NEGOTIATED AGREEMENT

BETWEEN

THE SOUTHWEST LICKING LOCAL BOARD OF EDUCATION

AND

THE TEAMSTERS LOCAL UNION NO. 413

AMENDED 3rd UNIT INCLUDING MAINTENANCE ASSISTANT AND GROUNDS/MAINTENANCE

JULY 1, 2024 - JUNE 30, 2027

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AGREEMENT

This Agreement, entered into this 1st day of July, 2024 between the Southwest Licking School District Board of Education, (hereinafter "the Board") and Teamsters Local Union No. 413, affiliated with the International Brotherhood of Teamsters (hereinafter "the Union").

ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all employees in the following positions: Custodian, Head Custodian, In-School Suspension, Computer Room Supervisor, Study Hall Monitor, Cooks, Head Cooks, Building Secretaries, Aides, Maintenance Assistant and Grounds/Maintenance employed by the Board, excluding all other employees and classifications as certified by SERB in Case No. 21-REP-07-0075. See SERB certification attached as Appendix A.
- 1.2 New Positions: When new positions that have a community of interest with the current bargaining unit are created by the Board or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Board and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination regarding the inclusion or exclusion of the position(s) in the bargaining unit. Should such positions be determined to be included in the bargaining unit, the Board and the Union shall meet to determine the appropriate wage for the position(s).

ARTICLE 2 UNION MEMBERSHIP

- 2.1 Union Membership: Subject to the provisions in Section 2.1.3 and 2.1.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing.
 - **2.1.1 New Hires:** The Board will notify the Union in writing of all new hires by routinely providing the Steward with a copy of the agenda for each Board meeting and a copy of approved minutes from each Board meeting. In addition, the Union shall be provided the new employee's name, mailing address, telephone number if the employee releases such information for publication in the staff directory.
 - 2.1.2 Dues Check-off: An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Treasurer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Board shall deduct such dues from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month.

- **2.1.3 List of Union Membership:** The Union shall timely provide to the Treasurer a statement of the total monthly amount of Union related withholding that should be made for each bargaining unit employee.
- **2.1.4 Union Application:** The District Office will email all Stewards the notification of each new hire including name, start date, work location and classification. The District will not encourage or dissuade any new hire in his/her decision about joining the union. The Union shall be responsible for providing new hires with the union application and enrollment forms.

ARTICLE 3 BARGAINING UNIT EMPLOYEE RIGHTS

3.1 Personnel Files:

- **3.1.1** The official personnel files of each employee shall be maintained at the Board's central administration office. No other permanent file shall be maintained.
- 3.1.2 Any employee shall have the right to examine and/or obtain copies of any material from his/her personnel file at the applicable copy charge. Employees shall be permitted to inspect their files during regular office hours upon request. Employees shall be permitted to prepare a written response to evaluations and/or discipline in his/her personnel file and such written response shall be placed in the employee's personnel file.
- 3.1.3 All employees will receive a copy of the job description that they are hired for upon date of hire. All employees will be entitled to a copy of their job description in their personnel files.

ARTICLE 4 UNION RIGHTS

4.1 Access to Work Areas, Bulletin Boards and Board Facilities:

- 4.1.1 Authorized agents of the Union shall have access to the bargaining unit employees work areas during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed, provided that he/she shall not disrupt or interfere with work performance, and provided that he/she gives prior notice to the immediate supervisor and/or building principal in the work area of the day and time the agent intends to arrive. However, Union agents must comply with standard Board procedures for check-in and check-out of outside visitors, where applicable.
- 4.1.2 The Board agrees to provide a 3' x 5' bulletin board, unless a smaller size is mutually agreed upon due to limited space, for the use of the bargaining unit at a centralized location in each building (for example, near a time clock). The bulletin board may be used to post information and notices of matters of concern to the Union and shall not be used to post obscene or offensive information.
- **4.2 Union Rights to Information:** The Board shall provide to the Union a seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and most recent date of hire.
- **4.3 Printing of Contract:** The Board shall assume responsibility for providing electronic copies of the contract to all bargaining unit employees by email and shall post a copy of the contract on the District website for employee access.

4.4 Attendance at Meetings Involving Board and Union: Union members whose presence is necessary or required during working hours in a meeting, hearing, etc. attended by both the Board and the Union concerning matters between the Board and the Union shall be released with no loss of time to participate in said hearing, meeting, etc. However, such meetings/hearings shall be scheduled outside of working hours whenever possible and twenty-four (24) hours' advance notice shall be provided whenever possible.

ARTICLE 5 STEWARDS

- **5.1 Stewards:** The Board recognizes the right of the Union to designate one (1) steward and one (1) alternate per building.
- 5.2 Grievances and Discipline: The steward (or the alternate, in the absence of the steward) may assist in the investigation, presentation and settling of grievances in his/her assigned building and in representation of a bargaining unit member in a disciplinary matter in his/her assigned building, provided the steward is doing so outside his/her regularly scheduled work hours. However, in the event that a grievance or disciplinary meetings or hearings are scheduled during the steward's (or alternate's, as applicable) regularly scheduled work hours by the administration, the steward (or alternate, as applicable) shall be excused from work without loss of pay to attend, so long as it related to a grievance or disciplinary matter in his/her assigned building.
- 5.3 Union Business: With reasonable advance notice, the stewards and/or the alternate stewards will be excused from work without loss of pay to attend to Union business, as necessary up to a total maximum (for all stewards and alternates) of forty (40) hours of paid leave each contract year; provided that, said absence shall not unduly disrupt the Board's operations. The request for time off from work under this section shall be in writing on a designated form. The forty (40) hours provided herein shall not carry over from year to year.

ARTICLE 6 BARGAINING UNIT WORK

- 6.1 Work that bargaining unit employees are qualified and capable of performing, that traditionally falls within their job classification, and that they are performing as of ratification of this agreement shall not be removed from bargaining unit employees, if the removal of the work would necessitate a reduction of bargaining unit employees covered by this agreement.
- 6.2 Job duties performed up to now by the Grounds bargaining unit employee shall be offered to Grounds bargaining unit employee before being offered to non-bargaining unit employees, except that the Grounds Supervisor may continue to perform such duties as he has done in the past.
- 6.3 Snow and ice removal work that has historically been performed by the Grounds classification shall continue to be offered first to the Grounds bargaining unit employee. If there is more such work than can be performed in the necessary time frame by the Grounds bargaining unit employee, then such work shall be offered to the senior Maintenance Assistant bargaining unit employee who has been offered such work in the past before it is offered to any non-bargaining unit employees.

ARTICLE 7 GRIEVANCE PROCEDURES

7.1 A grievance is any matter concerning the interpretation, application and/or alleged violation of this Agreement. In the event a grievance arises between the Board and the Union or an employee(s), it is understood and agreed that it shall be resolved in the following manner.

A "work day" for purposes of this Article is a day from Monday through Friday that the Board office is open.

7.2 Procedure: The aggrieved employee or the Union Steward shall discuss the matter with the employee's immediate supervisor with the objective of resolving the issue informally.

Step 1

If the matter is not resolved informally, the aggrieved employee or the Union Steward shall reduce any grievance to writing, on the grievance form and present it to the employee's immediate supervisor within ten (10) work days of the event-giving rise to the grievance or of the date on which the employee or Union knew or should have known about the grievance. However, if the parties mutually agree to waive Step 1, then the written grievance shall be presented at Step 2. Within seven (7) workdays of receipt of the written grievance, the supervisor, the Union Steward and the aggrieved employee will meet. The supervisor will issue a written answer to the grievance within five (5) work days following the meeting to both the aggrieved employee and the Union Steward. Nothing in the section shall preclude the Union Business Agent from participating, if notified by the Union Steward and available at the scheduled time for meeting, but the supervisor shall not be obligated to notify the Union Business Agent of the meeting or to postpone the meeting to enable the Union Business Agent to attend.

Step 2

If the matter is not resolved to the satisfaction of the aggrieved employee and the Union at Step 1, the aggrieved employee may submit the grievance to the Superintendent or designee within five (5) work days following receipt of the Step 1 response. Within seven (7) work days of receipt of the grievance the Superintendent or designee, the Union representative, and the aggrieved employee will meet. The Union representative may be the Union Business Agent as long as the Agent is available at the scheduled time of the meeting or is willing to extend grievance timelines at Step 2 as necessary to enable rescheduling of the meeting. The Superintendent can ask for agreed upon extension of the grievance timelines at Step 2. The Union Business Agent may choose, however, to send a designee (i.e., Steward) to the meeting instead. The Superintendent or designee will issue a written answer to the grievance within ten (10) work days following the meeting to both the aggrieved employee and the Union representative.

Step 3

If the matter is not resolved to the satisfaction of the aggrieved employee and the Union at Step 2, the parties may agree to submit the grievance to Federal Mediation and Conciliation Services (FMCS) mediation within ten (10) work days following receipt of the Step 2 response. The parties should attempt to agree on a FMCS mediator. In the event there is no agreement, the Union will request that FMCS appoint a mediator.

Step 4

If the matter is not resolved to the satisfaction of the aggrieved employee and the Union at Step 2 (or Step 3 if the parties agree to mediation), the Union may advance the dispute to arbitration by serving upon the Board written notice of the intent to submit the matter to arbitration within fifteen (15) work days following receipt of the Step 2 response or the date of mediation, whichever is applicable.

- **7.3 Selection of an Arbitrator:** The parties should attempt to agree on a neutral arbitrator to hear the grievance. In the event there is no agreement, either party may submit a request to the Federal Mediation and Conciliation Services (FMCS) to obtain a list of seven (7) arbitrators from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel of seven (7) arbitrators shall be requested by the dissatisfied party from the FMCS. To select an arbitrator from the panel, each party shall alternatively strike a name from the list until only one name remains. The remaining name shall be the arbitrator.
- **7.4 Authority of the Arbitrator:** The arbitrator so selected will schedule a hearing at a mutually agreeable date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other written agreement made supplementary hereto but shall render a written decision and award resolving the controversy within sixty (60) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- 7.5 Expenses of the Arbitrator: The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be paid by the losing party, if the Arbitrator determines that the party's position lacked a good faith basis in law or fact. Otherwise, the compensation and expenses shall be shared equally by the parties.
- **7.6** Expenses of the Parties: Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment of witnesses, if required. Either party may, at its option and its own expense, have the arbitration proceedings reported and transcribed. If both parties wish to have the proceedings reported and transcribed, they shall share equally in the cost of said reporting and transcription.
- 7.7 If the grievant does not submit a written grievance at Step 1 within ten (10) work days of the event-giving rise to the grievance or of the date on which the employee or Union knew or should have known about the grievance, the grievance will be deemed waived.

ARTICLE 8 DISCIPLINE

8.1 Discipline: The Employer shall not discipline any employee without just cause. Ordinarily, discipline shall be progressive in nature with respect to the same general type of infraction (e.g. attendance/tardiness, work performance, misconduct), in accordance with the procedure set forth below. However, the type and degree of discipline to be issued depends of the facts and circumstances of each case. Certain offenses, designated as "serious offenses," are serious enough to warrant skipping steps in the progression of discipline.

Serious offenses for which an employee may be terminated, without regard to prior discipline, include intoxication on the job, working under the influence of a controlled substance, and/or a positive drug or alcohol (defined as a .04 or higher) test result. However, if a bargaining unit member voluntarily requests counseling or assistance for a substance abuse problem before the Employer learns of the problem (through a positive test result or otherwise), the bargaining unit member's job security and/or promotion opportunities will not be jeopardized by his/her request for counseling or referral assistance. A bargaining unit member may not avoid the consequences of a positive test by requesting counseling or assistance for a substance abuse problem after being instructed to submit to a drug test. The definition of a "positive" alcohol test result as .04 or higher for purposes of this provision shall not be construed to preclude discipline of an employee for repeated occurrences of an alcohol test result between .02 and .039.

Progressive Discipline

- 1. Informal/oral reprimand
- 2. Written reprimand
- 3. Suspension without pay
- 4. Termination

Nothing herein shall preclude the Employer from issuing more than one (1) oral or written reprimand. Neither oral nor written reprimands will be subject to arbitration. A supervisor must give an oral or written reprimand in person and must advise the employee that an oral or written reprimand is being given.

8.2 Timing of Discipline: All discipline shall be issued within ten (10) work days from the time of the last event giving rise to the disciplinary action, or from the time that the Employer knows or should have known about the last event giving rise to the disciplinary action, unless the Employer needs additional time to investigate the potential discipline. If the Employer needs additional time to investigate the potential discipline, the Employer shall issue a written notice to the employee that it has commenced an investigation into possible discipline within ten (10) work days from the time of the last event giving rise to the potential disciplinary action, or from the time the Employer knows or should have known about the last event giving rise to the potential disciplinary action, and shall issue any resulting discipline as promptly as possible thereafter, but in no event more than thirty (30) work days after the date of the investigation notice unless otherwise mutually agreed upon by the Union and the Employer. Any discipline not issued within this time period shall be void.

Further, any verbal or written reprimand issued shall not be used for the purpose of progressive discipline after a period of more than twelve (12) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of ten (10) days or less issued shall not be used for the purpose of progressive discipline after a period of more than twenty-four (24) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of more than ten (10) days issued shall not be used for the purpose of progressive discipline after a period of more than thirty-six (36) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. At the request of a bargaining unit member, disciplinary documents shall be removed from the employee's personnel file after thirty-six (36) months, provided that there has been no same or similar infraction.

- **8.3** Employees Receipt of Discipline: Employees shall be provided a copy of all discipline. When an employee is provided or shown a copy of written reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity for review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.
- 8.4 Union Representation: The Employer agrees that, for any interview with an employee that potentially may lead to discipline, the Employer will not proceed with the interview without offering the employee the opportunity to have one (1) Union representative (Steward or other available representative) present. Except in a serious offense situation requiring immediate investigation, a supervisor or administrator intending to question an employee about a situation that appears likely to lead to suspension or termination will notify the Union Business Agent and offer the Union Business Agent the opportunity to participate in the interview either by phone or in person within three (3) work days. In the event the Employer believes at the time of the interview that the issue may lead to the employee's termination, the employee shall have the right also to have the Union Business Agent present. The employee shall also have the right to have the Union Business Agent present at any *Loudermill* due process conference under Section 8.6 below. The Employer shall provide to the Union a copy of all discipline issued within ten (10) days.
- **8.5** This Article supersedes and takes the place of ORC Sections governing the discipline of employees, including ORC Section 3319.081.
- **8.6 Pre-disciplinary Procedures:** Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a *Loudermill* due process conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, and the conference is not held within seventy-two (72) hours after the Employer requests to schedule the conference, the Employer may then suspend the employee without pay pending the conference to determine final disciplinary action. If after the conference, the Employer determines suspension is not warranted, the employee will be reimbursed for any pay lost due to a pre-conference suspension.
- **8.7 Title IX.** If a Title IX complaint is asserted against a bargaining unit member, any provisions of this Article that conflict with federal requirements under Title IX shall not apply. No bargaining unit member will be brought to the office for questioning about a Title IX complaint against them without proper notice being issued by the Title IX Coordinator advising of their right to representation.

