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MASTER CONTRACT AGREEMENT

NORTHWEST LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL NO. 230

EFFECTIVE JULY 1, 2011 – JUNE 30, 2015

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**NORTHWEST LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL NO. 230**

ARTICLE 1 - RECOGNITION AND DEFINITIONS

- 1.1 The Board recognizes the Ohio Association of Public School Employees (OAPSE) and its Local No. 230 AFSCME, AFL-CIO, as the sole and exclusive representative of all employees in the Bargaining Unit as hereinafter described. The Bargaining Unit includes all full-time and regular short-hour employees in the following positions or classifications:

- Bus Assistants
- Bus Drivers
- Driver Trainer
- Head Mechanic
- Mechanics
- Mechanic Helper

(NOTE: Bus Assistants are not required to be a certified bus driver.)

- 1.2 The following positions are excluded from the Bargaining Unit:

- Management Level Employees
- Professional Employees
- Supervisors
- Transportation Secretary
- Transportation Supervisor
- And all other employees in the transportation department including substitutes

- 1.3 The Term "Board," as used in this agreement shall refer to the Board of Education of the Northwest Local School District, and person(s) authorized to act on its behalf.
- 1.4 The term "employee," as used in this agreement, shall refer to those persons included in the Bargaining Unit.
- 1.5 The term "OAPSE," as used in this agreement, shall refer to the Ohio Association of Public School Employees, Local No. 230, and person(s) authorized to act on its behalf.

- 1.6 The term "exclusive representative," as used in this agreement, refers to the employee organization certified or recognized as an exclusive representative under Section 4117.05 of the Ohio Revised Code.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes that the Board has the sole responsibility for the management and control of the Northwest Local School District and that the Board is specifically vested by law with the authority and responsibility of making the rules and regulations by which the school district will be governed. The Union agrees that, unless such authority is specifically limited by a specific provision of the agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board of Education possesses under Ohio law and the following:
- A. Determine matters of inherent managerial policy as provided in the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of Board operations;
 - D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
 - E. Discipline, non-renew, demote, terminate for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees; the Superintendent/designee may suspend a bargaining unit member without pay for just cause.
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the school district;
 - H. Effectively manage the work force in all aspects;
 - I. Take action to carry out the mission of the school district;
 - J. Make the rules and regulations by which the students and employees of the Board will be governed.

- 2.2 The parties agree, notwithstanding any provision of R.C. 4117.08, that the Board of Education may exercise any right or authority retained by it, pursuant to 2.1 of the contract and by Ohio law, which is not specifically limited by the terms of this agreement, without bargaining with the Union with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect of such exercise of authority may have on wages and working conditions.

ARTICLE 3 - BARGAINING PROCEDURE

3.1 Negotiation Meetings

The Board's bargaining team shall meet with the Association's bargaining team for the purpose of discussing and reaching agreement on matters being negotiated. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team shall be limited to four (4) members each. Neither party shall have control over the selection of the other parties' team members. While no final agreement shall be executed without ratification by the Association and ratification by the Board, the negotiating teams shall have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

Each team may have one person to act as an observer. The observer shall not participate in the negotiation discussions unless mutually agreed.

3.2 Request for Meeting

Upon receipt of written notice to negotiate properly filed in accordance with the provisions of Article 3 of this contract, the chairpersons of the bargaining teams shall contact each other and arrange for an agreeable date for the first meeting.

3.3 Submission of Issues

At the first meeting, both bargaining teams shall exchange written proposals which shall set forth each team's items for negotiations. No additional issues for negotiation may be submitted by either party after the initial meeting unless mutually agreed.

3.4 Negotiation Procedures

The parties shall meet at places and times agreed upon and the meetings shall be conducted in private session.

3.5 Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting bargaining team a period in which to caucus in privacy.

3.6 News Releases

No information pertinent to matters involved in negotiations shall be given or released to the news media or the public without mutual consent of the parties until the impasse provisions of this contract have been completed.

3.7 Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be revised or withdrawn at any time during the negotiation process.

3.8 Agreement

When agreement is reached through negotiations, the outcome will be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted first to the Association for ratification and then to the Board if the Association approves the agreement. If ratified by the Board, the agreement shall become part of the official board minutes. Said agreement shall be signed by the Board's representative and by the Association's representative.

3.9 Intent to Recommend

Prior to the tentative agreement being presented to the Association and to the Board, the bargaining teams agree that they shall favorably recommend the tentative agreement to their membership.

3.10 Impasse

In the event that agreement cannot be obtained on all issues being negotiated within sixty days of the first negotiation session, either team may declare impasse on all issues being negotiated except that the teams may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as hereinbefore described.

If an impasse is declared, the spokesperson for the bargaining team declaring impasse shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. If a settlement is not reached within thirty (30) days of the first bargaining session with the mediator present, the impasse procedures of this contract shall be deemed to have been completed and an impasse shall exist.

This impasse procedure shall supersede and replace the impasse procedures of 4117 of the Ohio Revised Code.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 **Definition**

- A. Grievance - A grievance is a complaint involving an alleged misapplication, misinterpretation or violation of the contract.
- B. Grievant - Grievant is the employee/group of employees or the union allegedly harmed by a violation of the contract or the Association.
- C. Day - Day shall mean calendar day.

4.2 **Step One**

The Employee who believes a contract provision has been violated shall first discuss such grievance with his/her supervisor. The employee shall advise the supervisor that this is Step One of the grievance procedure before the discussion begins.

4.3 **Step Two**

If the discussion at Step One does not resolve the grievance to the satisfaction of the Grievant, the Grievant shall have the right to file a written grievance with his/her supervisor. If such grievance is not filed in writing with the supervisor within fifteen (15) days of the occurrence of the event which is the basis for said grievance, the Grievant shall have waived the right to file a grievance. If a grievance is filed, the supervisor hearing the Step Two grievance shall provide a copy of the grievance to the Local President. The grievant shall state the specific provisions of the contract violated and a statement of the facts involved in the matter.

- 4.4 If requested, the Grievant shall be entitled to a hearing on the grievance before the transportation supervisor or designee. Such hearing shall be at a time mutually agreeable to the Grievant and the supervisor and held within seven (7) days of the supervisor's receipt of the request for a hearing unless otherwise mutually agreed.

- 4.5 The supervisor or designee shall file a written decision on the grievance within seven (7) days after the conclusion of the hearing or seven (7) days after the supervisor receives the grievance if no hearing is requested. Copies of the written decision shall be provided to the Grievant, the president of the Association and the Superintendent/designee.

4.6 **Step Three**

If the action taken by the supervisor or designee does not resolve the grievance to the satisfaction of the Grievant, the Grievant may appeal in writing to the Superintendent/designee. If the Grievant fails to file a written appeal with the Superintendent/designee within seven (7) calendar days of the Grievant's receipt of the supervisor's decision at Step Two, the Grievant shall be deemed to have waived the right to appeal the grievance to Step Three of the grievance procedure. If properly appealed, the hearing shall be conducted by the Superintendent/designee within seven (7) days after the receipt of the appeal from Step Two of the grievance procedure. The Grievant shall be advised in writing of the time, place and date of the appeal hearing.

- 4.7 The Superintendent/designee, shall issue a written decision on the grievance within (7) seven days of the hearing or if no hearing is requested, within seven (7) days of the Superintendent/designee's receipt of the Notice of Appeal. The Superintendent/designee's decision shall be written with copies provided to the Grievant, the association president and the Transportation Supervisor.

4.8 **Step Four**

At the option of either the Grievant or the administration, FMCS Grievance Resolution will be utilized. If a settlement is not obtained, the grievance will automatically move to Step Five, Binding Arbitration. If Step Four is to be utilized, it must be requested in writing within seven (7) days of the Grievant's receipt of the decision at Step Three.

