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**AGREEMENT**  
  
**BETWEEN THE**  
  
**NORTHERN LOCAL SCHOOLS**

**And the**  
  
**OHIO ASSOCIATION OF PUBLIC**  
  
**SCHOOL EMPLOYEES**  
  
**AND ITS**  
  
**LOCAL #359**

**AUGUST 1, 2008 – JULY 31, 2011**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
1	RECOGNITION	1
2	COVERAGE	2
3	SUBMISSION OF ISSUES	2
4	RIGHTS OF INDIVIDUALS	2
5	NEGOTIATING TEAMS	2
6	NEGOTIATING MEETINGS	3
7	CAUCUS	3
8	EXCHANGE OF INFORMATION	4
9	CONSULTANTS	4
10	PROGRESS REPORTS	4
11	AGREEMENT	4
12	IMPASSE PROCEDURE	4
13	FURTHER TERMS OF AGREEMENT	5
14	CONSISTENT WITH LAW	5
15	GRIEVANCE PROCEDURE	6
16	IMPLEMENTATION AND AMENDMENT	7
17	UNION RIGHTS	8
18	LABOR MANAGEMENT COMMITTEE	9
19	SAFETY COMMITTEE	9
20	BID PROCEDURE	9
21	LAYOFF AND RECALL	11
22	SICK LEAVE	13
23	PERSONAL DAYS	14

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
24	ASSAULT LEAVE	14
25	MATERNITY/CHILD NURTURING LEAVE	15
26	JURY DUTY	15
27	CALAMITY DAY	15
28	LEAVE OF ABSENCE	16
29	BEREAVEMENT LEAVE	16
30	OAPSE LEAVE	17
31	OAPSE WORKSHOPS	17
32	EMPLOYEE IN-SERVICE	17
33	INSURANCE	17
34	SEVERANCE PAY	19
35	VACATION	20
36	HOLIDAYS	21
37	OVERTIME/EXTRA TRIPS	21
38	REPORT PAY	24
39	HOURS OF WORK	25
40	BUS DRIVER TIME DETERMINATION	25
41	PAYROLL DEDUCTIONS	26
42	FAIR SHARE FEE	26
43	PAYROLL DEDUCTIONS FOR INSURANCE	27
44	PAYDAYS	27
45	TRAVEL ALLOWANCE	27
46	CLASSIFICATION PAY	27

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
47	POLICY HANDBOOK	28
48	MANAGEMENT RIGHTS	28
49	SUBCONTRACTING	28
50	PHYSICAL EXAMINATIONS	28
51	WORKER'S COMPENSATION	28
52	DISCIPLINARY ACTION AND REPRIMANDS	29
53	DRIVERS ABSTRACT	30
54	COMMUNITY SERVICE	30
55	WAGES	30
56	RETIREMENT PICKUP SALARY REDUCTION METHOD	42
57	COURSE OF WORK REMIBURSEMENT	42
58	MISCELLANEOUS	43
59	PEOPLE PAYROLL DEDUCTION	43
60	DURATION	44

**PREAMBLE**

This Agreement is entered into by and between the Northern Local School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #359 (hereinafter "Union").

**ARTICLE 1**  
**RECOGNITION**

1.1 The Board recognizes Local #359 of the Ohio Association of Public School Employees as the sole and exclusive representative of all non-teaching personnel to include all full-time and regular short-hour employees in the following classifications:

- A. Custodian I
- B. Custodian II
- C. Head Cooks
- D. Bus Drivers
- E. Nurses Aide
- F. Library Technicians
- G. Educational Assistants
- H. Secretaries
- I. Interpreter/Attendant
- J. Bus Mechanics
- K. Assistant Bus Mechanic
- L. Cooks
- M. Hearing Impaired Transporter

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LOCAL EMPLOYMENT  
RELATIONS BOARD

1.2 Excluded from the bargaining unit are administrative and supervisory personnel, secretary to the Superintendent, employees in the Treasurer's office and substitute personnel. "Administrative and supervisory personnel" shall include any employee having authority to responsibly direct other employees (not including working foreman) and authority to hire, transfer, assign, promote, discharge or discipline other such employees, or to effectively recommend such action.

1.3 In the event that a new classification or position is created, the employer and the Union will meet to determine whether such classification is included in the bargaining unit. If the classification is included in the bargaining unit, the parties shall negotiate a salary schedule and other applicable language for the new classification. If the parties cannot reach agreement within ten (10) days on the inclusion of the new classification in the bargaining unit, either party shall have the option to declare impasse. The parties shall jointly prepare for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).

- 1.4 For the purpose of this Agreement, Section I shall be considered as a combined single unit.
- 1.5 The term "employee", as used in this Agreement, shall refer to those persons included in the bargaining unit.

**ARTICLE 2**  
**COVERAGE**

- 2.1 The Union has bargaining rights for all employees in the bargaining unit on the following negotiable issues, which shall include: wages, hours, terms and other conditions of employment, and the continuation, modification, and deletion of an existing provision of this Negotiated Agreement.

**ARTICLE 3**  
**SUBMISSION OF ISSUES**

- 3.1 Issues proposed for negotiations shall not be submitted sooner than 120 days from the expiration of the contract, and shall be submitted in writing by the Union to the Superintendent or his designated representative, or by the Superintendent to the Chairman of the Union or his designated representative. The requesting party shall file a Notice To Negotiate with the State Employment Relations Board within a period of not more than 120 days nor less than 60 days from the expiration of this Agreement.

**ARTICLE 4**  
**RIGHTS OF INDIVIDUALS**

- 4.1 Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education and the Union.

**ARTICLE 5**  
**NEGOTIATING TEAMS**

- 5.1 The Board or designated representative(s) of the Board will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams each not to exceed five (5) members. Neither party in any negotiations shall have any control over the selections of the negotiation or bargaining representatives of the other party.

- 5.2 While no final agreement shall be executed without ratification by the Union and the Board, the parties actually pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.

## **ARTICLE 6**

### **NEGOTIATION MEETINGS**

- 6.1 Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will establish a mutually agreeable site, date, and time for the meeting.
- 6.2 All days referred to herein shall be construed as school days so designated in the calendar adopted by the Board of Education. Any procedure which would involve non-school days would require mutual agreement.
- 6.3 Once the meeting date, time, and place has been established by both parties, the following procedure will be used:
- In the first meeting, the Union will present their written proposals and give an explanation.
- The second meeting will be scheduled to allow the Board sufficient time to study the proposal and to prepare additional issues upon which it may wish to negotiate.
- Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached.
- 6.4 "Good Faith" Negotiations – "Good Faith" requires that the Union and the Board will be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

## **ARTICLE 7**

### **CAUCUS**

- 7.1 Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.

**ARTICLE 8**  
**EXCHANGE OF INFORMATION**

- 8.1 The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all available regularly and routinely prepared information pertinent to the issues under negotiations, such as financial condition of the district. The Board and the Union will incur no special expense in providing such information to the other party.

**ARTICLE 9**  
**CONSULTANTS**

- 9.1 In addition to said teams, each team shall be authorized to admit two (2) consultants to such meeting. Such consultants would be in addition to the two (2) observers permitted in Article 5, Section 5.2. Consultants may interchange with members of the team as may be desired by each team. When outside consultants are to be admitted, negotiating teams must be notified one (1) week prior to the meeting.

**ARTICLE 10**  
**PROGRESS REPORTS**

- 10.1 Periodic written report may be issued during negotiations to the public provided that any such release shall have prior approval of both parties.

**ARTICLE 11**  
**AGREEMENT**

- 11.1 When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board for its approval. When approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- 11.2 Within thirty (30) days from the time the Agreement, ratified by the Union, is presented to the Board, the Board shall take action upon the recommendations submitted.

**ARTICLE 12**  
**IMPASSE PROCEDURE**

- 12.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

- 12.2 Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- 12.3 If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- 12.4 The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- 12.5 The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 12.6 The mediator has no authority to recommend or to bind either party to an agreement.
- 12.7 The mediation period shall end with the expiration date of this Agreement unless mutually extended to a date certain by the parties.

**ARTILCE 13**  
**FUTURE TERMS OF AGREEMENT**

- 13.1 Any agreement reached and accepted by the Union and the Board shall supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with such agreement. All further employees shall be employed expressly subject to terms of such Agreement.

