional steps may be undertaken in accordance with Ohio law and this Agreement.

6. Testing shall be conducted at a fixed or mobile laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register."

a. Guidelines and Additional Requirements

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

b. Testing Positive

- 1. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer or Board, and the employee will

have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test. If the employee fails to respond to any communication from the representative from the laboratory within three (3) days from when contact was initiated by the representative, the representative from the laboratory may report the results to the Board.

2. After the initial and confirming Board paid tests, the employee has the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.

c. Refusal or Inability to Produce Specimen

Test results will be deemed positive if an employee does not provide a testable sample within four (4) hours of a request to be tested pursuant to this Article.

7. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Consistent with Board Policy (4170 Substance Abuse and 4170.01 Employee Assistance Program), employees who have tested “positive” under these procedures may be terminated.

Employees who successfully complete an approved drug and alcohol rehabilitation program shall be permitted to return to active employment status upon release. The affected employee shall be subject to random periodic testing for a period not to exceed one (1) year. Should the employee fail to remain free of any illegal substance during the periodic testing period or test positive for drugs or alcohol during future screenings the employment of the bargaining unit member shall be subject to immediate termination.

Employees will have one hundred eighty (180) calendar days to enter into and complete a supervised rehabilitation program. For the duration of this time, the employee will be replaced by a substitute. Upon completion of the treatment plan (which must occur within one hundred eighty (180) days) the employee can return to his/her prior position and the substitute will be displaced. If, however, the employee does not return within one hundred eighty (180) calendar days, the Board will hire a permanent replacement. If the employee is able to return after one hundred eighty (180) calendar days, he/she will be eligible for recall if a position becomes available.

8. Subject to the provisions of this policy, employee confidentiality shall be maintained.

9. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

10. The parties recognize that bus drivers and any other employees who possess a CDL may be subject to additional requirements under the law.

ARTICLE XVII — MISCELLANEOUS

Section 1 Workers' Compensation

1.1 All employees covered under this Agreement are protected under the State Workers' Compensation Act, in cases of injury or death incurred in the course of and arising out of their employment. Any injury incurred shall be reported to the supervisor within twenty-four (24) hours and an application filed with the Bureau of Workers' Compensation. An injured employee shall have the option of applying for Workers' Compensation benefits or using accrued sick leave.

Section 2 Summer Work

- 2.1 Seasonal work shall first be offered to nine (9) and ten (10) month Bargaining Unit employees before such work is offered to non-bargaining unit persons.
- 2.2 Available work shall be offered to the classification, which normally performs the type of work being offered during the school year.
- 2.3 If multiple qualified employees seek a summer position, selection of the employee will be based upon seniority and the ability of the employee to be available for the complete assignment.
- 2.4 When an employee is working outside his/her regular classification, the employee shall be paid at the base wage rate on the Base Wage Rate Scale. Employees shall not be entitled to other bargaining unit rights while performing the duties of seasonal, summer or substitute work (e.g., employees shall not accrue seniority for such service and such service shall not lengthen the employee's regular contract). Employees performing seasonal, summer or casual work provide services on an "as-needed" basis; therefore, such services remain subject to termination when it is determined by the Board that such services are no longer necessary.

Section 3 Substitutes

- 3.1 As additional time is available as a result of an absence within a classification of employment, the senior employee working in that classification shall be offered first opportunity to work such additional time. If declined, it shall then be offered to other members of the affected classification. Additional hours, which may result in overtime, shall be assigned at the discretion of the Board.
- 3.2 Employees who substitute as a result of an absence within a classification other than their own shall be paid at the negotiated rate at step zero (0) on the salary schedule for the appropriate classification.
- 3.3 Except as otherwise permitted by this Agreement, an employee who is scheduled to work under an existing contract with the Board of Education is not eligible for other assignments or extra driving duty trips or runs, field trips and/or shuttles, absent emergency circumstances. At the direction of the Administration, bus drivers may assume field trips in lieu of their regular run.

Section 4 In-Service Training

- 4.1 All classified employees will be reimbursed for attendance at all in-service training classes where attendance is required by the Board and/or state regulation. In-service training may include online training programs provided by Public School Works or any other training provider approved by the Administration. All online training must occur during regularly scheduled work hours, unless the Administration grants an exception. If training occurs outside regularly scheduled work hours, then employees will be paid at a special training rate of sixteen dollars (\$16.00) per hour for all hours in attendance at said trainings including reasonable travel time and expenses (mileage, etc.).

