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AGREEMENT BETWEEN THE  
NEW LEXINGTON BOARD OF EDUCATION  
AND  
LOCAL 2020, OHIO COUNCIL 8  
AFSCME, AFL-CIO  
2012- 2015

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## PREAMBLE

This document represents an Agreement between the New Lexington City School District Board of Education hereinafter referred to as the "Board" and Local 2020 and Ohio Council 8 of the American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as the "Union". The scope of this Agreement and the negotiations shall be limited to wages, fringe benefits and working conditions.

## ARTICLE 1 RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment.

## ARTICLE 2 BARGAINING UNIT

SECTION 1. The bargaining unit shall consist of all employees in the following classifications:

Included:

- Bus Drivers
- Custodians
- Secretaries
- Head Cooks
- Cooks
- Educational Assistants
- Labor Specialist
- Nursing Assistant

Excluded:

- All substitute and casual employees
- All supervisors and confidential\* employees

\*Confidential employee means any employee who works in the personnel offices of a public employer and deals with information to be used by the public employer in collective bargaining; or any employee who works in close continuing relationship with public officers or representatives directly participating in collective bargaining on behalf of the employer.

SECTION 2. Any other classifications which may be established during the term of this Agreement and which are not *excluded*, shall be included in the bargaining unit.

### ARTICLE 3

#### NON-DISCRIMINATION

SECTION 1. The Board and the Union agree not to discriminate against any member of the bargaining unit in any manner relating to employment on the basis of *race, color, creed*, national origin, age or sex.

SECTION 2. The Board and the Union agree not to discriminate against any member of the bargaining unit because of union membership or lack thereof and there shall be no reprisal, intimidation or harassment of any employee for participation or non participation in any lawful Union activity.

SECTION 3. Alleged incidents of harassment by Management to employees, or employees to other employees shall be issues that may be addressed in a labor management meeting.

### ARTICLE 4

#### UNION SECURITY

SECTION 1. The Board agrees to deduct monthly Union dues or fair share fee in the amount authorized in writing by the Union. Monthly Union dues shall be deducted from the pay of employees upon receipt of a written authorization executed by the employee for that purpose.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

The fair share fee shall be certified to the employer by the Union.

SECTION 2. The total amount of monthly dues deductions and fair share *fees*, with a list of the employees from whom appropriate deductions have been *made*, shall be transmitted to AFSCME, Ohio CouncilS, 6800 N. High *Street*, Worthington, *Ohio*, 43085-2512 within ten (10) working days after such dues and fees have been deducted.

SECTION 3. Dues or fair share fees shall be deducted from the first paycheck of each month.

SECTION 4. The Union agrees that it will indemnify and save the Board harmless from any actions which may arise as a result of fair share fees or dues deduction made under this Article, and assumes full responsibility for the disposition of the dues deducted once they have been turned over to the Union.

SECTION 5. An employee who qualified under 4117.09(0) of the Revised Code as for conscientious objection may designate the fair share fee to the *Board's* N.L.f.J.C. General Scholarship Fund under section 501(C)(3) of the Internal Revenue Code.

#### SECTION 6. PEOPLE Checkoff

The Employer will deduct voluntary contributions to the American Federation of *State*, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This

list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The Union shall hold the New Lexington Board of Education harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the New Lexington Board of Education to the Controller of Ohio Council 8 within the first calendar week after such deductions are made.

## ARTICLES

### UNION REPRESENTATION

SECTION 1. All official communications to the Board from the Union shall be directed through the Central Office Administrator in charge of non-certified personnel.

SECTION 2. Names of the officers of the Union shall be submitted in writing to the Board no later than five (5) days following the signing of this Agreement.

SECTION 3. The Union may designate one (1) steward at each school building and one (1) steward at the bus garage. The names of Union stewards shall be submitted to the Board upon election or appointment.

SECTION 4. The President or Vice-President of Local 2020 and all stewards shall be permitted to process grievances during work hours without loss of pay and

employees shall be permitted to file grievances during work hours without loss of pay subject to the following provisions:

- A. An employee having a grievance shall notify his/her immediate supervisor and request the presence of his/her Union Steward. If the immediate Supervisor is unavailable, the Central Office Administrator for noncertified personnel or his/her designee shall be notified.
- B. The Union *Steward*, Local President, or Vice-President, shall be relieved from duty to process the grievance upon securing permission from his/her immediate supervisor. If the immediate supervisor is unavailable, the Central Office Administrator for noncertified personnel or his/her designee shall be notified.
- C. Upon securing permission from the supervisor, the Union representative shall proceed directly to the work area of the grievant and report to the supervisor of the employee having the grievance.
- D. The Union Representative and the grievant shall keep to a minimum the time lost from work due to grievance handling.
- E. Upon completion of the grievance handling, the Union Representative shall return directly to his/her work area and report to his/her supervisor. If the immediate Supervisor is unavailable, the Treasurer for noncertified personnel or his/her designee shall be notified. The Union Steward shall indicate how much time has been used for processing the grievance on his/her time card.
- F. The total amount of paid time for Union Stewards and the Local Union President or Vice President to process grievances will not exceed five (5) hours per week or twenty (20) hours per month. The Local Union President will be permitted to borrow unused time from *stewards*, but not to exceed a total of five (5) hours per week or twenty (20) hours per month.

SECTION 5. One duly elected delegate from the Local Union may be permitted to attend conventions of the Union on work days subject to the following conditions:

- A. Leave must be requested and approved at least fifteen (15) days prior to the taking of leave.
- B. Such leave shall be without pay.
- C. There will be a limit of seven (7) days per calendar year for such leave.

SECTION 6. A Staff Representative of the Union may be permitted to meet with the Local Union President or Vice-President on Board property subject to the following conditions:

- A. The Staff Representative requests permission from the Central Office Administrator in charge of non certificated personnel prior to any such visitation.
- B. The President or Vice-President's release from duty will not exceed two (2) hours and will be subject to the supervisor's approval. No such release time will be authorized if operational needs preclude the officer from being released from duty. The officer will not lose pay for consultation with the Staff Representative.

## ARTICLE6

### SENIORITY

SECTION 1. Two (2) types of seniority are established under this AGREEMENT as follows:

- A. Bargaining Unit Seniority, which is defined as the length of time that an employee has been continuously employed by the Board from the most recent date of employment.

- B. Classification Seniority, which is defined as the length of time that an employee has been employed in the classification in which he/she is then employed from the most recent date of entry into that classification.

SECTION 2. Seniority shall be lost for the following:

- A. When an employee quits.
- B. When an employee is terminated for just cause.
- C. When an employee is absent for more than three (3) consecutive work days without notifying the Administration.
- D. When an employee does not return from leave of absence.
- E. Failure to report to work within seventy-two (72) hours after receipt of notice of recall in the case where an employee has been laid off. The notice shall be sent certified, return receipt requested.

SECTION 3. Every six (6) months the Board shall provide to the Union:

A Seniority list, made up by classification, which shall contain, in order of classification seniority, the name, bargaining unit seniority date, and classification seniority date of each employee. The seniority list shall be posted in each school building.

