NEGOTIATED AGREEMENT

BETWEEN THE

LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME AFL-CIO
OAPSE LOCAL #018

EFFECTIVE FROM JULY 1, 2018 THROUGH JUNE 30, 2021
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ARTICLE 1—RECOGNITION

A. The Lakota Local School District Board of Education, hereinafter referred to as the "Employer," recognizes the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its Local #018, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all employees employed, or to be employed, in the following Unit.

B. The bargaining unit includes all full-time and part-time regular short hour hourly employees employed by the Board including the following departments and classifications:
   1. Custodial Department
      a. Custodian I
   2. Food Service Department
   3. Secretarial/Clerical Department
      a. Secretary
   4. Transportation Department
      a. Mechanic
      b. Bus Driver
   5. Aides Department
      a. Aides

C. Excluded from the bargaining unit are the following positions:
   1. Secretary to the Superintendent
   2. Aide to Executive Secretary
   3. Treasurer's Assistant
   4. Treasurer's Aide
   5. Director of Maintenance
   6. Transportation Coordinator
   7. Food Service Coordinator
   8. Casual, seasonal and substitute employees in accordance with O.R.C. §4117.01
   9. Management level employees
   10. Members of the teacher bargaining unit
   11. Substitute Caller

D. The President of the Union shall annually provide the Board with the name, title, and home address of each local officer in the Union.
ARTICLE 2 — PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Procedure

Either the Union or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no earlier than one hundred twenty (120) nor less than ninety (90) days prior to the expiration of the Agreement. Within fifteen (15) working days of transmittal of said notice, the parties shall hold their first negotiating session unless by mutual agreement it is extended beyond fifteen (15) days. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiations session either party may be represented by no more than seven (7) representatives, including consultants. Neither party shall have control over the selection of the bargaining representative(s) of the other party.

B. Dispute Resolution Procedure

The mutually agreed upon Dispute Resolution Procedure is as follows:

1. In the event an agreement is not reached by negotiations after sixty (60) calendar days from the initial meeting date and, after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

2. If 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 either party.

3. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

4. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

5. The Mediator has no authority to recommend or to bind either party to any agreements.

6. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

7. Both parties agree that this procedure is the final step in negotiations.

C. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and within a reasonable time shall be submitted to the Union for ratification. Following ratification by the Union the Agreement shall, within a reasonable time, be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.
D. **Scope of Bargaining**

Negotiable matters shall be all matters with respect to wages, hours, benefits, terms and all other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

E. **Schedule of Meetings**

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting not to disrupt normal work hours of the employees unless mutually agreed upon.

F. **Final Form**

As soon as practicable, but not later than sixty (60) days after ratification, the Agreement shall be printed with a Table of Contents, including all appendices, in electronic format by the Board and e-mailed to all Classified Personnel. Local officers shall receive a booklet.

G. **No Strike/No Lockout**

During the term of this Agreement, the Union will not strike. During the term of this Agreement, the Board will not lock out or prevent the Bargaining Unit from working.

**ARTICLE 3 — GRIEVANCE PROCEDURE**

A. **Definitions**

1. **Grievance** — A “grievance” is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific Article or Section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

2. **Grievant** — A “grievant” shall mean an individual employee or group alleging that some violation or misinterpretation of the above has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.

3. **Days** — “Days” shall refer to calendar days exclusive of Saturdays, Sundays, calamity days, spring break or Christmas break or legal holidays as defined by state or federal statutes.

4. **Knew or Should Have Known** — “Knew or should have known” language stated
in Section C (1) below includes payroll records or Board meeting agendas that reflect data related to the grievance that was in existence prior to the twenty (20) day limit.

B. General Practices

1. A grievant may be represented at any level of the formal grievance procedure by a union representative of his/her own choosing. A grievant is prohibited from bringing a personal attorney or representative to any stage of the formal grievance procedure without the mutual agreement of the Board or its designee and the Association.

2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. "Lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.

3. "Days" used in reference to limitations shall be maximums. However, limits may be adopted by mutual agreement of the parties. Failure of the administration or the Board to act within the required time limits permits the grievance to go to the next step. Failure of the alleged grievant to follow the prescribed timeline makes the grievance null and void and it may not be refiled.

C. Grievance Procedure

1. **Step One (Informal Procedure)** — Within twenty (20) days of the time a grievant knew or should have known of the alleged grievance, the grievant may request a meeting with his/her immediate supervisor in an attempt to resolve the problem informally.

2. **Step Two (Formal Procedure)** — If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, submit a formal written grievance to the immediate supervisor (see Appendix A for grievance form). The immediate supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.

3. **Step Three** — Within five (5) days after receiving the decision of the immediate supervisor and assuming no satisfaction with the decision, a written notice to continue the process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the
grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference, and said written decision shall be given to the grievant.

4. **Step Four**

   a. The Union may within twenty (20) days after receipt of the Superintendent’s decision submit the grievance to arbitration by so notifying the Superintendent and FMCS in writing. The arbitrator shall be selected from a list of seven (7) names provided by FMCS using the alternate strike procedure. Either party shall have the right to request a second list.

   b. The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper as long as time is kept to a minimum. The arbitrator shall have no power to alter, add to, or subtract from any terms of this Agreement. The arbitrator’s decision shall be submitted in writing to the Board and to the Union and shall be rendered after the parties have filed post hearing briefs. The arbitrator’s decision shall be binding to all parties.

   c. All costs and expenses for the services of the arbitrator shall be paid by the losing party.

D. **Grievance Forms**

   1. Any grievance may be filed on the authorized grievance form agreed to between the parties to this Agreement. (See Appendix A).

   2. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the local union representative.

**ARTICLE 4 - CLASSIFIED STAFF LEAVES AND ABSENCES**

A. **Sick Leave**

   1. Sick leave shall be provided for employees in the amount day-for-day as they are regularly scheduled to work and accumulated at the rate of one and one fourth (1¼) days per month up to a maximum of two hundred seventy-one (271) days. Sick leave may not be utilized for temporary assignments.

   2. In the event of a transfer to a different District or position within the District, the days of sick leave accumulated shall remain as full days. Sick leave use shall be approved by the supervisor of the employee and shall be used in the event of:
a. Personal illness, incapacitation due to pregnancy, or injury
b. Illness or injury of the employee’s immediate family
c. Exposure to contagious disease
d. Death in employee’s immediate family (husband, wife, (designated at the start of each school year), children, father, mother, step-parents, grandparents-in-law, grandparents, grandchildren, brother, sister, step-sister, step-brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sibling’s children, aunt, uncle and any individual for whom the employee is the legal guardian).

3. The employee shall request sick leave on the proper form and complete all information requested including, but not limited to, the date or dates of absence due to illness, the name and address of attending physician if over five (5) days in a sixty (60) day period, and employee signature. An employee who is absent for five (5) or more consecutive work days or is absent more than once in a school year the day prior to or subsequent to a holiday on sick leave must submit a physician’s statement. Upon request, an employee who has experienced a long-term illness of over ten (10) days must submit a physician’s statement indicating his/her physical ability to return to his/her regular duties. Falsification of a sick leave statement or physician’s statement by an employee will result in employee discipline which may include possible termination of the employee’s employment.

4. Employees new to the District with no accumulated sick leave shall be advanced five (5) days of sick leave credited against earned leave during the subsequent period of employment.

5. Sick leave may be used in one-fourth (1/4), one-half (1/2), three-fourths (3/4) or one (1) day increments.

B. Catastrophic Leave Program

The purpose of this Catastrophic Leave Program ("Program") shall be to provide classified employees who have exhausted all paid leave with additional sick leave days for a personal catastrophic illness or injury. Administration and use of the Program shall be subject to the following terms:

1. The Program shall be administered by the Union.

2. A classified employee on his/her own behalf, or any employee on behalf of the needy employee, must present the request, in writing, to the Union President. This request shall include the approximate number of days the employee may require from the Program. This number may be adjusted as necessary. The President (or designee) will bring the request to the Union for consideration. Each request shall include proof of the catastrophic nature of the illness or injury. Such proof shall consist of written confirmation by a physician of the catastrophic nature of the
illness/injury and that it will require the recuperation time requested.

3. If the request is approved by the Union, the Union President will notify all classified employees of the request. A donor must have at least fifty (50) accumulated sick days in order to make a donation and must limit his/her donations to no more than five (5) days per school year. The request form will be provided for donating staff to indicate willingness to contribute sick leave to the needy employee. This form shall also include the number of days the employee is willing to donate. Each donor must donate leave in whole day increments. The donee will receive donations in hours, where the donated days are converted to hours at the lesser of the donor’s/donee’s number of hours worked per day. For example, if a 4-hour employee donates one day to an 8-hour employee, the 4-hour employee would lose one full day of sick leave and the 8-hour employee would receive four (4) hours of sick leave. If an 8-hour employee donates one day to a 4-hour employee, the 8-hour employee would lose one full day of sick leave and the 4-hour employee would receive four (4) hours of sick leave. The Union shall compile the donations and notify each classified staff member whose contribution is accepted. Forms for contributions above the amount needed shall be returned to the contributing employee.

4. The total use of the Program shall not exceed the current employee’s contract or current school year. Any unused donated sick days for catastrophic illness shall not be returned to the donating employees but they will be available for use in subsequent school years.