ARTICLE 9 EQUIPMENT AND SAFETY

9.1 No equipment shall be utilized which is not safe and in proper working condition. If an employee believes that the equipment is unsafe, she/he shall immediately report the unsafe condition to the Supervisor. The Supervisor shall take appropriate steps to ensure that the equipment is in safe working condition. The final decision as to whether the equipment is safe shall remain the responsibility of the Supervisor.

- 9.2 Principals will make an effort to keep the number of students actually in study hall below eight-five (85) students on a daily basis. This provision shall not be construed to require the hiring of additional staff.
- 9.3 The Board will provide training at least two (2) times per year to staff required to dispense medications to students. The mid-year review will cover topics suggested by such staff. No secretary should be required to calculate the amount of insulin to be given to a diabetic student, if the secretary is not comfortable doing so after training by the school nurse.
- 9.4 No bargaining unit member will be required to oversee any grades K-5 classrooms larger than thirty-five (35) students.
- 9.5 Nurse's aides' primary role is in the overseeing of health and well-being of the students per the school they are assigned to. They may be required to provide temporary coverage for secretaries during the school day, but may not be required to do so when they are providing direct care to a student or students in the nurses' clinic. Nurse's aides shall receive a stipend of twenty-five dollars (\$25.00) for any day during which they get pulled from their regular duties for at least forty (40) minutes.
- 9.6 Classroom aides shall receive a stipend of twenty-five dollars (\$25.00) for any day during which they get pulled from their regular duties to cover for a certified staff member in a class of at least forty (40) minutes, up to a maximum of seventy-five dollars (\$75.00) per week.

ARTICLE 10 SENIORITY

- 10.1 Seniority: System seniority shall be defined as the employee's length of continuous employment with the Board as computed from the employee's most recent date of hire. Bargaining unit seniority shall be defined as the employee's length of continuous employment in a job classification within the bargaining unit. Job classification seniority shall be defined as the employee's length of continuous employment in a particular job classification in the bargaining unit that is computed from the employee's most recent date of entry into such job classification. Employees having the same date of hire, shall be placed on the seniority list using the following criteria in order:
 - **a.** Date of Application
 - **b.** Alphabetically, by last name
- **10.2 Seniority Lists:** There shall be posted in a conspicuous place seniority lists for each job classification in the bargaining unit.

ARTICLE 11 HOURS OF WORK AND OVERTIME

11.1 Overtime: Except as otherwise provided herein, all overtime hours as defined in this Agreement shall be compensated at one and one-half (1½) times the employee's regular straight-time hourly rate. Overtime is defined as all hours worked in excess of forty (40) hours in any one (1) work week (12:01 a.m. Saturday to midnight the following Friday). Overtime must be authorized in advance by the Superintendent or designee. There shall be no pyramiding or duplication of overtime and/or premium hours.

Unit employees may accumulate a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to Thanksgiving and a maximum of eight (8) hours per contract year of compensatory time for extra hours worked prior to the President's Day weekend. Such compensatory time shall be given at a rate of one and one-half (1½) times the actual hours worked in excess of forty (40) hours in any one (1) work week. Such compensatory time must be used on the day before Thanksgiving and/or the Friday before President's Day weekend. This provision shall not prohibit the Board from flexing employees' time based on other extra work hours. The use of compensatory time must be scheduled by mutual agreement.

A custodian who volunteers to do work on a weekend day will be paid overtime, as applicable, for the weekend hours and shall not be required to flex his/her time for those hours, except as follows: if the school district is in fiscal watch or fiscal emergency or if the total overtime for the custodians exceed the cap of three thousand dollars (\$3,000) per fiscal year, all overtime in excess of forty (40) hours must be approved in advance by the Superintendent. If the Board requires a custodian to work on a weekend day because no custodian volunteers and no substitute employee is available, then the custodian required to work on the weekend day shall be paid overtime, as applicable, for the weekend hours and shall not be required to flex his/her time for those hours. If the event is paid for in whole or in part by a source other than the District, custodians will be given the opportunity to volunteer to work and will be paid overtime, as applicable, for the weekend hours and shall not be required to flex their time for those hours.

- **11.1.1** For the purpose of computing the number of hours for overtime, holidays, vacation, personal leave, sick leave, and compensatory time taken shall not be treated as hours worked.
- **11.1.2** Custodians will be required to clock in and out for their lunch break.
- 11.1.3 Snow and Ice Removal: Bargaining unit employees who perform weekend snow and ice removal may accumulate a maximum of sixteen (16) hours per contract year of compensatory time for extra hours worked during weekend snow and ice removal. Such employees compensatory time shall be given at a rate of one and one-half (1½) times the number of hours worked. Such compensatory time must be used by the end of the contract year. This provision shall not require the bargaining unit employee to elect compensatory time in this circumstance. The use of compensatory time must be scheduled by mutual agreement.
- 11.2 Minimum Call-in Time: Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the employee's regular rate of pay or overtime pay, if applicable under this Agreement.

11.3 Calamity, Epidemics, Inclement Weather Day Pay:

11.3.1 In accordance with the requirements of the Ohio Revised Code, employees shall be paid for all time lost when school is closed due to an epidemic or other public calamity. The Board retains its right to require Custodians, Maintenance Assistant and Grounds/Maintenance to come in to work even when school is closed, except in the case of a Level 2 or higher snow emergency in any county through which the employee must drive to get to work.

- If a Custodian, Maintenance Assistant and/or Grounds/Maintenance is at work and the County issues a Level 2 or higher snow emergency, then said employee(s) will have the ability to leave work due to safety reasons and receive calamity pay for the remainder of the day.
- 11.3.2 Consistent with Ohio Revised Code 3319.081(G), nothing in this Article shall be construed as requiring payment in excess of an employee regular wage rate for time worked when school is closed due to an epidemic or other public calamity.
- 11.4 Alternate Annual Schedules: Employees in the classification of Library Aide will be scheduled to work a total of four (4) days, in any combination immediately prior to and/or immediately following the school year (e.g., four (4) days prior and no days after, two (2) days prior and two (2) days after, etc.), as shall be mutually agreed upon by the library aides in each building with their building principal. Teacher aides who are assigned a computer class as part of the specials rotation will be scheduled to work one (1) additional day before the first student day and one (1) additional day after the last student day each school year. Employees in the classification of Secretary assigned to the Middle or High Schools shall be scheduled to work two hundred nineteen (219) days each year, starting August 1st, including all student days and conferences and teacher work days, and continuing until two hundred nineteen (219) days are reached. Employees in the classification of Secretary assigned to the Elementary Schools shall be scheduled to work two hundred nine (209) days each year, starting August 1st, including all student days, conferences and teacher work days, and continuing until two hundred nine (209) days are reached. Employees in the classification of Secretary assigned to the Preschool shall be scheduled to work two hundred four (204) days each year, starting August 1st, including all student days, conferences and teacher work days, and continuing until two hundred four (204) days are reached. Any Secretary currently assigned to the Middle or High Schools and working a job work year of either two hundred four (204), two hundred nine (209) or two hundred twenty-nine (229) days may continue on that schedule until such time as the employee separates from employment, but any replacement hired at that time will be required to work a job year of two hundred nineteen (219) days.
 - 11.4.1 Scheduling: At the beginning of the school year, bargaining unit employees in the classification of Maintenance Assistant and Grounds/Maintenance shall be assigned a schedule consisting of eight (8) consecutive hours per day, Monday through Friday. During the summer when school is not in session and with mutual agreement between such employees and their supervisor, such employees may be assigned to a schedule consisting of four (4) consecutive work days of ten (10) hours per day, provided that the Maintenance Assistant employees' four (4) day schedule must be staggered so at least one Maintenance Assistant employee is working on Monday and on Friday. The selection for the staggered schedules shall be based on seniority.
- 11.5 The Employer necessarily retains the right in an emergency situation to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day, as it determines the needs of the District may require. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

- 11.6 Custodial assignments to areas must be approved at the beginning of each school year by the maintenance supervisor and/or building principal after consulting with the Head Custodian. The maintenance supervisor and/or building principal shall determine whether any change to the approved assignments is needed. The maintenance supervisor and/or building principal's determination to make or change any custodial assignment may be appealed to the Superintendent by any affected employee(s) by submitting a written request to the Superintendent to review the principal's determination. The decision of the Superintendent on appeal shall be final.
- 11.7 On days teachers are not scheduled to work, the Building and Maintenance Supervisor reserves the right to utilize a day-shift schedule.
- 11.8 All aides will be allowed to attend all staff meetings on a voluntary basis on the following conditions: If an aide attends a staff meeting, the aide will be paid for a maximum of one (1) hour per month for time spent at a staff meeting outside of normal work hours and must clock out at the end of the meeting.
- 11.9 Any/all training of a bargaining unit member that is required by the employer outside of regularly-scheduled work hours will be compensated at the appropriate rate. No training shall be done off the clock or outside of the workplace.

ARTICLE 12 LAY-OFF AND RECALL

- 12.1 Whenever it becomes necessary to reduce the number of employees in a job classification for one (1) of the reasons set forth in ORC 3319.172, or to reduce the number of one-on-one aides for lack of work (if the student to whom the aide is assigned leaves the District or no longer requires a one-on-one aide and there is no new student requiring an aide to whom the aide can be assigned), employees in that classification shall be laid off in the inverse order of seniority under the following rules and in accordance with ORC 3319.172:
 - **12.1.1** The person on limited contract with the lowest job classification seniority in the classification affected shall be the first (1st) laid off. If further layoffs are necessary, the same procedure shall be used. No employee on continuing contract in the classification affected shall be laid off until all employees on limited contract in the classification affected have been laid off.
 - 12.1.2 A person laid off under these provisions, who has been employed in one (1) or more classifications in the bargaining unit other than the one from which s/he is being laid off, shall have the right to bump into his/her prior job classification(s) within the bargaining unit as follows: A limited contract employee may bump any other limited contract employee in any prior job classification with lower bargaining unit seniority on the basis of his/her qualifications at the time of layoff. A continuing contract employee may bump any other limited contract employee or, if none, any other continuing contract employee, with lower bargaining unit seniority on the basis of his/her qualifications at the time of layoff.
- 12.2 Continuing contract employees shall have a right of restoration, to the extent authorized by law.

12.3 In recalling employees to vacancies, employees shall be recalled in the reverse order of layoffs. It shall be the responsibility of the employee to keep the Board advised of his/her current address and telephone number at all times. Laid off employees with recall rights shall be given written notice of recall by certified mail, return receipt requested, mailed to their last known address appearing on their personnel record. The recall notice must advise the employee that he/she shall have seven (7) calendar days after receipt of said notice to notify the Board of his/her intention to return to work. Further, the notice must advise the employee that he/she must make himself/herself available for work within fourteen (14) calendar days after receipt of the recall notice. In the event the employee fails to respond to the notice or fails to make himself/herself available for work in the time prescribed, he/she shall be removed from the seniority list; except that pursuant to ORC 3319.17 and 3319.172, employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list.

ARTICLE 13 EMPLOYEE MATERIALS AND FACILITIES

13.1 Uniforms:

- 13.1.1 Clothing/Shoe Allowance: Custodians shall be provided a clothing allowance of two hundred dollars (\$200.00) per fiscal year. Cooks shall be provided a shoe allowance of one hundred dollars (\$100.00) per fiscal year. Bargaining unit employees in the classification of Maintenance Assistant and Grounds/Maintenance shall be provided a clothing allowance of two hundred fifty dollars (\$250.00) per fiscal year. The clothing allowance will be paid the last pay in June without the requirement to submit receipts.
- **13.1.2 Identification Badges:** The Board shall continue to pay the full cost of identification badges, required by the Board to be worn or used by bargaining unit employees.
- 13.1.3 The Board shall provide seven (7) shirts per year for the length of the Contract for Custodians, and Maintenance Assistant and Grounds/Maintenance employees. Shirts must be worn every day, except as otherwise approved by the Maintenance & Building Supervisor/Building Principal, and be clean and look professional.
- **13.1.4** The Board shall provide seven (7) shirts or seven (7) aprons per year for the length of the contract for Cooks. Shirts (or aprons, as applicable) must be worn every day, except as otherwise approved by the Food Service Supervisor, and be clean and look professional.
- 13.2 Equipment: Should the Board require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear. The Board shall continue to furnish all tools necessary for bargaining unit employees to perform their jobs. There will be a form drafted to enable employees to request additional tools and to explain why such tools are needed. The Maintenance and Building Supervisor will annually inventory the maintenance vehicles to determine that appropriate tools are on each truck. District tools shall only be used for District work and are not for personal use. The Board shall continue to require Maintenance Assistant and Grounds/Maintenance employees to be reachable by cell phones during working hours and will provide a cell phone to each such employee for his/her business use only.

ARTICLE 14 LEAVE OF ABSENCE

14.1 Assault Leave: Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of their duties as employees of the Board of Education.

Such leave shall not be charged to sick leave or any other leave and shall be subject to the provisions of ORC 3319.143.

- **14.1.1** A request for assault leave describing the incident that resulted in the request shall be filed by the unit member with the Board of Education as soon as possible following the incident.
- **14.1.2** The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.
- **14.1.3** As per ORC 3319.143, a signed physician's statement stating the nature of the disability and its probable duration may be required.
- **14.1.4** In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.
- **14.1.5** The unit member shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

14.2 Unpaid Leave:

- 14.2.1 Upon prior written request, with permission of the Board upon the recommendation of the Superintendent, a bargaining unit member may be granted by the Board an unpaid leave of absence for a specified period of time, not to exceed one (1) year. Such a leave of absence may be extended for one (1) additional year upon approval of the Board. Employees must use accrued, unused paid leave before being eligible for unpaid leave.
- **14.2.2** Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity or adoption may be granted in accordance with Paragraph 14.2.1 above.
- 14.2.3 While on leave, the bargaining unit member may participate in the group health care benefits program offered to regular unit members by paying the total cost of the premium to the Board. The terms of such payment are to be established by the Treasurer of the Board. Such terms allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.
- **14.2.4** Seniority status of the bargaining unit member shall not be interrupted by the leave, but the period of the leave shall not count toward accumulated seniority.
- **14.2.5** A leave of absence shall place a unit member's limited contract in abeyance for the period of the leave (i.e., a unit member who has a two (2) year limited contract and who requests a leave of one (1) year following the first (1st) year of that contract returns to the District with one (1) year remaining on that contract).