4.9 **Step Five**

If the action taken by the Superintendent/designee does not resolve the grievance to the satisfaction of the Association or the Grievant, the Association may appeal in writing to Step Five, Binding Arbitration. Failure to file such Notice of Appeal with the Board Treasurer within seven (7) days of the Grievant's receipt of the decision by the Superintendent/designee at Step Three and/or failure to timely file a request for mediation pursuant to Step Four, shall be deemed a waiver of the right to appeal.

- 4.10 The parties shall request a list of names from the American Arbitration Association from which an arbitrator will be selected.
- 4.11 No more than two (2) additional lists of names may be requested if agreement cannot be reached on the first list. If the parties cannot agree on an arbitrator after considering three lists, the arbitrator shall be selected in accordance with the rules and regulations.
- 4.12 After a full hearing on the matter, the arbitrator shall render his/her decision as soon as possible. Reports shall be transmitted simultaneously to the Association and the Board.

- 4.13 The decisions and recommendations of the arbitrator shall be binding upon the Board, the Grievant or Association. Each party shall pay 50% of the cost of arbitration.
- 4.14 A grievance may be withdrawn at any level without prejudice or record.
- 4.15 Both parties agree that the grievance(s) shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records.
- 4.16 The Board shall furnish the grievant and/or the union representatives with all available public information it or they may request for the process of a grievance.
- 4.17 All documents, communications, and records dealing with the processing of each grievance shall be filed in a confidential file separately from the grieving party.

ARTICLE 5 - DISCIPLINE

- 5.1 Standards of progressive discipline will be applied in normal circumstances when disciplining employees. If the infraction is of a serious nature, any or all of these steps may be waived. The steps are:

- 1. Verbal warning
- 2. Written reprimand
- 3. One day suspension without pay
- 4. Five to 10 day suspension
- 5. Termination

- 5.2 Suspensions for Cause

The Superintendent/designee may suspend a bargaining unit employee without pay for just cause. If the Superintendent/designee suspends an employee, a grievance challenging the suspension shall be initiated at Step 5 of the grievance procedure within twenty (20) days of receipt of the Superintendent's/designee's action. Failure to file a grievance at Step 5 within said twenty (20) day period shall constitute a waiver of the right to appeal the Superintendent's/designee decision to arbitration.

If a suspension is based on prior reprimands, the merit and accuracy of those reprimands shall be considered by the arbitrator at the hearing challenging the suspension.

- 5.3 Employees being terminated shall be terminated pursuant to 3319.081 of the Ohio Revised Code.

- 5.4 An employee will be allowed to have a representative present at any meeting which could lead to disciplinary action being taken against the employee.

ARTICLE 6 - EMPLOYEE SAFETY

- 6.1 Bargaining Unit employees will not be required to carry students' medication.
- 6.2 Bargaining unit employee(s) will not be held responsible if he/she unknowingly transports a suspended or expelled student(s).
- 6.3 If the district administration/supervisor receives a substantiated complaint that a student has threatened to physically harm an employee, the transportation supervisor/designee will notify the threatened employee of the nature of the threat.

ARTICLE 7 - CLASSIFICATIONS, SENIORITY & JOB BIDDING

- 7.1 The classifications for the purposes of this article shall be as follows: Drivers, Head Mechanic, Mechanic, Mechanic Helper, and Bus Assistant. Whenever a vacancy occurs in one of the above classifications as determined by the Board, that vacancy shall be posted by the administration for a minimum of 5 days. For the purposes of this article, a vacancy shall be defined as any opening occurring as the result of the death, resignation, termination, non-renewal or retirement of any employee or any newly created position.
- 7.2 Employees interested in a vacancy shall file a written application within five (5) days of the original posting with the appropriate supervisor. The most senior employee bidding on the position who is then working in the classification of the vacancy shall be awarded the position. However, in order for an employee to be an applicant for the position of head mechanic, the employee must meet all of the qualifications for the head mechanic position and be ASE school bus certified.
- 7.3 All positions shall be awarded in accordance with this provision within 30 days unless formal Board action is required.
- 7.4 For the purposes of this contract, seniority shall be defined as the length of continuous employment with the Board from the most recent date of hire with the Board. While on unpaid leave of absence of any kind, or on layoff pursuant to the reduction in force provision of this contract, an employee shall not receive credit for seniority purposes for time on leave. However, time on leave shall not constitute a break in service for seniority purposes. Also, all time on approved paid leave of absence shall count as time worked toward seniority.
- 7.5 Seniority will be earned by an employee in a job classification or classifications.

- 7.6 If two or more employees within a classification have the same length of continuous service in that classification, seniority shall be determined by position on service credit list (first day as a substitute or regularly contracted employee). If a tie remains, then it reverts to the application date.

ARTICLE 8 - ROUTE BIDDING

- 8.1 Bus routes for the school year shall be posted for bid in the transportation office three (3) working days prior to route picking day. Bus routes shall also be sent to employees via e-mail and copies will be available at the transportation office.
- 8.2 At the time of the postings, the estimated number of hours for each route will be posted as determined by the Supervisor of Transportation.
- 8.3 When the Supervisor establishes the length of the routes, he/she shall add thirty (30) minutes to the length of the regular/special needs routes and fifteen (15) minutes for midday/kindergarten routes for bus checkout, cleaning, sweeping fueling, route sheets and seating charts.
- 8.4 Route picking will begin prior to in-service.
- 8.5 Bidding on routes shall be done on a seniority basis with the most senior employee picking the route he or she desires first and with the routes being selected thereafter on a seniority basis until all routes have been assigned.
- 8.6 Bus assistants will bid first by seniority followed by the bus drivers
- 8.7 An individual selecting a route will be guaranteed compensation for the number of hours of the route indicated on the posting for the current school year.
- 8.8 Routes will be calculated by hours per days that each school is in session. The routes will be put on a spreadsheet calendar, which will reflect total hours driven, per day, each day of the school year.
- A. Employees are expected to report on all scheduled days.
 - B. Employees with a past history or developing a pattern of not driving scheduled routes when Northwest Schools are not session will be disciplined accordance with Article #5 for non-performance of duties.
 - 1. Discipline will also include the employee being ineligible to pick routes containing Non-Northwest schools the following year.
 - C. Employees not in attendance when Northwest Schools are in session will be deducted with sick leave/personal leave or receive a payroll deduction. Employees not assigned to Northwest routes and not in attendance when

Northwest is in session will be deducted with sick leave/personal leave or receive payroll deduction as follows:

1. When more than one school is scheduled, the employee will be deducted for one half day.
2. When only one school is scheduled for a day the employee will be deducted for one-third (1/3) of a day.
3. When only one kindergarten/midday route is scheduled, the employee may utilize one of their three occurrences per Article 16.7
4. Employees have the option of trading off days with other employees with no monetary gain or deduction penalties. Management must be made aware in advance of such trade.
5. Employees that do not have a blue sheet reason or documentation will have their pay deducted by the amount of time scheduled for that day.

8.9 If a route becomes vacant during the school year as a result of an employee leaving the employment of the Board or entirely new routes being created, the vacant routes will be put up for a bid for a period of five (5) workdays. Drivers wishing to bid on the posted vacant route shall file a written bid with the Transportation Supervisor within the five (5) day period. The route will be awarded to the most senior driver bidding on the route.

8.10 If a route is bid on and awarded as provided herein, the successful bidder's route will be posted and the bidding on that route will be conducted in the same manner. The vacancy then created as a result of the movement of the second successful bidder will be filled by a new regular employee if the vacancy is filled before February 1 or by substitute if filled after February 1. However, by mutual agreement of the Board and OAPSE, a regular employment contract may be awarded if a vacancy is filled after February 1.