**ARTICLE 14**  
**CONSISTENCY WITH LAW**

- 14.1 If any provision of this Agreement shall be found contrary to Law, such provisions shall not be deemed to be valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. If it is actually agreed, if changes are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

- 15.1 A "grievance" is a complaint involving an alleged violation, misapplication, or misinterpretation of a written provision of the Agreement between the Board and the Union.

A "grievant" may be an employee or group of employees (classification).

An employee filing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

15.2. STEP 1

Any employee who has a grievance shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level. The employee must request the meeting within twenty (20) workdays of the time that he/she became aware of or should have been aware of the incident giving rise to the grievance.

STEP 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days. He/she shall set forth his/her complaint in writing (Form A) to the principal/supervisor. The principal/supervisor shall communicate his/her decision to the employee in writing (Form B) within three (3) school days of receipt of written complaint.

STEP 3

The employee may appeal the principal's/supervisor's decision to the Superintendent of Schools, provided that the appeal is filed with the Superintendent within five (5) working days of receipt of the principal's/supervisor's written answer. The appeal to the Superintendent must be made in writing (Form C), and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal/supervisor. The Superintendent shall hold a hearing on the grievance, within five (5) work days of receiving the employee's appeal. The employee may be accompanied by a Union representative, if the employee so chooses. The Superintendent shall communicate his decision in writing (Form D), along with supporting reasons, to the employee, OAPSE, and the principal/supervisor within five (5) working days of receipt of appeal.

STEP 4

If the grievance is not resolved to the employee's satisfaction he/she may request a review by the Board of Education, provided that the appeal is filed with the Superintendent within 10 days of receipt of the Superintendent's written

answer. The request shall be submitted in writing through the Superintendent of Schools who shall attach related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days. The employee may be accompanied by a Union representative if the employee so chooses.

#### STEP 5

If the grievance is not resolved to the employee's satisfaction, he/she may request the Union to submit the grievance to Grievance Mediation. The Board and the Union shall mutually request the services of a Federal Mediator through the services of FMCS. The parties also mutually agree that the grievance will be held in abeyance until a meeting with the mediator has occurred. If the grievance is not resolved at such meeting, the Union may submit the grievance to binding arbitration as stated in Step 5.

#### STEP 6

Arbitration must be requested within fifteen (15) work days after receipt of the written answer from the Board of Education (Form F).

Within ten (10) working days after the notice requesting arbitration has been served on the Board of Education, the parties immediately and jointly shall request the Federal Mediation and Conciliation Services to submit to them a panel of fifteen (15) arbitrators from which the Board and the Union shall alternately strike names until one name remains, and this person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall not have the power to add to, subtract from, or modify this Agreement.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted.

The cost for the service of the arbitrator shall be equally borne by the Board and the Union.

### **ARTICLE 16**

### **IMPLEMENTATION AND AMENDMENT**

- 16.1 This Agreement shall become effective upon its approval by the Union and the Board. It may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) working days following a written request for such meeting by either party.

Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period.

## **ARTICLE 17** **UNION RIGHTS**

- 17.1 The Union shall have the right to use a school building for meetings without the cost to the Union. Meeting dates must be scheduled in advance with the building principal. Such meetings shall not interfere nor interrupt normal instructional programs, school operations, or other previously scheduled activities or meetings.
- 17.2 The President of the Union shall make the necessary arrangements for the opening and securing of the requested building. Arrangements shall also be made at the Junior/Senior High School building when meetings may interfere with the security system schedule.
- 17.3 The Union officers and building representatives shall have the right to use facilities and office equipment that is the property of the Board. Only a secretary of the building where equipment is used may operate the equipment. The Union shall furnish all consumable items to uses and shall pay all equipment repairs due to damage resulting from member misuse or negligence. Equipment use shall be limited to local purposes only.
- 17.4 The Union shall have the right to use bulletin boards in designated workrooms to disseminate information to members.
- 17.5 The Union shall have the right to use the inter-school mail system in the schools' offices to distribute Union bulletins, newsletters, or other circulars. A copy of each item of circulation will be provided to the building principal.
- 17.6 The Union President shall have the right to call a meeting of Union members within the buildings, but not on school time unless authorized in advance in advance by the administration.
- 17.7 The President of the Union, or designated local representative, shall be permitted to visit schools provided such visits do not interfere with employee work time, including the President or the designated representative.
- 17.8 Employees working a second shift will be released without loss of pay to attend a ratification meeting on a successor agreement.
- 17.9 The Union President, or designated local representative, shall be provided: copies of Board meeting agendas before the Board meeting and Board meeting minutes and public record financial reports upon specific request. Copies of the appropriations and budget, at a reasonable reproduction cost, as soon as it is

feasible after such forms are filed with the law. Copies of any other item of public record, upon specific request, at a reasonable cost of reproduction.

**ARTICLE 18**  
**LABOR MANAGEMENT COMMITTEE**

- 18.1 A Labor-Management Committee relationship shall be formed consisting of no more than three (3) members of the Union, and three (3) representatives of the Board of Education. This committee shall have an ongoing status for the purpose of discussing issues other than those addressed in the Agreement. Meetings shall be held when a situation warrants and shall take place outside the normal work day. The makeup of the respective representative groups may change depending on the nature of the issue. Such meeting shall be held within five (5) workdays of the initial request.

**ARTICLE 19**  
**SAFETY COMMITTEE**

- 19.1 A Safety Committee shall be formed consisting of no more than three (3) members of the Union and three (3) representatives of the Board. Representatives of the Board and the Union Safety Committee shall meet to decide issues concerning employment safety. Such meetings shall take place every other month, if necessary, or when an emergency situation warrants. Meetings shall be held at a mutually agreeable time and place within five (5) workdays after the initial meeting request.

A joint report of the action taken by the above committee shall be submitted to the Board of Education at its next regularly scheduled Board of Education meeting by both parties.

**ARTICLE 20**  
**BID PROCEDURE**

- 20.1 When a vacancy occurs in a classification, it shall be posted both electronically on-line and in a conspicuous place. A copy will also be given to the OAPSE Local President. In the case of a vacancy arising during the summer recess, the vacancy will also be listed by recording on a District telephone line that may be dialed by an interested employee. The posting will be for a period of five (5) working days. The bidding period shall commence the next workday following the last pay date.

The bid sheet shall be posted including the district office, high school office, all elementary offices, and bus garage for Northern Local employees only to sign. The bid sheet shall state the classification, number of hours, rate per hour, and location. Employees must sign the bid sheet at the administration office.

20.2 Following the completion and close of the bidding period, Northern Local applicants shall be interviewed and given equal consideration.

- A. In no event will an applicant be awarded a posted position if the award would result in the applicant's total regularly scheduled work hours exceeding forty (40) per workweek.
- B. The Board of Education shall make the final determination in filling the vacancy, and shall act on filling any vacancy at the next Board meeting. Such determination shall be based upon employing the most qualified individual available, with the bargaining unit, whether inside or outside the district.
- C. The employee bidding on a vacancy who is qualified, as determined by the Board of Education, to do the job and who has the greatest classification seniority shall be awarded the vacant position.
- D. In the event that no bid is received from employees in the classification where the vacancy exists, the bidding employee, who is qualified, the Board of Education, to do the job who has the greatest system seniority, shall be awarded the vacant position.
- E. The Board agrees that qualified Northern Local employees will be awarded the positions (vacancies) over qualified person not employee by NLSD.
- F. In the case of identical seniority and qualifications of two employees, the tie should be broken by:
  - 1. Date first worked as a regular district employee.
  - 2. Coin toss in the presence of the employee(s) affected, the Union President (or designee), and the Superintendent (or designee).

20.3 Employees who change positions or classifications through the bid procedure shall be placed on a pay step which is equal to their years of experience in the district.

Any and all newly hired employees may be hired up to Step 10 based on experience with another school district or experience in the private sector.

20.4 **Bus Routes:**

This bid procedure will apply to bus route assignments.

Bid procedure should also apply to express runs within the area to which the driver is assigned.

**ARTICLE 21**  
**LAYOFF AND RECALL**

- 21.1 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, or reorganization, the following procedures shall govern such layoffs.