Section 5 Enrollment of Children of Classified Staff

- 5.1 Children of classified employees who reside outside the Kirtland School District, and were hired by the District by September 1, 2003, shall be permitted to attend the Kirtland Schools. The parents shall not be charged tuition for their children attending the Kirtland Schools if the parent is a fulltime employee
- 5.2 Employees who work less than thirty (30) hours per week shall pay tuition on a prorated basis based upon the hours worked. Part time employees shall be defined as less than thirty (30) hours only for Article XVII, Section 5, paragraph 5.2.

5.3 The Superintendent shall have discretion regarding the admission of non-resident employee children if concerns arise regarding enrollment, facilities and other significant issues.

Section 6 Recovery of Non-Sufficient Funds

6.1 Recovery of “non-sufficient funds” checks is the responsibility of the building principals.

Section 7 Work Year for Twelve-Month Employees

7.1 The work year for twelve-month employees will be from September 1 to August 31.

Section 8 Miscellaneous

8.1 An additional one dollar (\$1.00) per hour worked will be added to the hourly rate of pay for a bargaining unit member within the Maintenance or Custodian I classification who is selected by the Director of Building and Grounds to serve as the responsible party for emergencies/point of contact with the Director. Likewise, this provision shall apply to the Transportation Secretary when expressly designated by the Transportation Supervisor.

8.2 The part-time floating custodian workweek will be Monday through Sunday. The work week of all regular twelve (12) month employees will start on Monday.

8.3 Assignment of Event Coverage

In the event that the District’s administration requires custodial coverage for any District function or outside group renting the facility, it is the responsibility of the Custodian I of each building to find coverage for the event consistent with the following protocols:

1. If the Custodian I of the building chooses not to cover the event, the coverage opportunity will be first offered to custodians assigned to that building in seniority order.
2. If none of the building’s custodial staff accepts the coverage opportunity, the opportunity will be offered district-wide to the custodial/maintenance classification on a seniority basis.
3. If none of the district’s custodial/maintenance staff accepts the coverage opportunity, the Custodian I of the impacted building may offer the opportunity to the District’s custodial substitute list.
4. If no one from the District’s substitute custodian list accepts the coverage opportunity, the “last call event coverage list” will be activated.

All District custodial/maintenance employees shall be placed on the “last call event coverage list.” During the annual custodial meeting in August, each employee shall select, by seniority order, a designated pay period to be on call for last call event coverage. Once each employee has selected one pay period, selection shall re-commence with the most senior employee until each pay period has a designated employee for last call event coverage. If any pay periods remain following each employee selecting two (2) pay periods for last call event coverage, the remaining uncovered pay periods will be selected by employees who are in the Custodian II and Custodian III positions by seniority.

Section 9 BCI/FBI Background Checks HB190

9.1 The Board will pay for the fingerprinting and background checks for all employees. If an employee does not pass the background check, then the employee must reimburse the Board for the costs incurred to obtain the employee’s fingerprints and background check.

ARTICLE XVIII — OFF-CAMPUS WORK ASSIGNMENTS

Section 1 *Regulations*

- 1.1 Bargaining Unit employees are not required to undertake work assignments off campus, which are not a part of the Kirtland Local Schools curriculum or athletic programs. Regular in-school job assignments shall take precedent over all outside activities.

ARTICLE XIX — JOB DESCRIPTIONS

Section 1

- 1.1 The Board of Education shall supply job descriptions to all bargaining unit members. Job descriptions shall be given to employees upon their hire, promotion, transfer, or demotion.
- 1.2 The Association President shall receive a copy of all job descriptions and will be issued revised individual job descriptions upon request.
- 1.3 Job descriptions shall include the major characteristics and job duties of the position. The work usually and customarily performed by that position will serve as the framework from which such job descriptions will be developed. Employees shall not be required to perform job tasks, which by custom or design are associated with other bargaining or non-bargaining unit positions.
- 1.4 Prior to the modification of any job description, the Board or designee shall meet with the affected employee(s) to discuss the proposed changes along with the association president and supervisor.
- 1.5 The Director of Facilities and/or building administrator shall follow the custodial chain of command. The custodial chain of command is as follows: All administrators will go to the Custodian I of the particular building to which the work assignment pertains. In the absence of a Custodian I, the administrator will follow this order of command: Custodian II; then Custodian III with the most seniority; and then remaining Custodian III by seniority.