8.11 If no one bids on the route the next new driver will be contracted and placed on the route through the end of the year. If no one bids on the vacant route and the vacancy to be filled is after February 1, then a substitute will be placed on the route for the remainder of the school year. However, upon mutual agreement of the Board and OAPSE, a contract may be awarded to a regular employee to fill this vacant position for the remainder of the school year.

8.12 No driver shall be permitted to bid on a route becoming vacant during the school year if he or she has bid on a vacant route during the school year and been awarded a route.

8.13 Once routes are picked and there is a discrepancy on route time causing a driver to be put into overtime at no fault of their own, a driver will not be held liable for

the overtime specifications listed in Article #26 Overtime, until Management resolves the issue.

- 8.14 If an employee receives a permanent time increase adjustment in his/her daily contracted time, the Treasurer's Department, after written verification by the Transportation Supervisor, will recalculate the employee's pay and thereby eliminate the employee's need to green sheet such additional time daily.

ARTICLE 9 - BIDDING ON SPECIAL NEEDS RUNS

- 9.1 Drivers wishing to drive special needs runs shall notify the Supervisor of Transportation by completing the availability sheet prior to the end of the previous school year and turning it in to the Supervisor of Transportation.
- 9.2 Drivers wishing to drive special needs runs shall be required to complete four (4) hours of in-service each year for which they will be compensated at their regular hourly rate. This in-service shall be related to driving special needs routes and shall be a requirement for eligibility to bid on special needs runs.
- 9.3 If the Transportation Supervisor believes that a driver wishing to sign up for special needs runs is qualified and able to handle special needs runs and special needs students and has completed the required in-service, he/she shall be placed on the special needs route eligibility list.
- 9.4 Only employees who are eligible to drive special needs routes may bid on a special needs route.
- 9.5 A contracted driver must be on the special needs eligibility list in order to sub on a special needs run or drive a special needs bus for a field trip.
- 9.6 Drivers that choose special needs routes on pick day in August will drive these temporary routes until October pick day.
- 9.7 If a driver bids the longest special needs route available at the October bid and the length of the driver's total time is less than the length of the time set by the supervisor at the time of the August bid, the driver will be paid the length of time established for the route at the time of the August bid. Minutes paid to the driver in excess of the length of the route actually driven by the driver may be used by the supervisor for attendance at meetings without additional compensation. This does not apply to required drug testing.
- 9.8 If a driver is removed from a special needs run during the school year, the driver may grieve the removal if the driver believes he/she was qualified to handle the special needs route.

ARTICLE 10 - KINDERGARTEN/MIDDAY ROUTE BIDDING

- 10.1 Kindergarten/midday routes will be bid on the same day as the regular route bidding.
- 10.2 The kindergarten/midday list for the next school year shall be the same as the kindergarten list for the previous school year except that additional persons may be added upon the request of an individual and he/she shall be placed at the bottom of the kindergarten/midday list.
- 10.3 Seniority on the list shall be developed on the basis of the length of time on the list and bidding shall occur beginning with the person with the greatest length of service on the kindergarten/midday list picking first and so on until all routes are covered. However, contracted employees who wish to forego their mid-day routes for one (1) year, shall not lose their seniority for that year and the following year. The next employee on the list shall receive a contract for that year and may lose the midday shift the following year if the more senior contracted employee returns to the midday shift.
- 10.4 Drivers who drove kindergarten/midday routes the previous year will bid on the temporary kindergarten/midday routes by seniority and drive these routes until the formal bid day in October. If additional drivers are needed, they shall be taken from the kindergarten/midday list as set forth in Article #10.2.
- 10.5 Drivers that choose kindergarten/midday routes on pick day in August will drive these temporary routes until October pick day.
- 10.6 A driver may not bid on a kindergarten/midday run if it conflicts with the driver's regular route assignment.
- 10.7 If a driver bids the longest kindergarten/midday route available at the October bid and the length of the driver's total (AM-PM-Midday) time is less than the length of the (AM-PM-Midday) time set by the supervisor at the time of the August bid, the driver will be paid the length of time established for the route at the time of the August bid. Minutes paid to the driver in excess of the length of the route actually driven by the driver may be used by the supervisor for attendance at meetings without additional compensation. This does not apply to required drug testing.
- 10.8 Any driver who had six occurrences of absence for their kindergarten/midday route only during the school year will not be permitted to bid on a kindergarten route for the next year. The following year, the driver will be returned to the bottom of the list under the last contracted kindergarten driver from the previous year.
 - A. Leave for recertification classes will not count towards occurrences of absences.

ARTICLE 11- SUBSTITUTING FOR KDG/MIDDAY ROUTES

- 11.1 Any sub on the list that refuses a kindergarten/midday assignment or is not available six (6) times during a school year will be removed from the kindergarten/midday list unless the reason for absence is a "blue sheet" reason.
- 11.2 Drivers will be charged for a pass when they are called during their scheduled work times and do not respond. If a driver does not answer after three radio attempts, it will be considered a pass.
- 11.3 "Blue sheet" reasons for absence of the driver during the driver's regularly scheduled route time shall not count as a refusal or not being available if advance notice of the absence is given to the Transportation Supervisor before the day the kindergarten/midday route is offered.
- 11.4 Drivers removed from the list will be placed at the bottom of next year's list under any contracted driver in good standing.
- 11.5 Substitute kindergarten/midday assignments will be assigned as follows:
- A. Routes will be assigned in rotation on the kindergarten/midday sub list by seniority and rotation will be continuous.
 - B. When a route is going to be available for an extended period of time, that route will be awarded to the most senior driver on the list. This driver will remain on the route until the regular driver returns. These assignments will be given as they become available without consideration to the amount of the route time. Any driver refusing an extended route will be placed at the bottom of the list at the time of the refusal. The extended period shall be defined as "Any sick or personal leave that the Transportation Department is notified in advance of with at least five (5) or more days."
 - C. When a route is available for more than one day, the regular sub driver assigned to the route shall stay on the route until they turn back the work or the office is notified that the route will be open for an extended period of time. When the office is notified, the route will be reassigned to the senior driver as soon as possible.
 - D. The following code will be used on the kindergarten substitute assignment list:
 - P - Pass
 - B - Blue sheet pass

- T - Trip assignment
- O - Driver has picked assignments in excess of 40 hours
- S - Sub is absent due to sickness or personal leave
- PE - Sub has been granted a leave from the list
- F - Food Services
- G - Garage help
- M - Meeting

11.6 When a kdg/midday route becomes available during the school year, the top substitute midday driver will drive the open route through the route bidding process. Top midday substitute will get the midday route that is left available after route bidding process.

ARTICLE 12- EXTRA WORK DETAIL

12.1 All eligible drivers will indicate on an availability sheet distributed each May, their desire to take extra trips for the next school year.

12.2 Drivers will be given the opportunity to make themselves available for the day, night and emergency lists. (Exceptions: after school tutoring programs and summer trips.) (See Article 12.29).

12.3 The first list will be for all trips that will be run from 9:00 a.m. – 2:00 p.m. on days that Northwest Local School District is in session, with the exception of trips on the early courtesy assignment. Those trips before 9:00 a.m. or before 4:00 p.m. may be taken by a contract driver who has early return times.

A. If a driver is available for early courtesy assignments, they need to notify management of their availability.

1. A driver that takes an early assignment will be counted on one of the regular rotation lists.

2. A driver who passes on the early rotation courtesy list will not receive a pass on the regular rotation lists.

B. When management deems it necessary to utilize a driver for forty minutes or less, before 9:00 A.M. or before 4:00 P.M., it will not count as a trip and a driver will submit time on a green sheet. This extra time will not be counted towards overtime restrictions.