5. The grant or denial of a request for donations is not subject to the grievance procedure.

6. Requests for donations are limited to forty (40) days per school year. Such days shall not be carried over from year to year.

7. All information will be kept confidential to the extent permitted by law.

8. Use of this Program is limited to cases of catastrophic or life-threatening illness or injury to a bargaining unit member as approved by the Union. For purposes of this procedure, the term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of catastrophic or life-threatening illness include, but are not limited to, the following: accident resulting in multiple fractures or amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, severe burn involving over 20 percent of the body, severe head injury requiring hospitalization, spinal cord injury or stroke.

9. The Program may not be used for a routine pregnancy, any injuries related to drug
or alcohol use or a chronic injury that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.).

10. The Program may not be used as a means for increasing retirement compensation and/or severance pay, nor shall it prevent or prolong a bargaining unit member from applying for and going on disability retirement.

C. Appearance in Court Leave

In case of absence from duty in response to a subpoena in a case in court or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount of any witness fee or other compensation exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee, or the full salary for the period of absence shall be deducted.

D. Jury Duty Leave

1. Any support staff personnel called for jury duty or subpoenaed as a witness shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty. When it becomes necessary for an employee to appear in court because of a subpoena issued by the state or as a witness on behalf of the Board, the employee shall be paid the difference between his/her court pay and his/her regular pay for the number of days involved up to a maximum of five (5) days per year. Such leave shall not be deducted from any other type of leave. The Superintendent shall have discretion to grant leave in other extenuating circumstances. Upon submission of adequate proof of wage loss from another employer caused by the subpoena, the employee may receive up to $50.00 per court appearance.

2. The Board shall compensate the employee for the difference between the jury duty reimbursement and the employee’s per diem rate of pay.
E. **Vacation Leave**

1. Twelve (12) month non-teaching employees shall be eligible for paid vacation leave as follows:

<table>
<thead>
<tr>
<th>Number of Years Experience in Lakota Schools</th>
<th>Weeks Per Contract Yr.</th>
<th>Rate of Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 9</td>
<td>2</td>
<td>.83 days/mo</td>
</tr>
<tr>
<td>10 - 19</td>
<td>3</td>
<td>1.25 days/mo</td>
</tr>
<tr>
<td>20 - on</td>
<td>4</td>
<td>1.67 days/mo</td>
</tr>
</tbody>
</table>

2. Employees may carry over a maximum of one-half (1/2) of the annual unused amount for which they are eligible from one contract year to another. Upon separation from employment with the Board, employees shall be required to reimburse the Board for unearned vacation leave. All vacations shall be approved by the immediate supervisor. Notice shall be given by employees wishing to use vacation leave as follows:

   a. For periods of less than one (1) week, twenty-four (24) hours notice shall be given.

   b. For periods of a full week or more, seven (7) days notice shall be given, except in emergencies.

   c. Vacation may be denied if substitute staff is not available. This does not apply during school breaks and summer vacation.

F. **Personal Leave**

1. Each classified employee of the Lakota Local School District may be granted a total of three (3) personal days per year, not to be accumulated from year to year. An employee who has unused personal leave days at the end of the school year shall be paid the regular daily rate for his/her classification calculated at their current rate of pay up to Step 5, employees who are at Step 5, employees who are at Step 5 or above on the salary schedule shall be compensated at Step 5, for each full unused personal leave day (1, 2, or 3 days). Any portion of a day less than a full day will not be compensated. Upon separation from employment with the Board, employees shall be required to reimburse the Board for unearned personal leave.

2. The use of these personal days shall require at least a forty-eight (48) hour notice to the proper building authority in order to be granted. Personal days are provided
for personal business or emergencies which cannot be handled other than during
the school day.

3. In the event that an emergency situation (i.e. flood, power outage, etc.) develops
and the forty-eight (48) hour notification cannot be met, then proper justification
for the need of such day is required and must be approved by the proper building
authority before the personal day can be granted.

4. Personal leave days will not be approved for the day before or after a school
holiday or vacation day, nor on the first or last day of school unless prior approval
is obtained from the Superintendent. A maximum of eight percent (8%) of the
members of the bargaining unit and no more than two (2) employees per
department may be on personal leave at the same time in the month of May.

5. Personal leave may not be utilized for temporary assignments.

G. Professional Leave

Attendance at meetings related to improving their effectiveness as employees, or
attending to matters relating to school business and approved by the appropriate
supervisor, may be provided to support staff employees.

H. Maternity/Paternity Leave

1. The Board will grant an unpaid maternity/paternity leave of absence to any
regularly employed classified staff member upon written request.

2. The length of leave shall not extend beyond the school year in which such leave is
requested unless by mutual agreement in the event of special medical
complications. Extensions that have been mutually agreed upon may not exceed
two (2) total contract years.

I. Unpaid Leaves of Absence

1. A request by an employee to be absent from duty on an unpaid basis, for a reason
which is not addressed in another form of leave, shall be submitted in writing to
the Superintendent. The request for anticipated leave should be twenty-four (24)
hours prior to said leave, however, if less than twenty-four (24) hours notice is
available, the Superintendent may consider an oral request via telephone. An
employee must utilize all other forms of leave available to him/her prior to
requesting an unpaid leave of absence.

2. The request must include the starting and ending times for the requested unpaid
leave. The Superintendent has the authority to approve or disapprove said leave
requests. No extensions to the leave will occur without prior approval by the
Superintendent.
3. While on unpaid leave (more than thirty (30) calendar days), the employee may purchase group insurances at his/her own expense with advance payment to the Board Treasurer.

4. Should the employee wish to purchase SERS credit for the time while on unpaid leave, he/she may do so only by paying both the employee share and by reimbursing the Board for its share of the cost of purchasing said credit.

J. Military Leave

The Board shall grant employees military leave and reinstatement rights in accordance with the Uniformed Services Employment and Reemployment Act.

K. Assault Leave

1. A classified employee, assaulted while in the course of Board employment, may be granted a leave of up to fifteen (15) working days during the school year, noncumulative, for physical injuries, which render him/her incapable of performing his/her duties, resulting from a physical assault, by a person who is not a Board paid employee.

2. To be entitled to assault leave, and in order for such leave not to be charged to sick leave at the time of taking the leave, or at a later date, the following requirements must be met:

   a. In order to be eligible for assault leave, the classified employee shall be required to apply for, and the injury found to be compensable under Section 4123 of the Ohio Revised Code (Workers’ Compensation).

   b. Report, in writing, or have reported by another, the incident to his/her supervisor within twenty-four (24) hours of the alleged assault.

   c. A certificate must be furnished by a physician stating the nature of the disability and the period of temporary physical disability. Expense of providing such a certificate is to be borne by the classified employee.

   d. File a written report with the Superintendent as soon as physically possible stating the facts, identifying the assailant if known, and stating the names and addresses of all witnesses to the event resulting in the assault.

   e. File a police report and a criminal complaint against the person, if known, who assaulted the employee. This section does not require the employee to engage private counsel to criminally prosecute this matter.

   f. Cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant.
g. Be ready, and willing in the event the case comes to trial, to testify as to the facts of the assault and against the person who assaulted the employee.

h. An employee who is a victim of an assault and who takes the time necessary for the criminal proceeding shall be granted time off without loss of pay and without deduction from sick or personal leave.

i. In the event the classified employee drops the charges, or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, the employee forfeits assault leave pay and days absent shall be charged to accumulated sick leave.

j. Assault leave, in no event, shall exceed fifteen (15) working days. Thereafter, the employee must use sick leave for the remainder of his/her temporary physical disability.

k. The amount of assault leave paid shall be reduced by the amount of Workers’ compensation received by the employee. Such employee shall be granted his/her full salary but shall endorse and remit all benefits received to the Treasurer of the Board.

L. **Family and Medical Leave (FMLA)**

   The Board agrees to grant FMLA leave in accordance with federal law.

M. **OAPSE Business Leave**

1. Upon request of the President of the Union, up to two (2) employees shall be granted union leave of three (3) days each, with pay, to attend the OAPSE annual spring conference.

2. The Board of Education shall not be responsible for any expenses incurred by any delegates who may attend the OAPSE annual conference.

**ARTICLE 5 — CLASSIFIED STAFF CONTRACTS**

Classified employees shall be employed under three (3) different types of contracts as follows:

A. **Probationary.** A newly hired employee of the classified staff may be employed for a period not to exceed ninety (90) work days on probationary status and paid on an hourly rate. A classified staff member may be terminated at any time during the probationary period. It is not necessary for a probationary employee to receive any written statement of reasons for termination during the probationary period.

B. **Limited.** Classified staff employees shall be employed during their first three (3) years on
regular contract in the District under terms of limited contracts as required by law. The first contract shall be a one (1) year contract and shall be retroactive to the first day of July that is nearest to the first day of the probationary period. The employee’s seniority date shall be the first day of the employee’s probationary period. If the classified employee is re-employed, a two (2) year contract shall be offered.

C. Continuing. Following three (3) years of limited contract service, if the classified employee is to be re-employed, a continuing contract shall be offered.