The numbers of employees affected will be kept to a minimum, insofar as is practical, by not hiring replacements for employees who resign, retire, or otherwise vacate a position,

- 21.2 Whenever it becomes necessary to layoff employees by reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification. Authorized leaves of absences do not constitute an interruption in continuous service. In cases of identical seniority, the tie shall be broken by the following in the order stated:

- a. Date first worked as a regular district employee.
- b. Coin toss in presence of the employees affected, the Union President (or designee) and the Superintendent (or designee)

- 21.3 The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff.

A.	Custodian	F.	Library Tech	K. Asst. Bus Mechanic
B.	Custodian II	G.	Educational Asst.	L. Hearing Impaired
C.	Head Cooks	H.	Secretaries	Transporter
D.	Bus Drivers	I.	Interpreter Atten.	M. Nurses Aide
E.	Cooks	J.	Bus Mechanic	

- 21.4 The Board of Education shall determine in which classification the layoffs should occur and the number of employees to be laid off. In the classification of layoffs, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off. Twenty (20) days prior to a reduction in force, the Board shall notify the Local Union President of the upcoming layoffs and the necessity for it. The Board shall also prepare a list

of names, classification, and seniority dates of all affected employees to be laid off.

- 21.5 Upon a reduction in force, all provisional (temporary, casual/seasonal) and/or substitute employees shall be laid off first.
- 21.6 Each employee to be laid off shall be given fifteen (15) working days advance written notice of layoff. Each notice of layoff shall state the following:
- A. Reasons for the layoff or reduction.
  - B. The effective date of layoff.
  - C. A statement advising the employee of his/her rights for unemployment benefits and his/her reinstatement rights.
- 21.7 For the classification in which the layoff occurs, the Board shall prepare a reinstatement list, and names of all employee employed under probationary contracts shall be placed on the reinstatement list in reverse order of layoffs. The names of employees employed under the continuing contract status of employment should be placed on a separate reinstatement list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- 21.8 Vacancies which occur in the classification of layoff shall be offered in writing to the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement in writing shall be removed from the reinstatement name list.
- 21.9 The employee's name shall remain on the appropriate list for a period of three (3) years from the effective date of layoff. If reinstated from layoff during the period, such employee shall retain all previously accumulated seniority and a notice of reinstatement shall be made by certified mail.
- 21.10 An Employee scheduled for layoff in his/her current classification, who holds previous seniority in another classification, shall have the right to bump a less senior employee in the former classification, providing he/she has greater seniority in that classification than the current less senior employee. The employee may not displace employees in a classification if the employee does not meet the minimum qualifications of classification. The employee who elects to bump shall retain all rights to recall to the position in which the layoff occurred.
- 21.11 Employees who are displaced into a new classification or position as a result of the layoff procedure outlined above shall be paid at their current years of experience level in Northern Local in the new classification.

**ARTICLE 22**  
**SICK LEAVE**

- 22.1 Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year of the contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month.
- 22.2 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family (spouse, daughter, step-daughter, son, step-son, mother, father, step-mother, step-father, mother-in-law, father-in-law, grandchild, brother, sister, or any person residing in the home of the employee for whose care the employee has legal responsibility). Unused sick leave shall be accumulated to a maximum of 240 days.
- 22.3 Any accumulated sick leave of a person separated from any other public service shall be transferable.
- 22.4 Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the rate of the full-time employee
- 22.5 If sick leave is taken and medical attention was required, the Board may request a signed statement to justify the use of sick leave.
- 22.6 Sick leave may be used in one-half (1/2) day increments.
- 22.7 Any newly hired employee, or any employee who has exhausted his/her sick leave shall be entitled to an advancement of five (5) days of sick leave to be charged against the sick leave he/she subsequently earns.
- 22.8 The Board of Education shall continue to carry on payroll records of all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness, disability or injury (exc. Listed in paragraph 2 of this article) for the purpose of continued insurance coverage(s) which the employee may elect to maintain by making monthly payments in the amount of the monthly premium for medical, dental, vision (if applicable), and/or life insurance.
- 22.9 Anytime a bargaining unit member accumulates the maximum allowable sick leave days, any subsequently earned days shall be placed in a pool for use by other bargaining unit members when their sick leave days are exhausted. The maximum number of days carried in the pool shall be sixty (60) days.

Upon verification by a doctor that a member is unable, or it is inadvisable, to return to work, he/she shall draw up to twenty (20) additional sick leave days from the pool. A member must completely use fifteen (15) sick days before drawing from the pool a second time.

**ARTICLE 23**  
**PERSONAL DAYS**

- 23.1 The employee shall complete the necessary form (see Appendix) when requesting personal leave. Employees shall receive three (3) personal days per year. Without the completion of the form verifying the absence will be deducted from the employee's pay.
- 23.2 A bargaining unit member may elect to convert unused personal leave to one (1) day of sick leave for each one (1) day of unused personal leave or request monetary payment as follows:
- No personal days used - \$100.00
  - One personal day used - \$ 50.00
  - Two or more days used - \$ 0.00

**ARTICLE 24**  
**ASSAULT LEAVE**

- 24.1 The maximum number of days permitted in any one school year for assault leave would be twenty (20) days.
- 24.2 If a non-certified employee is assaulted during the performance of his/her assigned or required duties, and as a result is unable to perform his/her contract duties due to disability resulting from such assault, then such absence should be deducted from assault leave and not from either personal or accumulated sick leave. If more than one (1) day is to be used follow.
- 24.3 If more than one (1) day is to be used following any one assault, then the attending physician statement would be required.
- 24.4 The Superintendent will have authority to submit a list of three physicians from whom an employee could be required to obtain a statement verifying his/her disability to perform contract duties.

**ARTICLE 25**  
**MATERNITY/CHILD NURTURING LEAVE**

- 25.1 Any bargaining unit member giving birth to an infant, or adopting a child, shall be granted, if requested, on unpaid leave of absence, following the six weeks maternity disability leave, not to exceed two (2) calendar years in length. The bargaining unit member must resume work at the end of the semester in which the maternity disability leave ends or at the beginning of a school year. Notice will be given of this decision at the time leave is requested.

Note: With written verification, a bargaining unit member who has a due date during the first six weeks of school year may request the leave to begin the 1<sup>st</sup> day of the school year.

- 25.2 Upon returning to duty, the member shall not lose salary schedule placement, or seniority.
- 25.3 The request for Child Nurturing Leave must be made at least two weeks before the end of Maternity Disability Leave, or before July 10 if the leave is for the next school year.
- 25.4 A bargaining unit member who has been granted Child Nurturing Leave but decides to return to work must notify the Superintendent of this decision before a replacement employee has been offered a contract.

**ARTICLE 26**  
**JURY DUTY**

- 26.1 Any bargaining unit member that is required to serve jury duty shall be paid his/her regular rate of pay for all days served on such jury duty.
- 26.2 Such jury duty leave shall not be deducted from any other form of leave time to which bargaining unit members are entitled.
- 26.3 An employee subpoenaed to appear in court for reasons connected to the course and scope of the employee's employment by the Board will receive his/her regular pay for any regularly scheduled work time lost by reason of the court appearance.

**ARTICLE 27**  
**CALAMITY DAY**

- 27.1 All employees shall be paid their appropriate rate of pay for all days or part of day when schools in which they are employed are closed owing to an epidemic or other public calamity.

- 27.2 For purposes of this Article, "calamity day" means a day during which the schools are closed and for which no makeup day is required in order to satisfy the minimum school year prescribed by Section 3317.01 (8) of the Ohio Revised Code.
- 27.3 If an employee is required to perform work for the Board on a calamity day, he/she shall report to work and be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the calamity hours worked. The Superintendent or building principal may on any calamity day call any employee to perform duties included in his/her job classification.

**ARTICLE 28**  
**LEAVE OF ABSENCE**

- 28.1 Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years of educational or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 28.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while on leave.
- 28.3 If after the return of the employee from a leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.
- 28.4 Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

**ARTICLE 29**  
**BEREAVEMENT LEAVE**

- 29.1 In the case of death in the immediate family, employee's shall be granted up to and including three (3) days paid leave. If additional days are needed, up to three (3) additional days shall be taken from sick leave.
- 29.2 For the purpose of this article, immediate family shall mean: spouse, parents, children, spouse's parents, grandparents, grandchildren, brother, sister, stepparent, stepchildren, stepbrother, stepsister, brother-in-law, and sister-in-law, son-in-law, daughter-in-law.