12.4 The second list will be for all other trips including evening trips, weekend trips and day trips scheduled for days when Northwest Local School District is not in session.

12.5 These two lists shall be by seniority and rotated according to seniority.

- 12.6 At the yearly in-service meeting, the trip lists will begin with the driver that has the most seniority.
- 12.7 Drivers may request the supervisor to remove or add them from/to the trip list on the first day of each month during the school year.
- 12.8 Drivers may not choose extra trips that interfere with their daily assigned routes.
- 12.9 Drivers will be able to pick trips/extra work until the driver has accumulated forty (40) hours of scheduled work for that week.
- A. If a driver has forty hours or less and he/she is up to pick a field trip, that driver will be able to pick a field trip, (one time that week only) that may put that driver into overtime.
 - B. Any additional time a driver has as a result of mandatory early dismissal or random drug testing shall not be counted as time worked for the purpose of this paragraph.
- 12.10 When management is notified by a school official (it must be a school official and not another driver inquiring) that a driver is not where he/she should be as specified on the trip ticket time, he/she will receive:
- A. First Offense: The driver will receive a pass on the rotation list that the infraction occurred.
 - B. Second Offense: The driver will receive a suspension for one month on all rotation lists (day, night, emergency, after school program and summer work lists).
 - C. Third Offense: A driver will be removed from all trip lists (day, night, emergency, after school program and summer work lists) for a quarter on the Northwest school year calendar.

Once an infraction(s) has occurred, it will remain on record through the current school year. To have the infraction(s) removed, a driver must have completed the following school year with no infractions.

Driver may appeal an infraction to the labor/management teams.

12.11 Cancelled or Changed Trips:

- A. If a trip is cancelled before reporting for the trip, the driver will be eligible to pick from the current posted list or be first to pick on the next posted trip list.
- B. If a trip time has been changed, the driver is given the option of taking the

same trip, picking another trip from the current posted list or receiving the first pick on the next posted list.

- C. If the driver chooses to pick from the next posted list, they must notify the office that they are choosing this option by the next time the driver is scheduled to report to work.
- D. If the driver chooses to pick from the current posted list, they must pick a trip by the next time the driver is due to sign in.
- E. If a driver chooses to pick from the current posted list, the driver must understand that the trip list rotation will not stop.

12.12 If the trip is canceled after the driver reports to the bus lot for said trip, he/she will be paid two (2) hours show up time, plus get to re-pick on the trip list with the stipulations set forth in Article #12.11.

- A. If management is notified in advance of the cancellation and notifies the driver at least one hour in advance of the start time of the trip, the driver would not get show up time. However, they would be eligible to re-pick on that rotation list.
- B. If a driver's emergency trip is cancelled, the driver will be the first driver called for the next emergency list opportunity.

12.13 If a driver accepts a trip and calls in sick the day of the trip, a.m., kdg/midday, or p.m., the driver will be charged for that trip and will be ineligible to take the trip and it will be considered a turn back.

12.14 If a driver turns back an assigned trip for any reason, the driver loses that trip plus a pass or passes on the rotation list. Exceptions: Work assignment has changed, or subpoenaed to a court hearing with official documentation given to management.

Multiple turn back charges will be charged to the list of the last turn back. Emergency list turn backs will be charged to the list from which it is originated. Turn back trips are an accumulative total from all lists. The after school tutoring programs will be considered as an extension of the night list.

If a driver completes a trip that he/she was not eligible to pick, the driver will receive one pass on the rotation list plus A, B, or C as it would apply in this paragraph.

- A. The first or second time a driver turns back a trip or management has to take back a trip, the driver will receive one pass on the next rotation list.
- B. The third turn back will result in a pass for the next three rotations;

- C. The fourth turn back will result in a pass for the next four rotations and so on.

12.15 There shall be no trading of trips.

12.16 Trip Picking Process for Midday and Afternoon/Weekend Lists:

- A. Drivers are required to pick/pass when their name is up on the trip board before their A.M. routes, their P.M. routes and after their A.M. and P.M. routes when notified by the office staff.
- B. The office staff will inform two (2) drivers who are required to pick/pass on both trip lists (day and night lists) at 8:00 A.M. and at 2:15 P.M. Two (2) drivers for both lists will be required to report as instructed; total of four (4) drivers at each call off. If a driver asks to be passed once called the next driver on the rotation list will be called.
- C. If the driver who is required to pick/pass does not radio, phone or come in after their A.M. route by 10:00 A.M. or after their P.M. route by 5:00 P.M. they will receive a pass.
- D. Failure to pick when a driver is required to pick will result in a pass on that list.
- E. If the driver has another trip that day, the driver needs to radio the office for arrangements to pick.
- F. No additional trips will be posted after 1 P.M.
- G. A driver must sign the posted list and all necessary information on the rotation list. Failure to sign both lists will cause the driver to lose his/her desired trip.

12.17 Emergency Lists:

- A. Drivers wishing to be eligible for emergency trips must notify the office staff.
- B. The assistant supervisor will keep mid-day emergency list. The office will use this list at 8:00 A.M. to call off any unpicked trips from the midday list.
- C. The transportation coordinator will keep the afternoon/weekend emergency list. The office will use this list at 2:15 P.M. on weekdays.
- D. The office will use the afternoon/weekend emergency list after office hours by phone. If the office is unable to reach the driver, the list will continue on and you will be passed on that rotation.

- E. Drivers are responsible for keeping their home and cell phone numbers current with the office. Management agrees to call both numbers if provided.
- 12.18 If a driver signs the trip list, and then discovers they have made a scheduling conflict, they may request a supervisor make an adjustment. The following rules will apply:
- A. The trip list must not have made a rotation by the next driver signing or making radio response to the trip list.
 - B. If the list has made a rotation the driver is liable for a turn back.
 - C. The driver may only pick from the original posted trip list. There will be no picking from any new list. A new list is defined as any work that is posted after the driver has signed their name to the rotation list.
 - D. The driver may only make two requests per school year.
- 12.19 If a driver is absent and his/her turn comes around on either list, it is the responsibility of the driver to have someone pick for him/her. The driver, or the driver's designee, will have to notify the trip list administrator who the designee is to pick a trip for the driver at least one (1) hour prior to the next scheduled pick time.
- 12.20 On all trips listed under Article #12.4 where the driver drops off and goes back later to pick-up at time set by the coach or person in charge, the driver will be guaranteed a minimum of two (2) hours for the drop and two (2) hours for the pick-up.
- A. Drivers are required to make pick-ups at designated time.
 - B. However, it may be mutually beneficial for drivers and coaches to exchange contact phone numbers for pick-up arrangements. (Phone number exchange is optional).
- 12.21 When a trip goes into the emergency mode and makes full rotation without acceptance, the trip will then be offered by seniority to any contracted driver.
- 12.22 Drivers will be charged for a pass when they are called during their scheduled work times and do not respond. If a driver does not answer after three radio attempts, it will be considered a pass.
- 12.23 Drivers are responsible for the trips they pick. Drivers shall not rely on trip tickets being placed in their box. If a driver picks a trip and does not receive a trip ticket within a few days, the driver shall ask the administrator of that trip list if the trip ticket is available.