SECTION 4. If two or more employees are hired on the same *date*, the employee whose bid position has the most hours in a day shall have more seniority. If there is still a tie in seniority the employee who works more months in a year shall have more seniority. If there is still a tie permanent seniority will be determined by a coin toss observed by the two employees and the Union President.

SECTION 5. Any employee who goes on an unpaid leave of absence shall have their seniority frozen, excluding FMLA and worker's compensation.

## ARTICLE 7

### JOB POSTING AND TRANSFER PROCEDURES

SECTION 1. Whenever a position becomes open or a new position is created during the school *year*, the Board shall post notice of the opening within fourteen (14) calendar days of the opening occurring/position being created. The position shall be posted for *five* (5) working days prior to the position being filled. Notices shall be posted in all schools at the time clocks and at the bus garage. Copies shall be distributed to principals and the Local Union President. During the months of June, July and *August*, when school is not in session, the Board shall post all vacancies, as they are determined to be opened. A copy of each posting shall be mailed to the Union President and Vice-President. Individual employees may receive notice of vacancies by mail. For this purpose, the individual must provide the Board with the first twelve (12) self-addressed envelopes. The notice shall contain the following:

- A. Title of job
- B. Shift, times, or number of hours
- C. Description of work to be completed
- D. Rate of pay
- E. Qualifications required
- F. Closing date for application
- G. Name of person to whom to apply

A location shall be maintained in the Central Office for job postings.

All newly hired employees and employees moving to a new classification and substitutes shall receive on site training by the appropriate supervisor prior to beginning a new position.

SECTION 2. Employees who desire the posted job shall submit a written request to the Board by the end of five (5) day posting period (Note: When postings are put in

the envelope with pay checks the posting period shall end five central office working days after said pay date).

SECTION 3. All applications filed within said time limits will be reviewed by the Board and interviews may be held. A successful non-certificated employee will be placed in the position within fourteen (14) calendar days of the final day of posting in the following order of preference and based on the criteria set forth:

- A. By classification seniority among the applications within the classification who possess the minimum qualifications. (Lateral Transfer)
- B. By bargaining unit seniority from among the non-certificated applicants who desire the position and who possess the minimum qualifications for the position.
- C. Any employee on recall who may meet minimum qualifications within thirty (30) days of the start of the new position.
- D. If no employees fill the vacancy pursuant to Steps A through C above, then the Employer will post and hire the position externally.

SECTION 4. When an employee applies for and receives a position that changes classification, he/she will be put on the salary step that is the same step he/she would have held in the previous position. If the position is a step-up and/or promotion, then the employee would move to the salary step which would be the nearest step upward in pay rate from the previous salary step held.

SECTION 5. A copy of the awarded position and the name of the employee selected will be forwarded to the Local Union President or his/her designee within three (3) days after the position is awarded.

SECTION 6. TEMPORARY TRANSFER- Any employee may be temporarily transferred to another classification, shift or building, for up to ninety (90) calendar days. If the employee is temporarily transferred to a higher classification or *job*, that employee shall receive the rate of pay associated with that classification that is

equal to or greater than their current rate of pay. If the employee is temporarily transferred to a lower classification, there shall be no change in the rate of pay.

For temporary transfers within the custodial classification, after five (5) consecutive work days of absence within that classification, other custodians within the affected building shall have the right to request to temporarily transfer to the shift left open. The right to request shall be based upon seniority. However, if no custodians within the affected building request to temporarily transfer, the Board will determine how best to meet the custodial needs of the building.

SECTION 7. PERMANENT TRANSFER- Permanent transfers will be made by classification seniority; the most senior employee in that classification will be given first choice. If nobody in the classification elects to transfer, then the least senior employee in that classification will be transferred.

SECTION 8. In the event that an employee is assigned to fill the vacancy and the placement proves to be inappropriate, said employee shall be return to his/her old position without loss of seniority and at the rate of pay he/she held in that former position.

SECTION 9. WORKING OUT OF CLASSIFICATION. No employee will be required to work out of classification unless temporary or permanently transferred according to this Agreement.

SECTION 10. When employees are needed for overtime or extra time, the following procedure will be followed:

- A. The Employer shall first ask employees within the classification in the building affected.
- B. The Employer shall then ask employees in that classification.
- C. The Employer shall ask substitutes if they would like to work.
- D. If no one in A through C above accepts the work, then the least senior employee in that classification will be required to perform the work.

The list will begin after the last person who took the overtime.

ARTICLE 8  
LAYOFF AND RECALL/JOB  
ABOLISHMENT PROCEDURES

Section 1. LAYOFF. When it becomes necessary through lack of work or lack of funds to reduce the number of employees in the classified unit, the following layoff order shall be observed:

- A) All seasonal, emergency, casual, all CWEP-SEP, etc., working by contract for the Department of Job & Family Services, temporary, substitute, and probationary employees shall be laid off first before any permanent employee is laid off.
- B) Thereafter, should it be determined any further reduction in the work force is necessary, the employee with the least amount of total seniority in the designated classification of layoff shall be laid off first.
- C) The Employer shall give a two (2) week notice of the intent to reduce the work force to the Union and will provide a current seniority list at the time of such notice.

Section 2. DISPLACEMENT. An employee who is laid off or displaced from his/her position as a result of reduction in the work force shall have the right to exercise his/her total system seniority in the following order:

- A) Displace the employee with less total seniority in any classification provided the employee exercising displacement either currently meets the minimum qualifications for the classification of displacement or becomes qualified for the classification of displacement within a period of thirty (30) days from the start of the new position.

- B) Any exercise of displacement by an employee shall result in that employee receiving the rate of pay for the new classification based upon the employee's number of years of experience in the new classification.
- C) All displacements shall occur at a bargaining-unit wide meeting scheduled between the Employer and the Union.

Section 3. RECALL. Employees who are laid off and/or displaced shall be placed on a recall list and shall have the right of recall to a vacant position (as per Article 7) for a period of two (2) years from the effective date of layoff/displacement. Recall shall be as follows:

- A) Vacancies within the classification from which the employee was laid off or displaced; then
- B) Vacancies within another equal or lower number of hour or pay classification for which the employee is either qualified as of the effective date of recall or for which the employee can become qualified within a period of thirty (30) days from the start of the new position.
- C) Recall shall be made in the inverse order of layoff or displacement by mailing notice to the employee's last known address, by certified mail, return receipt requested. The affected employee shall have seventy-two (72) hours from the time of receipt of notice of recall to notify the Employer of their intent to return. Failure to accept recall within a period of seventy-two (72) hours or failure to report for duty upon recall will result in the employee forfeiting all future rights to recall and/or employment.

Section 4. EFFECT UPON EMPLOYEES OUT ON UNPAID LEAVES OF ABSENCE. In the event of reduction in force, displacement and/or recall occurring while employees are out on unpaid leaves of absence (excluding FMLA), those employees who are out on unpaid leaves of absence during reduction in force, displacement and/or recall shall have no right to continuation in or return to employment except that in the event of reduction

in force, displacement and/or recall, employees who are out on unpaid leaves of absence shall have the right to participate in both displacement and recall processes. However, failure on the part of an employee who is on unpaid leave of absence to participate in either the displacement or recall process is exclusively at the employee's election and will result in forfeiture of any/all rights with respect to displacement and recall.