- **14.2.6** Upon the return of a unit member from a leave of absence, the Board may non-renew the contract of a person hired exclusively for the purpose of replacing the bargaining unit member who was on leave.
- **14.3 Dock Days:** An absence without approval by the Superintendent or his/her designee will be a dock day. Such absences are misconduct subject to discipline under Article 8 and may be considered "serious offenses" (for example, consecutive dock days) under Article 8, Section 8.1.
- 14.4 Court Leave: Employees shall be granted leave with pay for a court appearance, required either by a subpoena or a court order (for civil cases only, not traffic or criminal unless for District or work-related issues, not related to employee conduct). If the employee receives any pay for such appearance, the Board shall only pay the difference between pay received, exclusive of mileage reimbursement, and the employee's regular hourly rate for the number of regularly-scheduled work hours missed, unless the appearance is for District or work-related issues that do not involve employee misconduct. If an employee appears in court outside of regularly-scheduled work hours, pursuant to subpoena or court order for a District or work-related issue, the employee will be paid for all time spent that is during regularly-scheduled work hours at the employee's regular rate of pay, plus a stipend of twenty-five dollars (\$25.00) for all hours spent outside of regularly-scheduled work hours on a given day. Employees should notify their supervisor as soon as possible following receipt of a subpoena or court order.
- 14.5 Personal Leave: Each bargaining unit member shall be granted three (3) days unrestricted personal leave each contract year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave. Unused personal leave may not be carried over from one contract year to the next. Bargaining unit members may take personal leave in one-quarter (1/4) hour increments.
 - 14.5.1 Whenever possible, Requests for Personal Leave forms should be completed at least forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible. The Employer shall have the right to deny the use of personal leave because of the lack of an available substitute. Once approved, Personal Leave shall not be rescinded by the Employer without the consent of the affected bargaining unit employee.
 - 14.5.2 Bargaining unit members shall be paid for each day of unused personal leave by multiplying regularly scheduled hours times regular hourly rate or, at the option of the bargaining unit member, up to two (2) days of said unused personal leave may be converted to sick leave and accumulated in the same manner as sick leave earned under Article 20 of this Agreement. Unused personal leave shall be paid on the last pay in June.
- **14.6 Jury Duty:** Employees will be paid by the Board while serving on jury duty, provided that they complete a written request to serve on jury duty and comply with applicable Board regulations.
 - **14.6.1** Employees on jury duty must report at once to the Supervisor or, if Supervisor is absent, Personnel office if they are released from jury duty before the end of their regularly-scheduled work hours.
 - **14.6.2** Within ten (10) work days following receipt of payment from the court for jury duty assignment, the employee must submit said payment to the Treasurer's office.

14.6.3 Employees will be paid their regular daily straight-time hourly rate of pay for their normal scheduled hours of work while performing jury duty which interferes with their regularly-scheduled hours of work.

14.7 Professional Leave:

14.7.1 Provisions:

Bargaining unit members may be granted employment-related professional leave with reimbursement for actual expenses upon approval of the Superintendent. A request for professional leave may be initiated by an individual unit member and/or may be recommended by the unit member's immediate supervisor or Superintendent. If a unit member seeks approval to attend professional development on a non-work day, the unit member will not be eligible for paid leave on that day, but may apply for reimbursement of actual expenses for attending per 14.7.2 (3.) below.

14.7.2 Conditions:

- 1. The extent of reimbursement for professional leave available shall be governed by an annual professional leave budget assigned to the 3rd unit upon recommendation of the Superintendent and approved by the Board of Education.
- 2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the unit member. No more than one (1) unit member in a particular classification may use professional development leave on the same day unless approved by the Superintendent or designee.
- 3. The request for leave shall include an estimate of expenses, which shall be limited to transportation, lodging and registration fee and a brief outline of the objectives of this particular professional participation. If the request includes a registration fee, such fee shall be paid by the Board of Education in advance of the leave.
- 4. Payment for actual expenses, as specified in (3) above, will be made upon submission of a Professional Leave Expense Report along with the necessary accompanying receipts. The Board of Education is obligated to pay no more than the estimated expenses submitted in the Professional Leave Request Form. The Board of Education may pay any expenses which are more than the estimated amount only upon the approval of the Superintendent.

If the unit member does not participate in the applied-for-leave, it is his/her responsibility to carry out the proper cancellation procedures. If an expense is incurred by the Board of Education due to non-attendance, the unit member must reimburse the Board of Education. The unit member shall have no obligation to pay an incurred expense, however, due to Board rescission of approval for the unit member to attend. If the unit member is unable to attend due to emergency circumstances, s/he must discuss the matter with the Superintendent at his/her earliest opportunity. The Superintendent shall have discretion to waive the requirement for the unit member to reimburse the Board for expenses incurred due to non-attendance, if emergency circumstances caused the non-attendance.

5. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included on the space provided on the Professional Leave Expense Report.

ARTICLE 15 PHYSICAL EXAMINATIONS

- 15.1 The Employer may require employees to have a physical or mental examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. The Employer shall pay the cost of any such examinations. Examinations required by the Employer are not to exceed one (1) per year, except where the Employer has objective evidence to require additional examinations. If employees are required to submit to such examinations during their normal working hours, they will be paid at their regular straight time hourly rate of pay for time spent in those examinations and for the actual travel time going to the examination location and return from the examination location back to the employee's assigned building. When such examinations are conducted outside an employee's normal working hours, the Employer shall pay employees for time spent at the place of the examination and for the time spent going to and from the place of said examination.
- 15.2 If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for it. If the employee wishes to have a second (2nd) opinion, the Employer and employee shall mutually agree to a second (2nd) physician to provide an examination. The employee will pay the cost of the second (2nd) examination. If the first (1st) and second (2nd) opinions conflict in any respect, then either party may request a third (3rd) opinion and the first (1st) and second (2nd) physicians shall mutually agree to a third (3rd) physician to provide an examination. The Employer and Union shall share the cost of the third (3rd) examination. The results of the third (3rd) examination shall be binding upon both parties. If the third (3rd) examination is requested by the Employer and results in the employee's favor, the Union shall be reimbursed for its portion of the costs of the third (3rd) examination.
- 15.3 If the Employer requires a physical, mental or other examination, the Employee will be placed on administrative leave with pay until the Employer can schedule the examination and through the conclusion of the examination. If the employee does not attend the examination as scheduled by Employer, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the examination. The Employer and the employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.
 - 15.3.1 If the employee desires a second (2nd) opinion, the employee will be placed on administrative leave with pay for up to five (5) working days after the date of the issuance of the verbal opinion by the first (1st) physician. If the employee is unable to obtain a second (2nd) opinion within the five (5) day period, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the second (2nd) examination. Both the Employer and the employee will ask the second (2nd) physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

15.3.2 If the Employer desires a third (3rd) opinion, the employee will be placed on administrative leave with pay from the date of issuance of the verbal opinion by the second (2nd) physician until the first (1st) date the third (3rd) examination can be scheduled and through the conclusion of the examination. Both the Employer and the employee will ask the third (3rd) physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report. If the employee does not attend the examination as scheduled, the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the third (3rd) examination.

ARTICLE 16 NO STRIKE/NO LOCKOUT

16.1 The Union and employees covered by this Agreement shall not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, work stoppage, or other concerted disruption of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the life of this Agreement, nor will the Board engage in a lockout of bargaining unit employees during the life of this Agreement.

ARTICLE 17 SAVINGS CLAUSE / SEVERABILITY

If a provision of this Agreement is declared to be in violation of State or Federal laws, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, it shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party shall, at the request of the other, renegotiate such voided provisions to comply with the law, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision.

ARTICLE 18 WORK RULES/CONTRACT ADMINISTRATION

- 18.1 Work Rules: When existing published work rules are changed or new published work rules are established, the Union shall receive a copy of the changed or new work rule no later than fifteen (15) days prior to implementation of the rule, except where not possible. To the extent that any work rules are inconsistent with the terms of this Agreement, they are void. The Union retains the right to challenge the application, interpretation and/or reasonableness of any work rule through the grievance and arbitration procedure of this Agreement.
- **18.2** Supersedes Prior Agreements and Practices: This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee, except for Board policies and classified employee handbook, the subject of which are not in conflict with any provision of this Agreement.

Amendments to Agreement: Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

ARTICLE 19 SERS PICK-UP

- 19.1 The Board agrees to "pick-up" each employee's SERS contribution, at no cost to the Board, using the "salary reduction" method. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory reduction from the contract wages otherwise payable to such employee, for the purpose of federal and state income tax only. This amount is currently tax-deferred for purposes of the employee's federal and state income tax.
- 19.2 The Employer shall compute and remit its employer contributions to SERS based upon the employee's total annual wages, including the "pick-up." For federal and Ohio income tax purposes, the Employer shall report as the employee's gross income the total annual wages less the amount of the "pick-up." For municipal income tax purposes, the Employer shall report as the employee's gross income the total annual wages, including the amount of the "pick-up." Income tax withholding shall be computed based upon gross income as reported to the respective tax authorities.
- 19.3 The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- 19.4 The "pick-up" shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- 19.5 The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- 19.6 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, the Board will be held harmless and this section shall be null and void.

ARTICLE 20 SICK LEAVE

20.1 Each bargaining unit employee shall be entitled to fifteen (15) days of paid sick leave for each year taken in accordance with the provisions of this Article, accruing at one and one-quarter (1½) sick days for every month in which they are in pay status. All employees may take sick leave in one-quarter (½) hour increments. For sick time taken in accordance with the provisions of this Article, employees shall be paid their regular straight-time hourly rate of pay for each hour (or portion of each hour) of sick leave taken.

Employees must call off sick to the AESOP (Automated Educational Substitute Operator) as soon as possible and in no event less than one (1) hour prior to the start of their shift. Failure to comply with call-off requirements, except in the case of emergency, will be subject to discipline under Article 8.

20.2 Unused sick leave shall be cumulative without limitation.

- 20.3 Employees may use sick leave for absence due to personal illness, injury or pregnancy. Sick leave may also be used for absence due to illness or injury in the immediate family (defined for this provision as: parents/guardian, spouse, adult and minor children, grandparents, siblings, and corresponding step- and in-law relations, except as may otherwise be required by law).
 - **20.3.1** Employees may use sick leave for the death of any relative listed in 20.3 above, as well as aunt, uncle, niece, and/or nephew. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Superintendent.
- 20.4 The Employer maintains the right to investigate any employee's absence or pattern of absences (including dock days), to require a physician's written certification of the nature of any illness or injury of an employee for a pattern of absences (including dock days) or for absences of more than three (3) consecutive work days, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. The Employer also maintains the right to require a physician's written certification of an immediate family member's illness or injury. An employee who fraudulently requests sick leave or falsifies a physician's certificate or other sick leave record may be subject to appropriate disciplinary action, up to and including termination.
- 20.5 Each new employee (employed less than one (1) year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave upon request. If the employee has insufficient accumulated sick leave to cover the absence and does not request sick leave advance, the absence will be deemed dock day(s) as defined in Article 14, Section 14.3, and subject to discipline under Article 8. Advanced sick leave days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.
- 20.6 Employees who are not eligible for Family and Medical Leave may take sick leave for the birth and following the birth of a child for a period of up to six (6) weeks, absent a medical reason to take additional time. Absent a medical reason to take more than six (6) weeks, employees must request an unpaid leave of absence to take such additional time. In order to be granted sick leave due to pregnancy beyond the six (6) week period stated in this paragraph, a physician's statement will be required.
- 20.7 When an employee is absent for any reason, a report for such absence signed by the employee and their Supervisor shall be completed by such employee on the employee timesheet and shall be filed with the Treasurer.

Such a record, completed and signed by an employee, shall be certification by the employee that the facts and statements contained in the said report are true and correct.

20.8 Subject to approval by the Superintendent, up to two (2) days of sick leave per year can be used for bereavement leave in connection with a person not listed in Section 20.3.1 above.

20.9 Recognition for attendance

Each semester (July – December and January-June) that a unit member attends work for at least ninety-five percent (95%) of the time that they are regularly scheduled to work, as calculated by the treasurer's office, the unit member will be paid a stipend of five hundred dollars (\$500) in recognition for attendance (Stipend). This Stipend will be paid by the 2nd pay of the month following the end of the semester. Hours of approved vacation and personal leave will be counted as time worked for purposes of this Stipend; hours of sick leave, unpaid leave, and unapproved

absences will count against a unit member's attendance. If a unit member does not receive a Stipend for one semester, but at the end of the fiscal year is calculated to have attended work at least ninety-five percent (95%) of the total hours they were regularly scheduled to work, they will receive a Stipend for the missed semester, paid by the 2nd pay in July.

An employee with perfect attendance (excluding use of personal leave and vacation leave) at the end of the year will receive a stipend of \$2,000. These bonuses shall be given on the last pay date in June.

- **20.10** An employee can transfer sick leave from previous public employment according to the provisions of the Ohio Revised Code.
- **20.11** This Article shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141.

ARTICLE 21 SEVERANCE PAY

Pursuant to Section 124.39, Ohio Revised Code, the Southwest Licking Local Board of Education shall grant severance pay to all employees of the bargaining unit based on:

- 21.1 Retiring unit members hired prior to July 1, 2021 with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter (¼) of all accumulated sick leave. Unit members hired prior to or after July 1, 2021 who are retiring with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter (¼) of sick leave accumulated during their employment with the Southwest Licking School District. Unit members hired after July 1, 2021 who are retiring with five (5) or more years of service with the Southwest Licking Local Schools shall be paid a maximum severance of one-quarter (¼) of all accumulated sick leave up to three hundred fifty (350) days (severance pay will be capped at eighty-seven and one-half (87½) days of accumulated sick leave).
- 21.2 Payment of severance pay shall eliminate all sick leave credit accumulated by the unit member at that time; however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed by the Board. It is the bargaining unit member's responsibility to notify the Treasurer's office at least thirty (30) days prior to his/her retirement of his/her desire not to be paid for the full amount of severance pay.
 - Severance pay will be paid in two (2) installments after the unit member has indicated an intent to retire and the Board has received an application for processing retirement benefits from a retirement system. The first (1st) installment shall be paid within one (1) month of retirement and the second (2nd) installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two (2) payments made in two (2) different calendar years.)
- 21.3 A bargaining unit member who dies while employed by the Southwest Licking Local Board of Education shall be eligible for severance pay under this Article. Such severance payment shall be made to the primary beneficiary designated for purposes of life insurance under this Agreement, or to any contingent beneficiary, if the primary beneficiary is no longer living or cannot be located. If no beneficiary is designated for the purposes of life insurance provided under this Agreement, or if

- the designated contingent beneficiary is no longer living or cannot be located, then payment of the severance pay shall be made in a lump sum to the estate of the bargaining unit member.
- 21.4 Unit members leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as set forth above based on their years of service to the Southwest Licking Schools. Such unit member's severance pay will not be based on sick leave accumulated and transferred from previous employment.