- 12.24 Drivers failing to drive their trip assignment will be disciplined. For each missed assignment, the driver will not be allowed to pick any extracurricular trips for one school month starting with the next school month.
- 12.25 The office staff will add fifteen (15) minutes for sweep/clean-up time, fifteen (15) minutes pre-trip if applicable, and ten (10) to fifteen (15) minutes for travel time, if applicable.
- A. Drivers shall not add travel time to his/her trip ticket.
 - B. Drivers shall not change the times on the trip ticket. If a time changes, the driver shall have the trip administrator change the time and initial it.
 - C. When taking a trip, excluding Saturday and Sunday, the driver shall write next to the trip time the ending route time in the a.m., and the beginning time in the p.m., and/or the ending time in the p.m., if applicable.
- 12.26 Overnight Trip – Drivers will be paid for their exact time on arrival and departure days. Full days out-of-town shall be calculated from the time of the first pick-up to the time the bus is parked at the end of the day. Any full day out-of-town trip, the driver will receive a minimum of eight hours. Sponsoring group will be expected to provide suitable accommodations. Drivers of the same sex will be expected to share a double room.
- 12.27 Kindergarten/midday drivers will receive a pass on the emergency list and will not be called on the radio if an emergency trip interferes with their kindergarten route. However, it is the driver's responsibility to speak up immediately if they are available to take extra work.
- 12.28 Anytime a driver is given a trip, it will be counted on the trip list. Exception: Article #12.3(B)
- 12.29 After school tutoring programs and summer trips will be posted separately and picked by seniority. All drivers will be given the opportunity to sign up for this extra work.
- A. After school tutoring programs:
 - 1. After school tutoring programs will be taken away from a driver who calls in sick on a day they are scheduled to drive.
 - 2. The driver will not be counted with a turn back.
 - 3. The remainder of the work detail will be filled off this rotation list.
 - 4. If no driver on this list accepts the work, then it will be called off the regular emergency list.

B. Summer trips:

1. Management will use summer workers for emergency school subbing needs without going through the rotation list.
2. Management will use the rotation list for short term work.
3. Any turn back will be filled off the rotation list.
4. Any driver not fulfilling their committed obligations will lose their first pick on the summer trip list the following year. Management has the discretion on defining what obligations are not met.

12.30 Drivers cannot take it upon themselves to seek extra work for pay.

- A. Drivers who wish to be considered for extra work when Northwest Schools are not in session must sign up on the extra work list that is posted.

12.31 Emergency trips will be called off first. Midday routes that need to be covered will be filled after all trips are covered.

12.32 When Northwest schools are not in session, drivers who are required to work and fulfill their obligation to their assigned routes will not be charged with a pass.

ARTICLE 13 – REDUCTION IN FORCE

13.1 When the Board determines to reduce the number of bargaining unit positions because of lack of funds, abolishment of positions or lack of work, the following procedure shall be used:

- A. The Board will determine in which classifications the reduction will occur and the number of positions to be eliminated.
- B. The administration shall prepare a seniority list in the classification affected by the layoff listing employees in their order of classification/seniority.
- C. Employees will be laid off with the employee with the least seniority in the classification affected by the layoff being laid off first, etc.

13.2 Any employee who was laid off shall be placed on a recall list for a period of two (2) years from the effective date of the employee's layoff. If a vacancy occurs in the classification from which the employee was laid off, the most senior employee on the recall list in that classification shall be offered the vacancy. If

an employee refuses an offered vacancy in his/her classification, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated. The position will then be offered to the next person on the recall list. The procedure shall be repeated until the vacancy is filled or there are no longer persons on the recall list in the classification effected.

- 13.3 The Board has fulfilled its responsibility herein by sending a notice of recall to an employee at his/her last address left with the Transportation Supervisor. This notification of recall shall be sent by certified mail. Unclaimed, refused or non-deliverable letters or failure to respond within ten (10) days of the mailing of the notice will constitute refusal of the vacancy.
- 13.4 It is understood and agreed that the Board of Education may make a reduction in force utilizing the procedures set forth in this article.
- 13.5 Bargaining Unit employees laid off shall be offered substitute positions that occur before other substitute employees in their job classification and paid at step one (1) of the pay schedule for that classification.

ARTICLE 14 - COMPLAINTS ABOUT BARGAINING UNIT EMPLOYEES

- 14.1 If the administration receives a verbal or written complaint against a member of the bargaining unit and the supervisor intends to investigate the complaint, the supervisor shall meet with the employee as part of the investigation in order to allow the employee to respond to the complaint and state his or her view of what happened prior to completing the investigation. During the course of the investigation, the employee may have Association representation.
- 14.2 If the administrator concludes that there was no basis for the complaint, then there shall be no record of the investigation in the employee's personnel file.
- 14.3 Complaints made directly to the Board will be referred to the administration before they are considered directly by the Board.

This provision does not apply to nor must it be followed in cases of alleged child abuse which shall be reported to the proper authorities as required by law.

ARTICLE 15 - PERSONNEL FILE

- 15.1 The official personnel file of each member shall be maintained in the office of the Human Resources Administrator. This shall be considered a confidential file, except for that information which is directory information, and an official file of recorded information on members maintained by the Board and administration. Although supervisors and other administrators may maintain separate anecdotal records, these anecdotal records will not be considered part of the employee's

employment record unless they are included in the official file. Anecdotal records not included in the official file will be destroyed four years after being made.

- 15.2 Upon advance written request, a member shall be able to review his/her personnel file during the regular work hours of the office in which the file is kept. The official file may be reviewed in the office of the Human Resources Administrator and in the presence of the Human Resources Administrator or his/her designee. The member shall have the right to be accompanied by a Union representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from the member, including the signature of said member.
- 15.3 Nevertheless, in addition to the member, the individual members of the Board of Education, Superintendent/designee, Assistant Superintendent, Human Resources Administrator, Transportation Supervisor or any other administrator/supervisor who has a legitimate district-related reason for reviewing the employee's file shall have access to same. All materials placed in the personnel file of members shall include the date the items were placed in the file.
- 15.4 Prior to the placement of evaluative or disciplinary material in a member's file, the member shall be shown the material to be placed in his/her file and may initial said material indicating that he/she has seen it. The initialing of the material does not indicate agreement with the contents of same.
- 15.5 A member shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.
- 15.6 Any member shall have the right to obtain a photo static copy of any item(s) (except confidential pre-employment items) in his/her personnel file upon the payment of the reasonable cost of photocopying said material.
- 15.7 Anonymous complaints which cannot be verified for accuracy will not be included in the personnel file of any member of the bargaining unit. The provisions of this section of the contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code.
- 15.8 Any material may be removed from the personnel file of an employee with mutual consent of the employee and the Superintendent/designee or his/her designee.

ARTICLE 16 - PERSONAL LEAVE

- 16.1 Each employee shall be entitled to three (3) days of leave annually with pay for the following purposes:
- A. To conduct necessary personal business which cannot be conducted during off-duty hours.
 - B. To attend family events (weddings, graduations, etc.) which conflict with duty hours.
 - C. To observe religious holidays which require abstinence from work.
 - D. For such other reasons as may be approved by the administration in the Human Resources Office.
- 16.2 No more than ten percent (10%) of the bargaining unit members in a classification may miss work on personal leave on the same day. Personal leave may not be used for recreation; extending a weekend, vacation or holiday period; for pursuing or engaging in gainful employment elsewhere or for accompanying a friend(s), spouse or other relative on a pleasure or business trip. Employees needing a personal leave day(s) immediately preceding or following any weekend, holiday or vacation period shall submit written reasons for such requests to the administrator in charge of Human Resources. The reasons for the personal leave requests for the day(s) immediately preceding or following any weekend, holiday or vacation period must be approved by the Superintendent/designee before it can be taken.
- 16.3 If in any one work year, an employee requires the use of more than three personal leave days, the employee shall submit a written request citing the reasons for said leave and if the administrator in charge of Human Resources or designee acting in his/her sole discretion approves the request for additional leave days, they shall be granted.
- 16.4 An employee must complete a personal leave request form and submit it to the Supervisor for approval at least three (3) work days in advance of the requested day.
- 16.5 At the end of a work year, an employee's unused personal leave will be rolled into his/her sick leave accumulation to the maximum accumulation allowed by the contract. If an employee has reached his/her maximum sick leave accumulation, then the employee shall be paid forty and 00/100 dollars (\$40.00) for each unused personal leave day that could not be rolled into the employee's sick leave accumulation balance.