ARTICLE 6 — PAYROLL PROCEDURE

A. The classified employee shall be paid after the following deductions:

1. Withholding Federal Income Tax — all paydays  
2. State Income Tax — all paydays  
3. City Income Tax — all paydays where appropriate  
4. Retirement — to be calculated on each employee’s gross pay that payday  
5. Insurance — Health and Accident — first of month or the first and second pay of each month  
6. Credit Union(s) — articulated with requirements of participating credit union  
7. Tax Sheltered Annuities — 1st and 2nd paydays of the month  
8. Union dues, if authorized by member  
9. United Way — 1st pay in month for six (6) months if authorized  
10. Voluntary Political contributions — if authorized  
11. Other deductions as authorized by staff member and approved by the Board  
12. Garnishment of wages when Treasurer is served with notice  
13. School Income Tax

B. Deductions for absence not covered by paid leave will be applied when a classified employee is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of unauthorized absence will be based on the current salary divided by the number of hours in the employee’s regular work schedule, In no case will the salary of the substitute be deducted or a non-teaching employee allowed to employ and pay for the substitute.

C. All employees shall be paid via direct deposit and shall receive their direct deposit notices and pay stubs via e-mail at the employee’s school e-mail account.

D. Nine-month employees shall have the option of receiving their pay over nine (9) or twelve (12) months. Once the employee has chosen either option, the employee cannot

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1 Any current classified employee who wishes to be enrolled in a tax-sheltered annuity program shall designate one of the companies for which deductions are being made at the time of the employee’s request, a complete list of such companies to be supplied by the Treasurer. A new employee may continue tax-sheltered annuity deductions for any company provided he/she was enrolled with that company at his/her last place of employment. A new company may be added to the list if at least five (5) current employees enroll in that company’s program.
change that designation until the first payroll in September. During those months that the employee does not receive a paycheck, those employees who receive insurance benefits must submit a check to the Treasurer's office for the employee's portion of the insurance costs by the 25th of the month preceding the month for which the check is issued.

**ARTICLE 7 — DUES DEDUCTION PROCEDURE**

A. The Board agrees to deduct Union dues for every Employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.

B. Deductions shall be in sixteen (16) equal installments beginning with the first pay in October. Enrollment for dues deductions shall be made upon submission of a signed Authorization Form to the Treasurer. Dues deduction authorization may be revoked by an Employee during the ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer and State Union Treasurer.

C. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

**ARTICLE 8 — PAY PERIODS**

A. Pay periods shall be two (2) weeks in duration with checks being issued every other Friday throughout one (1) year for twenty-six (26) pays. All employees shall be paid twenty-six (26) pays based upon the employee's annual salary which is based upon the number of days in the employee's applicable school year.

B. The Board shall provide electronic fund transfer (direct deposit) of employee paychecks, subject to the limitation of the Board's depository bank.

C. The accumulated total shall be provided for gross wages, all deductions, taxes, extra duties, earned vacation days, personal days, and sick days on each check stub.

D. All pay stubs and direct deposit notices shall be e-mailed to the employees' school e-mail account by payday.

**ARTICLE 9 — POSTING OF CLASSIFIED STAFF VACANCIES**

A. When a support staff vacancy occurs, it shall be posted in a conspicuous place for a period of five (5) work days. During the summer months of June, July and August, a notice of vacancies shall be mailed to the President of the bargaining unit and posted in the buildings of the District. Vacancies shall be filled within twenty-one (21) work days
of the date the posting period closed.

The Board shall determine when a vacancy exists; however, any position that is filled with a substitute or temporary employee for a period of forty-five (45) consecutive work days automatically shall be deemed a vacancy and must be posted for bid if there are at least forty-five (45) work days remaining in the school year.

B. The notice of vacancy will include the following information:

1. Position available.
2. Requirements for job.
3. Deadline for application.
4. Effective starting date.
5. Any additional pertinent information.
6. Classification.

C. Any qualified and interested employee of the School District, may make application for the position within five (5) days of the posting. In selecting a person for the vacant position, the Board shall use the following criteria:

1. Qualifications, demonstrated abilities, and seniority
2. Possession of required licenses, certificates, if any are required for position.

If no employee applicant possesses the appropriate qualifications or demonstrated abilities to perform the duties of the vacant position, the Board reserves the right to hire a person from outside of the bargaining unit.

D. If more than one (1) employee within the same classification in which the vacancy exists requests the vacancy in writing, and if these employees are determined by the Superintendent to be best qualified and equally qualified with each other for the position from among the pool of applicants, the employee with the highest classification seniority shall be awarded the position.

E. Classified staff classifications at the Lakota Local School District are listed in Article 1.

F. Classification seniority is the total length of continuous service in a classification at the Lakota Local School District. If an employee leaves the District's employment, he/she loses all previous seniority and will not be awarded it upon his/her return.

**ARTICLE 10 – LAYOFF, RIF AND RECALL**

A. In the event it becomes necessary to reduce the number of employees in a job classification due to elimination of positions, lack of work, the return to duty of regular
employees after leaves of absence, suspension of schools, territorial changes affecting the District, financial reasons, or decreased enrollment of pupils in the District, the following procedures shall govern such layoffs:

1. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements, in so far as practical as determined by the Board, for employees who resign, retire, or otherwise vacate a position.

2. Whenever it becomes necessary to lay off an employee for a reason stated in (A) above, affected employees shall be laid off according to seniority within the classification affected, with the least senior employee laid off first. Seniority shall be defined as the total length of continuous service with the Board in a particular classification. Authorized leaves of absence do not constitute an interruption in continuous service but do not count toward the calculation of seniority. In the case of identical seniority, the administration and union shall determine a fair and equitable means of deciding which employee shall be laid off first. Affected employee(s) shall have the right to bump within his/her classification or to another classification, so long as the employee has worked in the other job classification within the last four (4) years and is still qualified to perform the job in which they are requesting to bump the least senior person.

B. The classifications recognized for the purpose of defining the classification seniority in the event of a layoff are those listed in Article I.

C. The Board shall determine in which classification(s) the layoff will 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 the classification employed under a continuing or limited contract is laid off.

D. Prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given notice four weeks prior to the effective date of the layoff. Each notice of layoff shall state the following:

1. Reasons for the layoff or reduction in force.
2. The effective date of the layoff.
3. A statement advising the employee of his/her rights to reinstatement from the layoff.

E. For the classification in which a layoff occurs, the Board shall prepare a reinstatement list and the names of all employees laid off shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list of laid off employees who held continuing or limited contracts before any new employees are hired in the classification or any employee is reinstated to probationary status.
F. Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the reinstatement list before the next person on the list may be considered.

G. The employee’s name shall remain on the reinstatement list for a period of two (2) years from the effective date of the layoff unless the employee refuses the offer to fill a vacancy for a position of the same or greater pay and/or hours the employee was laid off from. The employee shall be removed from said list upon declining the offer. If reinstated from layoff during the period, such employee shall resume his/her previous contract status and retain all previous accumulated seniority.

H. Notice of reinstatement shall be made by certified mail.

ARTICLE 11 — ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION

A. The Union may request the use of facilities or buildings of the Board for Union meetings. Such requests shall be made to the Administrator in charge of the building or facility. If the request is granted, use of the building or facility is without fee.

B. Permission to use Board buildings or facilities may be given so long as such use does not interfere with any school related activity in that building.

C. The Union shall be responsible for custodial costs involved in the use of the building such as clean-up and overtime cost, if applicable.

D. The Union may request the use of Board of Education-owned equipment including copy machines, computers, public address equipment, and audiovisual equipment. Such requests shall be made reasonably in advance of the time needed to the building administrator in whose building the equipment is located. The building administrator may grant permission to the Union to use such equipment at times which does not interfere with the operation of the school program. Any expendable supplies, such typing paper and envelopes will be supplied by the Union. Any negligent misuse of equipment shall be the liability of OAPSE Local #018.

E. The Union President shall receive a copy of Board agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Union.

1. Such items, when requested, will be provided to the President of the Union as soon as they are available.

2. Board of Education minutes, provided to the Union following such specific requests, shall not include supplementary materials prepared by the Superintendent or members of his/her staff intended as communications to members of the Board regarding items on the agenda.
F. Upon written request to the Superintendent, at least twenty-four (24) hours in advance of the Board Meeting, the Union may be granted a place on the agenda of a Board meeting to be used by the Union to communicate with the Board.

G. The President of OAPSE Local #018 will be provided a complete seniority roster of all bargaining unit employees each year of this Agreement, no later than September 30th.

H. The Union shall provide the Superintendent, or his/her designated representative, an official roster of its officers and representatives which is to be kept current by the Union at all times, and shall include:

1. Name
2. Union Office Held

I. The Union may use bulletin boards in employee lounges or workroom to disseminate information to Members.

J. The President of the Union or his/her designated official may visit schools upon advance notification to building principals. Notification shall include the reason for the visit.

K. A Labor Management Committee may discuss with the Employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

L. The Union President/designee will be allowed to meet with new hires for twenty (20) minutes (without loss of pay) for union orientation within the first two weeks of employment. If multiple employees are hired at the same Board meeting, the union orientation meeting will be completed simultaneously.