ARTICLE 22 FAMILY AND MEDICAL LEAVE

22.1 Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the employees covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993. Family and medical leave for bargaining unit members eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the twelve (12) month period for family and medical leave shall be calculated on a fiscal year basis. Employees covered by this Agreement who actually work fewer than one thousand two hundred fifty (1,250) hours in the twelve (12) month period will not be eligible for Family and Medical Leave under the Family and Medical Leave Act (FMLA). However, if an employee covered by this Agreement has been employed by the Board at least twelve (12) months and has actually worked at least one thousand (1,000) hours, he/she shall be granted up to twelve (12) weeks of unpaid leave for any reason that would constitute a qualifying event under the FMLA. In addition, the Board will continue to pay fifty percent (50%) of the premium for the employee's insurance coverage, if any, during that period of unpaid leave.

ARTICLE 23 SICK LEAVE POOL (3RD UNIT)

There will be a sick leave pool (Pool) for unit members to be established and administered as follows:

23.1 In the event a bargaining unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave and personal leave accumulation, the unit member may request sick leave days that have been voluntarily donated to the Pool. For purposes of this Article "catastrophic" shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences, and long-term shall mean more than fifteen (15) work days in total (not necessarily consecutive days, if the illness necessitates intermittent treatment such as chemotherapy). Pool days may be used to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. Pool usage is limited to catastrophic illness or injury of the bargaining unit member, spouse or children, except by agreement with the Superintendent or designee who will not unreasonably deny a request that would include a parent. In the event the bargaining unit member has been left incapacitated due to catastrophic illness or injury, the member's spouse, children and/or the person with a durable power of attorney for medical needs may fill out the sick leave application (Application). The Board Treasurer shall not transfer donated days to a bargaining unit member without medical verification showing that the employee will miss more than fifteen (15) work days due to a catastrophic illness or injury and the approval of the sick leave committee (Committee).

- 23.2 In order to be eligible to receive sick leave days from the Pool, a bargaining unit member must have, prior to Application for participation in the Pool, donated sick leave to the Pool and met the other guidelines as established by the Committee set forth in this Article. The Committee shall make the guidelines (criteria) available to the Employer. The guidelines shall not require payback of donated leave.
- 23.3 Participation in the Pool shall be voluntary. Bargaining unit members wishing to participate in the Pool are required to fill out a one (1) time enrollment form agreed to by the Committee. Once bargaining unit members elect to join the Pool, they shall be considered a permanent participant unless a written request for withdrawal from the Pool is provided to the Committee. If a bargaining unit member withdraws from the Pool, they are no longer eligible to use Pool days even though they have donated sick leave prior to withdrawal. New and current bargaining unit members not in the Pool who wish to participate must sign the enrollment form within the first (1st) fifteen (15) days of the school year. A bargaining unit member cannot join the Pool midyear unless the bargaining unit member is hired after the first (1st) fifteen (15) days of the school year. In such a case, he/she shall be allowed to join by signing the enrollment form within the first (1st) fifteen (15) days of employment. Contributed leave will not be counted against a bargaining unit member for purposes of determining eligibility for perfect attendance.
- 23.4 If the total days remaining in the Pool reach thirty (30) days, a donation of one-half ($\frac{1}{2}$) day of sick leave will be taken from every member of the Pool. The Committee will notify Pool members by email before the one-half ($\frac{1}{2}$) day is taken.
- 23.5 The maximum number of days to be issued from the Pool in any one (1) school year will be equal to one-half (½) the number of bargaining unit members as counted on September 1st of the school year.
- 23.6 Any new bargaining unit members who wish to participate in the Pool must have donated at least one-half ($\frac{1}{2}$) day of sick leave to be eligible.
- 23.7 Any current bargaining unit member who enrolls in the Pool must have donated at least one-half (½) day of sick leave to be eligible.
- 23.8 The Committee will consist of five (5) members. One (1) from each location and there will be two (2) alternates. All requests to participate in the Pool will be considered and approved/denied in its discretion of the Committee. The decision of the Committee will be final and no appeal process is initiated or inherent in this procedure. Bargaining unit members shall submit an Application to use Pool hours to any Committee member. Bargaining unit members shall be required to attach a doctor's slip to the Application showing they are currently receiving a doctor's care and/or suffering from an illness that has or is expected to cause them to miss more than fifteen (15) work days in total.
- 23.9 In no case shall the Pool prevent or prolong a bargaining unit member from applying for and going on disability retirement. The Committee may require a bargaining unit member to apply for School Employee Retirement System (SERS) disability as a condition of approval or continuance of approval of Pool days.

ARTICLE 24

SICK LEAVE POOL (MAINTENANCE ASSISTANT AND GROUNDS/MAINTENANCE)

There will be a sick leave pool (Pool) for employees of the Teamsters Transportation unit and the Teamsters Maintenance Assistant and Grounds/Maintenance classifications who have been employed at least one (1) calendar year (for purposes of this Article, an employee is either of the two (2) Teamsters units is referred to as a "bargaining unit member"), to be established and administered as follows:

- In the event a bargaining unit member has a catastrophic illness or injury and has exhausted all of 24.1 his/her sick leave and personal leave accumulation, the unit member may request sick leave days that have been voluntarily donated to the Pool. For purposes of this Article "catastrophic" shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences, and long-term shall mean more than fifteen (15) work days in total (not necessarily consecutive days, if the illness necessitates intermittent treatment such as chemotherapy). Pool days may be used to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. Pool usage is limited to catastrophic illness or injury of the bargaining unit member, spouse or children, except by agreement with the Superintendent or designee who will not unreasonably deny a request that would include a parent. In the event the bargaining unit member has been left incapacitated due to catastrophic illness or injury, the member's spouse, children and/or the person with a durable power of attorney for medical needs may fill out the sick leave application (Application). The Board Treasurer shall not transfer donated days to a bargaining unit member without medical verification showing that the employee will miss more than fifteen (15) work days due to a catastrophic illness or injury and the approval of the sick leave committee (Committee).
- 24.2 In order to be eligible to receive sick leave days from the Pool, a bargaining unit member must have, prior to Application for participation in the Pool, donated at a minimum of one whole (1) day to a maximum of two (2) days of sick leave each school year to the Pool and met the other guidelines as established by the Committee set forth in this Article. The Committee shall make the guidelines (criteria) available to the Employer. The guidelines shall not require payback of donated leave.
- All donations to the Pool shall be voluntary. Bargaining unit members wishing to participate in the Pool are required to fill out a one (1) time enrollment form agreed to by the Committee. Once bargaining unit members elect to join the Pool, they shall be considered a permanent participant unless a written request for withdrawal from the Pool is provided to the Committee. If a bargaining unit member withdraws from the Pool, they are no longer eligible to use Pool days even though they have donated sick leave prior to withdrawal. New and current bargaining unit members not in the Pool who wish to participate must sign the enrollment form within the first (1st) fifteen (15) days of the school year. A bargaining unit member cannot join the Pool midyear unless the bargaining unit member is hired after the first (1st) fifteen (15) days of the school year. In such a case, s/he shall be allowed to join by signing the enrollment form within the first (1st) fifteen (15) days of employment. Contributed leave will not be counted against a bargaining unit member for purposes of determining eligibility for perfect attendance. No more than fifty-five (55) days will be granted from the Pool in one (1) year.

24.4 All request to participate in the Pool will be considered and approved/denied in its discretion by a five (5) member Committee comprised of members of the bargaining units as elected by members of the bargaining units as standing Committee members with two (2) floating members selected by the standing Committee members. The decision of the Committee will be final and no appeal process is initiated or inherent in this procedure. Bargaining unit members shall submit an Application to use Pool hours to any Committee member. Bargaining unit members shall be required to attach a doctor's slip to the Application showing they are currently receiving a doctor's care and/or suffering from an illness that has or is expected to cause them to miss more than fifteen (15) work days in total.

The election process for the above mentioned committee will take place by the local 413 business agent during the month of October in years ending in odd numbers (e.g., October 2021, 2023, 2025, etc...).

- 24.5 The Pool shall not be used as a means for increasing retirement compensation.
- 24.6 In no case shall the Pool prevent or prolong a bargaining unit member from applying for and going on disability retirement. The Committee may require a bargaining unit member to apply for School Employee Retirement System (SERS) disability as a condition of approval or continuance of approval of Pool days.

ARTICLE 25 SERVICE CREDIT

- 25.1 The initial salary schedule placement of a bargaining unit member is based on years of service credited by the Employer. An employee must have served at least one hundred twenty (120) days of the prior year with the District to be awarded one (1) year of service credit and shall, in that case, be awarded one (1) year of service credit.
- 25.2 A bargaining unit member, new to the District, receives credit for each year in the same position with another Ohio school district or county board of DD to a maximum of ten (10) years consisting of one hundred twenty (120) days in a given year. A bargaining unit member, who has previously worked for the District as a substitute employee in the same classification for at least one hundred twenty (120) days in a given school year, shall receive credit for each year.
- **25.3** Credit for each year of leave of absence for active military service shall be in accordance with state and federal law.

ARTICLE 26 PAYROLL PRACTICES

- **26.1** Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate for all hours worked as provided for in the negotiated wage schedule of this Agreement.
- **26.2** Employees shall be paid twenty-four (24) equal pays on the fifteenth (15th) and last day of each month. If a pay day falls on a holiday or weekend, the employee will be paid on the work day immediately preceding the holiday or weekend.

- **26.3** Payroll deductions will be made on the fifteenth (15th) and last day of each month. Signed payroll deduction authorizations must be submitted to the Treasurer. Deductions shall be continuous until such time as the employee withdraws such authorization in writing.
- **26.4** Effective with the first (1st) payroll following ratification of this Agreement, all bargaining unit employees shall be required to use automatic direct deposit.
- 26.5 If a payroll check contains an underpayment of an employee's regular wages amounting to more than twenty-five dollars (\$25.00) that is the fault of the Employer, then the error will be corrected within two (2) business days of the date on which the employee brings the error to the attention of the Treasurer's office or of the date on which the Treasurer's office notices the error, whichever is earlier. If a payroll check contains an underpayment of an employee's extra-hour wages in any dollar amount that is the fault of the Employer, then the error will be corrected in the next payroll check after the employee brings the error to the attention of the Treasurer's office or after the Treasurer's office notices the error, whichever is earlier. In the case of overpayment of an employee's regular wages or extra-hour pay, the Board will recover the amount from the employee in a manner determined on a case-by-case basis (in most cases, deduction of the amount from future paychecks spread out over the remainder of the fiscal year will be the preferred method of recovery).

ARTICLE 27 DEFINITIONS

- **27.1 Board or Board of Education** The Southwest Licking Local School District Board of Education acting in its official capacity.
- **27.2 Day** A calendar day, unless otherwise indicated.
- **27.3 District** Southwest Licking Local School District.
- **27.4** Employee A member of the bargaining unit, unless the context indicates otherwise.
- **27.5 Employer** Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education.

ARTICLE 28 NEGOTIATIONS PROCEDURES

- **28.1 Request for Opening of Negotiations:** A request to begin negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than eighty (80) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to set dates for the ensuing meetings.
- **28.2** Negotiation Procedures: All meetings shall be held in private, unless otherwise agreed.
- **28.3** Caucus: Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party time to caucus.

- **28.4 Item Agreement:** As negotiated items are agreed upon, they shall be reduced to writing and initialed by each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.
- **28.5 Agreement:** When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union and the Board for ratification. Upon ratification by the Union and the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.
- 28.6 Negotiation/Impasse Procedures: Negotiations shall be in accordance with the SERB rules set forth in Chapter 4117 of the Ohio Revised Code. This Article provides a mutually agreed to dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14. In the event the Union and the Employer are unable to reach agreement by forty-five (45) calendar days after exchange of initial proposals, either party may declare an impasse. Upon such declaration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service, or other mutually agreeable mediation service if FMCS is not available to the parties. In the event the Union and the Employer are unable to reach agreement within ten (10) days after the first mediation session, the mutually agreed to dispute settlement procedures set forth herein shall be deemed exhausted and the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

ARTICLE 29 MANAGEMENT RIGHTS

The Board retains all rights, powers, and responsibilities as prescribed in law except as specifically modified or altered by this Agreement.

ARTICLE 30 HOLIDAYS

- **30.1** The Board agrees to provide all bargaining unit employees with the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.
- 30.2 In addition to the holidays in Section 30.1, eleven (11) month employees will receive holiday pay for Juneteenth, July 4th or the day on which it is celebrated. In addition to the holidays in Section 30.1, twelve (12) month employees shall be entitled to the following paid days: Juneteenth, July 4th, or the day on which it is celebrated, Day after Thanksgiving, Christmas Eve Day, New Year's Eve Day and Martin Luther King Day.
- 30.3 When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 30.4 Nothing under this Article prohibits the Board from declaring additional holidays for which all employees who have the same contracted days shall be paid.

- 30.5 In addition to their normal holiday pay, bargaining unit members working on a paid holiday shall be paid at the rate of one and one-half $(1\frac{1}{2})$ times their regular hourly rate for all hours worked.
- 30.6 When a paid holiday occurs during a bargaining unit member's vacation, the bargaining unit member shall receive holiday pay and will not be charged a vacation day for such holiday.

ARTICLE 31 VACATION

- 31.1 All two hundred sixty (260) day employees covered by this Agreement, who have been employed twelve (12) consecutive months or more in a two hundred sixty (260) day position shall be entitled to paid vacation as follows:
 - One (1) week after completing six (6) months through one (1) year of employment service with the Employer in the two hundred sixty (260) day position.
 - **Two (2) weeks** after completing one (1) through five (5) years of employment service with the Employer in the two hundred sixty (260) day position.
 - Three (3) weeks after completing five (5) through ten (10) years of employment service with the Employer in the two hundred sixty (260) day position.
 - **Four (4) weeks** after completing ten (10) or more years of employment service with the Employer in the two hundred sixty (260) day position.
 - Eleven (11) month employees covered by this Agreement, who have been employed eleven (11) consecutive months or more in an eleven (11) month position will be entitled to eight (8) days of paid vacation per year. Such days are to be used on non-student days.
- 31.2 Up to five (5) vacation days unused at the end of the contract year may be carried over to the next contract year. Any additional vacation days unused shall be forfeited. Vacation leave requires advance approval of the Superintendent or designee.
- 31.3 Bargaining unit employees hired prior to the effective date of this Agreement shall retain existing vacation service credit. Bargaining unit employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, except retire/rehire situations, shall be credited with prior vacation service credit. It is the bargaining unit employee's responsibility to provide the Employer with proof of such prior vacation service credit.
- 31.4 Upon separation from employment, a bargaining unit employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.
- 31.5 Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.