Section 5. WORK BY SUPERVISORS. No supervisor will be permitted to perform bargaining unit employee's work so as to prevent the hiring of additional employees or while an employee is laid off.

Section 6. PART-TIME EMPLOYEES. If the Employer decides not to hire a new employee for the same hours of a vacated position, the Employer shall meet with the Union to discuss the reduction in hourly position. This section is not intended for the Employer to erode the bargaining unit such as (hiring two (2) four (4) hour employees for an eight (8) hour job).

## **ARTICLE9**

### **HOURS OF WORK AND OVERTIME**

SECTION 1. The normal work week for twelve (12) month full-time employees shall be five (5) consecutive days, Monday through Friday, forty (40) hours per week, eight (8) consecutive hours per day, exclusive of meal periods. Employees presently working a different work week shall continue to work that schedule.

SECTION 2. The Board shall have the exclusive right to schedule the starting and ending time of all employees and to designate the days of work and the number of work days for all employees.

SECTION 3. The normal work week for all employees shall be five (5) consecutive days, Monday through Friday, except in case of emergencies (See Section 1 above), based on current hours worked.

SECTION 4. The Board will permit all noncertified personnel to have one (1) break for every four (4) hours worked. The break shall be at the Board's expense and shall not

extend beyond fifteen (15) minutes. Break times and procedures shall be established by the respective supervisors. The employee may be called to work during the break.

SECTION 5. In accordance with the provisions of applicable Merit System Law, no employee in the classified service shall have his/her pay rates or hours reduced except as provided in sections 124.32 and 124.34 of the Ohio Revised Code.

SECTION 6. Educational Assistants shall be notified of their assignment, annual days of work and the number of hours per each school day and their salary as soon as possible after August 1<sup>st</sup> of each year for which this contract is valid.

SECTION 7. In the event it becomes necessary for the Board to change the normal work week of employees due to an emergency, i.e., decreased revenue, the provisions of Section 1 of this Article will be null and void, providing the Board notifies the Union in writing of its intent to alter the normal work week and the reasons thereof and a meeting is held with the Union for the purpose of amending provisions with regard to the normal work week of bargaining unit employees.

SECTION 8. All hours in excess of forty (40) hours paid per week (including sick leave, personal leave, vacation and calamity days), shall be paid at the rate of one and one half (1 1/2) times the hourly rate. All employees who are called in by the administration on less than twenty-four hours notice to work hours, which are separate from their standard work schedule, shall be guaranteed two (2) hours regular time with pay as call-in time.

Employees who report for duty for a previously-scheduled event that is cancelled by the administration shall be guaranteed one (1) hour regular time with pay as show-up time.

Employees who report for duty for a previously-scheduled event that is postponed by the administration shall be guaranteed at least one (1) hour of actual work as a result of the postponement and shall be paid for all hours actually worked during the postponed event but no call-in or show-up time will apply.

SECTION 9. The Board will make an equitable distribution of overtime among employees in the same classification within each separate school building; and for bus drivers, an equitable distribution of overtime among all available, qualified drivers.

Employees who are offered overtime and refuse it, shall be credited as if they had worked such overtime for purposes of equal overtime distribution. The Employer shall maintain an overtime record for purposes of overtime equalization and shall make such record available upon reasonable notice from the Local Union President of its intent to inspect overtime records.

In the event no employee accepts overtime, the least senior employee(s) (classification seniority) will be required to work overtime.

No employee shall be paid for work which is not performed. In the event that an employee is inadvertently passed over for overtime or extra work, that employee shall have an opportunity to work the next time in the seniority rotation, unless it can be demonstrated that such act was arbitrary.

When an employee desires to receive comp time as compensatory for working overtime instead of receiving cash payment for working overtime, the employer and the employee shall enter into a written agreement (see attached Form) that states the employee's desire to receive comp time as compensation for working overtime. This written agreement (see attached Form) shall be executed prior to the employee actually working the overtime hours for which they would like to receive comp time. This written agreement (see attached Form) shall be executed each time an employee works overtime and wants to be compensated in comp time. Comp time can be accrued by an employee up to two-hundred and forty (240) hours in any two (2) year period. Comp time can be used upon prior supervisory approval. Any unused comp time hours at the expiration of the two (2) year accmal period can be paid out in cash to the employee, upon the employee's written request. Any unused comp time hours at the end of the employee's employment status with the Board will be paid out in cash to the employee. Any and all cash payments for comp time will be based on the employee's hourly rate of pay as of the last date comp time was actually accrued to the employee's benefit.

SECTION 10. The Employer shall not erode the bargaining unit by replacing full time personnel with part time persormel (i.e., Full time cook retires and is replaced with two three hour employees).

SECTION 11. Employees who, by contract, do not work during the summer, may sign up to work during the summer in classifications outside of their contractual classification. In order to be employed in this capacity, employees must be qualified pursuant to the job description to perform the positions of interest. If employed in this capacity, employees shall be paid at Step 1 of the classification in which they are employed during summer months. In addition, if employed in this capacity, employees shall be credited with days worked for purposes of placement on the negotiated salary schedule.

Nothing in this section shall prohibit the Board from contracting with student work study programs throughout the school year and during the summer months. In the event the Board contracts with student work study programs, there shall be no more than two (2) student workers assigned in each building and each student worker shall have a member of the bargaining unit with which to work.

## **ARTICLE 10**

### **DISCIPLINARY PROCEDURE**

SECTION 1. The Board shall have the right according to the provisions of the applicable Ohio Revised Code Sections. Any discipline shall be for just cause.

SECTION 2. The Board maintains the right to immediately suspend or discharge any employee whenever the health and welfare of students or other employees is endangered by the continued presence of the employee in the school district. The Board also has the right to suspend or discharge an employee for just cause.

SECTION 3. The Board will notify the Local Union President, in writing, on the day any suspension or termination is issued to an employee. Such notice will state the type of discipline and the reason for such discipline. The employee will be given the right to due process to address the discipline.

SECTION 4. A meeting will be mutually scheduled for date, time and place by the Union and Employer in regard to any discipline which may result in a verbal reprimand placed in an employee's file, a written reprimand, suspension, or dismissal, the affected

employee shall have the right to representation by the Local Union President, Vice President or a union steward at any such meeting. The Local Union President shall receive a copy of any written discipline document that is placed in an employee's personnel file.

SECTION 5. In taking any disciplinary action against any employee, the Board will not rely on any prior disciplinary action which occurred more than fourteen (14) months actual work time prior to the occurrence upon which the current disciplinary action is based.

SECTION 6. A grievance which involves disciplinary suspension or discharge, must be filed at Step 2 of the grievance procedure within five (5) work days after the disciplinary action was received by the employee.