ARTICLE 17 - SICK LEAVE

- 17.1 Each classified employee shall be granted sick leave with pay at the rate of one and one-quarter (1 1/4) days per month of completed service to a maximum of 15 days per year. Each classified employee employed by the District on a part-time basis shall be granted sick leave for his/her time employed at the same rate as that granted members who are employed on a full-time basis. Each newly employed classified employee shall be advanced five (5) days of sick leave. Each employee who has exhausted his/her accumulated sick leave shall be advanced up to five (5) additional days unless the employee is going on disability retirement, or the employee's termination is imminent.
- 17.2 Classified employees may use sick leave for absence in the following situations:
- A. Personal illness, injury or pregnancy.
 - B. Exposure to a contagious disease which could be communicated to others.
 - C. Illness, injury or death in the employee's immediate family "Immediate family" means spouse, child/children, father, mother brother(s), sister(s), member(s) of the immediate household, and person(s) who have assumed a similar legal responsibility to the employee and/or his/her spouse.
 - D. In the event of an illness, injury or death of an employee's father-in-law, mother-in-law, brother(s)-in-law, sister(s)-in-law, grandmother(s), grand-mother-in-law, grandfather(s), grandfather-in-law, grandchild/grand-children, the employee is limited to a leave of a maximum of five (5) days' absence with full pay. Additional days beyond the five (5) days may be granted by the Superintendent/designee.

Leave of one day may be granted with pay to an employee because of the death of any other person, with approval of the Superintendent/designee. Additional days may be granted by the Superintendent/designee.

- 17.3 Any employee who has been absent ten (10) or more consecutive work days must present a satisfactory report from a licensed physician, that the employee is able to resume normal duties. The employee will not be permitted to assume his/her normal duties until the physician's report has been presented to the school authorities.
- 17.4 Pursuant to the Ohio Revised Code, each classified employee who has been separated from public service in the state of Ohio shall have his/her accumulated sick leave reinstated provided he/she has not used such sick leave in the employ of another Board of Education and/or other public agency(s) of the state of Ohio, and that such re-employment takes place within 10 years of the date of his/her

separation. Further, each employee who transfers from another public agency in the state of Ohio to the District shall receive full credit for his/her accumulated sick leave to a maximum allowed by the Board of Education. ORC 3319.141.

- 17.5 Unused sick leave for members of the bargaining unit excluding mechanics shall be a maximum accumulation of 232 days. Mechanics shall accumulate sick leave to a maximum of 272 days.
- 17.5 When drivers are absent on kindergarten/midday routes only, a full absence will not be charged until three (3) occurrences have taken place.

ARTICLE 18 - MEDICAL LEAVE

- 18.1 Classified employees who are unable to work because of illness and/or other disability, including, but not limited to pregnancy, and who have exhausted or chosen not to utilize their sick leave benefits, shall be placed on an unpaid medical leave of absence for the period of time they are medically unable to perform their duties to a maximum of two (2) consecutive years at their request. Upon subsequent request, the Board may grant a medical leave and renewal(s) thereof to any employee because of illness and/or other disability in accordance with Ohio Revised Code.
- 18.2 The treasurer shall pay the Board's share of the premiums for group insurance plans for each employee on an unpaid medical leave of absence in the manner and to the extent required by the Family Medical Leave Act.
- 18.3 After payment of the group insurance plans has been paid by the Board on behalf of the employee to the extent required by FMLA, said employee remaining on unpaid leave may continue to participate in any and all of the group insurance plans provided that employee pays 100% of all his/her premiums of his/her choice for the insurance which he/she wishes to maintain for the remainder of the medical leave.
- 18.4 If the Superintendent/designee believes that employees are medically unable to perform their duties, the Superintendent/designee may request that the employees submit a written statement from their physicians attesting to their ability to return to and continue working.
- 18.5 Upon the return to service at the expiration of such leave, the employee shall resume the contract status which was held prior to such leave.

ARTICLE 19 - LEAVE OF ABSENCE WITHOUT PAY

- 19.1 Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational, professional or other

purposes.

- 19.2 Upon the return of an employee from a leave, the Board may terminate the employment of the person hired for the purpose of replacing the returning employee while he/she was on leave. The employee shall return to the position held before the approved leave of absence.
- 19.3 An employee on leave pursuant to this provision may maintain insurance benefits by paying 100% of the premium for the benefits desired.

ARTICLE 20 - MILITARY LEAVE

- 20.1 The Board shall re-employ a former classified employee who left employment with the Northwest Local School District Board of Education for the purpose of entering military service of the United States. Such re-employment will be in accordance with 3319.085 of the Ohio Revised Code.
- 20.2 Upon reapplying with the District, such employee shall be re-employed at the first of the next school semester, if such application is made not less than thirty days prior to the first of such next school semester, in which case such employee shall be re-employed the first of the following school semester, unless the Board waives the requirement of such thirty day period.
- 20.3 For the purpose of seniority and placement on the salary schedule, years of absence while serving in the Armed Services of the United States or auxiliary shall be counted as though the employee had been performing employment services with the Board during such time.
- 20.4 The Board may suspend the contract of a bargaining unit employee whose services became unnecessary by reason of the return of the employee from service in the Armed Services or auxiliaries thereof in accordance with Article #13, Reduction in Force, of this Contract.

ARTICLE 21- ASSAULT LEAVE

- 21.1 An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs on Board premises or while in attendance at an official school function, and which arises out of the course of said employee's employment, shall, subject to the approval of the Superintendent/designee, be granted up to forty (40) working days of assault leave which shall not be deducted from sick leave. During assault leave, said employee shall be maintained on full pay status. Assault leave will not be granted under this policy unless said employee:

- A. Has signed a written statement justifying the granting and use assault leave.
- B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. Agrees to file criminal charges against the person or persons involved. Falsifications of these statements shall be grounds for suspension or termination of employment.

ARTICLE 22 - JURY DUTY LEAVE

- 22.1 The classified employees shall receive their regular rate of pay while serving on jury duty.
- 22.2 Remuneration for serving as a juror may be retained by the employee.

ARTICLE 23 – SUBPOENAED WITNESS

- 23.1 Any bargaining unit employee who is subpoenaed to a hearing involving a student(s) and/or court involving a matter arising out of the performance of his/her contractual duties shall receive no loss in salary while responding to said subpoena. However, no employee of the bargaining unit shall be compensated pursuant this provision if he/she is a party to the litigation against the Board or its administrative employees.

ARTICLE 24 – HOLIDAYS

- 24.1 Personnel employed on a nine (9) or (10) month basis are entitled to the following holidays with pay:

New Year's Day	Christmas Day
Martin Luther King Day	President's Day
Labor Day	Memorial Day
Thanksgiving Day	Veterans Day (if observed by District)

In addition to the above holidays, personnel employed on an eleven (11) or twelve (12) month basis will be given Independence Day and two (2) unspecified holidays. The two unspecified holidays will be designated by the administration and included in the employee's work calendar for the next year which he/she will receive by June 30.