**ARTICLE 30**  
**OAPSE LEAVE**

- 30.1 The Board agrees to permit duly elected delegates of OAPSE Local #359 leave of three (3) days to attend the OAPSE annual conference with continuity of salary. Said delegates shall include an OAPSE District Officer, Local Officer #359 president or his designee and two (2) additional elected delegate.

**ARTICLE 31**  
**OAPSE WORKSHOPS**

- 31.1 An employee may attend the Annual OAPSE District workshop without loss of pay provided such workshop is held on the same day (bus drivers, cooks, etc.) shall not be eligible for pay. If the school is in session on the day of the OAPSE workshop, only officers of Local #359 may attend without loss of pay. In order to be paid, employees must sign in at the beginning of the meeting. OAPSE shall keep a record of those attending and turn said record into the districts payroll department on the next scheduled work day.

**ARTICLE 32**  
**EMPLOYEE IN-SERVICE**

- 32.1 All employees shall attend in service sessions if scheduled for their classification at the Perry County Teachers Workshop. The regular days compensation will be paid.

**ARTICLE 33**  
**INSURANCE**  
**Hospitalization/Major Medical, Dental, Vision; (All insurances)**

- 33.1 During the term of this Agreement, the Board shall continue the current hospitalization/major medical insurance coverage based on the following payment plan:

A.	Hospital/Major Med/Dental, Vision	Employee	Board
	Single	10%	90%
	Family	10%	90%

- 33.2 Any employee who opts for insurance benefits will be subject to the 10% share in cost, with the further understanding that, where spouses are both Board-Employed as of July 1, 1999, the parties prior practice will remain in effect.

33.3 There shall be an 80% company, 20% employee co-payment plan with the following deductible and caps:

Deductible	Single \$200	Cap	\$500	(\$200 deduct = \$300)
	Family \$400	Cap	\$1000	(\$400 deduct = \$600)

33.4 Any funds in the self-insurance fund will remain in that fund unless, through negotiations, it is decided to apply monies from this fund in another area.

33.5 When the renewal premium for hospitalization insurance is more than the Board payments as listed in this article, meetings shall be held with bargaining unit members to explain cost containment features. After these meetings, the Union shall decide if cost containment features shall be adopted by the Board or if the current plan in effect should be continued.

33.6 **Life Insurance**

The Board shall provide all members of the bargaining unit with \$30,000 of term life insurance.

33.7 Any employee that has a contract with Northern Local Schools and works four (4) hours daily will be considered a full time employee.

33.8 The above insurance figures will be the cap that the employee pays during the term of the agreement.

33.9 Section 125 Plan

The Board shall implement a Section 125 Plan to enable employees to pay for their premium contribution with pre-tax dollars.

The administrative fee for the Section 125 Plan will be paid as follows: The Board shall pay the set-up fee and the annual administrative fee per participant for the Section 125 Plan.

**ARTICLE 34**  
**SEVERANCE PAY**

**34.1 Eligibility**

The employee actually retires from the Northern Local School District.

Retirement shall be defined as disability or service retirement as of his/her last date of employment with the Board.

The employee must be eligible for disability or service retirement as of his/her last date of employment with the Board.

The employee must, within 180 days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.

**34.2 Computation**

All sick leave earned while in the employment of the Northern Local District, as well as sick leave transferred, will be used in the computation.

Payment shall be based on the daily rate of pay for the basic contract under which one is employed during the last full year of employment. Supplemental contracts are excluded from this calculation.

Payment will be calculated upon one-fourth (1/4) of the employee's accumulated sick leave. The maximum payment allowed shall be one-fourth (1/4) of the employee's accumulated sick leave to the maximum of sixty (60) days.

**34.3 Payment**

Retirement severance pay shall be made only once to any employee. Employees who retire and receive retirement severance pay will not be eligible again for retirement pay a second time regardless of the employer at the time of such payment.

A separate check for retirement severance pay will be issued.

Payment shall be subject to all legal deductions.

In case of death of an eligible employee, payment shall be made to the beneficiary.

34.5 **General**

All sick leave accrued to any employee shall be canceled after retirement payment has been made.

**ARTICLE 35**  
**VACATION**

35.1 Vacation for 11 and 12 month employees shall be regulated by the following schedule:

1 to 5 years of experience	10 days
6 to 11 years of experience	15 days
12 to 17 years of experience	18 days
18 to 19 years of experience	19 days
20 & over years of experience	20 days

35.2 Employees with earned vacation of 15 days or more shall be allowed to take one (1) week of their vacation other than during the months of June, July, and August upon prior approval from the appropriate supervisor.

35.3 During the days that school is not in session, employees may be permitted to take five (5) days of vacation. Such vacation shall not occur the first two (2) or the last two (2) weeks of school.

35.4 Any employee with earned vacation may use the day after Christmas, New Year's Eve, and Good Friday for vacation.

35.5 Employees must give notification for vacation 5 days in advance or with mutual agreement with a supervisor.

35.6 For the purposes of the Article "years of experience" means year of experience as an 11 or 12 month employee in the District. However, should a 9 or 10 month employee with at least one (1) year of service move to an 11 or 12 month position, the employee will be credited with one (1) year of experience under this article so that the employee qualifies for ten (10) days of vacation during his/her first year as an 11 or 12 month employee.

**ARTICLE 36**  
**HOLIDAYS**

36.1 Nine and ten month employees shall be granted the following holidays with pay:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day

36.2 Eleven and twelve month employees shall be granted July 4<sup>th</sup> and Christmas Eve, in addition to the holidays stated above.

36.3 All twelve month employees scheduled to work on Good Friday may choose to use the day as a vacation day, a personal day, a day without compensatory time off.

Such usage may be used in a half-day increment.

**ARTICLE 37**  
**OVERTIME/EXTRA TRIPS**

37.1 All time worked over 40 hours per week shall be compensated at 1-1/2 times the employee's regular rate of pay. All Sunday work will be at one and one-half (1-1/2) times regular rate of pay.

**37.2 Transportation Employees**

- A. Drivers who wish to be eligible for extra trips shall sign the appropriate list provided by the Transportation Supervisor at the preschool bus drivers meeting. Names can be added or deleted after school starts if requested in writing to the Supervisor by that driver. A copy of the list, and any updated list, will be posted.
- B. All drivers have the option to refuse an extra trip. Any employee who so chooses will be placed at the bottom of the extra trip list. For purposes of equitable distribution of overtime, time refused on this basis will be credited as overtime worked. All trips will be offered on a rotation basis. All interested drivers will be placed on a roster according to their seniority. Drivers may check the Transportation Supervisor's calendar and/or the index cards (provided the Supervisor is present) used to document the awarding of extra trips.

- C. When an extracurricular or special activity time will definitely cause the driver (or drivers) to work in excess of forty (40) hours, the Administration shall have the option to go to the highest employee on the list who will not go into overtime hours due to working the extracurricular or special activity.
- D. A driver may have on (1) field trip of their choice per year, providing sufficient notice is given to the supervisor before the trip is assigned to another driver. If the trip occurs during their regular route, a sub will be used for the route. The driver's pay will be based on the hours worked. A list of upcoming trips will be posted, in the transportation supervisor's office and bus garage break room, as soon as possible after the Transportation Supervisor receives the trip permit.
- E. A driver who takes an overnight field trip will be paid for all hours from the time of departure from the bus storage area to the time of arrival at the overnight accommodation, and then from the time of departure from such overnight accommodation to the time of arrival back at the bus storage area.
- F. When a driver is assigned a trip and that trip is canceled the responsible administrator shall attempt to contact the driver and assign the next available trip to that driver. If contact cannot be made and the driver reports for the canceled trip, he/she shall receive two (2) hours pay.
- G. A driver shall receive his/her regular rate of pay from the time they leave storage until they return, except as stated in Section D above.

Pre-Trip Language – All trips taken on week-end & holidays shall receive one-half (1/2) hour pre-trip clean-up and fueling.

- H. If a driver (or drivers) is attending an all day event, they will be permitted to take one bus to a nearby restaurant unless food is available at the event.
- I. Discipline on buses shall be handled by the driver and/or employee supervising the students according to the Board policy and state statutes.
- J. A driver shall have final authority in making stops on a trip depending on weather and parking facilities.
- K. A driver shall be consulted on making stops with regard to time of night, length of trip, or related conditions.
- L. The Board expressly reserves the right to use other means of transportation when it is deemed impracticable by the Board and/or Administration to use district owned vehicles.