ARTICLE 12 — BUS ROUTES

A. Buses will be washed as part of the regularly scheduled services.

B. The Transportation Supervisor shall endeavor to provide the bus drivers with routes of equal time. Final determination of route pick-up and drop-off points shall be made by the Transportation Supervisor.

1. In August, approximately two (2) weeks prior to the beginning of the new school year, the Transportation Supervisor shall hold a general meeting to confirm bus routes and shuttles for the forthcoming year. During this general meeting, the Transportation Supervisor shall re-bid shuttles. Route changes and problems pertaining to routes will be discussed at this meeting. Confirmed starting routes are subject to change dictated by student population. A bus driver may only resign from a preschool route if the Transportation Supervisor is able to find a qualified
replacement.

2. A route is defined as any trip that picks up or drops off students at home, except when the driver is picking up and/or dropping off the student(s) at his/her/their home(s) while driving a shuttle. A shuttle is defined as a run from an exchange point/lot to a school.

C. Whenever students are dismissed at irregular hours because of parent-teacher conferences, bus drivers shall be paid for all time worked. Drivers shall fill out their time sheets to show all time worked on parent-teacher conference days.

D. Shuttles added after the start of the school year will be offered to bus drivers on a rotating basis by order of seniority to all drivers who could make the shuttle without adding non-passenger driving time. The new shuttle will be offered to the next driver on the seniority list based on where the last shuttle was awarded at the beginning of the year bidding meeting. If a driver loses a shuttle during the year due to a shuttle being eliminated he/she would be given first opportunity to take it before it goes to the next eligible driver on the seniority list. These shuttles will be paid at the regular rate for actual time worked. A seniority list of all regular drivers will be posted by the Transportation Supervisor for the purpose of shuttles.

E. Bus drivers shall be paid their regular rate for all time when a mechanical failure or breakdown involving their bus occurs. If a breakdown occurs during a field trip, the rate of pay will be the non-routine bus trip rate.

F. Bus drivers will be paid at the field trip bus trip rate for all time worked after students are off loaded from a field trip for cleaning and fueling the bus.

G. Full-time drivers shall be those drivers who are regularly assigned to drive five (5) or more hours per day. However, all drivers who worked as members of the bargaining unit during each workday (Monday through Friday) during the 1997-98 school year shall be grandfathered as full-time drivers in the future.

H. The following rules shall apply to bus drivers who follow another district’s school calendar (for example, Vanguard-Sentinel Career and Technology Centers):

1. If the other district is in session on a day that the Lakota Local School District is not in session, the bus driver shall be compensated for driving his/her route and/or shuttle.

2. If the Lakota Local School District is in session on a day that the other district is not in session, the bus driver’s compensation shall be reduced by the number of hours that the bus driver would have received pursuant to Section H(1) of this Article (i.e., the amount of hours that the bus driver would have been compensated for had the other district been in session on a day that the Lakota Local School District was not in session).
I. All shuttles, routes, and Mid-Days will be paid a minimum of two (2) hours at the drivers regular rate.

J. Bus Driver Field Trips

1. **Seniority List**

   At the beginning of the school year, a seniority list of all regular Drivers will be posted by the Transportation Supervisor for the purpose of trip assignments. If a Driver does not desire extra field trips, he/she may remove his/her name from the list by submitting a written request to the Transportation Supervisor. Each month a list of available trips will be posted next to the seniority list. All field trips shall be rotated off of the one seniority list.

2. All field trips will be paid a minimum of two (2) hours at the field trip rate.

3. **Cancellation**

   a. **By the Employer** — If a trip is postponed or canceled after driver assignment, he/she will have the first choice in the next trip assignment procedure.

   b. **By the Driver** — If a driver cancels the trip, the trip will be offered to the next driver on the list. The original driver will lose one (1) turn on the next trip rotation.

4. The Transportation Supervisor shall provide (as current practice) the maximum notice possible for field trip notification. It is recognized, however, that under some circumstances, such as basketball tournaments, advance notice of field trips may be a matter of hours rather than days.

5. All regular drivers desiring to take field trips must be present during disbursement of trips. Field trips shall be distributed at 9:30 a.m. on the last Thursday of every month. As current practice, emergency and/or last minute trip requests are not applicable.

6. Substitute bus drivers shall be assigned to field trips only if the roster of regular bus drivers has been exhausted. Regular bus drivers may be assigned to field trips even if the field trip would preclude the regular bus driver from completing his/her regular route, if a substitute can be found for the driver’s regular route. If a substitute driver cannot be found for the regular route, then the bus mechanic shall be asked to drive. If the bus mechanic refuses, the regular bus driver will be required to drive his/her regular route. The District will attempt to find a substitute driver for the field trip.
7. **Overnight Field Trips**

Drivers will be paid for all time during overnight field trips minus eight (8) hours sleeping time at the non-routine bus trip rate. Lodging and dinner/breakfast will be provided equivalent to that provided to the certified staff person in charge of the student group.

J. **Field Trip Rate**

The field trip rate will be increased the same percentage and at the same time as across the board increases to the wage rate schedule.

K. In emergency situations, any Board employee with a CDL, including supervisors and any other non-bargaining unit employee, may transport students in a school bus or other vehicle as permitted by law. An emergency situation shall be defined as a situation where no bus driver is available to transport the students and/or it would be impracticable to attempt to contact the bus drivers to transport the students.

**ARTICLE 13 — TRANSPORTATION**

A. The Board of Education will provide reimbursement of up to Two Hundred Dollars ($200.00) of documented expenses, minus any expenses covered by insurance, for comprehensive testing, physicals, and background checks to all employees who are required to take the Commercial Motor Vehicle Safety Examination and Re-examination, in order to receive a Commercial Drivers License. The reimbursement shall be paid only to employees who apply for such reimbursement within ninety (90) calendar days of incurring the expense. This includes new employees who had such expenses prior to being employed by the District. Such reimbursement will occur after presentation to the Superintendent of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Examination and receipt of the Commercial Drivers License and receipt of physical. Should the employee voluntarily leave the District within one (1) year of receiving such reimbursement, he/she shall be required to repay the District for the full amount of the reimbursement.

B. An employee who receives such a reimbursement and who fails to remain in service to the Lakota Local School District Board of Education for a period of one (1) school year after receipt of the reimbursement, except for death or retirement, shall have the amount of the reimbursement deducted from his/her final check.

C. If an employee fails to pass the examination, he/she shall immediately be placed on an unpaid leave without fringe benefits for a period of up to ninety (90) days or until such time as he/she passes the test. Upon passing the test, all wages and other entitled benefits, including seniority, will be resumed. If the employee fails to pass within the ninety (90)
day period, his/her contract shall be deemed terminated without requiring Board action.

D. No Board reimbursement will be allowed if the employee is required to be re-examined because of vehicle operator violations and/or citations.

ARTICLE 14 — CDL DRUG TESTING PROGRAM

The following items have been agreed to by the undersigned as they relate to the Lakota Local School District Alcohol and Drug Testing Program for all employees operating motor vehicles who are required to hold a commercial driver’s license.

A. The school district will pay for required random, post-accident, and reasonable suspicion drug and alcohol testing expenses. Employee shall pay for all return to duty and follow-up drug and alcohol testing that is required.

B. Drivers who are required to submit to a required random, and reasonable suspicion drug and/or alcohol test shall be compensated at their regular hourly rate, not to exceed one (1) hour. Those requiring post-accident testing shall be compensated at their regular hourly rate. If a driver refuses to submit to a required random, post-accident, and reasonable suspicion drug and/or alcohol test, the consequences shall be the same as if the individual had been tested with a result at the .04 content level for alcohol and a positive test for drugs: whichever of the two or if both are refused.

C. The district shall provide the mandatory Alcohol and Drug Testing In-service to all CDL holders employed by the school district. Upon request, the district shall inform the employee of drug and alcohol rehabilitation programs/providers in the area.

D. The school district will require a driver to submit to a controlled substance test if there is a reasonable suspicion to believe that the driver has violated the prohibitions of the law regarding the use of controlled substances.

E. If a driver’s alcohol test results in a reading between .02 and .04 that employee shall receive a written reprimand and a twenty-four (24) hour unpaid suspension and be required to attend an Employee Assistance Program (EAP) consultation. The employer shall schedule the EAP consultation within the twenty-four (24) hour period and shall arrange for confirmation of the meeting. Should an appointment be scheduled outside of the twenty-four (24) hour suspension at the request of the employee or due to scheduling conflicts with the chosen EAP, the employee shall have the suspension continued. Suspensions which continue beyond the initial twenty-four (24) hour period and which are not the result of a failure of the employer to schedule shall be continued until the EAP consultation is confirmed and shall be without pay. If for any reason the employee fails to keep the EAP appointment, he/she will remain on suspension without pay until he/she attends an EAP consultation.

F. On the first occurrence that an employee’s test is positive for drugs exceeding Federal
Guidelines or alcohol (at .04 and beyond), the employee shall be placed on suspension or unrequested leave and be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave, and/or an unpaid medical leave at his/her request.

G. On the second occurrence that an employee’s test is positive for drugs exceeding Federal Guidelines or alcohol (at .04 and beyond), the employee shall be terminated.

H. All disciplinary provisions of the current Negotiated Agreement shall continue to apply as they may relate to the safe and proper operation of a school bus, as well as the grievance procedures contained in said agreements.