ARTICLE 32 PAY PROVISIONS

- **Regular Rate of Pay:** The base rate for bargaining unit employees for the term of this agreement will be increased Year 1 by six percent (6%), Year 2 by three percent (3%) and Year 3 by three percent (3%).
- 32.2 Mileage: Any bargaining unit employee in the bargaining unit that uses their personal vehicle on Board business, or to attend any required functions or training shall be reimbursed at the current IRS mileage rate for all miles driven on behalf of the Board. The mileage computation shall include mileage necessary to return to the bargaining unit employee's assigned building after the completion of Board business. This amount shall be payable in a separate check drawn against the Board funds as soon as practicable, but not to exceed one (1) month following the submission of the documented claim by the bargaining unit employee in the bargaining unit. Documented claims must be submitted by the tenth (10th) of the following month.
- 32.3 All bargaining unit employees who are mandated to attend meetings by the Board shall be paid for all time spent at their applicable hourly rate.
- **32.4 Longevity Stipend:** Bargaining unit members will receive the following one-time stipend upon the completion of the indicated number of years of service with this District (the stipend will not be based on salary schedule placement or years of service in another District):

Ten (10) years	\$250.00
Fifteen (15) years	\$300.00
Twenty (20) years	\$550.00
Thirty (30) years	\$700.00

Bargaining unit members who have completed more than thirty (30) years of service with this District as of July 1, 2024, will also receive the thirty-year stipend. For the duration of this contract, Maintenance Assistant and Grounds/Maintenance employees who complete twenty (20) years of service shall receive an additional one-time stipend of \$100.00. All longevity payments will be paid annually with the last pay in June.

32.5 If the federal and/or state minimum wage increases, any bargaining unit salary schedules with a step 0 below the new minimum wage will be revised to increase step 0 to the new minimum.

Southwest Licking Local School District Head Cook Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	18.46	18.97	19.48	19.99	20.50	21.00	21.51	22.02	22.53	23.04	23.63	24.23	24.82	25.41	26.01	26.60	27.28	27.96	28.64	29.31	29.99	30.67	31.35
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	18.97	19.49	20.02	20.54	21.07	21.59	22.11	22.64	23.16	23.69	24.30	24.91	25.52	26.13	26.74	27.36	28.05	28.75	29.45	30.15	30.85	31.55	32.25
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	19.49	20.03	20.57	21.11	21.65	22.19	22.73	23.27	23.81	24.35	24.98	25.61	26.24	26.87	27.50	28.13	28.84	29.56	30.28	31.00	31.72	32.44	33.16
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

- 1 Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
- 2 Job work year for Head Cook is either:
 - A 185 days includes 175 student days, 2 in-service days, 1 day before the start of school year and 1 day after school closes.
 - B 186 days includes 178 student days, and 2 in-service days.
 - C 188 days includes 178 student days, 2 in-service days, 1 day before school starts, and 1 day after school closes.
- 3 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
- 4 Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.

Southwest Licking Local School District Cafeteria Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	16.96	17.47	17.98	18.49	19.00	19.50	20.01	20.52	21.03	21.54	22.13	22.73	23.32	23.91	24.51	25.10	25.78	26.46	27.14	27.81	28.49	29.17	29.85
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	17.47	17.99	18.52	19.04	19.57	20.09	20.61	21.14	21.66	22.19	22.80	23.41	24.02	24.63	25.24	25.86	26.55	27.25	27.95	28.65	29.35	30.05	30.75
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	17.99	18.53	19.07	19.61	20.15	20.69	21.23	21.77	22.31	22.85	23.48	24.11	24.74	25.37	26.00	26.63	27.34	28.06	28.78	29.50	30.22	30.94	31.66
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

- 1 Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
- 2 Job work year for Cafeteria is either:
 - A 183 days includes 175 student days, and 2 in-service days.
 - B 186 days includes 178 student days, and 2 in-service days.
- 3 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
- 4 Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.

Southwest Licking Local School District Head Custodian Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Elem./ELC	17.97	18.49	19.02	19.54	20.07	20.59	21.11	21.64	22.16	22.69	23.30	23.91	24.52	25.13	25.74	26.36	27.05	27.75	28.45	29.15	29.85	30.55	31.25
WMS	18.22	18.74	19.27	19.79	20.32	20.84	21.36	21.89	22.41	22.94	23.55	24.16	24.77	25.38	25.99	26.61	27.30	28.00	28.70	29.40	30.10	30.80	31.50
WMHS	18.47	18.99	19.52	20.04	20.57	21.09	21.61	22.14	22.66	23.19	23.80	24.41	25.02	25.63	26.24	26.86	27.55	28.25	28.95	29.65	30.35	31.05	31.75
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
				_		_	_			_	10		10	12	1.4	1.5	1.6	15	10	10	20	25	20
Step	0	l	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Elem./ELC	18.49	19.03	19.57	20.11	20.65	21.19	21.73	22.27	22.81	23.35	23.98	24.61	25.24	25.87	26.50	27.13	27.84	28.56	29.28	30.00	30.72	31.44	32.16
WMS	18.74	19.28	19.82	20.36	20.90	21.44	21.98	22.52	23.06	23.60	24.23	24.86	25.49	26.12	26.75	27.38	28.09	28.81	29.53	30.25	30.97	31.69	32.41
WMHS	18.99	19.53	20.07	20.61	21.15	21.69	22.23	22.77	23.31	23.85	24.48	25.11	25.74	26.37	27.00	27.63	28.34	29.06	29.78	30.50	31.22	31.94	32.66
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Elem./ELC	19.03	19.59	20.14	20.70	21.25	21.81	22.37	22.92	23.48	24.03	24.68	25.33	25.98	26.63	27.28	27.92	28.67	29.41	30.15	30.89	31.63	32.37	33.11
WMS	19.28	19.84	20.39	20.95	21.50	22.06	22.62	23.17	23.73	24.28	24.93	25.58	26.23	26.88	27.53	28.17	28.92	29.66	30.40	31.14	31.88	32.62	33.36
WMHS	19.53	20.09	20.64	21.20	21.75	22.31	22.87	23.42	23.98	24.53	25.18	25.83	26.48	27.13	27.78	28.42	29.17	29.91	30.65	31.39	32.13	32.87	33.61
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

¹ Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.

² Job work year for Head Custodian is 260 days.

³ To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.

⁴ Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.

Southwest Licking Local School District Custodial Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	17.47	17.99	18.52	19.04	19.57	20.09	20.61	21.14	21.66	22.19	22.80	23.41	24.02	24.63	25.24	25.86	26.55	27.25	27.95	28.65	29.35	30.05	30.75
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	17.99	18.53	19.07	19.61	20.15	20.69	21.23	21.77	22.31	22.85	23.48	24.11	24.74	25.37	26.00	26.63	27.34	28.06	28.78	29.50	30.22	30.94	31.66
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	18.53	19.09	19.64	20.20	20.75	21.31	21.87	22.42	22.98	23.53	24.18	24.83	25.48	26.13	26.78	27.42	28.17	28.91	29.65	30.39	31.13	31.87	32.61
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

- 1 Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
- 2 Job work year for Custodial is 260 days.
- 3 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
- 4 Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.

Southwest Licking Local School District Grounds/Maintenance Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	17.62	18.15	18.68	19.21	19.73	20.26	20.79	21.32	21.85	22.38	22.99	23.61	24.23	24.84	25.46	26.08	26.78	27.49	28.19	28.90	29.60	30.31	31.01
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	18.15	18.69	19.24	19.78	20.33	20.87	21.42	21.96	22.51	23.05	23.69	24.32	24.96	25.59	26.23	26.86	27.59	28.31	29.04	29.77	30.49	31.22	31.94
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	18.69	19.25	19.81	20.37	20.93	21.49	22.05	22.61	23.18	23.74	24.39	25.04	25.70	26.35	27.01	27.66	28.41	29.16	29.90	30.65	31.40	32.15	32.89
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

¹ Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or designee. Lunch time is unpaid and is in addition to the normal work day.

- 2 Job work year for Grounds/Maintenance is 260 days.
- 3 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
- 4 Grounds/Maintenance employees with a commercial pesticide applicator license that would allow them to spray weeds and other pesticides on school property will be paid an annual stipend of \$1,000.00.

Southwest Licking Local School District Maintenance Assistant Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	17.82	18.35	18.89	19.42	19.96	20.49	21.03	21.56	22.10	22.63	23.26	23.88	24.50	25.13	25.75	26.37	27.09	27.80	28.51	29.22	29.94	30.65	31.36
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
-																							
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	18.35	18.90	19.45	20.00	20.55	21.10	21.65	22.20	22.75	23.30	23.95	24.59	25.23	25.87	26.52	27.16	27.89	28.63	29.36	30.09	30.83	31.56	32.30
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	18.90	19.47	20.03	20.60	21.17	21.74	22.30	22.87	23.44	24.00	24.66	25.33	25.99	26.65	27.31	27.97	28.73	29.48	30.24	31.00	31.75	32.51	33.26
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

¹ Employee will be paid per hourly rate for hours worked. Hours of work shall be determined by the Superintendent or designee. Lunch time is unpaid and is in addition to the normal work day.

² Job work year for Maintenance Assistant is 260 days.

³ To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.

⁴ A three thousand five hundred dollars (\$3,500) stipend shall be paid each year that the District employs only one (1) maintenance employee, for the life of this agreement.

Southwest Licking Local School District Secretary, Secretary/Aide Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
1	17.62	18.13	18.65	19.16	19.67	20.19	20.70	21.22	21.73	22.24	22.84	23.44	24.04	24.64	25.24	25.84	26.52	27.21	27.89	28.58	29.26	29.95	30.63
>1 <2	17.28	17.79	18.31	18.82	19.34	19.85	20.36	20.88	21.39	21.90	22.50	23.10	23.70	24.30	24.90	25.50	26.19	26.87	27.56	28.24	28.93	29.61	30.30
2 or More	17.12	17.63	18.15	18.66	19.17	19.69	20.20	20.72	21.23	21.74	22.34	22.94	23.54	24.14	24.74	25.34	26.02	26.71	27.39	28.08	28.76	29.45	30.13
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
																				1			
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
1	18.13	18.66	19.19	19.72	20.25	20.77	21.30	21.83	22.36	22.89	23.51	24.12	24.74	25.36	25.98	26.59	27.30	28.00	28.71	29.41	30.12	30.82	31.53
>1 <2	17.79	18.32	18.85	19.38	19.91	20.44	20.96	21.49	22.02	22.55	23.17	23.79	24.40	25.02	25.64	26.25	26.96	27.67	28.37	29.08	29.78	30.49	31.19
2 or More	17.63	18.16	18.69	19.22	19.75	20.27	20.80	21.33	21.86	22.39	23.01	23.62	24.24	24.86	25.48	26.09	26.80	27.50	28.21	28.91	29.62	30.32	31.03
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
1	18.66	19.20	19.75	20.29	20.84	21.38	21.93	22.47	23.02	23.56	24.20	24.83	25.47	26.11	26.74	27.38	28.10	28.83	29.56	30.28	31.01	31.74	32.46
>1 <2	18.32	18.86	19.41	19.95	20.50	21.04	21.59	22.13	22.68	23.22	23.86	24.50	25.13	25.77	26.40	27.04	27.77	28.49	29.22	29.95	30.67	31.40	32.13
2 or More	18.16	18.70	19.25	19.79	20.34	20.88	21.43	21.97	22.52	23.06	23.70	24.33	24.97	25.61	26.24	26.88	27.60	28.33	29.06	29.78	30.51	31.24	31.96
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

¹ Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.

² To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.

³ Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.

^{4 &}gt;1 <2 - More than 1 Less than 2 Secretaries.

Southwest Licking Local School District Teacher Aide Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Regular	16.96	17.47	17.98	18.49	19.00	19.50	20.01	20.52	21.03	21.54	22.13	22.73	23.32	23.91	24.51	25.10	25.78	26.46	27.14	27.81	28.49	29.17	29.85
Supportive	17.81	18.34	18.88	19.41	19.95	20.48	21.02	21.55	22.08	22.62	23.24	23.87	24.49	25.11	25.74	26.36	27.07	27.78	28.50	29.21	29.92	30.63	31.35
Degree	18.66	19.22	19.78	20.34	20.90	21.46	22.02	22.58	23.14	23.70	24.35	25.00	25.66	26.31	26.96	27.62	28.36	29.11	29.86	30.60	31.35	32.10	32.84
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
a.			_					_		_	10	1.1	10	12	1.4	1.5	1.6	1.7	10	10	20	25	
Step	0	l	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Regular	17.47	17.99	18.52	19.04	19.57	20.09	20.61	21.14	21.66	22.19	22.80	23.41	24.02	24.63	25.24	25.86	26.55	27.25	27.95	28.65	29.35	30.05	30.75
Supportive	18.34	18.89	19.44	19.99	20.54	21.09	21.64	22.19	22.74	23.29	23.93	24.58	25.22	25.86	26.50	27.14	27.88	28.61	29.34	30.08	30.81	31.54	32.28
Degree	19.22	19.80	20.37	20.95	21.53	22.10	22.68	23.26	23.83	24.41	25.08	25.75	26.43	27.10	27.77	28.45	29.21	29.98	30.75	31.52	32.29	33.06	33.83
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Regular	17.99	18.53	19.07	19.61	20.15	20.69	21.23	21.77	22.31	22.85	23.48	24.11	24.74	25.37	26.00	26.63	27.34	28.06	28.78	29.50	30.22	30.94	31.66
Supportive	18.89	19.46	20.02	20.59	21.16	21.72	22.29	22.86	23.42	23.99	24.65	25.31	25.97	26.63	27.30	27.96	28.71	29.47	30.22	30.98	31.74	32.49	33.25
Degree	19.79	20.38	20.98	21.57	22.16	22.76	23.35	23.95	24.54	25.13	25.83	26.52	27.21	27.90	28.60	29.29	30.08	30.87	31.66	32.46	33.25	34.04	34.83
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

- 1 Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
- 2 Job work year for Teacher Aide is 184 days.
- 3 A Teacher Aide whose main duty (at least 50% of their day) is serving students in a self-contained classroom setting where the majority of student disabilities fall into these categories: Emotional Disturbance, Autism, Multiple Disabilities will be paid the Supportive Classroom hourly rate at the applicable step.
- 4 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract to receive increments. Partial years are not recognized on a cumulative basis.
- 5 Assignments for any given year are made by the Superintendent or designee and transfers are made according to policy established by the Board of Education.
- 6 Degree Is an Associates Degree or Higher.