- M. If the driver is told on an extra trip to leave students, to home and come back later to pick them up, the driver will be paid a minimum of four (4) hours that day.
- N. If a driver takes students to an activity and he/she will not be needed for the return trip, the Board will pay a minimum of 2 hours.
- O. A bus driver will receive his/her regular rate of pay for hours needed for CDL certification and re-certification and the fee for his/her CDL renewal; provided, however, that in order to qualify for this benefit the driver must commit to remain as a driver in the District for at least one (1) full school year immediately following receipt of such assistance. If a driver fails to fulfill his/her post-assistance work commitment, the Board may recoup its expense from the employee's last pay.

### 37.3 **Overtime – Building Based Employees**

- A. Full-time and short hour employees shall be assigned work within their classification beyond hours for which they are regularly scheduled before temporary, seasonal and/or casual employees, and substitute employees are assigned the work. Overtime will be distributed within a classification on an equitable basis from a list which shall initially be established in order of seniority.
- B. All employees shall have the option to work overtime. Any employee who chooses not to work overtime shall be placed at the bottom of the overtime list. For purposes of equitable distribution of overtime, time refused on this basis will be credited as overtime worked.
- C. Employees may request in writing to be removed from the overtime list. Reinstatement to the list must also be in writing. Reinstatement shall be to the bottom of the list.
- D. If an employee is on authorized leave, if the employee or member of the employee's family cannot be contacted, or if the employee is passed over because the time factor is critical, it shall not be considered a refusal to work overtime, and the employee shall not be placed at the bottom of the list, but shall remain in his/her respective position on this list.
- E. A separate overtime rotation list shall be posted in a conspicuous place in all school buildings and the bus garage. (Overtime must first be offered to employees assigned to the buildings where work is scheduled).
- F. Only one (1) custodian shall be on duty when simultaneous activities are scheduled in a junior and senior high school buildings.
- G. A system wide overtime, by classification, list shall also be maintained in case that overtime must be assigned to employees outside of the work

location. Such list shall also be posted in a conspicuous place in all school buildings and the bus garage.

- H. All Sunday work will be at 1-1/2 times regular rate of pay.

Note: Seniority shall be defined as the uninterrupted length of continuous service within a classification for the purpose of overtime.

- I. Equitable distribution shall be defined to mean within each eligible classification.

#### 37.4 **Miscellaneous**

- A. During any extracurricular activity or special function where a building(s) or any of its facilities are in use, a custodian shall be on duty during the entire time.
- B. During any extracurricular activity or special function where the cafeteria facilities are used a banquet coordinator shall be on duty during the time the kitchen is in use.
- C. The custodian shall, at the direction of the building principal or the person in charge of any aspect of the extracurricular activity, perform required custodial duties as necessary for the extracurricular activity or special activity. All other duty time will be used to perform regular custodian tasks listed on the employee's job description.
- D. The cafeteria employee shall at the direction of the building principal or the person in charge of any aspect of the extracurricular activity, perform required cafeteria duties as necessary for the extracurricular activity or special activity. All other duty time will be used to perform regular cafeteria tasks listed on the employee's job description.
- E. Employees in one classification if time permits, may be used as substitutes in other classification. Employees may be utilized for after school or summer work as needed. Pay for this work will be at the employee's regular rate of pay.

### **ARTICLE 38** **REPORT PAY**

- 38.1 When an employee is requested, by the appropriate supervisor, to report on a nonscheduled day, or to return after the end of a work day in an emergency situation, that employee shall receive a minimum pay equal to four (4) hours at his/her regular rate of pay, unless such time includes overtime at which time the

employee shall receive the greater of four (4) hours regular pay or time and one-half (1-1/2) his/her regular rate of pay for the actual hours worked.

This Article shall not apply to extracurricular duty schedules.

### **ARTICLE 39** **HOURS OF WORK**

- 39.1 All Employees shall receive a salary notice in writing which includes the following data: hourly rate of pay, salary per year, hours to be worked per week, number of paid days, and paid holidays. The exception to this shall be notification of hours for bus drivers. Such notification shall take place no later than the third week of the school year.

### **ARTICLE 40** **BUS DRIVER TIME DETERMINATION**

- 40.1 During the second or third week of school, each driver shall accurately complete a daily driving time sheet as provided by the Administration. Upon administrative approval, each driver shall be paid according to the daily hours recorded on this time sheet.
- 40.2 When Route changes occur during the school year which adds time to the route, the following adjustments will be made:
- 10 minutes additional time – add ¼ hour to paid time
  - 23 minutes additional time – add ½ hour to paid time
  - 38 minutes additional time – add ¾ hour to paid time
- 40.3 When route changes occur during the school year which reduce time of a route the hours of pay will be reduced in ¼ hour amounts according to the actual minutes of time decrease.
- 40.4 Transportation Supervisor or an administrator. Should the time as determined by this check differ from the time turned in by the driver on the first of the year time sheet, an adjustment in the daily hours paid will be made if the difference cannot be adequately explained.
- 40.5 When adjustments are made, the Treasurer will calculate the annual salary according to the new daily hours, deduct the salary paid to date, and prorate the salary balance over the remaining pay periods for the contract year.
- 40.6 One-half (1/2) hour per day shall be added to each driver's actual driving time for purposes of pre-trip requirements, checking, cleaning, servicing, gassing, etc.

**ARTICLE 41**  
**PAYROLL DEDUCTIONS**

- 41.1 The Board agrees to deduct from the pay of employees dues for the Union of Public School Employees (OAPSE) and for Local #359, when so authorized in writing by an employee.
- 41.2 Payroll deductions shall be continuous and shall be revocable by written notice ten (10) days prior to August 31.
- 41.3 OAPSE membership dues shall be deducted from the employee's pay in ten (10) equal deductions starting with the first paycheck in October.
- 41.4 Individual authorization forms agreed upon by the clerk and OAPSE #359 shall be furnished by the local Union, and when executed, shall be filed by the local chapter with the school district clerk.
- 41.5 The Board agrees not to honor any dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization.

**ARTICLE 42**  
**FAIR SHARE FEE**

- 42.1 All employees in the bargaining unit hired after July 31, 1984, but excluding unit members employed prior to July 31, 1984, shall either be members of the Union or pay a service fee equal to the Union dues.
- 42.2 Employees shall make payment by dues deduction according to Article 41. Employees hired during the term of this agreement shall, within 45 days of employment, pay to the Union via payroll deduction, the service fee calculated on a pro rata basis from date of employment through the next August 31; employees on or before September 30 each year if such employees do not authorize deductions.
- 42.3 The Union shall indemnify and hold harmless the Board of Education, District Treasurer, their agents, or assigns against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with any of the provisions of this Article.
- 42.4 It shall be the responsibility of the Union to prescribe an internal reduction/rebate procedure for rebate of money or reduction of fees, such that monies spent on political or ideological matters opposed by the employee which are not related to the purposes or enforcing or negotiating the Agreement or grievances are not reflected in such a fee.

**ARTICLE 43**  
**PAYROLL DEDUCTIONS FOR INSURANCE**

- 43.1 The Board agrees that any employee who is required to pay a portion of an insurance plan may do so through payroll deduction.

**ARTICLE 44**  
**PAYDAYS**

- 44.1 Each employee's annual pay shall be calculated and paid in twenty-six (26) equal installments, with the further understanding that, by operation of the calendar, a three-week hiatus between pays will occur every several years in order to avoid a twenty-seventh (27<sup>th</sup>) pay. The Treasurer will give the Union President at least ninety (90) days advance written notice or as soon as possible of when the three-week hiatus will occur, and in no event will the hiatus occur in the months of December or January. It is further understood and agreed that in no event will the operation of this Section deprive an employee of any pay due for work performed.
- 44.2 When payday falls on a holiday, the preceding day shall be payday with the employee receiving his pay during the normal hours of his shift.

**ARTICLE 45**  
**TRAVEL ALLOWANCE**

- 45.1 Any employee required to use his/her own vehicle in performing assigned duties shall be reimbursed at the current IRS mileage rate.

**ARTICLE 46**  
**CLASSIFICATION PAY**

- 46.1 If an employee is requested, by his appropriate supervisor, to perform work normally performed by another employee in a higher classification, the employee shall be paid at the highest classification rate. When calculating the higher classification pay, the assigned employee shall be placed on his/her appropriate experience level within that classification.