I. An employee undergoing prescribed medical treatment with any drug or controlled substance that may impair his/her physical and/or mental ability to properly operate a motor vehicle must report such use to the Transportation Coordinator prior to operating any school bus.

ARTICLE 15—CUSTODIANS ON DUTY

A. Whenever there is a scheduled school event in a school building there will be a custodian on duty for the entire duration of the event. Event is defined as: When there is a charge for spectators and/or for participants. Custodians shall be notified in advance when there is a scheduled event in their building.

B. A substitute will not be used for said events unless a regular custodian is not available.

C. The Board shall provide the necessary safety equipment.

D. No student shall perform bargaining unit work unless it is through education programming and/or various support programs, (i.e., WSOS). Said work will not be used to reduce hours of, or replace current workers.

E. Management will make available information concerning workshops.

F. Custodians called out by their supervisor for any duty after his/her regular work hours shall receive a minimum of two (2) hours of pay.

G. Afternoon custodians shall be permitted to work day shift on all scheduled workdays when school is not in session, excluding calamity days, from the start of summer break and up to two (2) weeks before school restarts and any other days during the school year unless there is an event scheduled provided, however, that at least one (1) custodian shall work an evening shift.
ARTICLE 16 — HEAD CUSTODIAN

Effective with the move into the new K-12 building, there will be one Head Custodian for the building. The Head Custodian shall work the first shift. The position will be awarded according to the procedures set forth in Article 10 from among those employees in the Custodial Classification who apply for the position. For purposes of a Reduction in Force under Article 11, the Head Custodian is a member of the Custodial classification and is treated the same as other members of the classification.

ARTICLE 17 — CAFETERIA PROVISIONS

1. A cafeteria employee shall be on duty any time a group of individuals is using major appliances in the kitchen (i.e. stove, mixers, ovens).

2. Lesser hour cafeteria staff within a building will be used by seniority when staff with more hours are absent.

3. Lesser hour cafeteria staff throughout the district will be used by seniority when staff with more hours are absent.

ARTICLE 18 — CLASSROOM AIDE PROVISIONS

Classroom aides will not be used to fill in as substitute teachers where certification is required.

ARTICLE 19 — LUNCH PERIOD AND BREAKS

A. All classified employees working five (5) or more consecutive hours shall have a thirty (30) minute uninterrupted lunch period. Such lunch period shall be exclusive of the time for which the employee is paid. The building administrator, or administrator in charge shall schedule a reasonable time for classified employee lunch periods.

B. No classified employee shall leave his/her assigned work station or building without approval of the building administrator, or administrator in charge.

C. All classified employees working five (5) consecutive hours or more each workday shall receive one (1) fifteen (15) minute paid break on each day worked,
ARTICLE 20 — RECOGNITION OF EXPERIENCES

A. Full-time employees shall be granted a maximum of one (1) year of experience credit for each year under contract during which they are employed a minimum of one hundred twenty (120) days. Such experience credit shall be utilized for the purpose of determining advancement on the salary schedule.

B. Part-time employees’ experience shall be calculated on a pro-rata basis according to the total number of hours worked per contract year as compared to the number of hours recognized as full time employment.

C. In the event that a part time employee is assigned full time employment, the accumulated fractional years of service credit shall be applied to determine placement on the salary schedule in the new classification.

D. Non-teaching classifications and hours recognized as full time employment, excluding paid holidays, are as follows:
   1. Food Service - 6 hours/day - 178 days/year = 1,068 hours/year
   2. Aides - 6 hours/day - 178 days/year = 1,068 hours/year
   3. Mechanics - 8 hours/day - x the number of days in the applicable school year = 2,080 hours/year
   4. Bus Drivers - 5 hours/day x 178 days/year = 890 hours/year (i.e., The full-time designation shall only apply to Bus Operators who actually drive five (5) or more hours per day and/or for those drivers grandfathered pursuant to Article XIII(G) above)
   5. Secretaries - 6 hours/day x 193 days/year = 1,158 hours/year, may work up to 8 hours/day and up to the number of days in the applicable school year or up to 2,080 hours/year
   6. Custodians - 6 hours/day x the number of days in the applicable school year = 1,560 hours/year (may work 8 hours/day and up to 2,080 hours/year)

The number of days for employees working less than 8 hours/day shall be subject to change based upon the number of days in the applicable school year.

E. New employees and employees previously employed in the District who return may be given consideration for previous employment and/or education.
ARTICLE 21 — RESIGNATION OF CLASSIFIED STAFF MEMBERS

Any non-teaching staff member may request to resign from his/her contract of employment with the District by filing a written notice with the Superintendent. All resignations will be transmitted to the Board for its consideration.

ARTICLE 22 — DISCIPLINE AND SUSPENSION

A. On the job correction or guidance by a supervisor is not considered discipline.

B. For serious discipline problems, disciplinary action shall consist of a course designed to improve the quality of the employee’s work. Discipline measures shall proceed from mild to strong depending on the frequency or seriousness of the offense and shall begin at the appropriate step as follows:

1. First, or mild offenses – documented oral warning.

2. Second, or more serious offense - written warning.

3. Third (or more), or serious offenses - written warning and meeting with Superintendent and/or unpaid suspension up to five (5) days.

4. Termination and/or suspension beyond five (5) days depending on the seriousness of the offense.

C. Any discipline imposed shall be placed in the employee’s personnel file. The employee shall have five (5) work days from the date on which the discipline was issued to submit a written rebuttal which shall be attached to the discipline.

D. The Superintendent can proceed immediately to Step 4 depending on the seriousness of the offense.

E. Employees shall not be suspended or terminated except for cause. Suspensions and discharges shall be subject to the grievance procedure.

F. At any time, employees may review their personnel file in the presence of the superintendent and challenge material that they feel is false, irrelevant or out-of-date.

G. The employee may appeal a suspension or termination directly to Step II of the grievance procedure, and beyond.

H. Employees may have a union representative present at any step of the discipline process. An employee is prohibited from bringing a personal attorney or representative to any step of the discipline process without the mutual agreement of the Board or its designee and
the Association.

I. The Employer shall notify the Union officer(s) of any written discipline and/or suspension on any bargaining unit employee(s) within one (1) work day of action taken.

ARTICLE 23 — CALAMITY RELATED CLOSINGS

A. On the first five (5) days when school is not in operation due to weather conditions or other calamity, only the Head Custodian is expected to report for work if he/she is reasonably able to do so. The Head Custodian shall secure the building, thus completing his/her work day obligation unless requested otherwise by the building administrator. Beginning on the sixth (6th) day when school is not in operation due to weather conditions or other calamity, all twelve (12) month personnel shall report to the building and work usual hours, or hours as otherwise directed by the building administrator, if they are reasonably able to do so.

B. Employees who perform work that has been approved by the building administrator on the first five (5) days when school is not in operation due to weather conditions or other calamity shall be paid time and one-half (1-1/2) their appropriate rate of pay for all hours actually worked. Any remaining hours in their normal workday will be paid at their appropriate regular rate of pay.

C. Drivers will be notified as soon as possible in the morning of said closings or delays.

ARTICLE 24 — SAFETY

A. The Employer agrees to provide a safe workplace. The Employer shall not knowingly require an Employee to operate an unsafe vehicle. The Superintendent or his/her designee shall have discretion to determine when road conditions are unsafe.

B. Drivers shall be notified of any known significant medical problems of students on their bus.

ARTICLE 25 — STAFF PROTECTION

A. Any employee threatened or abused shall report the situation to the building principal or supervisor. Action shall be taken to protect the employee’s safety in light of the circumstances and individuals involved. The Superintendent or his/her designee shall have discretion to determine whether such action is necessary and, if necessary, what action should be taken.

B. The Board fully supports the prosecution of any individual who assaults a staff member while said staff member is fulfilling his/her assigned responsibilities.
ARTICLE 26 — PERSONNEL FILES

A. Each employee, upon reasonable advance request, may currently inspect his personnel file which is maintained at the Board office. Copies of employee files will be provided without cost to an employee making such a request. Employees may be accompanied by a Union representative, if they so desire, at the time they review their personnel file.

B. An Employee shall receive a copy of “job related offense” before it is placed in his personnel file.

C. Three (3) years after issue of said discipline, upon the employee’s request, all disciplinary warnings, reprimands and derogatory actions shall cease to have any effect; provided that, there has been no further disciplinary actions during the three (3) year time period.

D. All rebuttals by employees shall be entered into the employee’s file per his/her request and attached to any derogatory materials and/or reprimands.

ARTICLE 27 — EDUCATIONAL CLASS/JOB TRAINING COURSE

Upon written request to the Superintendent, and presentation of appropriate receipts and other documentation, classified employees shall be reimbursed for the successful completion of any course or training which the Board of Education has required them to complete, and which the Board of Education has approved prior to the enrollment of the classified employee in said course or training program.

ARTICLE 28 — JOB DESCRIPTIONS

A. Employees of the bargaining unit shall, if requested, be provided, at the beginning of the school year, a specific job description which has been prepared for his/her classified position within the School District.

B. Any changes shall be discussed with the Union and Employee involved before implementation. The Union President shall be furnished with a copy of all job descriptions.