## ARTICLE 11

### LEAYES OF ABSENCE

SECTION 1. A non certificated employee may apply for an unpaid leave of absence from the Board for up to twenty-four (24) consecutive months pursuant to the provisions of ORC Section 3319.13. Such leave of absence request must be submitted at least thirty (30) days in advance of the anticipated leave and the Board may require additional accompanying documentation be submitted by the employee in support of the request and leave status. At the time an employee goes on an unpaid leave of absence, their seniority shall be frozen until their return to work. Upon return from a twelve (12) week or more Board-approved unpaid leave of absence, an employee has no expectation of returning to the same position or classification the employee held prior to the unpaid leave; but only to the employee's former contract status in a position and classification for which the employee is qualified to the extent such a position is available. If there are no openings, the employee shall be laid off and placed on the recall list. During any period of unpaid leave of absence approved pursuant to this Section, the employee shall mail any and all payments for continuation of benefits directly to the Treasurer's Office in a timely fashion.

SECTION 2. SICK LEAVE- Each non certificated employee of the Board shall be entitled to sick leave at the rate of one and one-fourth (1)days with pay for each completed month of service.

The maximum accumulated sick leave for any one (1) year, shall be fifteen (15) days. Employees shall be permitted to use sick leave in increments of one-fourth() day minimum.

Maximum accumulation of sick leave shall be 240 days.

SECTION 3. JURY DUTY LEAVE- When it becomes necessary for a non certificated employee to appear for jury duty, the employee shall be paid the difference between his/her jury pay and his/her regular salary for the actual number of days involved. Such leave shall not be deducted from any other type of leave.

SECTION 4. PAID MILITARY LEAVE- Military leave shall be granted to employees in accordance with the requirements of State and Federal Laws.

SECTION 5. PERSONAL LEAVE- Non certificated employees shall be granted three (3) unrestricted personal leave days. A written request must be submitted five (5) days in advance of the leave date except in emergencies. The Superintendent or his designee may limit the number of employees on personal leave on the same day to two (2) employees per classification. If more than two (2) employees per classification have requested the same day off, the two (2) employees with the most bargaining unit seniority shall be granted the day off. Personal leave cannot be used on the employee's workday immediately preceding or following a holiday or vacation period nor on the first or last day of the school year. Emergencies or special circumstances may be considered by the Superintendent.

Noncertified employees may at the end of the contract year, if they do not use any personal leave days or portion thereof during the contract year, convert the unused personal leave days to one (1) day of sick leave for every day of unused personal leave or request monetary payment in the amount of \$250.

For employees who use any personal leave days or portion thereof during the contract year, the only option they will have at the end of the contract year will be to convert the unused personal leave days or portion thereof to one (1) day of sick leave or portion thereof for every day of unused personal leave days.

**SECTION 6. MATERNITY LEAVE-** Maternity leave shall be granted to a non-certified employee in compliance with the provisions of the Family and Medical Leave Act. Extensions may be granted at the discretion of the Board. All employees shall submit a written notice of pregnancy, custody or adoption to the Superintendent. This notice shall be submitted within ninety (90) days, or as soon as possible, of an anticipated leave for pregnancy, custody or adoption, advising the Superintendent of the anticipated date of birth, custody, or adoption, and further advising the Superintendent to the approximate dates that the employee shall commence and end such leave as described above.

If prior to the date sent for the initiation of maternity leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of the pregnancy, the Superintendent may require the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee may return to service after the termination of pregnancy upon providing the Superintendent with a medical certificate from her physician stating that she is able to resume her duties. The Superintendent and the Board have discharged their responsibility under this policy by offering the former position held by the employee or by offering a similar vacancy after the individual has been declared eligible for service by her physician.

The Board recognizes that the granting of unpaid maternity leave does not preclude the pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio. Maternity leave and sick leave cannot run concurrently.

**SECTION 7.** Employees who return to work following any approved leave of absence shall be guaranteed re-employment in the same classification and the same number of hours held prior to leave.

SECTION 8. BEREAVEMENT LEAVE- The Board shall provide three (3) days paid leave to employees in the event of death in the immediate family. Additional days of bereavement leave beyond these three (3) shall be charged to sick leave.

Immediate family shall consist of spouse, mother, father, brothers, sisters, sons or daughters, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-mother & step-father, son-in-law, daughter-in-law and grandchildren.

Other in-laws, and other relatives are excluded from the definition of immediate family. Employees may receive one day bereavement leave to attend the funeral of persons outside the immediate family, which shall be charged against the employee's accumulated sick leave.

SECTION 9. DISABILITY LEAVE OF ABSENCE WITHOUT PAY- When an employee becomes physically or mentally incapacitated due to a qualifying FMLA reason/condition, he/she shall be eligible for unpaid leave in compliance with the provisions of the Family and Medical Leave Act.

Nothing contained in this Section shall be construed as preventing an employee from filing a claim with the Ohio Industrial Commission for such Workers' Compensation benefits to which he/she may be entitled by law. Anytime an employee is injured on the job, the Employer shall advise the injured employee of his/her option to take sick leave or temporary total compensation from Workers' Compensation. The Employer shall waive the sick leave if the employee so chooses.

SECTION 10. A.D.A. and F.M.L.A. -The Employer shall comply with the mles of the Americans with Disabilities Act and Family Medical Leave Act of 1993.

SECTION II. Upon request by the Local Union President, the Employer agrees to provide the Union with a periodic report of names, addresses, and telephone numbers of employees who have left the bargaining unit or gone on an unpaid leave of absence.

SECTION 12.

- A. When a bargaining unit member has exhausted all of his/her accumulated paid leave (i.e., sick leave, personal leave and vacation leave) and experiences a serious, long term illness which a doctor states makes him/her unable to continue working and when that employee is ineligible for disability retirement or is in the process of applying for such, so additional days of sick leave are still needed, then he/she may request through the Union that the additional days be transferred from other District employees' accumulated sick leave.
- B. The Union shall establish an internal policy to recruit donors for such a transfer. Employees wishing to donate sick leave will not be individually solicited.
- C. The Union shall notify, in writing, the Treasurer of the Board of person(s) donating sick leave days, the number of days to be deducted from each and the person who shall receive the transferred time. The notice shall include a signed statement from the District employee donating sick leave time and a signed statement from the District employee requesting the sick leave time, authorizing the Board Treasurer to transfer the time.
- D. Donation shall be limited to five (5) days per donating employee per school year from the District employees that have an accumulation of at least 50 days.
- E. Sick leave days transferred to a member shall be deducted from the donating employee's sick leave balance. If any of those days are unused by the receiving employee at the end of the current fiscal year, however, then they shall be credited to the donating employee's sick leave balance.

SECTION 13. ASSAULT LEAVE- A unit member, having been a victim of a physical assault (as defined by the Ohio Revised Code) while on school property or while on duty for the school in some official capacity, shall be granted assault leave, with pay for up to seven (7) school days for the purpose of recovery. The Superintendent may extend this period until Workers Compensation or applicable disability provisions apply.

Assault leave shall begin with the first day of absence from work due to the assault injury, the employee shall not accumulate sick leave during the assault leave period. Assault leave shall not be deducted from the accumulated sick leave days.

To qualify for assault leave, an employee must first file a claim with the Bureau of Workers Compensation.

To be entitled to compensation for assault leave, the unit member must file a written report with the Superintendent and local police authorities stating the facts, identifying the assailant and stating the names and addresses of all witnesses.