**ARTICLE 47**  
**POLICY HANDBOOK**

- 47.1 The Board will provide one (1) policy handbook in each school building office. The Union will be provided with one (1) policy handbook. Such handbooks will be updated annually.

**ARTICLE 48**  
**MANAGEMENT RIGHTS**

- 48.1 The functions, rights, powers, responsibility and authority of the Board in regard to the management of the work force, the adoption of the policies, rules and regulations, and the operation of the district, not specifically limited or modified by an express provision or term of this agreement shall remain exclusively those of the Board.

**ARTICLE 49**  
**SUBCONTRACTING**

- 49.1 In the event the Board chooses to subcontract out any bargaining unit work which would cause a layoff or a reduction of regularly scheduled hours, the union shall be notified ninety (90) days in advance of such action and the parties will meet to discuss the effects of the decision to subcontract.

**ARTICLE 50**  
**PHYSICAL EXAMINATIONS**

- 50.1 The Board agrees that if an employee is required to have a physical examination, the Board of Education shall pay the full cost of the examination as conducted at the Perry County Health Department or at another medical facility as determined by the Board of Education.

A bus driver who is drug-tested pursuant to the requirement of applicable federal law will receive his/her regular rate for one (1) hour of time.

**ARTICLE 51**  
**WORKER'S COMPENSATION**

- 51.1 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.

- 51.2 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or a designated representative, and an application shall be filed with the Bureau of Worker's Compensation.

**ARTICLE 52**  
**DISCIPLINARY ACTION AND REPRIMANDS**

- 52.1 For the purpose of this Article, disciplinary action shall be defined as a written (formal) reprimand, suspension from assigned duties, or contract termination. Discipline shall be administered in a corrective, progressive manner; however, the parties recognize that depending upon the seriousness of the infraction, greater degrees of discipline may be warranted. A formal reprimand shall be defined as the presentation to a bargaining unit member, a written statement pertaining to conduct or performance relating to the assigned duties or responsibilities of the bargaining unit member.
- 52.2 The Board agrees that each bargaining unit member shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting in which disciplinary action against the bargaining unit member is being discussed.
- 52.3 A pre-disciplinary meeting shall be conducted by the Superintendent with the OAPSE State Field Representative present, if the Superintendent deems it necessary to impose either a suspension (with or without pay) or recommend termination to the Board of Education.
- 52.4 At any meeting called for the purpose of presenting or discussing a formal reprimand, said bargaining unit member shall have the right to have a witness and/or a local officer present. The meeting may be with either the building principal, immediate supervisor, Superintendent, or the Board whichever institutes the disciplinary action.
- 52.5 If the bargaining unit member is unable to secure representation for a formal reprimand meeting when it is scheduled, such meeting will not take place until the bargaining unit member is able to secure such representation, by not more than ten (10) days after the first scheduled meeting date.
- 52.6 An informal meeting, which is a verbal discussion where no written or recorded record is kept, shall not be considered a disciplinary action. As such, a meeting for an informal reprimand will only be attended by the bargaining unit member and the immediate supervisor. If more than one supervisor is present at the meeting, the member may have a witness. All parties participating in a reprimand session shall conduct themselves in a civil and professional manner. Except in cases of extreme necessity, no bargaining unit member will be reprimanded either formally or informally, in the presence of any other bargaining unit member, student, parent(s), or any certified employee, except

for those employees who are legitimately present on behalf of the bargaining unit member or the Board.

**ARTICLE 53**  
**DRIVER'S ABSTRACT**

- 53.1 The Board shall be responsible, at its expense, for securing a bus driver's license abstracts and for any other cost associated with obtaining documentation or paper work that the Board requests. It shall be the employee's responsibility to sign the necessary paper work by the deadline set by the Board.

**ARTICLE 54**  
**COMMUNITY SERVICE**

- 54.1 When the court system assigns students to work off their punishments in the school system, non-certified personnel and the administration will meet to set the work schedules. Bargaining unit members will not be responsible for supervising students and work assignments for students will not cause any employee to lose work or overtime opportunities

**ARTICLE 55**  
**WAGES**

Any retroactive portion of the first year increase will be paid in a lump sum by not later than the second regularly scheduled payday following Union ratification.

1. Add the following to the current pay schedule: Step 25
2. Effective August 1, 2008, classified employees shall receive a 3% increase on the base wage (Step 0) in each classification.

Effective August 1, 2009, classified employees shall receive a 3% increase on the base wage (Step 0) in each classification.

Effective August 1, 2010, classified employees shall receive a 3% increase on the base wage (Step 0) in each classification.

**SECRETARY**

<b><u>YEARS OF Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 13.04	\$ 13.43	\$ 13.83
1	\$ 13.14	\$ 13.53	\$ 13.93
2	\$ 13.24	\$ 13.63	\$ 14.03
3	\$ 13.34	\$ 13.73	\$ 14.13
4.	\$ 13.44	\$ 13.83	\$ 14.23
5	\$ 13.54	\$ 13.93	\$ 14.33
6	\$ 13.64	\$ 14.03	\$ 14.43
7	\$ 13.74	\$ 14.13	\$ 14.53
8	\$ 13.84	\$ 14.23	\$ 14.63
9	\$ 13.94	\$ 14.33	\$ 14.73
10	\$ 14.04	\$ 14.43	\$ 14.83
11	\$ 14.14	\$ 14.53	\$ 14.93
12	\$ 14.24	\$ 14.63	\$ 15.03
15	\$ 14.34	\$ 14.73	\$ 15.13
20	\$ 14.44	\$ 14.83	\$ 15.23
21	\$ 14.54	\$ 14.93	\$ 15.33
25	\$ 14.64	\$ 15.03	\$ 15.43

**LIBRARY TECH**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 12.44	\$ 12.81	\$ 13.19
1	\$ 12.54	\$ 12.91	\$ 13.29
2	\$ 12.64	\$ 13.01	\$ 13.39
3	\$ 12.74	\$ 13.11	\$ 13.49
4	\$ 12.84	\$ 13.21	\$ 13.59
5	\$ 12.94	\$ 13.31	\$ 13.69
6	\$ 13.04	\$ 13.41	\$ 13.79
7	\$ 13.14	\$ 13.51	\$ 13.89
8	\$ 13.24	\$ 13.61	\$ 13.99
9	\$ 13.34	\$ 13.71	\$ 14.09
10	\$ 13.44	\$ 13.81	\$ 14.19
11	\$ 13.54	\$ 13.91	\$ 14.29
12	\$ 13.64	\$ 14.01	\$ 14.39
15	\$ 13.74	\$ 14.11	\$ 14.49
20	\$ 13.84	\$ 14.21	\$ 14.59
21	\$ 13.94	\$ 14.31	\$ 14.69
25	\$ 14.04	\$ 14.41	\$ 14.79

**EDUCATIONAL ASSISTANT**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 12.44	\$ 12.81	\$ 13.19
1	\$ 12.54	\$ 12.91	\$ 13.29
2	\$ 12.64	\$ 13.01	\$ 13.39
3	\$ 12.74	\$ 13.11	\$ 13.49
4	\$ 12.84	\$ 13.21	\$ 13.59
5	\$ 12.94	\$ 13.31	\$ 13.69
6	\$ 13.04	\$ 13.41	\$ 13.79
7	\$ 13.14	\$ 13.51	\$ 13.89
8	\$ 13.24	\$ 13.61	\$ 13.99
9	\$ 13.34	\$ 13.71	\$ 14.09
10	\$ 13.44	\$ 13.81	\$ 14.19
11	\$ 13.54	\$ 13.91	\$ 14.29
12	\$ 13.64	\$ 14.01	\$ 14.39
15	\$ 13.74	\$ 14.11	\$ 14.49
20	\$ 13.84	\$ 14.21	\$ 14.59
21	\$ 13.94	\$ 14.31	\$ 14.69
25	\$ 14.04	\$ 14.41	\$ 14.79