Southwest Licking Local School District Computer Room Supervisor, In-School Suspension, Library Aide, Nurse's Aide, and Student Hall Monitor Salary Schedule Effective July 1, 2024 Through June 30, 2027

Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2024																							
Hourly Rate	16.96	17.47	17.98	18.49	19.00	19.50	20.01	20.52	21.03	21.54	22.13	22.73	23.32	23.91	24.51	25.10	25.78	26.46	27.14	27.81	28.49	29.17	29.85
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2025																							
Hourly Rate	17.47	17.99	18.52	19.04	19.57	20.09	20.61	21.14	21.66	22.19	22.80	23.41	24.02	24.63	25.24	25.86	26.55	27.25	27.95	28.65	29.35	30.05	30.75
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	30
July 1, 2026																							
Hourly Rate	17.99	18.53	19.07	19.61	20.15	20.69	21.23	21.77	22.31	22.85	23.48	24.11	24.74	25.37	26.00	26.63	27.34	28.06	28.78	29.50	30.22	30.94	31.66
Index	1.000	1.030	1.060	1.090	1.120	1.150	1.180	1.210	1.240	1.270	1.305	1.340	1.375	1.410	1.445	1.480	1.520	1.560	1.600	1.640	1.680	1.720	1.760

- 1 Employee will be paid per hourly rate for hours worked. Lunch time is unpaid and is in addition to the normal work day.
- 2 Job work year for these classifications is either:
 - A 184 days includes all days on the school calendar that are defined as student days (178 days).
 - B 188 days includes all days on the school calendar that are defined as student days (178 days), and 4 days before school starts, after school closes or any combination thereof. (Library Aide Only).
- 3 To participate in salary schedule in any area and job classification, the employee must work 120 days during a contract year to receive increments. Partial years are not recognized on a cumulative basis.
- 4 Assignments for any given year are made by the Superintendent or designee and transfers made according to policy established by the Board of Education.

ARTICLE 33 RETIREMENT INCENTIVE

- 33.1 A bargaining unit member with a two hundred sixty (260) days schedule with thirty (30) years of service under SERS and age fifty-seven (57) or older or with ten (10) years of service under SERS and age sixty-seven (67) or older shall receive a six thousand six hundred fifty dollars (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with a two hundred sixty (260) days schedule chooses to continue working for the Board after attaining this retirement eligibility, the bargaining unit member is eligible for a five thousand dollars (\$5,000) retirement incentive if he/she retires during or at the conclusion of the school year following the year in which he/she first (1st) attains this retirement eligibility. If the bargaining unit member continues working beyond that additional year, he/she is no longer eligible for this retirement incentive.
- 33.2 A bargaining unit member with less than a two hundred sixty (260) day schedule with thirty (30) years of service under SERS and age fifty-seven (57) or older or with ten (10) years of service under SERS and age sixty-seven (67) or older shall receive a four thousand six hundred dollars (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this retirement eligibility, as regulated by SERS. If a bargaining unit member with less than a two hundred sixty (260) day schedule chooses to continue working for the Board after attaining this retirement eligibility, the bargaining unit member is eligible for a three thousand four hundred fifty dollars (\$3,450) retirement incentive if he/she retires during or at the conclusion of the school year following the year in which he/she first (1st) attains this retirement eligibility. If the bargaining unit member continues working beyond that additional year, he/she is no longer eligible for this retirement incentive.
- 33.3 A bargaining unit member with a two hundred sixty (260) days schedule with twenty-five (25) years of service under SERS and age sixty (60) or older or with ten (10) years of service under SERS and age sixty-two (62) or older shall receive a six thousand six hundred fifty dollars (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this reduced benefit retirement eligibility, as regulated by SERS. If a bargaining unit member with a two hundred sixty (260) days schedule chooses to continue working for the Board after attaining this reduced benefit retirement eligibility, the bargaining unit member is eligible for a five thousand dollars (\$5,000) retirement incentive if he/she retires during or at the conclusion of the school year following the year in which he/she first (1st) attains this reduced benefit retirement eligibility. If the bargaining unit employee with a two hundred sixty (260) days schedule continues working beyond that additional year, and continues to work for the Board until he/she is eligible for full service retirement under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 33.1 above.

- 33.4 A bargaining unit member with less than a two hundred sixty (260) day schedule with twenty-five (25) years of service under SERS and age sixty (60) or older or with ten (10) years of service under SERS and age sixty-two (62) or older shall receive a four thousand six hundred dollars (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first (1st) attains this reduced benefit retirement eligibility, as regulated by SERS. If a bargaining unit member with less than a two hundred sixty (260) day schedule chooses to continue working for the Board after attaining this reduced benefit retirement eligibility, the bargaining unit member is eligible for a three thousand four hundred fifty dollars (\$3,450) retirement incentive if he/she retires during or at the conclusion of the school year following the year in which he/she first (1st) attains this reduced benefit retirement eligibility. If the bargaining unit member with less than a two hundred sixty (260) day schedule continues working beyond that additional year, and continues to work for the Board until he/she is eligible for full service retirement under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 33.2 above.
- 33.5 The retirement incentive shall be paid with the first (1st) pay in January following the year of actual retirement.
- 33.6 The parties' understanding is that the foregoing comports with statutory language. In the event of discrepancy, the foregoing will be revised to match statutory changes to SERS.

ARTICLE 34 INSURANCE PROVISIONS

- **34.1 Hospitalization and Major Medical, Vision, and Dental Benefits:** Contingent on execution of a mutually satisfactory Participation Agreement between the Board and the Michigan Conference of Teamsters Welfare Fund, health care benefits for:
 - 1. all bargaining unit members employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week,
 - 2. all bargaining unit members hired on or after July 1, 2005 and prior to October 1, 2014 who are regularly scheduled to work at least twenty (20) hours per week, and
 - 3. all bargaining unit members hired on or after October 1, 2014 who are regularly scheduled to work at least twenty-seven and one-half (27.5) hours per week

who do not opt out as set forth below and who have fulfilled the eligibility waiting period described below, shall be through participation in an option of the Michigan Conference of Teamsters Welfare Fund Benefit Plan ("Plan") as agreed upon by the parties in each year of this collective bargaining agreement unless the Board determines that the Plan fails to comply with all Ohio "best practices" for school employee health care or it should otherwise become unlawful for the Board to provide health care coverage through the Plan (*e.g.*, if it should become mandatory under state or federal law for the Board to enter into a "pool" for health care). A bargaining unit member shall not be eligible for such benefits until the first (1st) Sunday on or after the thirtieth (30th) calendar day after his/her first (1st) day of work as a regular, not substitute, employee (the eligibility waiting period), except that a retire/rehire shall become eligible on his/her first (1st) day back to work following retirement. Cooks whose hours were previously reduced by the District or whose hours are reduced by the District during the term of this contract, will not lose insurance benefits and shall retain eligibility for insurance.

The Plans available to all eligible bargaining unit members for participation shall be Plan 856 - SOA Cafeteria Plan and Plan 737. For bargaining unit members who were employed and eligible for insurance but did not have hospitalization/major medical coverage through the Board as of July 27, 2011, a plan for dental/optical only (Plan 127) shall be available, in addition to Plans 856 and 737. Bargaining unit members enrolled in Plan 127 who elect to opt out or to select either Plan 856 - SOA Cafeteria Plan or Plan 737 will no longer be eligible for Plan 127.

The Board will not be a guarantor of the Plan in any way and shall have no liability in connection with the Plan other than to permit employee participation in the Plan and pay a share of monthly contribution amounts (hereinafter referred to as "monthly premiums") as set forth below.

It is understood that bargaining unit members must participate in the above Plan, unless they have hospitalization/major medical insurance through a spouse or other family member and are approved by the Plan to opt out of participation. It shall be the responsibility of the bargaining unit member to comply with all opt-out guidelines established by the Plan and to submit the necessary forms, if the bargaining unit member desires to opt out of the Plan in any respect. The Board and the Union shall enter into any necessary memorandum of understanding to enable opt-outs from the Plan.

There will be no reimbursement to a unit member enrolled in another similar hospitalization plan.

The responsibility for notifying the Treasurer and the Michigan Conference of Teamsters Welfare Fund of intent to opt out from participation in the Plan rests with the bargaining unit member. New hires are strongly encouraged to submit the "intent to opt out" form and any additional required paperwork to the Fund as soon as possible after first (1st) day of employment to ensure opt-out approval before contributions must be made to the Plan.

It is further agreed that the Board will pay the following monthly amounts toward the cost of the above described Plan:

- 34.1.1 Single Premium: Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least twenty-seven and one-half (27.5) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 and prior to October 1, 2014 who are regularly scheduled to work between twenty (20) and twenty-seven point four-nine (27.49) hours per week.
- **34.1.2 Family, Employee + Children or Employee + Spouse Premium:** Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least twenty-seven and one-half (27.5) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 and prior to October 1, 2014 who are regularly scheduled to work between twenty (20) and twenty-seven point forty-nine (27.49) hours per week.

- 34.1.3 If a bargaining unit member is regularly scheduled to work at least twenty-seven and one-half (27.5) hours per week, the Board would continue to pay eighty percent (80%) of the actual monthly premium if the Board made changes to the route/position that caused the bargaining unit member's regularly scheduled hours to fall below twenty-seven and one-half (27.5) hours. If the bargaining unit member bids/applies for a route/position that is regularly scheduled to work less the twenty-seven and one-half (27.5) hours, the bargaining unit member will not be eligible for insurance even if the bargaining unit member was grandfathered under Article 34.1.
- **34.1.4** In the event that a bargaining unit member and his/her spouse are both employed by the Board prior to September 1, 2011, the Board will pay the actual family plan monthly premium minus the employee's share of the monthly premium for one (1) single plan. The employee's share of monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the Agreement does not apply to unit members or spouses of unit members who are employed by the Board after September 1, 2011.
- **34.2 Term Life Insurance:** The Board will provide thirty-five thousand (\$35,000) dollars term life insurance to each bargaining unit member employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per work or to each bargaining unit member hired on or after July 1, 2005 who are regularly scheduled to work at least twenty (20) hours per week or hired after October 1, 2014 who is regularly scheduled to work at least twenty-seven and one-half (27.5) hours per week at no cost to said bargaining unit member. The coverage shall include double indemnity for accidental death and dismemberment.

If allowed by the insurance company providing life insurance to Board bargaining unit members, an eligible bargaining unit member may purchase at his/her own cost additional life insurance. This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the bargaining unit member.

34.3 Confidentiality: The names of individuals who have filed claims for health care benefits, the amounts of claims filed or paid on behalf of any covered person and the medical records relating to any claims shall not be public records subject to any limitation in the public records laws. Reports to be made by the Third Party Administrator to the Southwest Licking Board of Education shall not by individual insured identify the particular treatment, care or diagnosis received by an individual.

34.4 Insurance Committee:

34.4.1 Purpose: An Insurance Committee (Committee) shall meet as the Board deems necessary to develop such proposals as the Committee deems appropriate concerning the level of insurance benefits available and offered. The Committee shall comport with Ohio "best practices" requirements. This standing Committee's responsibilities shall include:

monitoring insurance costs; reviewing and making recommendations to modify benefits; and recommending selection of insurance carriers and/or third-party administrators for all benefits listed in this Article.

34.4.2 Membership: The committee shall consist of the Treasurer and a Building Administrator and two (2) members appointed by Teamsters Local Union 413. The Treasurer shall serve as the chair of the Committee.

34.4.3 Operation: The Committee shall meet at least sixty (60) days in advance of any health care contract rollover/renewal and at other times at the call of the chair. The Committee shall formulate its proposals concerning carriers or third-party administrators, changes in carrier and/or plan design, and/or modification of benefits by a majority vote of all of its members. Any proposal of the Committee shall be presented to the Board to approve or reject same. Any action or inaction of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal. It is understood that the Board will take no action in violation of any participation agreement entered into with the Michigan Conference of Teamsters Welfare Fund.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the Unions and approval by the Board. The creation of the Insurance Committee does not diminish or in any way reduce the Board's and Union's rights or responsibilities.

34.5 Monthly premiums shall be paid by bargaining unit members and the Board on a monthly basis, the same amount each month of a plan year, without any front-loading or back-loading of premium amounts.

ARTICLE 35 RE-EMPLOYMENT OF RETIRED BARGAINING UNIT EMPLOYEES

A bargaining unit employee retired from a public sector retirement system ("Re-employed bargaining unit employee") may be re-employed under the following conditions:

- 35.1 The re-employed employee will start with salary schedule placement experience of up to ten (10) years. The re-employed employee will be advanced one (1) year on the salary schedule for each year of re-employment service to the Employer.
- 35.2 The re-employed employee will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through SERS or other public sector retirement system. The re-employed employee shall have life and other insurance coverage paid for by the Board on the same basis as any other re-employed certificated and/or classified employee of the Board.
- 35.3 Re-employed employees will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- 35.4 Re-employed employees may be re-employed from year-to-year under the limitations described in Sections 35.5 and 35.6 with Board approval, but shall not be eligible for continuing contract status.
- 35.5 In the event of a Reduction In Force, the re-employed employee will not have any bumping rights under this Agreement.
- 35.6 Such re-employment will not result in the reduction in force of other bargaining unit employees employed at the commencement of each such re-employment contract.
- 35.7 Subject to these provisions, re-employed employees are part of the bargaining unit.

- **35.8** Re-employed employees are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 35.9 Re-employed employees may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- **35.10** Re-employed employees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- **35.11** The Union Business Representative shall be advised of any re-employment situation.

ARTICLE 36 REASSIGNMENT, VACANCIES AND PROMOTIONS

- 36.1 When a new job or position is created or a job vacancy otherwise occurs within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy via District e-mail and on all Union bulletin boards. Said postings shall remain posted for a period of three (3) working days, except from August 1st to the start of school, when the posting period shall be one (1) working day. The posting shall contain the job title of the vacancy, a brief job description including minimum qualifications, the initial location, initial hours of the job, and the date of the posting and bid deadline date. An employee who holds the job in a different location or different shift may submit an application per 36.2 below to be considered for reassignment to the initial location of the vacancy. This provision shall not prevent an employee from submitting a written request for reassignment to the Superintendent pursuant to 36.7 below. The identification of an initial location shall not be construed as restricting the Employer's management right to assign employees. However, reassignment of an employee shall be in accordance with this Article, including 36.3, 36.6 and 36.8.
- 36.2 Any employee wishing to apply for the posted vacancy must submit an application in writing to the office of the Superintendent or designee by the end of the posting period in order to be considered for the position. The Employee will receive notification that the application was received.
- 36.3 When filling the vacancy, all timely-filed applications (including those to change assignment per 36.1 above) will be reviewed by the Employer and the position will be awarded to the applicant that the Employer deems most qualified. Criteria for selection shall include: skills and/or experience relevant to the job to be performed including prior experience within the classification or department, other qualifications relevant to the job to be performed, and system and bargaining unit seniority. The Employer will grant an initial interview and give consideration to all bargaining unit applicants who have timely submitted a bid and meet the required qualifications set forth in the job posting. Tests given to determine qualifications shall be uniformly applied to all applicants for a given position. The applicant(s) not selected for the position will be given the opportunity to receive information concerning the reason why they were not selected, in a timely manner. If two (2) or more applicants are deemed equally qualified, preference will be given to the applicant(s) from within the bargaining unit, if any. If the Employer deems two (2) or more applicants from within the bargaining unit equally qualified, the applicant with the most seniority will be awarded the position.