A certificate must be furnished by a physician stating the nature of the disability and the expected period of recovery. The Board may also request an independent review by a physician selected by the Board at the Board's expense.

## ARTICLE 12

### FRINGE BENEFITS

Section 1. Severance pay shall be granted to all non certificated employees of the board, subject to the following conditions:

- A. An employee must be retiring from one of the State Retirement systems of Ohio at the time they leave the District, or no later than six (6) months from the date of resignation due to retirement.
- B. An employee must have completed a minimum of ten (10) years service as a school employee in the New Lexington City Schools to be eligible for severance pay.
- C. Severance pay shall be twenty-eight percent (28%) of all unused accumulated sick leave up to a maximum of sixty (60) days and shall be paid on the basis of wages earned during the last full year of employment prior to retirement.
- D. Severance pay shall be paid on a one (1) time basis only and once payment has been made in full, all accrued sick leave with the school district is eliminated.

E. The employee must notify the Board of the intent to retire on or before his/her last day of service with the New Lexington City School District.

Section 2. Any employee who wishes to accompany their children on field trips may do so subject to the following conditions:

- A. A qualified substitute is available if needed;
- B.** Such leave be taken as personal leave or vacation time. If personal leave or vacation time is not available, then the employee may take the day without pay.

Section 3. The Board agrees to tax shelter the employee's retirement contribution.

Section 4. Free passes shall be provided to employees for athletic events. The passes are:

- A. for the employees only;
- B.** not transferrable;
- C. to be signed by the Superintendent or his/her designee.

Section 5. Upon separation from employment, the employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation not to exceed the vacation accrued to his/her credit for the year immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year. In the case of the death of any employee, such accrued and unused vacation leave and prorated portion of the current year shall be paid to the employee's designated beneficiary or to his/her estate.

## **ARTICLE 13**

### **PAY DATES**

The Board agrees to provide twenty-six (26) pay periods annually. Paychecks will be issued every other Friday. In years when the continuation of issuing paychecks every other Friday will result in twenty-seven (27) pay days, the total salary to be paid to a unit

member will be divided by twenty-seven (27). If in the year following or preceding a year with 27 pay periods there are twenty-five (25) pay periods, then during this year, the total salary of the unit member will be divided by twenty-five (25).

Nine (9) month employees shall have the option of receiving a lump sum payment on the first pay date in July for the remainder of salary due from the previous school year, provided that at least two (2) weeks notice is given to the Treasurer. Bus Drivers' salaries will be estimated at the start of each contract year over the appropriate number of annual pay periods until such time (but no later than September 30 of each contract year) as actual route times are calculated. Any necessary positive or negative adjustments in estimated salaries will be made once actual route times are established (but no later than September 30 of each contract year). Any such adjustments shall be made retroactive to the first day of pay for the new contract year and shall be adjusted in a lump sum fashion through payroll occurring for the September 30 payroll period. This shall occur each year for which this contract is in effect.

Any adjustments in bus drivers' salaries occurring after the September 30 payroll period will occur in the same pay period the route time adjustment occurs and shall be paid prospectively only with annual salary recalculated, less any actual salary amounts paid to date.

## ARTICLE 14

### UNIFORM WORK RULES

The Board agrees that all work rules will be applied uniformly in each classification.

## ARTICLE 15

### JOB DESCRIPTIONS

Section I. The Board agrees to provide for and consider employee input (employee from each classification) into job description modification and the selection criteria and procedures for the Merit System positions within the school system.

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

- A. Except as specifically limited by explicit provision of this Agreement, the Board shall have the right:
1. to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, the overall budget, utilization of technology, and organizational structure;
  2. to direct, supervise, evaluate, or hire employees;
  3. to maintain and improve the efficiency and effectiveness of Board operations;
  4. to determine the overall methods, process, means, or personnel by which the Board operations are to be conducted;
  5. to suspend, discipline, demote, or discharge for just cause, or lay off, assign, schedule, promote, or retain employees;
  6. to determine the adequacy of the work force, staffing patterns, work mles and the number and kinds of personnel required for #3 above;
  7. to determine the overall mission of the employer as a unit of government;
  8. to effectively manage the work force;
  9. to take actions to carry out the mission of the Board as a governmental unit;
  10. to the executive management, organization, and administrative control of the District, its properties, assets, facilities, vehicles and the activities of its employees;
  11. to direct the work of its employees, determine the time and hours of operation and determine the job description, classification, kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services (provided such private

- contracts do not cause the layoff or displacement of non certificated employees);
12. to determine the qualifications of employees and the conditions for their continued employment;
  13. to establish educational policies, goals and objectives; to insure rights and educational opportunities of students;
  14. to build, move, or modify facilities; determine the methods of raising revenue; and take action on any matter in the event of an emergency;
  15. to determine, amend, modify or rescind personnel policies and procedures, which are not part of this agreement.

## **ARTICLE 17**

### **ALTERATION OF AGREEMENT AND WAIVER**

An individual contract between the Board and an individual employee within the representational unit of this contract hereto executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

During the term of this Agreement, the Union waives and relinquishes the right to meet and negotiate, and agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter where referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board and the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this

Agreement.

This Agreement represents the total and complete understanding of the parties and is binding upon the Board, the Union, and the employees. All prior agreements, and/or past practices occurring prior to the effective date of this Agreement are null and void.

Unless specifically modified by the terms of this Agreement, the Board retains the right to establish educational goals, policy, and budgetary priorities for the students and employees of the school district.

## ARTICLE 18

### SAVINGS CLAUSE

The Board and Union agree that all items in this contract which supersede applicable State Law and which may permissibly do so under Ohio Revised Code Section 4117.01 (A) shall not be affected by this Article. If any provisions of this Agreement be held to be in violation of the Law by a court of competent jurisdiction, such provisions shall be rendered null and void, but the remainder of the Agreement shall remain in full force and effect. In this event, negotiations will begin within thirty (30) calendar days between the Board and the Union for the purpose of agreement on substitute provisions.

## ARTICLE 19

### LABOR/MANAGEMENT MEETINGS

SECTION 1. Labor/Management meetings shall be held as needed for the purpose of:

- A. Discussing the administration of this Agreement.
- B. Discussing employee concerns regarding health and safety.
- C. Notification to the Union of any changes contemplated by the Board which may affect bargaining unit employees of the school district.
- D. Permitting the Union Representatives and the Board Representatives the opportunity to share the views of the parties and to resolve any existing problems for the purpose of sound labor/management relations.

SECTION 2. Such meetings may be called by either party by giving two (2) days notice and providing an agenda to be discussed. A description of each agenda item shall be provided.

SECTION 3. Labor/Management meetings will be comprised of no more than three (3) representatives of the Board and no more than three (3) representatives of the Union, including a staff representative of AFSCME Ohio Council 8. Employee union representatives shall not lose pay for attendance at such UM meetings.

All matters pertaining to an employee's work station are under the supervision of an appropriate supervisor. Matters dealing with sick leave, personal leave, substitutes, work responsibilities, discipline, etc., must be directed to the appropriate supervisor. All non-certificated employees are required to follow the chain of command.