ARTICLE XX — PROFESSIONALISM

1. In order that employees of the district may be easily identified by students, parents and visitors to the district, and to also present a professional image, all custodial/maintenance/grounds, food service, aides and bus drivers (or all personnel except those working in offices) will be required to wear district provided shirts. Employees will be supplied with a maximum three (3) shirts per year. Those employees that work outdoors or on buses will be provided with one shirt and a windbreaker/sweatshirt (equal in costs to two shirts). The district will replace shirts that have been damaged or worn through the course of work duty after the shirts have been turned in to their supervisor. The shirts will be embroidered with the district name, and “staff”. Employees that wish to purchase additional shirts will pay the district for additional shirts ordered on their behalf. Mechanics will continue to be supplied their current uniforms.

 The district will determine the manufacturer of the shirts and any other uniforms paid by the district. The initial selection of attire will be reviewed by a committee of three (3) union members and appropriate supervisors and suggestions will be considered by the district in regard to style, and color. The district also reserves the right to require employees to wear name badges during their term of their employment.

 Failure to wear board provided attire and or name badges can subject an employee to progressive disciplinary action.

2. All classified employees will be required to attend such training meetings set by the district prior to the beginning of, during or after each school year. These meetings will be designed to cover topics such as: training required by state law, a review of district policy and procedures, explanations of new regulations impacting their

work, a review of behaviors and strategies to use when working with children, a review of FERPA; and any other instruction that can assist employees in successfully performing their jobs as employees of the Kirtland Schools.

These meetings can stand in lieu of scheduled or paid days or portions of such days. Alternatively, these meetings may occur outside of employees' scheduled or paid days. If training occurs outside regularly scheduled work hours, then employees will be compensated at a special training rate of \$16 per hour based upon actual time of attendance upon the submission of timesheets. If any such meeting lasts longer than an employee's scheduled or paid day, the employee will submit a timesheet for the additional time. If an employee's scheduled or paid day is longer than the length of such a meeting, the employee will be expected to work the additional hours to equal their full day of work. Failure to attend the meeting can result in disciplinary action unless such meeting conflicts with an employee's other employment obligations outside of the district.

ARTICLE XXI— NO STRIKE

Section 1

- 1.1 During the terms of this Agreement or any extension thereof, the Association, its agents, representatives and members of the bargaining unit shall not directly or indirectly participate in or sanction any strike activity as defined in Chapter 4117 of the Ohio Revised Code or other interference with the operation of the school district.

Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action.

ARTICLE XXII — EFFECTS OF AGREEMENT

Section 1 Consistency with Law

- 1.1 If any provision of the present Agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed to conform to the law.

Section 2 Terms of Agreement

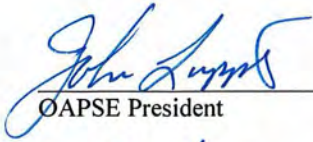
- 2.1 All items and conditions of the present Agreement between the Board and the Association, unless specifically altered, modified, or changed as a result of these negotiations, remain in full force and effect for the duration of the ensuing contract period.
- 2.2 This Agreement may be amended or modified upon notification by the Board or the Association within the procedures of Article IX, annually and upon the mutual agreement of both parties. If not amended or modified, this Agreement remains in effect during the term agreed to in 2.2 of Article XIX.

Section 3

- 3.1 This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) as well as any past practice not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

Section 4

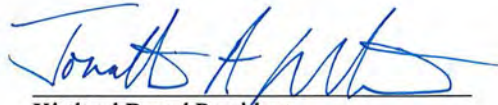
- 4.1 This Agreement is effective from September 1, 2022 until August 31, 2025.



OAPSE President

9/7/22

Date



Kirtland Board President



Kirtland Superintendent



Kirtland Treasurer

9/7/22

Date

THE SALARY SCHEDULE FOR FY 2021-22 WILL BE DEEMED INACTIVE AND COMPENSATION FOR THE 2022-23 CONTRACT YEAR AND GOING FORWARD WILL BE DETERMINED BY THE INDIVIDUAL WAGE RATES PROVIDED TO EACH CURRENT EMPLOYEE.