C. All job duties shall be consistent with the nature of the assignment to be performed and in the proper scope of job classification.
ARTICLE 29 — WORK RULES

No such work rules, policies, or directives shall conflict with or violate any provision of this Agreement, and such rules, policies, and directives shall be reasonable and applied consistently where applicable.

ARTICLE 30 — NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, political opinions or affiliation, and/or handicap.

ARTICLE 31 — SUMMER WORK

Employees may designate on the Employee Intent form if they wish to be considered for a summer position and the position for which they wish to be considered. Employees will be contacted on a seniority basis to fill the summer position that they have requested. If after contacting the employees, a position remains unfilled, such position shall be filled by the Superintendent at his/her discretion. Employee(s) will be paid the substitute rate for only the day or hour they work. This provision does not apply to 12-month employees.

ARTICLE 32 — COMPENSATION

A. Classified Staff Wage Schedules

1. Classified staff wage rate schedules will take into account the qualifications required, the responsibilities of the position, and work experience. Initial placement on the salary schedule may take into consideration the employee’s previous experience.

2. Classified employees will have served one hundred and twenty (120) days to qualify for a yearly increment on the salary schedule.

3. An annual salary notice is required.

4. Employee wage rates shall be increased as listed below for the periods indicated:
Wage Rate Increase

<table>
<thead>
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<th>School Year</th>
<th>Across the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>3.0%</td>
</tr>
<tr>
<td>2019-2020</td>
<td>3.0%</td>
</tr>
<tr>
<td>2020-2021</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

B. **Overtime and Pay Procedure**

1. All overtime and extra work shall be offered to employees on a rotating basis by seniority within their job location and classification, except as restricted by paragraph 2 below, before said work is offered to any employee from another location within the same classification. If an employee within one (1) location declines said extra work, it then shall be offered to the senior employee within the job classification that the overtime and extra work is needed.

2. However, forty (40) hour/week employees shall not have a right to extra work beyond the forty (40) hours without prior administrative approval.

3. An employee who is assigned to temporarily replace an employee in a higher job classification for a period of five (5) or more consecutive days shall be paid the higher rate of pay after the fifth (5th) day until the absent employee returns to work.

**ARTICLE 33 — INSURANCE PLANS**

A. **Health and Medical Benefits**

1. Employees will pay a co-pay of: 1) ten dollars ($10.00) for generic prescription drugs, 2) twenty dollars ($20.00) for brand name formulary prescription drugs, 3) thirty-five Dollars ($35.00) for brand name non-formulary prescription drugs and 4) a 20% co-insurance up to a maximum of one hundred and fifty dollars ($150.00) per prescription for specialty drugs. All specialty prescriptions shall be filled by the Caremark Specialty Pharmacy, except for the initial prescription and any emergency prescription.

2. Except as provided herein, the Board will offer two major medical plans, Plan I and H.S.A. Plan. The employee’s share of the premium for the plans is set forth in Sections E and F. Except as provided herein, current employees may choose either plan. If the Board becomes subject to the high-cost plan excise tax or other penalty related to the cost of Plan I, the Board shall no longer offer and employees shall no longer have the option of choosing Plan I. Effective January 1, 2016, if
the Board’s health insurance premiums increase by more than ten percent (10%) for any renewals during the term of this contract, the Board shall implement Plan II. The employee’s share of the premium is established by Section E. Any employee hired after the implementation of Plan II, may only enroll in Plan II.

1. **General Insurance Provisions**

   a. The Board shall have the right to select the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium. The coverage and benefits provided by the Board shall remain the same as or better than those furnished by the Employer in the current collective bargaining agreement.

   b. Any change in carrier, method of insuring, or participation in any insurance consortium during this contract shall provide benefits equivalent to those in effect as of the effective date of this Agreement.

   c. It shall be the responsibility of the employee to notify the Board Treasurer, in writing, of any change in dependency status.

   d. A new classified employee must complete a minimum of a thirty (30) day waiting period from the date his/her employment begins before inclusion under the insurance programs provided by the Board.

   e. Upon termination of employment from the Board, the classified employee shall also be terminated from insurance programs. All eligible employees have the option to continue coverage in accordance with law. If an employee resigns or retires and he/she has already paid his/her medical insurance contributions for a particular month, he/she shall remain on the Board’s medical insurance for that month.

B. **Dental and Life Insurance**

The Board shall pay Dental and Life insurance as follows:

<table>
<thead>
<tr>
<th>Hours Worked/Day</th>
<th>Percentage of Premium Paid by Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 or more</td>
<td>10%</td>
</tr>
<tr>
<td>6 or more and under 7</td>
<td>20%</td>
</tr>
<tr>
<td>5 or more and under 6</td>
<td>30%</td>
</tr>
<tr>
<td>4 or more and under 5</td>
<td>50%</td>
</tr>
<tr>
<td>No coverage under 4</td>
<td></td>
</tr>
</tbody>
</table>

C. **Vision Insurance**

The Board will make available a Vision Insurance plan, which the employee will pay one-hundred percent (100%) of the premium rate.
D. **Life Insurance**

The Board will provide Life and Accidental Death insurance with the premium being paid by the Board in the following amounts:

<table>
<thead>
<tr>
<th>Ages</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>64 and under</td>
<td>$20,000</td>
</tr>
<tr>
<td>Ages 65-69</td>
<td>$13,000</td>
</tr>
<tr>
<td>Ages 70-74</td>
<td>$12,000</td>
</tr>
<tr>
<td>Ages 75 and above</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

*Employees working less than an eight (8) hour day will have the premium provided in accordance with Section B above.*

E. **Board Cost of Medical Insurance for Plan I and Plan II Insurance**

Except as provided herein, the Board shall make the following contributions (with 80/20 and 60/40 levels):

<table>
<thead>
<tr>
<th>Hours Worked/Day</th>
<th>Percentage of Premium by Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 or more</td>
<td>85%</td>
</tr>
<tr>
<td>6 or more and under 7</td>
<td>75%</td>
</tr>
<tr>
<td>5 or more and under 6</td>
<td>65%</td>
</tr>
<tr>
<td>4 or more and under 5</td>
<td>45%</td>
</tr>
<tr>
<td>No coverage under 4</td>
<td>--</td>
</tr>
</tbody>
</table>

*Employees can increase the Board’s contribution as follows (with 80/20 and 60/40 levels) through participation in an approved wellness program.*

<table>
<thead>
<tr>
<th>Hours Worked/Day</th>
<th>Percentage of Premium by Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 or more</td>
<td>90%</td>
</tr>
<tr>
<td>6 or more and under 7</td>
<td>80%</td>
</tr>
<tr>
<td>5 or more and under 6</td>
<td>70%</td>
</tr>
<tr>
<td>4 or more and under 5</td>
<td>50%</td>
</tr>
<tr>
<td>No coverage under 4</td>
<td>--</td>
</tr>
</tbody>
</table>

If Plan II is implemented, the Board’s contribution for Plan I shall be capped at the amount the Board contributed for the month of January (2019) and all increases in Plan I premiums shall be incurred by the members selecting the plan.

F. **H.S.A Plan** - The Board shall contribute 85% (7 or more hours), 75% (6 hours or more under 7), 65% (5 hours or more under 6), 45% (4 hours or more or under 5) of the FY19
Plan I health care premium towards the monthly premium of the H.S.A Plan. Employees can increase the Board’s contribution by 5% through participation in an approved wellness program. To the extent that the premiums for this H.S.A. plan are less than the FY19 Board contributed amounts stated earlier in this paragraph, the excess will be contributed to the employee’s H.S.A. The Board will contribute a minimum of the following amounts to the employee’s H.S.A. during the first year they have signed up for this plan. This is limited to FY19, FY20, & FY21 only. 50% of these amounts will be contributed to the H.S.A accounts in January and the remaining 50% will be paid into accounts in August.

***The deductibles in H.S.A. Plan are subject to change based on IRS regulations.

<table>
<thead>
<tr>
<th>Hours Worked/Day</th>
<th>Single</th>
<th>Amounts Paid by Board</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 or more</td>
<td>$665</td>
<td>$1,710</td>
<td></td>
</tr>
<tr>
<td>6 or more and under 7</td>
<td>$595</td>
<td>$1,530</td>
<td></td>
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<tr>
<td>5 or more and under 6</td>
<td>$525</td>
<td>$1,350</td>
<td></td>
</tr>
<tr>
<td>4 or more and under 5</td>
<td>$385</td>
<td>$990</td>
<td></td>
</tr>
<tr>
<td>No coverage under 4</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
</tbody>
</table>

Employees can increase the Board’s contribution by 5% through participation in an approved wellness program.

<table>
<thead>
<tr>
<th>Hours Worked/Day</th>
<th>Single</th>
<th>Amounts Paid by Board</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 or more</td>
<td>$700</td>
<td>$1,800</td>
<td></td>
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<tr>
<td>6 or more and under 7</td>
<td>$630</td>
<td>$1,620</td>
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<tr>
<td>5 or more and under 6</td>
<td>$560</td>
<td>$1,440</td>
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<tr>
<td>4 or more and under 5</td>
<td>$420</td>
<td>$1,080</td>
<td></td>
</tr>
<tr>
<td>No coverage under 4</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
</tbody>
</table>

G. **Working Spouse Rule**

1. "Working Spouse" rule will be in effect for Lakota Local School District employees whose spouse works for another employer outside of the District.