The Employer shall give each bargaining unit member the name of their supervisor on the first day of work.

## ARTICLE 20

### GRIEVANCE PROCEDURE

Preamble- It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

Definitions:

Grievance- is a dispute or difference between the Employer and the Union or between the Employer and an employee or employees concerning a violation of any written article of this Agreement.

Day- a work day for the District's Central Office.

#### Step 1.

Within five (5) days of the occurrence of an alleged grievance, the grievant shall discuss it with his/her immediate supervisor in order to attempt an informal verbal resolution to the grievance.

### Step 2.

If the action taken by the supervisor does not resolve the grievance, the grievant may appeal in writing to the Superintendent, or his/her designee, within five (5) days after the Step 1 meeting.

The written information contained in the filed grievance should include:

1. a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. the date of the Step 1 meeting and a brief summary of the grievant and immediate supervisor's attempt to resolve the grievance;
3. a listing of the provisions of this Agreement which are alleged to have been violated; and
4. a listing of specific actions requested of the administration which will remedy the grievance. Such remedies shall be reasonable and appropriate for the action from which the grievance arises.

A hearing shall be conducted by the Superintendent, or his/her designee, within five (5) days of receipt by the request of the Superintendent or his/her designee. The grievant shall have the right to be represented at such hearing by a representative of the Union.

The Superintendent, or his/her designee shall take action on the grievance within three (3) days after the conclusion of the hearing. The action taken and reasons for the action shall be reduced to writing and copies sent to the grievant, Local Union President and the supervisor involved.

### Step 3.

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant and/or Union may appeal in writing to the Board of Education within five (5) days of the receipt of the Step 2 written answer.

A hearing will be held at the next regular Board of Education meeting, that is held at least five (5) days after receipt of the request of appeal. The hearing will be in executive session and shall include the Board, its representative, the grievant, (if class action grievance, a representative group of no more than three (3)), Local Union President and staff representative of the Union. The Board shall give an answer in writing to the grievant and the Union President within thirty (30) days of the hearing.

Step 4.

If the grievance is not satisfactorily resolved at Step 3, the grievance may be appealed in writing to Step 4 ARBITRATION within fifteen (15) days after the receipt of the Step 3 written answer.

1. The Union shall, within said fifteen (15) day period, request a list of arbitrators in writing from the American Arbitration Association or the Federal Mediation and Conciliation Services.
2. Within ten (10) days after the joint receipt by the Union and the Superintendent of the arbitrator list, the parties shall select a mutually agreeable arbitrator from the list and so notify the FMCS of said selection.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the Agreement, nor shall he/she make any decision contradictory to law. He/she shall not imply obligations and conditions binding upon the parties by this Agreement except as set forth herein.

The arbitrator shall rule only on explicitly written articles in this Agreement.

The powers of the arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure.

In the event that a case is submitted to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

4. The decision of the arbitrator shall be binding on all parties.
5. The fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
6. Witnesses, the Local Union President and any other authorized participants in the Arbitration Hearing shall not lose time or pay as a result of participating in said Arbitration Hearing.
7. Expenses incurred by either party (other than the arbitrator's fees) in presentation of their case before the arbitrator shall be the sole responsibility of the party incurring the expense.

Miscellaneous:

- A. Time limits provided for in this Article shall be strictly adhered to. Any extensions of time limits shall be by mutual agreement only. Failure of the Union to process the grievance within the time limits shall be deemed an abandonment of the grievance and acceptance of the first answer given by the Board or its representatives. Failure of the Board or its representatives to answer the grievance within the time limits prescribed in this Article shall be deemed a forfeiture of the grievance and appropriate relief will be granted to the Union.
- B. The grievance may be withdrawn at any point without prejudice to the grievant.
- C. No reprisals of any kind will be taken by any representative of the administration or the Board against any bargaining unit member by reason of participation in the grievance process.

## ARTICLE21

### HEALTH AND SAFETY

SECTION 1. The Board agrees to provide necessary resources for employees to maintain all equipment, vehicles and buildings in a safe and healthful condition.

SECTION 2. Any alleged unsafe or unhealthy working conditions, according to guidelines, shall be reported through the chain of command. If this procedure fails to correct the condition, the situation shall be referred to a labor/management meeting.

SECTION 3. Equipment or maintenance problems shall be reported on a Maintenance Work Order and placed in the designated mailbox in the employee's building. Employees shall define the problem, date and sign the Maintenance Work Order.

## ARTICLE 22

### INSERVICE MEETINGS

Whenever employees voluntarily request inservice meetings, they shall attend such meetings on their own time.

Whenever employees are required to attend inservice meetings by any administrative official of the Board, they shall be paid at their regular hourly rate or time and one-half, whichever is applicable, for all time required in attendance at such meetings.

## ARTICLE 23

### HOLIDAYS

SECTION 1. All regular non teaching school employees employed on an eleven (11) or twelve (12) month basis shall be entitled to the following paid holidays, effective on the date of this AGREEMENT:

New Year's Day	Labor Day
Christmas Day	Martin Luther King Day
Thanksgiving Day	Day after Thanksgiving Day
President's Day	Memorial Day
Good Friday	Independence Day
Christmas Eve	

SECTION 2. All regular non teaching employees on a nine (9) month or ten (10) month basis shall be entitled to the following paid holidays, effective on the date of this AGREEMENT:

New Year's Day	Day after Thanksgiving Day
Martin Luther King Day	Christmas Eve
Memorial Day	Christmas Day
Labor Day	President's Day
Thanksgiving Day	Good Friday

SECTION 3. Holidays for nine (9) and ten (10) month employees shall be paid in addition to the number of school work days.

SECTION 4. Should a holiday fall on Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

SECTION 5. Whenever an employee is required to work on any holiday, the employee shall receive the regular pay and, in addition, pay at one and one-half (1 1/2) times their regular hourly rate for all hours actually worked on the holiday. Employee will have choice of pay or comp time.

## ARTICLE 24

### VACATION

SECTION 1. Effective on the date of this AGREEMENT, all eleven (11) and twelve (12) month employees will be entitled to vacation with full pay as follows:

<u>Length of Service</u> (to be determined by anniversary date)	<u>Amount of Vacation</u>
After One (1) Year of Service	Two (2) Weeks
After Eight (8) Years of Service	Three (3) Weeks
After Fifteen (15) Years of Service	Four (4) Weeks
After Twenty-two (22) Years of Service	Five (5) Weeks

SECTION 2. Whenever a holiday falls within an employee's vacation period, that employee will be entitled to an extra day off with pay.

SECTION 3. Secretaries: Option to take five (5) days vacation when wanted- borrow from July.

SECTION 4. Vacation cannot be carried over or accumulated for the purpose of taking additional vacation other than the amount prescribed by this Article for years of service.

## ARTICLE 25

### CALAMITY DAYS

Effective on the date of this AGREEMENT, all employees shall be paid for all time up to five (5) days lost when schools are closed because of an epidemic or other public calamity. Whenever the Board requires an employee to report to work on such days as a condition of continued employment, that employee shall receive compensatory time off at a time mutually agreeable to both supervisor and employee, for which the employee shall be paid his/her regular rate of pay.