**CUSTODIAN I**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 13.42	\$ 13.82	\$ 14.23
1	\$ 13.52	\$ 13.92	\$ 14.33
2	\$ 13.62	\$ 14.02	\$ 14.43
3	\$ 13.72	\$ 14.12	\$ 14.53
4	\$ 13.82	\$ 14.22	\$ 14.63
5	\$ 13.92	\$ 14.32	\$ 14.73
6	\$ 14.02	\$ 14.42	\$ 14.83
7	\$ 14.12	\$ 14.52	\$ 14.93
8	\$ 14.22	\$ 14.62	\$ 15.03
9	\$ 14.32	\$ 14.72	\$ 15.13
10	\$ 14.42	\$ 14.82	\$ 15.23
11	\$ 14.52	\$ 14.92	\$ 15.33
12	\$ 14.62	\$ 15.02	\$ 15.43
15	\$ 14.72	\$ 15.12	\$ 15.53
20	\$ 14.82	\$ 15.22	\$ 15.63
21	\$ 14.92	\$ 15.32	\$ 15.73
25	\$ 15.02	\$ 15.42	\$ 15.83

**CUSTODIAN II**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 12.28	\$ 12.65	\$ 13.03
1	\$ 12.38	\$ 12.75	\$ 13.13
2	\$ 12.48	\$ 12.85	\$ 13.23
3	\$ 12.58	\$ 12.95	\$ 13.33
4	\$ 12.68	\$ 13.05	\$ 13.43
5	\$ 12.78	\$ 13.15	\$ 13.53
6	\$ 12.88	\$ 13.25	\$ 13.63
7	\$ 12.98	\$ 13.35	\$ 13.73
8	\$ 13.08	\$ 13.45	\$ 13.83
9	\$ 13.18	\$ 13.55	\$ 13.93
10	\$ 13.28	\$ 13.65	\$ 14.03
11	\$ 13.38	\$ 13.75	\$ 14.13
12	\$ 13.48	\$ 13.85	\$ 14.23
15	\$ 13.58	\$ 13.95	\$ 14.33
20	\$ 13.68	\$ 14.05	\$ 14.43
21	\$ 13.78	\$ 14.15	\$ 14.53
25	\$ 13.88	\$ 14.25	\$ 14.63

**BUS DRIVER**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 13.98	\$ 14.40	\$ 14.83
1	\$ 14.08	\$ 14.50	\$ 14.93
2	\$ 14.18	\$ 14.60	\$ 15.03
3	\$ 14.28	\$ 14.70	\$ 15.13
4	\$ 14.38	\$ 14.80	\$ 15.23
5	\$ 14.48	\$ 14.90	\$ 15.33
6	\$ 14.58	\$ 15.00	\$ 15.43
7	\$ 14.68	\$ 15.10	\$ 15.53
8	\$ 14.78	\$ 15.20	\$ 15.63
9	\$ 14.88	\$ 15.30	\$ 15.73
10	\$ 14.98	\$ 15.40	\$ 15.83
11	\$ 15.08	\$ 15.50	\$ 15.93
12	\$ 15.18	\$ 15.60	\$ 16.03
15	\$ 15.28	\$ 15.70	\$ 16.13
20	\$ 15.38	\$ 15.80	\$ 16.23
21	\$ 15.48	\$ 15.90	\$ 16.33
25	\$ 15.58	\$ 16.00	\$ 16.43

**BUS MECHANIC**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 15.39	\$ 15.85	\$ 16.33
1	\$ 15.49	\$ 15.95	\$ 16.43
2	\$ 15.59	\$ 16.05	\$ 16.53
3	\$ 15.69	\$ 16.15	\$ 16.63
4	\$ 15.79	\$ 16.25	\$ 16.73
5	\$ 15.89	\$ 16.35	\$ 16.83
6	\$ 15.99	\$ 16.45	\$ 16.93
7	\$ 16.09	\$ 16.55	\$ 17.03
8	\$ 16.19	\$ 16.65	\$ 17.13
9	\$ 16.29	\$ 16.75	\$ 17.23
10	\$ 16.39	\$ 16.85	\$ 17.33
11	\$ 16.49	\$ 16.95	\$ 17.43
12	\$ 16.59	\$ 17.05	\$ 17.53
15	\$ 16.69	\$ 17.15	\$ 17.63
20	\$ 16.79	\$ 17.25	\$ 17.73
21	\$ 16.89	\$ 17.35	\$ 17.83
25	\$ 16.99	\$ 17.45	\$ 17.93

**HEAD COOK**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 12.66	\$ 13.04	\$ 13.43
1	\$ 12.76	\$ 13.14	\$ 13.53
2	\$ 12.86	\$ 13.24	\$ 13.63
3	\$ 12.96	\$ 13.34	\$ 13.73
4	\$ 13.06	\$ 13.44	\$ 13.83
5	\$ 13.16	\$ 13.54	\$ 13.93
6	\$ 13.26	\$ 13.64	\$ 14.03
7	\$ 13.36	\$ 13.74	\$ 14.13
8	\$ 13.46	\$ 13.84	\$ 14.23
9	\$ 13.56	\$ 13.94	\$ 14.33
10	\$ 13.66	\$ 14.04	\$ 14.43
11	\$ 13.76	\$ 14.14	\$ 14.53
12	\$ 13.86	\$ 14.24	\$ 14.63
15	\$ 13.96	\$ 14.34	\$ 14.73
20	\$ 14.06	\$ 14.44	\$ 14.83
21	\$ 14.16	\$ 14.54	\$ 14.93
25	\$ 14.26	\$ 14.64	\$ 15.03

**COOK**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 12.24	\$ 12.61	\$ 12.99
1	\$ 12.34	\$ 12.71	\$ 13.09
2	\$ 12.44	\$ 12.81	\$ 13.19
3	\$ 12.54	\$ 12.91	\$ 13.29
4	\$ 12.64	\$ 13.01	\$ 13.39
5	\$ 12.74	\$ 13.11	\$ 13.49
6	\$ 12.84	\$ 13.21	\$ 13.59
7	\$ 12.94	\$ 13.31	\$ 13.69
8	\$ 13.04	\$ 13.41	\$ 13.79
9	\$ 13.14	\$ 13.51	\$ 13.89
10	\$ 13.24	\$ 13.61	\$ 13.99
11	\$ 13.34	\$ 13.71	\$ 14.09
12	\$ 13.44	\$ 13.81	\$ 14.19
15	\$ 13.54	\$ 13.91	\$ 14.29
20	\$ 13.64	\$ 14.01	\$ 14.39
21	\$ 13.74	\$ 14.11	\$ 14.49
25	\$ 13.84	\$ 14.21	\$ 14.59

**NURSES AIDE**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2011</u></b>
0	\$ 14.98	\$ 15.43	\$ 15.89
1	\$ 15.08	\$ 15.53	\$ 15.99
2	\$ 15.18	\$ 15.63	\$ 16.09
3	\$ 15.28	\$ 15.73	\$ 16.19
4	\$ 15.38	\$ 15.83	\$ 16.29
5	\$ 15.48	\$ 15.93	\$ 16.39
6	\$ 15.58	\$ 16.03	\$ 16.49
7	\$ 15.68	\$ 16.13	\$ 16.59
8	\$ 15.78	\$ 16.23	\$ 16.69
9	\$ 15.88	\$ 16.33	\$ 16.79
10	\$ 15.98	\$ 16.43	\$ 16.89
11	\$ 16.08	\$ 16.53	\$ 16.99
12	\$ 16.18	\$ 16.63	\$ 17.09
15	\$ 16.28	\$ 16.73	\$ 17.19
20	\$ 16.38	\$ 16.83	\$ 17.29
21	\$ 16.48	\$ 16.93	\$ 17.39
25	\$ 16.58	\$ 17.03	\$ 17.49

**INTERPRETER/ATTENDANT**

<b><u>Years of Experience</u></b>	<b><u>2008-2009</u></b>	<b><u>2009-2010</u></b>	<b><u>2010-2010</u></b>
0	\$ 18.54	\$ 19.10	\$ 19.67
1	\$ 18.64	\$ 19.20	\$ 19.77
2	\$ 18.74	\$ 19.30	\$ 19.87
3	\$ 18.84	\$ 19.40	\$ 19.97
4	\$ 18.94	\$ 19.50	\$ 20.07
5	\$ 19.04	\$ 19.60	\$ 20.17
6	\$ 19.14	\$ 19.70	\$ 20.27
7	\$ 19.24	\$ 19.80	\$ 20.37
8	\$ 19.34	\$ 19.90	\$ 20.47
9	\$ 19.44	\$ 20.00	\$ 20.57
10	\$ 19.54	\$ 20.10	\$ 20.67
11	\$ 19.64	\$ 20.20	\$ 20.77
12	\$ 19.74	\$ 20.30	\$ 20.87
15	\$ 19.84	\$ 20.40	\$ 20.97
20	\$ 19.94	\$ 20.50	\$ 21.07
21	\$ 20.04	\$ 20.60	\$ 21.17
25	\$ 20.14	\$ 20.70	\$ 21.27

**ARTICLE 56**  
**RETIREMENT PICK-UP SALARY REDUCTION METHOD**

The Board of Education of the Northern Local School District herewith agrees with the Ohio Union of Public School Employees to pick up, using the salary method reduction method, contributions to the School Employees Retirement System paid upon the behalf of the employees in the bargaining unit under the following terms and conditions.