2. Eligibility will be determined based upon the following guidelines:
   a. Your spouse must enroll in at least single coverage through their employer if:
      i. Your spouse is eligible for health insurance (major medical) through his/her employer.
      ii. Your spouse will be eligible for health insurance through his/her retirement system when your spouse retires.
   b. If one (1) of the above pertains to your spouse:
i. Your spouse is required to enroll on his/her employer's plan at the next open enrollment period for at least single coverage;

ii. Insurance under Lakota Local School District insurance plan will only provide secondary coverage to your spouse's insurance coverage through his/her employer.

3. Your spouse is exempt from this requirement if:

a. Your spouse does not have access to employer subsidized health insurance (major medical).

b. Your spouse would be required to contribute more than $200.00 per month to his/her plan.

c. Your spouse is currently retired, eligible for Medicare, but not on the retirement system program.

H. Section 125 Plan

A 125 Plan will be utilized as long as available.

I. Health Insurance/Wellness Committee

A health insurance/wellness committee comprised of five (5) bargaining unit members appointed by the Union, including a member of the Union's Executive Committee, five (5) non-union employees appointed by the Superintendent or his/her designee, five (5) members of the LEA and the School Nurse, as an Ad-Hoc, non-voting member, unless appointed to the committee by the LEA, will be established with the following goals: review and analysis of the health care plans, study alternatives, educate the employees regarding the plans and make recommendations which form the basis for mutually agreed upon changes in the contract. The Committee will also be responsible for developing programs to meet the requirements of the best practices in Ohio Revised Code 9.901. The committee shall develop, adopt and implement a mutually agreed wellness program by July 1 of the applicable school year, that rewards employees for participation in the program. Participants meeting the criteria established in the wellness plan shall earn a premium discount, effective January 1 of the applicable school year of up to 5% of the employee's total Plan II or Plan III premium. On or before August 31 of each school year, the Union shall appoint two (2) bargaining unit members, the Superintendent or his/her designee shall appoint two (2) non-union employees and the LEA shall appoint two (2) bargaining unit members to serve on an executive committee. All members of the executive committee must be members of the health insurance/wellness committee. The executive committee shall meet at least once annually on or before September 15 of the applicable school year to establish bylaws for the health insurance/wellness committee. At a minimum, such bylaws shall address voting procedures, non-member attendance at
health insurance/wellness committee meetings and procedures to increase the health insurance/wellness committee’s membership.

J. Health Insurance Committee

A health insurance committee shall be established and maintained with three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Union. Up to three (3) representatives from the employee organization representing the teachers will be invited to participate, as well. The committee will meet at least twice each year to review health insurance plans. The purpose of the committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance plans(s). Committee members shall review data, work with the District insurance consultant and other consultants as agreed upon by the committee members, and collaborate on making recommendations for any changes in medical, dental or vision insurances to their respective constituencies. This committee shall also place an emphasis upon cost savings. The committee is not empowered to unilaterally make changes in insurance benefits without ratification by the Board and the Association. The committee does not, in any way, diminish the rights and responsibilities of either party.

ARTICLE 34 — FRINGE BENEFITS

A. Holiday Pay

1. All nine- (9) and ten- (10) month employees shall receive the following holidays:

   New Year’s Day  Thanksgiving Day
   Memorial Day     Christmas Eve
   Labor Day        Christmas

2. All twelve-(12) month employees shall receive the following holiday in addition to the holidays in paragraph A:

   Independence Day
   Friday after Thanksgiving
   Good Friday

3. If a holiday falls on Saturday, employees shall have the preceding Friday off. If the holiday falls on Sunday, employees shall have the following Monday off. If Christmas falls on a Saturday, employees shall have Thursday and Friday off. If Christmas falls on a Sunday, employees will have Friday and Monday off. If Christmas falls on a Monday, employees will have Monday and Tuesday off.
B. **Workers’ Compensation**

1. All employees covered under this Agreement are protected under the State Workers’ Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured Employee’s Supervisor, or other designated representative, and an application shall be filed with the Bureau of Workers’ Compensation.

C. **Mileage Reimbursement**

Classified employees shall receive reimbursement for authorized and pre-approved use of personally owned vehicles at the current IRS rate per mile in effect July 1 of each school year provided, however, that if the IRS rate decreases after July 1, the employee shall be reimbursed at the IRS rate in effect at the time he/she drove for school-related business.

D. **Severance-Retirement Pay**

1. Any retiring classified employee who has at least ten (10) years service in the Lakota Local School District shall be eligible to apply to the Board for severance pay if they show evidence of receipt of the first check from the state retirement system. Eligibility must be verified by the employee’s Ohio School Employees Retirement Service Credit Report.

2. The number of days of severance pay shall be one-fourth (1/4) of the unused accumulated sick leave days.

3. The recipient shall be paid at a per diem rate based upon the last contractual salary and the number of days of service called for in the contract; and shall be paid in one payment within thirty (30) days after all necessary evidence is on file with the Treasurer.

4. The Board shall pay any employee upon death or retirement the total severance pay due paid at the per diem rate.

E. **Free Admission to School Activities**

Classified employees, their spouse, and children shall have free admission to all school-related activities and functions, excluding fund raising events and/or athletic banquets.

F. **SERS Pick-Up**

1. The Board of Education agrees to designate each employee’s mandatory contributions to the School Employees Retirement System of Ohio as “picked-up”
by the Board as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee’s income reported by the Board as subject to federal and Ohio income tax shall be the employee’s total gross income reduced by the then current percentage amount of the employee’s SERS contribution which has been designated as “picked-up” by the Board.

2. The amount designated as “picked-up” by the Board shall be included in compensation in computing final average salary for purposes of retirement system calculations in determining levels of retirement benefits. Further, this action shall apply to all classes and categories of employees within the bargaining unit.

ARTICLE 35 — DURATION AND INTENT OF AGREEMENT

A. Intent of Agreement

1. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such Board policies, rules and regulations as it deems appropriate in accordance with those laws, except as restricted by this agreement.

2. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

B. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and it supersedes all prior understandings (written or oral) 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, and neither party shall have a duty to negotiate with respect to any matter during such period.

C. Contrary to Law Provision

If any provision of this contract or any application of this contract shall be found to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Duration

This Agreement shall be in effect from July 1, 2018 through June 30, 2021.
ARTICLE 36 — EVALUATIONS

Any employee evaluations shall be done by April 30th of each school year. A principal will be involved in the evaluation process. All employees shall receive a copy of their evaluation upon completion. This shall be done in a confidential manner either by hand delivery or in a sealed envelope. All employees shall be given the opportunity to attach a written rebuttal to their evaluation.

ARTICLE 37 — EMPLOYMENT OF RETIREES

A. Definition of Retiree — A Retiree is an individual who has attained service retirement status with the Ohio State School Retirement System or any other State’s School Retirement System and is otherwise qualified by certification/licensure and background for employment with the Board.

B. Where a vacancy exists, the Board may consider and employ a Retiree for any such vacancy upon the recommendation of the Superintendent.

C. A Retiree shall be paid at the five-year experience Step each year the employee is employed in the District. The Retiree shall not advance on the schedule. Retirees employed by the Board during the 2014-2015 school year shall continue to progress on the salary schedule.

D. A Retiree shall receive a one-year contract which shall expire automatically at the end of the stated term. Continuation of the employment of a Retiree through offering new one-year contracts which automatically expire at the end of the stated term shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing contract, regardless of years of employment with the Board. This provision shall supersede and take precedence over Sections 3319.081 and 3319.083 of the Ohio Revised Code.
E. Evaluations shall be conducted at the discretion of the supervisor. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

F. A Retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under this Negotiated Agreement or under law upon conclusion of employment as a Retiree.

G. A Retiree shall be entitled to participate in insurances provided to the bargaining unit.

H. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force.

I. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This provision supersedes and takes precedence over Section 3313.53 of the Ohio Revised Code.

J. A Retiree shall not be eligible for the Severance-Retirement Pay in Article 35 of the Negotiated Agreement.

ARTICLE 38 – AGREEMENT AND SIGNATURES

THIS AGREEMENT made and entered into this ______ day of _________, 2018, by and between the Lakota Local School District Board of Education and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its Local #18, for and on behalf of the Employees in the bargaining unit as set forth in Article 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
President

By: 
Superintendent

By: 
Treasurer

By: ________________________________

OAPSE LOCAL #18, (AFSCME/AFL-CIO)

By: ________________________________
President, OAPSE Local #18

By: ________________________________
OAPSE Field Representative

By: ________________________________
Negotiating Team Member

By: ________________________________
Negotiating Team Member
APPENDIX A

LOCAL LEVEL FILED: ____________________________

DATE FILED: ____________

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE __________________ DEPARTMENT _______
CLASSIFICATION __________________________ ________
WORK LOCATION __________ IMMEDIATE SUPERVISOR __________
TITLE ________________________________________

STATEMENT OF GRIEVANCE:
__________________________________________
__________________________________________
List applicable violation:
__________________________________________
__________________________________________
__________________________________________
Adjustment required:
__________________________________________
__________________________________________
__________________________________________
I authorize the OAPSE Local ______ as my representative to act for me in the disposition of this grievance.