## ARTICLE 26

### INSURANCE

SECTION 1. LIFE INSURANCE- All employees who are actively employed OR WHO ARE ON FMLA (not out on unpaid leave of absence or reduction in force) will be provided term life insurance paid by the Board for the employee only in the amount of thirty thousand dollars (\$30,000.00).

### SECTION 2. MAJOR MEDICAL/SURGICAL/HOSPITALIZATION

The Board shall make Major Medical/Surgical/Hospitalization Insurance available to all eligible employees in the bargaining unit in accordance with the terms specified below:

- A. Only full-time employees are eligible for family plan coverage to be paid by the Board. The Board shall pay ninety percent (90%) of the total cost of the premium for participating, eligible employees.

- B. Part-time employees who work a minimum of twenty (20) hours per week shall be eligible for a single coverage with ninety percent (90%) to be paid by the Board.
- C. Any employee who is not eligible for coverage under A) and B) above, may be covered under the Board's program as long as he/she pays the premium(s).
- D. The Major Medical Plan insurance shall provide not less than \$500,000.00 coverage; and the Hospitalization Plan shall include an outpatient lab rider.

### SECTION 3. DENTAL INSURANCE

The Board shall make Dental Insurance available to all eligible employees in the bargaining unit in accordance with the terms specified below:

- A. Only full-time employees are eligible for family plan coverage to be paid by the Board. The Board shall pay ninety percent (90%) of the total cost of the premium for participating, eligible employees.
- B. Part-time employees who work a minimum of twenty (20) hours per week shall be eligible for a single coverage with ninety percent (90%) to be paid by the Board.
- C. Any employee who is not eligible for coverage under A) and B) above, may be covered under the Board's program as long as he/she pays the premium(s).

### SECTION 4. VISION INSURANCE

The Board shall make Vision Insurance available to all eligible employees in the bargaining unit in accordance with the terms specified below:

- A. Only full-time employees are eligible for family plan coverage to be paid by the Board. The Board shall pay ninety percent (90%) of the total cost of the premium for participating, eligible employees.
- B. Part-time employees who work a minimum of twenty (20) hours per week shall be eligible for a single coverage with ninety percent (90%) to be paid by the

Board.

- C. Any employee who is not eligible for coverage under A) and B) above, may be covered under the Board's program as long as he/she pays the premium(s).

SECTION 5. MAJOR MEDICAL INSURANCE

- A. The Board shall make available to all eligible employees in the bargaining unit, major medical insurance (single and family plans) of not less than \$500,000 coverage, for the term of the Agreement.
- B. The Board shall pay ninety (90%) of the total cost of the premium for single or family plan.

ARTICLE 27  
EVALUATIONS

SECTION 1. Employees who are evaluated shall receive a copy of the written evaluation.

SECTION 2. The evaluation form shall contain a space for employee responses to the evaluation. In the event the employee's response exceeds the space provided on the evaluation form, the employee may attach additional pages to the evaluation form. Both the employee and the evaluator shall sign each page of the evaluation.

ARTICLE 28  
BUS DRIVERS

SECTION 1. Bus drivers are hired for the specific purpose of transporting students to and from school (regular daily routes). Therefore, bus drivers who lose their bus driver certification (CDL) or are unable to renew their CDL will be considered terminated from their position.

If the bus driver qualifies, he/she will be awarded any vacant position or next vacant position in a different classification for up to two (2) years. The vacant position must go through the posting procedure.

SECTION 2. Bus drivers shall maintain equipment in proper order and perform required inspections and seat checks. Bus drivers will not be required to repair any buses; but, shall report any needed bus repairs to the Transportation Supervisor immediately on the proper form.

SECTION 3. Drivers who are not contacted at least one (1) hour and fifteen (15) minutes prior to the scheduled departure time for an extra trip which they are assigned to take that has been canceled shall be paid one (1) hour show-up time, provided that bus drivers keep the supervisor informed of an accurate means to contact them. The rate for show-up time will be the affected driver's regular hourly rate of pay.

SECTION 4. All physical examinations and driving abstracts required by law for school bus drivers as preconditions of continued employment, shall be completed on or before August 20<sup>th</sup> of each year. The Board will appoint physicians at authorized clinics. The use of physicians other than those on the Board appointed list shall require the express written approval of the Superintendent prior to services being rendered. Failure to provide the required items may lead to disciplinary action including suspension. The Board is not responsible for the payment or reimbursement of the cost of a CDL for any bus driver.

SECTION 5. The Board has the right to change bus routes whenever necessary to most effectively and efficiently meet the needs of the students. This may result in loss or increase of time. The Board will meet with the Union Steward prior to the changing of routes. The Board will attempt to keep all bus route times as equal as possible.

SECTION 6. Transportation supervisors shall have the right to substitute a route bus for long trips to ensure efficient departure and return of students and the bus will be inspected upon return. The bus, if necessary, will be cleaned and repaired.

SECTION 7. Every attempt will be made to equalize extra trips for eligible drivers. The Union Steward will monitor the procedure. Special trips will be paid at regular rate while driving and at \$7.90 per hour setting time. Drivers are required to remain at the event for the duration of the extra trip.

SECTION 8. Bus drivers will run their routes in accordance with the appropriate starting and ending times of the students' school day. All drivers are to maintain route schedules as defined by the Transportation Supervisors. Drivers will not be held responsible for the decision of the Transportation Supervisors. Drivers will not be held responsible for the decision of Management for the continuation of the route on bad roads. However, drivers will be held responsible for acts of negligence or irresponsibility.

SECTION 9. All buses will be compounded at the bus garage.

SECTION 10. Any work required by the Board outside of route time shall be in pay status.

SECTION 11. As recorded on time card, bus drivers will be paid one-half hour per day (up to 2 1/2 hours per week) to wash the exterior and clean the interior of their assigned bus.

SECTION 12. Management Personnel will be accessible at all times during regular route hours.

## ARTICLE 29

### PROBATIONARY PERIOD

All newly hired employees of the Board shall serve a probationary period of ninety (90) working days. After sixty (60) working days, employees shall pay a fair share fee to the Union. The probationary employee shall have no recourse in the area of discipline for the entire period of his/her probation.

## ARTICLE 30

### DURATION

SECTION 1. This AGREEMENT shall be effective as of August 17, 2012, and shall continue in full force and effect until 11:59 p.m., August 16, 2015, with the exception of Articles 26, Insurance, and 31, Wages/Salary Schedules, which shall be subject to reopener negotiations which shall occur on or before July 1, 2013. The reopener negotiations that shall occur on or before July 1, 2013, shall be with respect to only those provisions of Article 26, Insurance, that are jointly recommended by the District's

Insurance Committee for consideration and negotiation, but no changes shall be made to the insurance plans currently in effect as of August 6, 2012 through August 1, 2013 until both parties have ratified any changes recommended by the District Insurance Committee. Both parties affirmatively waive all other rights (other than the right to reopen the Agreement to negotiate Article 26, Insurance, and Article 31, Wages/Salary Schedules) that provided under Chapter 4117 and Article 34, Successor Agreement, herein, with respect to the reopener negotiations.