APPENDIX A

Employees Hired Before 9/1/16 (INACTIVE)

FY2021-22																	
	Account Clerk	Building Secretary	Guidance Sec	Bus Driver	Aide	Transportation Secretary	Mechanic	Bus Aide	Maintenance	Custodian I	Custodian II	Custodian III	Groundskeeper	Float Custodian	Library Aide	Health Aide	
0	16.44	16.97	16.36	19.84	14.63	16.72	21.66	17.98	19.59	17.68	15.57	14.94	16.25	14.94	15.68	20.13	
1	16.82	17.42	16.82	20.42	15.03	17.31	22.31	19.17	20.22	18.31	15.91	15.26	16.58	15.26	16.11	20.54	
2	17.29	17.93	17.29	21.86	15.44	18.04	22.96	18.97	20.74	18.83	16.23	15.58	16.91	15.58	17.25	20.96	
3	17.77	18.60	17.77	22.43	15.91	18.51	23.68	19.55	21.36	19.43	16.57	15.91	17.26	15.91	17.64	21.39	
4	18.24	18.99	18.24	22.91	16.39	18.97	24.36	20.03	21.89	19.97	16.96	16.33	17.68	16.33	18.09	21.89	
5	18.68	19.54	18.68	23.46	16.81	19.37	25.10	20.66	22.52	20.57	17.29	16.63	18.01	16.63	18.44	22.30	
6	19.16	20.25	19.16	23.95	17.25	19.90	25.85	21.19	23.12	21.16	17.63	16.98	18.38	16.98	18.87	22.78	
7	19.65	20.77	19.65	24.44	18.05	20.35	26.63	22.09	23.77	21.83	17.97	17.30	18.75	17.30	19.18	23.22	
8	20.13	21.26	20.13	24.98	18.44	20.77	27.42	22.66	24.19	22.36	18.31	17.64	19.11	17.64	19.56	23.68	
9	20.63	21.98	20.63	25.50	18.86	21.31	28.25	23.18	24.98	23.04	18.69	17.99	19.58	17.99	20.02	24.11	
10	21.21	22.56	21.21	26.02	19.13	21.79	29.08	23.51	25.59	23.60	19.10	18.43	19.98	18.43	20.41	24.75	
11	21.73	23.33	21.73	26.51	20.02	22.36	29.95	24.60	26.19	24.18	19.42	18.74	20.33	18.74	20.76	25.17	
12	22.00	23.60	22.00	26.78	20.29	22.63	30.22	24.87	26.46	24.45	19.68	19.01	20.60	19.01	21.03	25.43	
15	22.32	23.92	22.32	27.09	20.61	22.94	30.54	25.19	26.82	24.77	20.00	19.32	20.91	19.32	21.34	25.75	
18	22.56	24.16	22.56	27.34	20.85	23.19	30.79	25.43	27.02	25.01	20.25	19.57	21.16	19.57	21.59	26.00	
23	22.81	24.41	22.81	27.59	21.10	23.43	31.03	25.68	27.27	25.26	20.49	19.82	21.41	19.82	21.84	26.24	
27	23.00	24.60	23.00	27.78	21.29	23.63	31.23	25.87	27.46	25.45	20.69	20.01	22.25	20.01	22.03	26.44	

APPENDIX B

**HOLIDAYS,
BY POSITION**

	PAID HOLIDAYS	PAID NON-WORKDAYS	LABOR DAY	THANKSGIVING	THANKSGIVING DAY AFTER	CHRISTMAS EVE	CHRISTMAS DAY	NEW YEAR'S EVE	NEW YEAR'S DAY	MARTIN LUTHER KING DAY	PRESIDENT'S DAY	GOOD FRIDAY	MEMORIAL DAY	JUNETEENTH	INDEPENDENCE DAY
ACCOUNT CLERK	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
PAYROLL CLERK	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
HEAD MECHANIC	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
MAINTENANCE	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
CUSTODIAN I	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
CUSTODIAN II	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
CUSTODIAN III	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
GROUNDSKEEPER/MAINTENANCE II	8	4	H	H	N	N	H	N	H	H	H	N	H	H	H
TRANSPORTATION SECRETARY	7	4	H	H	N	N	H	N	H	H	H	N	H		
SCHOOL SECRETARY	7	4	H	H	N	N	H	N	H	H	H	N	H		
GUIDANCE SECRETARY	7	4	H	H	N	N	H	N	H	H	H	N	H		
NETWORK TECHNOLOGY COORDINATOR	7	4	H	H	N	N	H	N	H	H	H	N	H		
BOARD OFFICE ADMINISTRATIVE SECRETARY	7	4	H	H	N	N	H	N	H	H	H	N	H		
CAFETERIA - HEAD COOK	6		H	H			H		H	H			H		
LIBRARY AIDE	6		H	H			H		H	H			H		
HEALTH AIDE	6		H	H			H		H	H			H		
CAFETERIA – CASHIER	6		H	H			H		H	H			H		
CAFETERIA STAFF	6		H	H			H		H	H			H		
BUS DRIVER	6		H	H			H		H	H			H		
BUS/EDUCATIONAL/PUPIL INVENTORY/SUPPORT AIDE	6		H	H			H		H	H			H		
PART-TIME FLOATING CUSTODIAN	8	4	H	H	N	N	H	N	H	H	H	N	H		