- 36.4 The effective date of the filling of the vacancy shall be as soon as possible, but no later than twenty (20) work days after the selection has been made. For purposes of this provision, the calculation of twenty (20) work days shall not include days in the summer, between school years. The Employer will notify the Business Agent and the Steward for the building in which the position being filled is located of the selection.
- 36.5 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) work day period of time, pending the Employer's determination to fill the vacancy on a permanent basis. At the conclusion of this ninety (90) work days period, the vacancy must be filled in accordance with Section 36.3 above, or the position abolished.
- An employee who is awarded a position to fill a vacancy, whether through reassignment within the classification or a bid across classifications, shall be required to satisfactorily complete a ninety (90) work day trial period. If, during the ninety (90) work day trial period, it is determined that the employee cannot satisfactorily perform the new job or new assignment, the employee will be returned to the employee's previously held position/location/shift at his/her prior rate of pay and with no loss of seniority. An employee who satisfactorily completes a ninety (90) work day trial period shall not be reassigned involuntarily during his/her first twelve (12) months in the new assignment, except: 1) if the employee engages in serious misconduct resulting in discipline at the level of suspension; or 2) in the case of an aide, for one of the reasons set forth below in 36.8(2). If an aide must be involuntarily reassigned within the first twelve (12) months of his/her new assignment, the Superintendent or designee will meet with the aide prior to the move to give the aide input into his/her next assignment.
- 36.7 Bargaining unit members may request reassignment to another location in the same classification even when there is no vacancy. Such requests must be submitted to the Superintendent or designee by May 1st each school year and will be retained on file for a period of one (1) year. A reassignment request form shall be available to all bargaining unit members. Reassignment requests will be considered before a vacancy is posted, but nothing in this provision guarantees that a reassignment request will be granted.

36.8 Involuntary Reassignment

1. An involuntary reassignment of a unit member (defined as reassignment to another building or another classroom) will be made only after a meeting between the unit member involved and the Superintendent or designee. The unit member and/or the Superintendent may, at their option, have a representative present at such meeting (the unit member may have a Union Steward or, if available at the meeting time designated by the Superintendent or designee, the Union Business Agent). The Superintendent or designee will provide notice to each affected unit member of an involuntary reassignment prior to the official involuntary reassignment date, unless one of the exceptions in paragraph number (2) below apply. If requested by the unit member, the Superintendent or designee will explain and provide in writing the reason(s) for the reassignment to the unit member.

- 2. Under normal circumstances, notice of an involuntary reassignment for the next school year shall occur by July 10th. Involuntary reassignments after July 10th for the next school year or during a school year shall occur only as a result of a unit member leaving employment with the District after July 10th or during a school year, enrollment changes requiring the hiring of staff or exceeding class size limits, building openings, district realignment, attendance concerns, performance, operational needs (for example, additional building space, building staffing needs, building closure), best interest of students, or liability concerns.
- 3. The District shall not involuntarily reassign a unit member to another building or classroom after September 1 more than two (2) times per school year, unless otherwise agreed upon by the unit member and the District.

ARTICLE 37 TERM OF AGREEMENT

The Employer and the Union agree that this collective bargaining agreement will expire at midnight on the 30th day of June, 2027, unless extended by mutual written agreement of the two parties.

RATIFICATION

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

FOR THE SOUTHWEST LICKING LOCAL BOARD OF EDUCATION	FOR THE TEAMSTERS LOCAL UNION NO. 413
Kandel Mayle Board President	Tony Jones, President
Kusiy Perkino Superintendent	Scott De Yarmon, Vice-President
Richard D. Gorus Treasurer	DATE: <u>5/3/24</u>
DATE: 04/18/24	

APPENDIX A SERB CERTIFICATION

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Teamsters Local Union 413,

Incumbent Employee Organization,

and

Southwest Licking School District Board of Education,

Employer.

Case Number: 2021-REP-07-0075

AMENDMENT OF CERTIFICATION

Before Chair Zimpher, Vice Chair Mills, and Board Member Lumpe: August 26, 2021.

The Teamsters Local Union 413 (Incumbent Employee Organization) is the Board-certified exclusive representative of certain employees of the Southwest Licking School District Board of Education (Employer). The parties jointly filed a Petition for Amendment of Certification seeking to combine two previously separate bargaining units into one bargaining unit. The Board approves the jointly filed petition and amends the unit, which is now described as follows:

Included: Custodians, Head Custodians, In-School Suspension, Computer Room

Supervisor, Study Hall Monitor, Cooks, Head Cooks, Building Secretaries

and Aides, Maintenance Assistant, Grounds/Maintenance.

Excluded: All other employees, including Maintenance Foreman, District Secretary, District Office Personnel, including Director of Financial Services, the

Superintendent's Secretary and the Assistant Superintendent's Secretary, Computer Technicians, substitute employees, seasonal and casual employees, part-time employees (those who regularly work less than fifteen (15) hours per week), Supervisors, Directors, Coordinators, confidential employees, and all other supervisory and management level employees, as defined in Ohio Revised Code, Chapter 4117, not otherwise identified

herein.

IT IS SO DIRECTED.

ZIMPHER, Chair, MILLS, Vice Chair, and LUMPE, Board Member, concur.

W. CRAIG ZIMPHER, CHAIR

Amendment of Certification Case No. 2021-REP-07-0075 August 26, 2021 Page 2

CERTIFICATE OF SERVICE

I certify that this document was filed and a copy served upon the following representatives of each party via e-mail¹ with delivery receipt and acknowledgment requested, this 26th day of August, 2021.

Susan L. Oppenheimer, Esq., soppenheimer@bricker.com Representing Employer

Clement L. Tsao, Esq., <u>clementt@bsjfirm.com</u>
Representing Incumbent Employee Organization

Debra Prots

Labor Relations Specialist

¹ In the event a party does not have an electronic mail address on file, this notice was sent via regular U.S. mail.

APPENDIX B WITHDRAWAL CARD INSTRUCTIONS

Get a Withdrawal Card When.....

BE SURE YOU REQUEST A WITHDRAWAL CARD WHEN:

- LAID-OFF
- GOING ON LEAVE OF ABSENCE
- LENGTHY MEDICAL LEAVE
- TERMINATING YOUR EMPLOYMENT

THERE IS NO CHARGE FOR A WITHDRAWAL CARD, BUT ALL INITIATION FEES AND BACK DUES MUST BE PAID BEFORE THE WITHDRAWAL CARD IS ISSUED.

IT IS YOUR RESPONSIBILITY TO OBTAIN A WITHDRAWAL CARD. FAILURE TO REQUEST A WITHDRAWAL CARD MAY CAUSE YOU TO PAY BACK DUES OR RE-INITIATION FEE.

IF YOU HAVE ANY QUESTIONS CONCERNING A WITHDRAWAL CARD PLEASE CONTACT THE LOCAL 413 OFFICE STAFF AT (614) 228-6492, EX 14.

APPENDIX C INSURANCE SCHEDULE OF BENEFITS

Michigan Conference of Teamsters Welfare Fund



Schedule of Benefits Benefit Package 737

Date Inquired About: 6/15/2021 Today's Date: 6/15/2021

Effective April 2021



Michigan Conference of Teamsters Welfare Fund (MCTWF) Benefit Package 737 SCHEDULE OF BENEFITS

New Key 3 Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	\$300 per individual \$900 per family	\$600 per individual \$1,800 per family
Annual Out of Pocket Maximum includes medical copay and coinsurance amounts. MCTWF complies with the Affordable Care Act out-of-pocket cost limits*	\$2,000 per individual in excess of deductible \$4,000 per family in excess of deductible	\$4,000 per individual in excess of deductible \$8,000 per family in excess of deductible
In-Patient Hospital Expenses	Covered 80%** of CC subject to deductible for up to 365 days semi-private room or private room if medically necessary	Covered 60%** of MAB subject to deductible for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 100% of CC after \$100** copay (waived if admitted)	Covered 100% of MAB after \$100** copay (waived if admitted)
Mental Health & Substance Use Disorder Benefits (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	Inpatient Hospital:Covered 80%** of CC subject to deductible Inpatient Physician:Covered 80%** of CC subject to deductible Outpatient Physician:\$20** copay	Inpatient Hospital: Covered 60%** of MAB subject to deductible Inpatient Physician: Covered 60%** of MAB subject to deductible Outpatient Physician: Covered 60%** of MAB subject to deductible
Surgical Expenses	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Anesthesia Expenses	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Ambulance Expenses Ground/Air/Water	Covered 80%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
X-ray and Diagnostic Testing Expenses	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Physician Charges Inpatient	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Outpatient Primary Care Visit Outpatient Specialist Visit Outpatient Urgent Care Visit MDLIVE Telehealth Consultation	\$20** copay \$40** copay \$45** copay \$10** copay	Covered 60%** of MAB subject to deductible Covered 60%** of MAB subject to deductible Covered 60%** of MAB subject to deductible Not Covered
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered 100% of CC Deductible & coinsurance waived	Covered 60%** of MAB subject to deductible
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered 100% of CC Deductible & coinsurance waived	Covered 60%** of MAB subject to deductible
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered 100% of CC Deductible & coinsurance waived	Covered 60%** of MAB subject to deductible
Injection Expenses	Covered 80%** of CC subject to deductible	Covered 60%** of MAB subject to deductible
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical</i> , <i>Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 60% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical</i> , Speech & Occupational Therapy Expenses. One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 80%** of CC subject to deductible, up to \$1,500 per person, per ear every 2 years	Covered 80%** of MAB subject to deductible, up to \$1,500 per person, per ear every 2 years

New Key 3 Medical Benefit	BCBS	PPO Network	Non-BCBS	PPO Network			
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered 80%** of CC	subject to deductible	Covered 60%** of MAB	subject to deductible			
Physical, Speech & Occupational Therapy Expenses	Covered 80%** of CC	subject to deductible	Covered 60%** of MAB	subject to deductible			
Home Health Care Expenses	Covered 80%** of CC	subject to deductible	Covered 80%** of MAB	subject to deductible			
Skilled Nursing Facility Expenses		es subject to deductible for ner medical services up to 730 s the number of days in	80%** eligible expenses room and board and other days reduced by 2 times t hospital.	medical services up to 730			
Hospice Care Expenses	Covered 80%** of CC	subject to deductible	Covered 80%** of MAB	subject to deductible			
Durable Medical Equipment and Medical Supplies Expenses	Covered 80%** of CC	subject to deductible	Covered 80%** of scheduled amount subject to deductible				
Prosthetic Devices and Orthotics Expenses	Covered 80%** of CC	subject to deductible	Covered 80%** of MAB	subject to deductible			
Survivor Health Benefits	dependent children of p actively covered under package. Coverage will	hs of free medical and age for eligible spouses and sarticipants who die while a MCTWF medical benefits mirror the benefits provided ant's MCTWF participating	dependent children of par actively covered under a package. Coverage will n	e for eligible spouses and			
New Rx2 Prescription Drug Benefit		Caremark Pha	rmacy Network				
	Covered in full after the	below applicable copay at a p	articipating retail or mail o	order pharmacy.			
	Retail & Mail Up to 34 days	Retail 90 & Mail 35 - 60 days	Retail 90 61 - 90 days	Mail 61 - 90 days			
Generic Preferred Brand Non-Preferred Brand		\$20 copay \$40 copay \$70 copay	\$30 copay \$60 copay \$105 copay \$105 copay				
Other Benefit(s)	Coverage						
Benefit Bank Weeks	Receive 6 benefit bank weeks for the period of 04/01/2021 through 3/31/2024.***						

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the benefit package maximum payable amount, subject to deductible, coinsurance and co-payments.

- In accordance with the Affordable Care Act, effective January 1, 2017, all MCTWF Actives Plan medical and prescription drug benefits combined innetwork out-of-pocket costs are subject to calendar year limits. Out-of-pocket costs refer to deductibles, copay and coinsurance amounts (but not contribution payments, or out-of-network cost-sharing or balance bill payments). Once a calendar year limit is reached, coverage must be provided for the balance of the year without further out-of-pocket costs for in-network medical and prescription drug benefits. The limits for 2021 are \$8,550 per individual and \$17,100 per family member accumulations toward these statutory out-of-pocket cost limits are tracked on each MCTWF Explanation of Benefits (EOB) form and in each MCTWF Participant Portal account.
- ** The co-payments and/or coinsurance payments for these services apply toward the annual out-of-pocket maximum.
- *** Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF benefit package with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

Eligibility for auto-related accidental injuries or illnesses under your MCTWF benefit package will be available only to the extent that claims resulting from the accident are in excess of the greater of (1) the required insurance coverage or other financial protection required under applicable state law, or (2) the benefit limits of any other insurance under which the individual is entitled to coverage. MCTWF will provide benefits pursuant to a signed MCTWF Assignment, Subrogation and Reimbursement Agreement, contingent upon the submission of proof that benefits have been exhausted through the auto carrier and/or other insurance available. MCTWF does not provide Qualified Health Coverage.

If you are the operator or occupant of a rental vehicle and other medical coverage is available, no MCTWF benefits will be paid for auto-related accidental injuries or illnesses.