## ARTICLE 31

### WAGES/SALARY SCHEDULES 2012, 2013, 2014

SECTION 1. Effective July 1, 2012, all employees in the bargaining unit will receive hourly wage adjustments as follows:

Effective July 1, 2012, all employees in the bargaining unit shall receive a two percent (2%) wage increase on their current rate of pay.

In 2013, there shall be a wage reopener

In 2014, there shall be a wage reopener

#### SECTION 2.

- A. A ten (10) year longevity step of \$.08 will be added to salary base.
- B. A fifteen (15) year longevity step of \$.09 will be added to the salary base.
- C. A twenty (20) year longevity step of \$.10 will be added to the salary base.
- D. A twenty-five (25) year longevity step of \$.15 will be added to the salary base.

#### SECTION 3.

- A. Head cooks shall have up to a total of four (4) hours if needed per month (9 months) for inventory and food ordering purposes.

- B.** Cafeteria cashiers shall receive overtime (if necessary) for completion of state reports for cafeteria.

Section 4. On the salary schedule an employee advances one year every July █ in which he/she was employed at least 120 days in the previous months.

Section 5. Employees of all classifications including substitutes will use time clocks.

## **SALARY SCHEDULE A**

Effective 7/1/2012

	0	1	2	3	4	10	15	20	25
Education Assistants	\$11.44	\$13.81	\$13.93	\$14.06	\$14.18	\$14.26	\$14.35	\$14.45	\$14.61
Secretaries	\$12.16	\$14.58	\$14.70	\$14.82	\$14.94	\$15.02	\$15.12	\$15.22	\$15.37
Cooks	\$11.44	\$13.81	\$13.93	\$14.06	\$14.18	\$14.26	\$14.35	\$14.45	\$14.61
Head Cooks	\$11.92	\$14.34	\$14.46	\$14.59	\$14.71	\$14.79	\$14.88	\$14.98	\$15.14
Custodian	\$12.30	\$14.75	\$14.95	\$15.16	\$15.36	\$15.44	\$15.53	\$15.64	\$15.79
Bus Drivers	\$12.88	\$15.28	\$15.40	\$15.50	\$15.61	\$15.69	\$15.78	\$15.88	\$16.03
Labor Specialist	\$12.91	\$15.36	\$15.57	\$15.77	\$15.97	\$16.05	\$16.15	\$16.25	\$16.40
Nursing Assistant	\$11.44	\$13.81	\$13.93	\$14.06	\$14.18	\$14.26	\$14.35	\$14.45	\$14.61

There shall be a wage reopener in 2013.

There shall be a wage reopener in 2014.

## **ARTICLE 32**

### **DRUG TESTING**

AFSCME Ohio Council 8, AFL-CIO and AFSCME Local 2020, AFL-CIO agree that when a systemwide random drug testing policy and treatment procedure is put into place, the Union agrees that AFSCME Local 2020 will become a part of the procedure.

## ARTICLE 33

### BARGAINING PROCEDURES

#### A. The Parties

The Board and the AFSCME state that these procedures shall govern contract bargaining between the parties.

#### B. Scope of Bargaining

Representatives of the Board and AFSCME Local 2020 will bargain in good faith all matters pertaining to wages, hours or terms, and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the most current Collective Bargaining Agreement.

#### C. Request for Bargaining

1. If either party desires to bargain changes in the contract, it shall notify the other party in writing no later than April 1st nor earlier than February 1st, immediately prior to the expiration date of this contract. Notification in writing from AFSCME Local 2020 shall be to the Superintendent and notification to AFSCME Local 2020 shall be to the Staff Representative. The following items, 2., 3., and 4., will apply unless the request for bargaining is for Interest Based Bargaining ("IBB") and the other party agrees. Upon such agreement, IBB shall be conducted in accordance with the procedures of the Federal Mediation and Conciliation Service ("FMCS").
2. Within fifteen (15) working days after receipt of such notice, an initial meeting will be held at which the requesting party or parties will submit in writing their proposals.
3. The items proposed shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

#### D. Bargaining Meetings

1. Bargaining meetings shall be scheduled at the request of the parties and, until bargaining is concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

2. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
3. Bargaining meetings shall be closed to the press and the public.
4. Either party may recess for a caucus of reasonable length at any time.

**E. Representation for Traditional Bargaining**

Representation at traditional bargaining meetings shall be limited to six (6) representatives of the Board and six (6) representatives of AFSCME Local 2020.

**F. Information**

The parties agree to make available, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.

**G. News Releases**

Neither party shall make a release to the news media regarding bargaining until a total impasse is declared.

**H. Agreement**

1. Tentative agreement on bargained items shall be reduced to writing and initialed by the chief spokesperson of each party, but such initialing shall not be construed as final agreement.
2. Final agreement shall be reached when the unit members ratify the final bargained package, and it is approved by the Board. The Board shall make the necessary arrangements for a regular or special meeting at which to vote on the final bargained package. This meeting shall be held no later than ten (10) days after the membership of AFSCME Local 2020 has voted to ratify the final bargained package.
3. The purpose of tentative agreements is to develop a package that will be submitted to the unit members for ratification and the Board for approval. Initialing of tentative agreements shall be done in good faith.
4. Tentative agreements may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each

tentative agreement brought back to the table shall be discussed. But, if it is not changed by mutual agreement, it shall remain a tentative agreement.

## **I. Disagreement**

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at anytime thereafter request the employment of a mediator, and the cost, if any, of such mediation services shall be shared equally by the Board and AFSCME Local2020. However, if after sixty (60) days from the commencement of negotiations, should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one negotiating session ninety (90) days from the day of the initial meeting.
2. The mediator shall be supplied by the Federal Mediation and Conciliation Service provided that such service is available. In the event that the service of a federal mediator cannot be provided, the mediator shall be selected from the State Employment Relations Board ("SERB").
3. The parties shall use fact-finding if mediation fails.

## ARTICLE 34

### SUCCESSOR AGREEMENT

SECTION 1. In the event of impasse, the mandatory procedures under Ohio Revised Code 4117 shall be followed.

The parties have agreed to a mutually agreed upon dispute settlement procedure. This is in accordance with 4117.09.03 of the Ohio Revised Code.

The parties agree to use mediation from the Federal Mediation and Conciliation Service (FMCS) until the contract expiration date. The parties agree to waive fact-finding.

The Union has the right to strike after the expiration date provided the ten day intent to strike notice has been sent in accordance with 4117.14 6 D 2 of the Ohio Revised Code.



**CERTIFICATE**  
**{O.R.C. 5705.412}**

RE: The 2012-2015 agreement between the New Lexington City Board of Education and the A.F.S.C.M.E. Local2020. The agreement was ratified by the A.F.S.C.M.E. Local2020 on August 14,2012 and approved by the Board of Education on August 20,2012.

IT IS HEREBY CERTIFIED that the New Lexington City School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATE: 8/14/2012

New Lexington City School District

**BY** t3tb.avt:btl  
Treasurer

BY [Signature]  
Superintendent of Schools

BY [Signature]  
President, Board of Education