APPENDIX C - BASE WAGE RATES

For any employee hired on or after September 1, 2022, including any re-employed retiree, the following wage rates shall apply:

POSITION	Min. 22-23	Max. 22-23	Min 23-24	Max 23-24	Min 24-25	Max 24-25
School and Guidance Secretary	\$16.00	\$17.50	\$16.32	\$17.85	\$16.65	\$18.21
Bus Driver	\$20.60	\$23.00				
Bus/Bus (Low Incidence) Educational/Pupil/Inventory/Support Aide	\$13.50	\$15.00	\$13.77	\$15.30	\$14.05	\$15.61
Transportation Sec’y/Board Office Admin. Sec’y	\$16.00	\$17.50	\$16.32	\$17.85	\$16.65	\$18.21
Head Mechanic/Vehicle Maintenance	\$23.00	\$26.00	\$23.46	\$26.52	\$23.93	\$27.05
Maintenance	\$19.00	\$21.00	\$19.38	\$21.42	\$19.77	\$21.85
Custodian I/Maintenance II	\$17.50	\$19.00	\$17.85	\$19.38	\$18.21	\$19.77
Custodian II	\$15.25	\$16.75	\$15.56	\$17.09	\$15.87	\$17.43
Custodian III	\$14.50	\$16.00	\$14.79	\$16.32	\$15.09	\$16.65
Groundskeeper/Custodian	\$16.00	\$17.50	\$16.32	\$17.85	\$16.65	\$18.21
Library Aide	\$14.50	\$16.00	\$14.79	\$16.32	\$15.09	\$16.65
Health Aide***	\$15.50	\$17.00	\$15.81	\$17.34	\$16.13	\$17.69

Any employee hired on or after September 1, 2022, including any re-employed retiree, will commence employment at the wage rate set forth above. Any employee hired on or after September 1, 2022 shall receive wage increases as negotiated from year-to-year between the parties; however, the beginning base wage rate ranges will remain fixed for the length of the contract.

Effective September 1, 2023, the minimum and maximum wage rate range shall increase by two percent (2%). Likewise, effective September 1, 2024, the minimum and maximum wage rate shall be increase by another two percent (2%).

The base wage chart above shall be the minimum starting point for individuals starting with the District on or after September 1, 2022. The District may offer starting wages to an employee within the minimum and maximum range set forth above; however, the Board may exceed the maximum range set forth above based upon difficult to fill positions or experience obtained outside of the District. Any Board decision to exceed the maximum range shall not be grievable.

Unless otherwise set forth above, the MOU on bus driver will remain in effect through and sunset after completion of the 2024-2025 school year.

***Health Aides possessing RN licensure shall be paid a one thousand five hundred dollar (\$1,500.00) prorated stipend at the end of the 2022-2023, 2023-2024, and 2024-2025 school years. This stipend will not continue beyond the term of the current Agreement unless mutually agreed to by the parties in negotiation of a successor agreement.

APPENDIX D

(Legacy Document)

Section 3 Fair Share Fee

3.1 OAPSE recognized its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the OAPSE. No member of the bargaining unit is required to become a member of OAPSE. It shall be the responsibility of OAPSE to prescribe and follow an internal procedure to determine the fair share fee for non-members, which conforms to all applicable provisions of the Ohio Revised Code.

3.2 Payroll Deduction of Fair Share Fee

3.2.1 Sixty (60) days following the beginning of employment the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize political or ideological causes not germane to the Association's work in the realm of collective bargaining. Such fair share fee shall not exceed the dues paid by members of the Association who are in the bargaining unit. The Association shall notify the Board of the fair share fee amounts and any changes in the amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. At the same time the Association shall provide to all employees in the bargaining unit a notice containing the amount of the fee and a statement that the employee may file an objection to the fee as assessed. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Board except that written authorization for deduction of fair share fees is not required.

3.2.2 The Association agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) days of receiving the written claim. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.