- 24.2 Should an employee be asked to work on a holiday stated above, he/she will be paid time and one-half for that time in addition to regular scheduled holiday pay.
- 24.3 Each employee shall be on paid status before and after the holiday to be eligible for and receive holiday pay.
- 24.4 If the holiday falls on a Saturday, the preceding day shall be observed. If a holiday falls on a Sunday, the following day shall be observed.

ARTICLE 25- VACATIONS

- 25.1 All eleven and twelve month classified employees who are continuing their employment with the Northwest Local School District shall be entitled to annual vacation with pay in accordance with the District's vacation procedures.
- 25.2 All classified employees entitled to vacation allowance are permitted to accumulate vacation days up to four (4) years (current year) and three (3) years (preceding years). Classified employees may not use more than twenty (20) consecutive days, in any one year. During the first five (5) full years of employment, each eleven (11) and twelve (12) month employees are entitled to ten (10) days of paid vacation. During the fifteen (15) succeeding years of continuous employment, each classified employee is entitled to fifteen (15) days of paid vacation. After twenty (20) full years of continuous service each eleven (11) and twelve (12) month employee will be entitled to twenty (20) days of paid vacation annually.

<u>Years of Employment</u>	<u>Vacation Earned</u>
1 - 5 Years	10 days
6 - 20 Years	15 days
20 + Years	20 days

- 25.3 Upon separation from employment with the Northwest Local School District, the classified employees may be paid for accumulated vacation leave, not to exceed the amount accrued during the last three (3) years of employment.

In case of the death of an employee, such accrued and unused leave will be paid to the Estate of the deceased.

ARTICLE 26 – OVERTIME

- 26.1 One and one-half (1 1/2) times the employee's regular straight time will be paid for assigned and approved hours physically worked in excess of forty (40) hours

in one (1) week. Work week begins Sunday 12:01 a.m. and ends Saturday at 12:00 midnight.

- 26.2 All bargaining unit members working any position in the school district counts towards forty (40) hours.
- 26.3 If a holiday falls during the week for regular twelve (12) month employees, the hours will count as hours worked and overtime will be paid.

ARTICLE 27- DRUG AND ALCOHOL TESTING

- 27.1 The employees of the Bargaining Unit agree that they will submit to a drug and alcohol test if requested to do so by the Transportation Supervisor whenever the driver is involved in an accident or if the Supervisor has reasonable cause to believe that the employee may be under the influence of drugs or alcohol. If directed to take a drug and alcohol test, the full cost of the testing will be paid by the Board.
- 27.2 Members of the Bargaining Unit who undergo drug/alcohol testing will be paid two (2) hours pay if the testing takes place during time they are not being paid to work by Board. If a member is required to go off-site and use his/her own vehicle to go for drug/alcohol testing, the member will be reimbursed for mileage at the district reimbursement rate.
- 27.3 If an employee fails to take a test after being directed to do so as provided herein, the employee may be terminated by the Board.
- 27.4 It is understood that the Board of Education will initiate any and all additional drug and alcohol testing required to be in compliance with the regulations issued by the Ohio Department of Transportation and upon the request of the union, shall meet with the union to bargain over the effects of those changes if they are broader in scope than Article 27 of this contract.

ARTICLE 28- CALAMITY DAYS

- 28.1 Employees will not lose pay for all regular hours of work lost when schools are closed because of bad weather or a calamity.
- 28.2 If the day closed is rescheduled and made up, the employee will not receive additional compensation.

ARTICLE 29 - SEVERANCE PAY

- 29.1 Upon retirement from the District and participation in and receipt of benefits from

the School Employees Retirement System, a member of the Bargaining Unit will receive severance pay in an amount equal to 25% of his/her unused accumulated sick leave at the time of the employee's retirement from the District.

ARTICLE 30- PAY PLANS

- 30.1 Members of the bargaining unit shall be paid on the basis of twenty-four (24) paychecks of equal amounts to be distributed to the member on the 10th and 25th of each month beginning on September 10. Deductions will be spread over two pay periods.
- 30.2 Payment to employee shall be implemented and paid to the employee through direct deposit at the bank and in the account directed by the employee. Payment of employee wages will no longer be done by payroll check.
- 30.3 Employees who participate in a tax-sheltered annuity program shall have the option of their deductions for TSA's to be withheld in either twelve (12) or twenty-four (24) equal deductions.

ARTICLE 31 - UNION DUES CHECKOFF

- 31.1 The Board agrees to deduct from the wages of Union members, the payment of dues to the Union, upon presentation of a written authorization, from the employee. The dues as calculated based on a formula provided by the Union shall be withheld. Dues deductions shall be continuous except any member May revoke a written authorization for dues deduction between June 1 – 10, 2012 by serving a written notice to the OAPSE State Treasurer.
- 31.2 Current employees who have not authorized union dues deduction during the term of the contract but wish to do so shall notify the Treasurer by October 10 a work year of their desire to deduct dues and the Treasurer shall initiate dues deduction for that year.

Individuals newly employed by the Board after October 10 must notify the Treasurer they want union dues deducted no later than seven (7) days after their first work day. New hires will have their dues spread equally through the remainder of their work year.

- 31.3 For those employees who have authorized dues deduction as provided herein, by October 10th, the Treasurer/designee shall begin equal deductions with the first pay in October and continue said deductions with each paycheck up to and including the last paycheck in August except as otherwise provided for new hires in the preceding paragraph.

- 31.4 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization.
- A. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.
 - B. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 31.5 The Union agrees to indemnify and hold harmless the Board against any and all claims that may arise out of and/or by any reason of any action taken by the Board in implementing this provision and/or in reliance upon any authorization submitted by the Union to the Board.

ARTICLE 32 - UNION RIGHTS

- 32.1 Up to two (2) delegates to the OAPSE delegate conference shall be granted a maximum of three (3) days off with pay each year to attend the conference. The Board is not obligated to pay any expenses related to such attendance.
- 32.2 The Union shall have the use of the bulletin board at the Transportation Office for posting Union material.
- 32.3 The Union shall have the right to use the District mail system for the distribution of Union materials to its membership provided the materials are not defamatory, obscene, libelous, derogatory or disruptive to the normal operations of the District.
- 32.4 The Union may use the copying machine at the Transportation Office provided it supplies the paper and pays one (1) cent per copy for all pages run.
- 32.5 A Union representative may meet with an employee at the employee's job site before or after the employee's work day or while the employee is on lunch break.
- 32.6 A Labor-Management Committee consisting of up to five (5) persons appointed by the Union and five (5) persons appointed by the Administration shall meet once a month to discuss matters affecting the Bargaining Unit and the Administration.
- 32.7 The Union shall be granted the right to receive a copy of all agendas and minutes of all Board meetings. In addition, the Union President or his/her designee shall

be informed at the same time the Board members are informed of any agenda changes made after the above materials have been distributed to the Board members.

ARTICLE 33- UNIFORM ALLOWANCE

- 33.1 A uniform allowance of up to \$450 per year per person shall be provided to mechanics and mechanic helpers who lease uniforms. Receipts for uniform rental must be provided before the allowance will be paid.

ARTICLE 34 - WAGES

- 34.1 Salary schedules attached.

For the 2011-2012, 2012-2013, 2013-2014 school years there shall be no increase (0%) on base salary. However, for the 2014-2015 school year, if the NAE receives any increase on base salary, steps and/or health insurance benefits or premiums, members of this bargaining unit shall also receive said increases.

For the 2011-2012, 2012-2013 and 2013-2014 school years there shall be no step increases. However, the Board shall honor movement on the PDL for those employees who are eligible.

- 34.2 All mechanics who are A.S.E. certified shall receive a \$500 cash bonus each year they are so certified.
- 34.3 District will pay for annual driver abstracts.
- 34.4 District will reimburse driver for cost of CDL - difference between regular license and CDL.
- 34.5 Assistant Head Mechanic – One (1) mechanic will annually be designated as the Assistant Head Mechanic. The Assistant Head Mechanic will assume the responsibilities of the Head Mechanic in the absence of the Head Mechanic. The designated Assistant Head Mechanic will receive an annual stipend of \$920.00.

ARTICLE 35– INSURANCE BENEFITS

- 35.1 Health Insurance:

A. The Board shall purchase through a carrier licensed in the State of Ohio, health insurance coverage that meets or exceeds the current specifications for health insurance carrier to the extent that it is

commercially available. In addition, the Board will make available to members of the Bargaining Unit as an option, any other available health insurance carrier offerings available to other classifications of employees in the district.

- B. For all members of the bargaining unit regularly assigned to work seven hours or more per day annually, the Board shall pay 85% of the family or 90% of the single premium for the health insurance plan selected by the member of the bargaining unit.
- C. All members of the Bargaining Unit regularly assigned to work between six but less than seven hours per day annually shall have the Board pay 70% of the single or family premium.
- D. All members of the Bargaining Unit assigned to work between four to six (4-6) hours per day annually shall have the Board pay 50% of the single or family premium.
- E. All members of the Bargaining Unit regularly assigned to work less than four (4) hours per day annually will not be entitled to health insurance benefits.
- F. In the event the family or single premium for the health insurance increased by more than 10% annually for the 2012-2013 and 2013-2014 plan years, the member shall be responsible for the amount of the premium above the 10% increase in addition to the amount of premium contribution from the previous year. The first 10% of any annual increase shall be split at the current contribution rates. For example, if the health insurance premiums increase 15% in the 2012-2013 plan year, the member's contribution coverage shall increase to cover the full amount of any increase above 10%. The contribution percentage will then be adjusted accordingly. The Board and the Association may, through recommendations per the Health Insurance Committee, consider changes in plan design to reduce the increase.
- G. The health insurance plan shall be a High Deductible Health Plan (HDHP) with provisions for a Health Savings Account (HSA). The High Deductible Health Plan will have a single deductible of Two Thousand and 00/100 Dollars (\$2,000.00) per plan year and a family deductible of Four Thousand and 00/100 Dollars (\$4,000.00) per plan year. The Board of Education will fund fifty percent (50%) of the deductible for the 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school years for both the single and family enrollees by depositing this amount in the enrolled member's Health Savings Account. One-half (1/2) of the Board's contribution will be deposited into the employee's Health Savings Account (HSA) on the first pay in September of each plan year. The balance of the Board's contribution to the employee's (HSA) will be deposited no later than the first pay in January of each plan year thereafter.

The second half of the Board's contribution to the HSA may be deposited earlier, upon the employee's written request, in the case of a documented hardship as approved by a District-established committee.

Once the deductible amount is reached, all insurance claims thereafter for covered services in the network, including prescriptions, will be paid by the insurance company at one hundred percent (100%) for the duration of each plan year.

35.2 Dental Insurance:

- A. The Board shall continue to provide the dental plan currently in effect or its equivalent, and pay an amount equal to 100% of either the single or family premium for those employees regularly scheduled to work a minimum of six (6) hours per day for the entire work year.
- B. Employees regularly scheduled to work a minimum of four (4) hours per day, but less than six (6) per day for the entire work year shall be eligible to receive dental insurance with the Board contributing an amount equal to 100% of the single plan premium rate for the coverage selected.
- C. Drivers who work four (4) hours per day may pay for family dental insurance if they choose this coverage.

35.3 Life Insurance:

- A. The Board shall provide \$29,000 life insurance per year, 100% Board paid for all employees regularly scheduled to work seven (7) hours per day for a full work year.
- B. The Board shall provide \$22,000 life insurance per year, 100% Board paid for all employees regularly scheduled to work a minimum of six (6) hours but less than seven (7) hours per day for the full work year.
- C. The Board shall provide \$15,000 life insurance per year, 100% Board paid for all employees regularly scheduled to work four (4) hours per day, but less than six (6) hours per day for the entire work year.

35.4 A 125 Flex Plan shall be made available to members of the bargaining unit in the same manner and to the same extent as teaching employees of the Board.

ARTICLE 36 - RETIREMENT PROGRAM

36.1 Any member who becomes eligible for retirement through SERS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% of his/her unused accumulated sick leave

provided the employee retires at the end of the school year in which he/she first becomes eligible to retire.

36.2 Eligibility categories are as follows:

- A. 30 years of eligible service credit at any age.
- B. 25 years of eligible service credit and at least 55 years of age.
- C. 5 years or more of eligible service credit and 60 or more years of age.

36.3 Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

36.4 In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of his/her work year with said resignation being received by the human resources office no later than April 1 of the year the employee first meets any one of the above retirement criteria.

36.5 A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth above or he/she shall forfeit the right to this early retirement incentive program forever and shall be eligible for regular severance as set forth in Article 29 of this Agreement.

ARTICLE 37 - PRINTING & DISTRIBUTING THE CONTRACT

37.1 At the conclusion of negotiations, upon ratification from both parties and approval of the final draft of the new agreement, OAPSE will print the agreement and each party will pay fifty (50%) percent of the printing cost.

37.2 When new employees are awarded a first contract, management will provide the new employee with a copy of the negotiated agreement and notify the Union President of the new employee's identity.

ARTICLE 38 - DURATION

38.1 This contract shall be effective upon its execution by the parties and shall expire on June 30, 2015.

IN WITNESS WHEREOF, the duly authorized representatives of the Northwest Local School District Board of Education and the Ohio Association of Public School Employees, Local No. 230 have executed this contract on the 13th day of October, 2011

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Local No. 230

NORTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: *Tracy M. Keller*
President

By: *Pamela L. DeHogel*
President

By: *Brenda A. Bright*
Vice President

By: *Randall R. Bentman*
Treasurer

**NORTHWEST LOCAL SCHOOL DISTRICT
Salary Schedule**

Bus Drivers

Step		July 1, 2011 Effective Date
0		\$16.25
1		\$16.49
2		\$16.80
3		\$17.10
4		\$17.40
5		\$17.70
6		\$18.01
7		\$18.31
8		\$18.61
9		\$18.92
10		\$19.29
11		\$19.66
PDL-1		\$20.30
PDL-2		\$20.73
PDL-3		\$21.04

NORTHWEST LOCAL SCHOOL DISTRICT

Mechanics Schedule

Step	July 1, 2011 Effective Date
0	\$17.52
1	\$17.78
2	\$18.08
3	\$18.40
4	\$18.72
5	\$19.02
6	\$19.34
7	\$19.65
8	\$19.97
9	\$20.27
10	\$20.65
11	\$21.03
PDL-1	\$21.72
PDL-2	\$22.14
PDL-3	\$22.45

**NORTHWEST LOCAL SCHOOL DISTRICT
Salary Schedule**

<u>Mechanic Helper</u>	
Step	July 1, 2011 Effective Date
0	\$12.44
1	\$12.86
2	\$13.29
3	\$13.63
4	\$14.06
5	\$14.53
6	\$14.97

<u>Head Mechanic</u>	
0	\$20.60
1	\$21.04
2	\$21.49
3	\$22.00
4	\$22.57
5	\$23.03
PDL-1	\$23.48
PDL-2	\$23.94
PDL-3	\$24.41

Bus Assistant

Step	Effective July 1, 2011
0	\$10.71
1	\$11.21
2	\$11.70
3	\$12.20
4	\$12.66
PDL-1	\$13.16
PDL-2	\$13.62
PDL-3	\$13.93