This Schedule of Benefits is not a full statement of covered services under your benefit package. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Member Services Call Center for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund 2700 Trumbull Avenue, Detroit, Michigan 48216 (313) 964-2400 or (800) 572-7687 Alternative Outage Number (800) 482-2219 www.mctwf.org





BENEFIT OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
	Effective Date 03/30/2025				
Base Medical Benefits	New SOA	\$166.85	\$333.70	\$400.45	\$500.55
Benefit Rider	Cancer Rider (R2)	\$0.45	\$0.90	\$1.10	\$1.35
Prescription Drug Benefits	New Rx2	\$34.15	\$68.30	\$81.95	\$102.45
Dental & Optical Benefits	Dental & Optical Package 1 (D&O1)	\$12.70	\$25.40	\$30.45	\$38.10
Package 856	Total Weekly Rate Eff. 03/30/25	\$214.15	\$428.30	\$513.95	\$642.45
	Effective Date 03/29/2026			Dec Mills	
Base Medical Benefits	New SOA	\$174.60	\$349.20	\$419.00	\$523.75
Benefit Rider	Cancer Rider (R2)	\$0.50	\$1.00	\$1.20	\$1.50
Prescription Drug Benefits	New Rx2	\$35.25	\$70.45	\$84.55	\$105.70
Dental & Optical Benefits	Dental & Optical Package 1 (D&O1)	\$12.70	\$25.40	\$30.45	\$38.10
Package 856	Total Weekly Rate Eff. 03/29/26	\$223.05	\$446.05	\$535.20	\$669.05

Southwest Licking Schools Teamsters Local Union 413 March 2024

Michigan Conference of Teamsters Welfare Fund



Schedule of Benefits Benefit Package 856

Date Inquired About: 6/15/2021 Today's Date: 6/15/2021

Effective April 2021



Michigan Conference of Teamsters Welfare Fund (MCTWF) Benefit Package 856 SCHEDULE OF BENEFITS

New SOA Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	None	None
Annual Out of Pocket Maximum includes medical copay and coinsurance amounts. MACTWF complies with the Affordable Cure Act out-of-pocket cost limits*	\$2,000 per family	\$4,000 per family
In-Patient Hospital Expenses	Covered 100% of CC after \$250 copay for up to 365 days semi-private room or private room if medically necessary	Covered 90%** of MAB after \$250 copay for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 100% of CC after \$75** copay (waived if admitted)	Covered 100% of MAB after \$75** copay (waived is admitted)
Mental Health & Substance Use Disorder Benefits (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	Inpatient Hospital:Covered in full after \$250 copay per admission. Inpatient Physician:Covered in full Outpatient Physician:\$15** copay	Inpatient Hospital:Covered 100% of MAB after \$250 copay per admission. Inpatient Physician:Covered 80%** of MAB Outpatient Physician:Covered 60%** of MAB
Surgical Expenses	Covered 100% of CC	Covered 90%** of MAB
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 100% of CC	Covered 90%** of MAB
Anesthesia Expenses	Covered 100% of CC	Covered 90%** of MAB
Ambulance Expenses Ground/Air/Water	Covered 100% of CC	Covered 100% MAB
X-ray and Diagnostic Testing Expenses	Covered 100% of CC	Covered 90%** of MAB
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 100% of CC	Covered 90%** of MAB
Physician Charges Inpatient	Covered 100% of CC	Covered 80%** of MAB
Outpatient Primary Care Visit Outpatient Specialist Visit Outpatient Urgent Care Visit MDLIVE Telehealth Consultation	\$15** copay \$30** copay \$35** copay \$10** copay	Covered 60%** of MAB Covered 60%** of MAB Covered 60%** of MAB Not Covered
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered 100% of CC	Covered 60%** of MAB
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered 100% of CC	Covered 90%** of MAB
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered 100% of CC	Covered 80%** of MAB
Injection Expenses	Covered 90%** of CC	Covered 80%** of MAB
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical</i> , Speech & Occupational Therapy Expenses. One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical</i> , <i>Speech & Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 100% of CC, up to \$1,500 per person, per ear every 2 years	Covered 100% of MAB, up to \$1,500 per person, per ear every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered in full Copayment and coinsurance waived	100% of MAB Coinsurance waived

New SOA Medical Benefit	BCBS PP	O Netwo	rk	No	-BCBS I	PPO Network	
Physical, Speech & Occupational Therapy Expenses	Covered 75%** of CC			Covered 65%**	of MAB		
Home Health Care Expenses	Covered 90%** of CC			Covered 90%**			
Skilled Nursing Facility Expenses	100% eligible expenses for medical services up to 730 the number of days in hos	days red			up to 730	r room and board and other days reduced by 2 times pital.	
Hospice Care Expenses	Covered 100% of CC			Covered 100% o	f MAB		
Durable Medical Equipment and Medical Supplies Expenses	Covered 90%** of CC			Covered 90%**	of MAB		
Prosthetic Devices and Orthotics Expenses	Covered 75%** of CC			Covered 75%**	of MAB		
Survivor Health Benefits	Provides up to 36 months prescription drug coverage dependent children of part actively covered under a la package. Coverage will me to the deceased participan group.	e for eligi icipants v ACTWF i irror the l	ble spouses and who die while medical benefits benefits provided	prescription drug dependent childr actively covered package. Covera	coverage en of part under a M ge will m	of free medical and e for eligible spouses and icipants who die while ACTWF medical benefits irror the benefits provided it's MCTWF participating	
New Rx2 Prescription Drug Benefit			Caremark Pha	rmacy Network			
The state of the s	Covered in full after the be	low anni			or mail o	rder pharmacy	
	Retail & Mail Up to 34 days	Ret 3	ail 90 & Mail 5 - 60 days	Retail 90 61 - 90 da)	Mail 61 - 90 days	
Generic Preferred Brand Noa-Preferred Brand		\$20 cops \$40 cops \$70 cops	ay	\$30 copay \$60 copay \$105 copay	\$20 copay \$45 copay \$80 copay		
Dental Benefit	Delta Dental PPO Net	Delta Dental Pr	l Premier Network Non-Delta Dental Netwo				
Dental Package 1	Dental: Class I & II cover full; Class III 90% of CC. maximum \$2,100 per pers Orthodontic: 85% of CC \$3,500 lifetime per adult/c	full; Class III 85% maximum \$2,000 Orthodontic: 85% \$3,500 lifetime pe	per person. % of CC up to er adult/child. Annual maximum \$2,000 per person. Orthodontic: 50% of MAB up \$2,000 lifetime per child.				
Standard Vision Benefit	EyeMed Vi	sion Netv	vork	Non-	EyeMed '	Vision Network	
Vision	One exam and one vision person per calendar year covered up to retail value responsible for any charge discount. 100% of CC for bifocal, trifocal or lenticul progressive lenses after a lenses, \$72 for Premium Termium Tier 2 lenses, \$72 for Premium Termium Tier 2 lenses, \$12 for Premium Tiper pair of polycarbonate \$120 for contact lenses; yearges in excess after a l conventional contact lense disposable contact lense disposable contact lense contactsdirect.com. 100% fitting; you are responsible contact lens fitting and fol price less 10% for premiu follow-up. Up to \$250 per vision correction (Lasik o Network; you are responsible Network; you are responsexcess after a 15% discoupromotional price (whiches have purchased together or apparately option cannot be later replaced with covered w	Exam 100 of \$150, y of	% of CC. Frames you are so after a 20% ear plastic single, 100% of CC for \$42 for Standard less, \$82 for emium Tier 3 less \$120 es. 100% of CC der age 19. Up to ponsible for any unt for count for litional contact chased through r contact lens 10 for standard or for the retail is lens fitting and iffetime for laser om U.S. Laser ny charges in or 5% off the were?	person per calent to \$75. Up to \$50 lenses, up to \$60 for pair of trifoci lenticular lenses. Up to \$80 for co lens fitting. Up t vision correction	dar year. It of for pair of for pair of all lenses, it No cover ntact lense of \$250 pe	correction option 1 per Exam up to \$50. Frames up of clear plastic single of clear plastic single of bifocal lenses, up to \$70 and up to \$70 for pair of rage for progressive lenses. No coverage for contact or eye per lifetime for laser either (a) coe pair of lenses and fitting, or (c) leser the Coverage for one such annual vision maps for another vision option.	
Other Benefit(s)			verage				
	Benefit Bank Weeks Receive 6 benefit bank weeks for the period of 04/01/2021 through 3/31/2024.***						

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the benefit package maximum payable amount, subject to deductible, coinsurance and co-payments.

- In accordance with the Affordable Care Act, effective January 1, 2017, all MCTWF Actives Plan medical and prescription drug benefits combined in-network out-of-pocket costs are subject to calendar year limits. Out-of-pocket costs refer to deductibles, copay and coinsurance amounts (but not contribution payments, or out-of-network cost-sharing or balance bill payments). Once a calendar year limit is reached, coverage must be provided for the balance of the year without further out-of-pocket costs for in-network medical and prescription drug benefits. The limits for 2021 are \$8,550 per individual and \$17,100 per family member accumulations toward these statutory out-of-pocket cost limits are tracked on each MCTWF Explanation of Benefits (EOB) form and in each MCTWF Participant Portal account.
- ** The co-payments and/or coinsurance payments for these services apply toward the annual out-of-pocket maximum.
- *** Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF benefit package with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

Eligibility for auto-related accidental injuries or illnesses under your MCTWF benefit package will be available only to the extent that claims resulting from the accident are in excess of the greater of (1) the required insurance coverage or other financial protection required under applicable state law, or (2) the benefit limits of any other insurance under which the individual is entitled to coverage. MCTWF will provide benefits pursuant to a signed MCTWF Assignment, Subrogation and Reimbursement Agreement, contingent upon the submission of proof that benefits have been exhausted through the auto carrier and/or other insurance available. MCTWF does not provide Qualified Health Coverage.

If you are the operator or occupant of a rental vehicle and other medical coverage is available, no MCTWF benefits will be paid for auto-related accidental injuries or illnesses.

This Schedule of Benefits is not a full statement of covered services under your benefit package. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Member Services Call Center for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund 2700 Trumbull Avenue, Detroit, Michigan 48216 (313) 964-2400 or (800) 572-7687 Alternative Outage Number (800) 482-2219 www.mctwf.org



Benefit Package 737 New Key 3, \$10/\$20/\$35 Prescription

BENEFIT OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
	Effective Date 04/02/2023				18 - H
Base Medical Benefits	New Key 3	\$120.50	\$241.00	\$289.20	\$361.50
Prescription Drug Benefits	New Rx2	\$30.75	\$61.55	\$73.85	\$92.30
Package 737	Total Weekly Rate Eff. 04/02/23	\$151.25	\$302.55	\$363.05	\$453.80
	Effective Date 03/31/2024				
Base Medical Benefits	New Key 3	\$127.75	\$255.45	\$306.55	\$383.20
Prescription Drug Benefits	New Rx2	\$32.70	\$65.40	\$78.50	\$98.15
Package 737	Total Weekly Rate Eff. 03/31/24	\$160.45	\$320.85	\$385.05	\$481.35
	Effective Date 03/30/2025				
Base Medical Benefits	New Key 3	\$133.60	\$267.25	\$320.70	\$400.85
Prescription Drug Benefits	New Rx2	\$34.15	\$68.30	\$81.95	\$102.45
Package 737	Total Weekly Rate Eff. 03/30/25	\$167.75	\$335.55	\$402.65	\$503.30
	Effective Date 03/29/2026				
Base Medical Benefits	New Key 3	\$139.75	\$279.45	\$335.35	\$419.20
Prescription Drug Benefits	New Rx2	\$35.25	\$70.45	\$84.55	\$105.70
Package 737	Total Weekly Rate Eff. 03/29/26	\$175.00	\$349.90	\$419.90	\$524.90

Southwest Licking Schools Teamsters Local Union 413 March 2024

Michigan Conference of Teamsters Welfare Fund



Schedule of Benefits Benefit Package 127

Date Inquired About: 6/15/2021 Today's Date: 6/15/2021

Effective January 2021



Michigan Conference of Teamsters Welfare Fund (MCTWF) Benefit Package 127 SCHEDULE OF BENEFITS

Dental Benefit	Delta Dental PPO Network	Delta Dental Pr	emier Network	Non-Delta Dental Network		
Dental Package 2	Dental: Class I covered in full; Class II 100% in excess of deductible; Class III 90% of CC in excess of deductible. Class II & Class III \$50 per person and \$100 per family annual deductible. Annual maximum \$1,600 per person. Orthodontic: None	Dental: Class I co Class II 100% in e deductible; Class excess of deductit Class III \$50 per p per family annual Annual maximum person. Orthodontic: No	excess of III 85% of CC in ole. Class II & person and \$100 deductible. a \$1,500 per	Dental: Class I 100% of MAB; Class II 100% of MAB in excess of deductible; Class III 85% of MAB in excess of deductible. Class II & Class III \$50 per person and \$100 per family annual deductible. Annual maximum \$1,500 per person. Orthodontic: None		
Standard Vision Benefit	EyeMed Vision Netv	work	Non-	EyeMed Vision Network		
Vision	One exam and one vision correction person per calendar year. Exam 100 covered up to retail value of \$150, responsible for any charges in exce discount. 100% of CC for pair of cibifocal, trifocal or lenticular lenses progressive lenses after a copay of lenses, \$72 for Premium Tier 1 lense promium Tier 2 lenses, \$107 for Pr lenses, or \$42 plus 80% of charges allowance for Premium Tier 4 lens per pair of polycarbonate lenses us \$120 for contact lenses; you are rescharges in excess after a 15% disco conventional contact lenses (no disidisposable contact lenses (no disidisposable contact lenses are pur contactsdirect.com. 100% of CC fifting; you are responsible up to \$contact lenses 10% for premium contact follow-up. Up to \$250 per eye per vision correction (Lasik or PRK) finetwork; you are responsible for a excess after a 15% discount of CC promotional price (whichever is lot 1 a vision correction (tense), (volunte le whether purbased together or spentacly (volunte le vision correction for one or both eyes hother Covenage option counts to the replaced with covenige for another persons or the post of the vision correction for one or both eyes hother Covenage option counts to let replaced with covening or another tenses or seed to the covenage option counts to let replaced with covening or manufactors.	0% of CC. Frames you are ss after a 20% lear plastic single, 100% of CC for \$42 for Standard ses, \$82 for emium Tier 3 less \$120 es. 100% of CC der age 19. Up to toponsible for any unit for count for ditional contact chased through or contact lens 40 for standard or for the retail its lens fitting and lifetime for laser om U.S. Laser ny charges in or 5% off the were from en walk munut vision for the room of the count for or the retail to the standard or for the standard o	person per calend to \$75. Up to \$50 lenses, up to \$60 for pair of trifoca lenticular lenses. Up to \$80 for con lens fitting. Up to vision correction option whether purchased together vision correction for one of	ne vision correction option 1 per far year. Exam up to \$50. Frames up 0 for pair of clear plastic single for pair of bifocal lenses, up to \$70 il lenses, and up to \$70 for pair of No coverage for progressive lenses. No coverage for contact lenses. No coverage for contact of \$250 per eye per lifetime for laser. In in defined as either (s) one pair of lenses and frames, or esparably, (b) contact lenses and fitting, or (c) lisser to the year. Not: Coverage for one sub annual vision seed with coverage for another vision option.		

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Dental & Optical Package 2

BENEFIT OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
	Effective Date 04/02/2023				
Stand-Alone Plans	Dental & Optical Package 2 (D&O2)				
Standard Package 127: Dental & Optical Package 2 (D&O2)	Total Weekly Rate Eff. 04/02/23	\$9.80	\$19.65	\$23.55	\$29.45
	Effective Date 03/31/2024			1185	
Stand-Alone Plans	Dental & Optical Package 2 (D&O2)				
Standard Package 127: Dental & Optical Package 2 (D&O2)	Total Weekly Rate Eff. 03/31/24	\$9.85	\$19.65	\$23.60	\$29.50
	Effective Date 03/30/2025				
Stand-Alone Plans	Dental & Optical Package 2 (D&O2)				
Standard Package 127: Dental & Optical Package 2 (D&O2)	Total Weekly Rate Eff. 03/30/25	\$9.80	\$19.65	\$23.55	\$29.45
	Effective Date 03/29/2026				
Stand-Alone Plans	Dental & Optical Package 2 (D&O2)				
Standard Package 127: Dental & Optical Package 2 (D&O2)	Total Weekly Rate Eff. 03/29/26	\$9.90	\$19.75	\$23.70	\$29.65

Southwest Licking Schools Teamsters Local Union 413 March 2024