1. The amount to be "picked up" on behalf of each employee shall be 9.0 percent (9%) of any statutory increases therein of the employee's gross annual compensation. The employee's annual compensation shall be reduced for the purpose of state and federal tax only.
2. The amount "picked-up" by the Board for each employee shall create no additional cost for the Board beyond the amount required by statute.
3. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
4. The pick-up shall become effective July 1, 1986, and shall apply to all compensation, including supplemental earned thereafter.
5. The parties agree that should the rules and regulations of the IRS or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions. The Board shall be held harmless for any claims resulting from IRS ruling or law changes, either for past contributions or future contributions.

**ARTICLE 57**  
**COURSE WORK REIMBURSEMENT**

Course work Reimbursement – the Board will pay up to \$500 per employee for any one school year to assist in covering the fees for course work which is relevant to the employee's working position. Prior approval must be obtained from the Superintendent.

**ARTICLE 58**  
**MISCELLANEOUS**

1. All Library Techs shall be 7-1/2 hours per day.
2. Educational Assistant – at all elementary buildings – all paid and work (7) hours per day.
3. The Board agrees to waive tuition (and school fees implemented by the Board prior to August 1, 2008) as to children of full-time bargaining unit employees (as defined in Article 33, section 33.7 of this agreement) who are enrolled in District schools.

**ARTICLE 59**  
**PEOPLE PAYROLL DEDUCTIONS**

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE donation as provided in a voluntary written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the Board. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of employees for whom such deductions have been made. PEOPLE deductions are separate from any dues and shall be sent in a separate check to the Union State Treasurer.

The provisions of this agreement shall be in effect from August 1, 2008 through July 31, 2011.

No strike of any kind shall be caused or sanctioned by the Union during the term of the basic Agreement. It is understood and agreed that the services performed by the school employees in this Agreement are essential to the public's health, safety and welfare. The Union and the Board, therefore, agree that there shall be no interruption of the work and no interference with any services provided by the School District. The parties to this Agreement, signed this 25th day of Nov. 2008 as witnesses below:

FOR THE UNION

Russell Oakley  
President

Sharon A. Wise  
Vice President

Chad Allen  
OAPSE State Representative

FOR THE BOARD OF EDUCATION

Dale R. DeAngelis  
President

Jack Portier  
Superintendent

Elizabeth A. Auer  
Treasurer

**FORMAL GRIEVANCE PRESENTATION**  
(To be completed by aggrieved person)

Aggrieved Person \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_

School Principal or \_\_\_\_\_

Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Classification \_\_\_\_\_

Name of OAPSE Representative \_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Aggrieved)

**Appendix 2**

**DECISION OF PRINCIPAL**

(To be completed by principal, or other appropriate administrator, within three days of formal grievance presentation).

Approved  
Person \_\_\_\_\_

Date of Formal Grievance  
Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal or other  
Administrator \_\_\_\_\_

Decision of principal or other administrator and reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of  
Decision \_\_\_\_\_  
(Signature of Principal)

Aggrieved Person's Response: To be Completed by aggrieved within three days of decision

\_\_\_\_\_ I accept the above decision of the principal or other administrator.

\_\_\_\_\_ I hereby refer the above decision for appeal to the Superintendent of Schools.

Date of  
Response \_\_\_\_\_  
(Signature of Aggrieved)

**Appendix 3**

**DECISION BY SUPERINTENDENT**

(To be completed by Superintendent of Schools within three days after hearing with aggrieved and OAPSE representative(s); hearing to be held within five days after receipt of appeal).

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

Date Appeal Received \_\_\_\_\_ Date Hearing was held by Superintendent \_\_\_\_\_

Decision of Superintendent and Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Decision \_\_\_\_\_ (Signature of Superintendent)

Aggrieved Person's Response: To be completed by aggrieved within three days of decision.

\_\_\_\_\_ I accept the above decision of the Superintendent of Schools.

\_\_\_\_\_ I hereby appeal to the Board of Education for a review of this grievance.

Date of Response \_\_\_\_\_ (Signature of Aggrieved)

**REVIEW BY BOARD OF EDUCATION**

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

Grievance Referral to Board; To be completed within three days of receipt of appeal from aggrieved.

The attached grievance is hereby appealed to the Board of Education for a review and hearing.

Date of Referral To Board \_\_\_\_\_ (Signature of Aggrieved)

Board Response:

(To be completed by the Board of Education Chairman within three days after Board hearing with aggrieved and representative(s); board hearing to be held within ten days after receipt of appeal).

Date Appeal Received \_\_\_\_\_ Date Hearing Held by Board of Education \_\_\_\_\_

Decision of Board of Education and Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Decision \_\_\_\_\_ (Signature of Board Chairman)

Aggrieved Person's Response: To be completed by aggrieved within three days of decision.

\_\_\_\_\_ I accept the above decision of the Board of Education .

\_\_\_\_\_ I hereby request that the local Union submit this grievance to grievance mediation.

Date of Response \_\_\_\_\_ (Signature of Aggrieved)

**Appendix 5**

**SUBMISSION TO GRIEVANCE MEDIATION**

(To be completed by OAPSE President within five days of receipt of request from aggrieved that grievance be submitted to mediation).

Aggrieved Person \_\_\_\_\_ Date of Formal Grievance Presentation \_\_\_\_\_

The Local Union, through its OAPSE Executive Committee, has determined that this grievance is meritorious and that submitting it to mediation is in the best interests of the school system.

\_\_\_\_\_ The grievance is therefore submitted to Mediation.

Date of Determination \_\_\_\_\_

\_\_\_\_\_  
(Signature of Local OAPSE Union President)

Northern Local School District  
Employees Request for Personal Leave

(Complete this form when requesting personal leave. Without completion of this form verifying use of personal, the absence will be deducted from your pay).

When may personal leave be used and How:

- A. Personal Leave may not be used during the first two weeks of the school year, nor on the day preceding or following a vacation or holiday. (Exceptions to IA of Appendix 7 will be permitted when members of the immediate family defined as husband, wife, son, daughter, father and mother are being recognized in a very special ceremony or event over which the bargaining unit member has no scheduling input or control and is universally recognized as an event family members attend. In such cases, the unrestricted day may be used.

I, \_\_\_\_\_, hereby request personal leave on \_\_\_\_\_, 200\_\_ for the following reason:

Check one -- (Personal leave may be used for the following reasons only)

\_\_\_\_\_ Unrestricted (only one day per school year may be used for unrestricted personal reasons).

\_\_\_\_\_ Restricted (two days are restricted to the following list)

\_\_\_\_\_ Act of Nature: Accident that disrupts utility service, plumbing, heating, or damages creating a condition that is hazardous or potentially hazardous to the employee and his family and must be corrected without due delay.

\_\_\_\_\_ Registration of the above in any school if Saturday registration is not provided.

\_\_\_\_\_ Mechanical failure of automobile used to get to work, when no other arrangements can be made.

\_\_\_\_\_ For religious observance of \_\_\_\_\_ day.

\_\_\_\_\_ Personal business that cannot be completed outside of working hours.

Give personal business reason: \_\_\_\_\_

Examples of Personal Business

- |                                      |                        |
|--------------------------------------|------------------------|
| 1. Sale or purchase of property      | 5. Adoption of child   |
| 2. Marriage of self, son or daughter | 6. Death of a friend   |
| 3. Settlement of an estate           | 7. Appearance in court |
| 4. Recipient of an award             |                        |

I hereby certify that the above statement is true as checked and is the reason for which I have requested use of personal leave in accordance with this policy.

Date \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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

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