Date ______________ Signature of Employee __________________________
Signature of Union Representative __________________________ Title __________
Date Presented to Management Representative __________________________
Signature __________________________ Title __________________________

Disposition of Grievance:
__________________________________________
__________________________________________
__________________________________________

ORIGINAL TO ____________________________
COPY ____________________________
COPY: LOCAL UNION GRIEVANCE FILE ____________________________

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.
APPENDIX B

LAKOTA LOCAL SCHOOL DISTRICT
ABSENCE AND SUBSTITUTE REPORT

1. Name 2. Today's Date

3. Date(s) of Absence 4. Number of Days

5. Please mark the appropriate response. The Professional Leave, Personal Leave, Association Leave and Vacation Leave require prior approval to the absence. All classified substitutes must also fill out a timesheet for hours worked.

I certify that my absence was due (or will be due) to:

_____ a. Personal Illness, Pregnancy, Incapacity, or Injury
_____ b. Illness or injury in my immediate family:

(Name) ______________________ (Relationship) ______________________

_____ c. Exposure to contagious disease
_____ d. Death in my immediate family:

(Name) ______________________ (Relationship) ______________________

_____ e. Professional Leave: Event ______________________

Purpose
Estimated expenses: ______________________ ______________________

(If applicable) Fund to be Charged:
**Attach a requisition for registration fee, if registering through the school district.
**Submit any other bills with a requisition for reimbursement following event.

_____ f. Personal Leave (This may not extend with a holiday.) _____ g. Assault Leave
_____ h. Jury Duty (Please turn in Jury Duty Pay to Treasurer) _____ i. Military Leave
_____ j. Association Leave _____ k. Vacation Leave
_____ l. Unpaid Leave (Dock in Pay)
_____ m. Other

6. Employee Signature ______________________ Date ______________________

*******************************************************************************

7. Principal/Supervisor Signature ______________________ Date ______________________

8. Superintendent Signature ______________________ Date ______________________
   (if applicable)
*******************************************************************************

I certify that I substituted for the above named Lakota Local School Employee on date(s) listed above.

Substitute Signature ______________________ Date ______________________
### APPENDIX C

**LAKOTA LOCAL SCHOOL DISTRICT**  
**JULY 1, 2018 – JUNE 30, 2019 CLASSIFIED WAGE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6, 7</th>
<th>8-14</th>
<th>15</th>
<th>20</th>
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<tbody>
<tr>
<td>Secretary</td>
<td>$13.2</td>
<td>$13.8</td>
<td>$14.3</td>
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<td>$15.5</td>
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<tr>
<td>Aide**</td>
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<td>1</td>
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<tr>
<td>Food Serv.</td>
<td>$11.3</td>
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<tr>
<td>Custodian *</td>
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<td>8</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Mechanic +</td>
<td>$14.8</td>
<td>$15.3</td>
<td>$15.9</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>POSITION</th>
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<th>1</th>
<th>2, 3</th>
<th>4, 5, 6</th>
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<tbody>
<tr>
<td>Bus Driver</td>
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<td>9</td>
<td>8</td>
<td>9</td>
<td>3</td>
<td>4</td>
<td>7</td>
<td>0</td>
</tr>
</tbody>
</table>

**NON-Routine BUS TRIPS**  $12.50

*Head Custodian shall receive $1.20/hr. more than the Custodian rate.*

**Head Library/Media shall receive $1.20/hr. more than Aide rate.*

+Mechanic will be paid the bus driver rate when driving bus or providing on-board instruction.

### LAKOTA LOCAL SCHOOL DISTRICT  
**JULY 1, 2019 – JUNE 30, 2020 CLASSIFIED WAGE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>0</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6, 7</th>
<th>8-14</th>
<th>15</th>
<th>20</th>
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</thead>
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<tr>
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<td>$14.79</td>
<td>$15.39</td>
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<td>$17.30</td>
<td>$18.00</td>
<td>$18.75</td>
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<tr>
<td>Food Serv.</td>
<td>$11.66</td>
<td>$12.22</td>
<td>$12.71</td>
<td>$13.22</td>
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<td>$14.27</td>
<td>$14.27</td>
<td>$14.27</td>
<td>$14.83</td>
<td>$15.35</td>
</tr>
<tr>
<td>Mechanic+</td>
<td>$15.26</td>
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<td>$18.90</td>
<td>$19.62</td>
<td>$20.31</td>
<td>$20.97</td>
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</table>

<table>
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<th>POSITION</th>
<th>0</th>
<th>1</th>
<th>2, 3</th>
<th>4, 5, 6</th>
<th>7, 8</th>
<th>9-14</th>
<th>15</th>
<th>20</th>
</tr>
</thead>
</table>

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### APPENDIX C

**LAKOTA LOCAL SCHOOL DISTRICT**  
**JULY 1, 2020 – JUNE 30, 2021 CLASSIFIED WAGE RATE SCHEDULE**

#### Position & Years of Experience

<table>
<thead>
<tr>
<th>POSITION</th>
<th>YEARS OF EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Secretary</td>
<td>$14.07</td>
</tr>
<tr>
<td>Aide**</td>
<td>$11.53</td>
</tr>
<tr>
<td>Food Serv.</td>
<td>$12.01</td>
</tr>
<tr>
<td>Mechanic+</td>
<td>$15.67</td>
</tr>
</tbody>
</table>

#### Position & Years of Experience

<table>
<thead>
<tr>
<th>POSITION</th>
<th>YEARS OF EXPERIENCE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>$17.7</td>
</tr>
</tbody>
</table>

#### NON-ROUTINE BUS TRIPS

- **$12.88**
- **$13.26**

---

*Head Custodian shall receive $1.20/hr. more than the Custodian rate.  
**Head Library/Media shall receive $1.20/hr. more than Aide rate.  
+Mechanic will be paid the bus driver rate when driving bus or providing on-board instruction.*
APPENDIX D

DONATION OF SICK LEAVE

Under the provisions of the Negotiated Agreement between the Board and the Association, the Lakota Local Schools Board of Education and the Ohio Association of Public School Employees, AFSCME AFL-CIO OAPSE Local #018 have agreed to establish a catastrophic leave program.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave per school year to an individual who has experienced a personal catastrophic illness or injury and been approved by the catastrophic leave program committee.

Guidelines For Donation Of Sick Leave

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of five (5) days per school year. The days will be converted into hours for donation purposes.
4. Names of donors to the program will be kept confidential to the extent allowed by law.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE ___ DAYS.
I CURRENTLY HAVE A TOTAL OF _____ DAYS OF ACCUMULATED SICK LEAVE.

_____________________________ ________________________________
Date Name of Employee Making Donation

_____________________________
Signature

THIS FORM SHOULD BE RETURNED TO THE TREASURER
APPENDIX E

CATASTROPHIC LEAVE PROGRAM REQUEST FORM

Employee's Name

I am requesting ______ number of days from the catastrophic leave program.

The reason I am requesting sick leave is:

________________________________________________________________________

________________________________________________________________________

1. I understand that my request will be considered and granted only if there are
days donated by fellow employees to the catastrophic leave program.

2. I understand that the number of days granted cannot exceed the number of
days that have been donated and that the days will be converted into hours
for donation purposes only.

3. I understand that the Union’s decision regarding my request is not subject to
the grievance procedure.

4. I have read the guidelines for use of the catastrophic leave program in the
negotiated agreement.

5. I understand that I am only eligible to use the catastrophic leave program
during my current contract or current school year.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY ALL OF
THE CONDITIONS SET FORTH ON THIS FORM AND IN THE NEGOTIATED

Date ________________________ Name of Person Making Request

Date ________________________ Approved By Union

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND
ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.
APPENDIX F

DONATION OF SICK LEAVE


THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE UP TO A MAXIMUM OF FIVE (5) DAYS OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE UNION.

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIVE (5) DAYS OF SICK LEAVE.

2. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.

3. DONORS MAY DONATE ANY NUMBER OF DAYS UP TO A TOTAL OF FIVE (5) DAYS TO THE SICK LEAVE BANK.

4. NAMES OF DONORS TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE ______ DAYS.

I CURRENTLY HAVE A TOTAL OF ______ DAYS OF ACCUMULATED SICK LEAVE.

_________________________________________  ______________________________
DATE                                           NAME OF EMPLOYEE MAKING DONATION

_________________________________________
SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER, LAKOTA LOCAL SCHOOLS.
APPENDIX G

SICK LEAVE BANK REQUEST FORM

EMPLOYEE’S NAME

I AM REQUESTING ______ NUMBER OF DAYS FROM THE SICK LEAVE BANK.

THE REASON I AM REQUESTING SICK LEAVE IS:

________________________________________________________________________

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.

2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.

3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE MASTER AGREEMENT.

4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

DATE ________________________________ NAME OF PERSON MAKING REQUEST (NAME MAY BE WITHHELD ON DONATION REQUEST FORM SUBMITTED TO OTHER BARGAINING UNIT MEMBERS UPON REQUEST OF PERSON MAKING REQUEST FOR SICK LEAVE BANK.I DO NOT REQUEST THAT MY NAME BE WITHHELD.)

DATE ________________________________ APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT