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**The Ohio Association of
Public School Employees**

Local 269

AFSCME Local 4/AFL-CIO

and

Norwalk City Board of Education



**COLLECTIVE BARGAINING
AGREEMENT**

July 1, 2011 through June 30, 2013

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ARTICLE 1 – DEFINITIONS

- A. Board - Herein refers to the Norwalk City Board of Education
- B. Union - Herein refers to the organization which represents the classified employees of the Norwalk City School District. OAPSE (Ohio Association of Public School Employees).
- C. Regular Full-Time Employees - Those who are regularly employed forty (40) hours per week on a regular basis in a calendar week.
- D. Regular Part-Time Employees - Those who are regularly employed for five (5) to thirty-nine (39) hours a week on a regular basis in a calendar week.
- E. Substitute Employee - One who fills in for an employee when the regular employee is absent and performs his/her duties at set hours of the regular employee.
- F. Administrator, Supervisor or Truant Officer - One who has the authority through the Board of Education to hire, transfer, assign, promote, discharge, evaluate, discipline, and be a liaison between home and school or having the responsibility to make recommendations thereon.
- G. Advisory Panel - Persons whose purpose is to help the negotiating parties reach a voluntary agreement without any form of coercion.
- H. Days - All days referred to in this agreement shall be normal work days, Monday through Friday.
- I. Impasse - A state in negotiations reached after a reasonable number of good faith negotiation sessions in which the parties are unable to resolve the total proposal being negotiated without additional assistance. Either party may decide that the point of impasse has been reached.
- J. Professional Negotiations - Means conferring, discussing, and negotiating in good faith by the Board of Education, or its designated full-time administrative representatives, and the recognized classified organization, through its designated representatives, in an effort to reach agreement with respect to wages, hours of work, and terms and other conditions of employment.
- K. Uninterrupted - The Length of Service, is to include all leaves and layoffs, holidays, sick leaves, vacations, compensated time off, and disabilities and approved time. (This defined as uninterrupted Length of Service.)
- L. Mandates - For all mandates coming from State or Federal which require monetary fee - memorandums of understanding will be negotiated.
- M. Alternate Assignment - When a regular employee is taken from normal assignment, such as:
Training Meeting

Field Trips
Kindergarten Screening
Covering for another employee
Professional Meeting
Meetings called by Superintendent, Assistant Superintendent or Administrator

1. Alternate Assignments shall not be charged against sick leave or personal leave.

ARTICLE 2 - RECOGNITION

- A. The Board recognizes the Ohio Association of Public School Employees, on behalf of Local 269, and AFSCME Local 4/AFL-CIO as the sole and exclusive bargaining agent for all classified employees, except for administrators, supervisors, truant officers, in-school suspension monitors, Superintendent's secretary, and Assistant Superintendent's secretary in the school district. Such recognition shall remain in effect for the term of the agreement.
- B. In all Board Manuals, Policies, Regulations, etc. - Classified Personnel should be called "Classified" and not referred to as "non-certificated," "non-certs," "non-professionals," or by any other negative terminology.

ARTICLE 3 - CONTEST OF REPRESENTATION

- A. If any member of the bargaining unit, group of members, or any individual or organization on their behalf wish to challenge OAPSE Local 269 and AFSCME Local 4/AFL-CIO as the sole and exclusive bargaining agent for members of the bargaining unit, such a challenge shall be as prescribed in Section 4117.07 of the Revised Code.

ARTICLE 4 - UNION RIGHTS AND PRIVILEGES

- A. The Union, or any committee thereof, is authorized reasonable use of school mails and mailboxes. Misuse of this privilege may result in withdrawal of the use of school mail and mailboxes if the Administration first documents misuse of this privilege and then allows the Union the opportunity to correct such misuse. A copy of all communications sent via school mail will be forwarded to the Superintendent or his/her designee.
- B. Duly authorized representatives of the Union and their respective affiliates, including the Field Representative assigned by the Ohio Association of Public School Employees, shall be permitted to transact official Union business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and provided that any Association business to be transacted with classified staff members during duty hours shall be with the prior approval of the building administrator or supervisor.
- C. A member of the Union will be given the opportunity at the opening session of each school year to extend a welcome and to make announcements to the classified staff.
- D. The Union will have the right to use school buildings without cost, at reasonable times,

for meetings.

- E. The Union shall follow established building use procedures.
- F. Within sixty (60) days after the execution of this Agreement, the Board shall print or duplicate and distribute without charge a copy of this Agreement to every employee in the bargaining unit. Additional copies shall be available if needed by the President of the Local during the duration of this Contract.

ARTICLE 5 - AGENCY SHOP

- A. Effective July 1, of the current school year, or the first day of the employees' new contract year, the Norwalk City Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed the dues of OAPSE state and local from the pay of all members of the bargaining unit who elect not to become members of the Union or who elect not to remain members. All classified employees must become members of OAPSE #269 on day 96, after successful completion of their 95-day probationary period.
- B. The Treasurer of the Board shall, upon ten (10) day written notification from the Union that a member has terminated membership, commence the check-off of the agency shop fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fee less the amount previously paid through payroll deduction.
- C. Payroll deduction of such fees shall begin at the same payroll period as dues deductions are begun for members of the Union except that no deductions shall be made for newly hired bargaining unit members until the third paycheck.
- D. Dues rates and agency shop fee rates shall be transmitted by the Union to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the members of the bargaining unit for whom all such deductions were made, the period covered, and the amounts deducted for each.
- F. Upon demand, non-members may appeal to the Union the rebate of any expenditure in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining pursuant to the internal procedure adopted by the Union, and/or such non-members may apply for exemption as provided by law.
- G. Implementation of this fee shall begin in the third paycheck received in the current school year by bargaining unit members who have elected not to be members of the Union; the Union agrees to notify all such non-members of their right to become members of the Union during the month of September.
- H. The amount to be deducted from the pay of all non-Union members shall be no more than the full dues of OAPSE. The deduction of a fair share fee by the public employer from

the payroll check of the employee and its payment to the employee organization is automatic and does not require the written authorization of the employee. 4117.09 (C)

- I. The Union represents to the Board that an internal rebate procedure has been established in accordance with section 4117.09 (C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

- J. The Union agrees to indemnify and save harmless the Board for any cost or liability, INCLUDING PUNITIVE DAMAGES, incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. The Board shall give, within ten (10) days of receipt, written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 - 2. The Union shall reserve the right to designate counsel to represent and defend the employer.
 - 3. The Board agrees to: (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceedings; (2) permit the Union or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action.
 - 4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the agency shop fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fee provision herein.

- K. The above fair share fee provision shall be an exclusive right of the Union not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Union.

ARTICLE 6 - SCOPE OF NEGOTIATIONS

- A. The Union shall have bargaining rights on the following matters:
 - 1. Wages
 - 2. Hours of Work
 - 3. Terms and Other Conditions of Employment

ARTICLE 7 - REPRESENTATION ON NEGOTIATING TEAMS

- A. The Board may appoint its designated representative who shall meet with designated representatives of the Union to negotiate in good faith. The Board's negotiating team and the Union negotiating team will each be limited to five (5) members. Neither party shall

have control over the selection of the other party's team members. The Board and the recognized organization shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) members. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

ARTICLE 8 - DIRECTING REQUESTS FOR MEETINGS

- A. Negotiations shall not begin before ninety (90) calendar days prior to the date of the termination of the agreement, unless the parties mutually agree to commence negotiations at an earlier date. Either party may request a meeting for the purpose of conducting negotiations.
- B. A request from either party must be made in writing. The request will be signed and dated.
- C. The Superintendent, as executive officer for the Board, will direct such requests to the President of the Union.
- D. The President of the Union will direct such requests to the Superintendent as executive officer for the Board.

ARTICLE 9 - NEGOTIATIONS MEETINGS

- A. 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 involved will establish a mutually agreeable date, site, and time for the meeting.
- B. All days referred to herein shall be construed as normal working days, Monday through Friday.
- C. Negotiations shall conclude within sixty (60) days unless an extension is mutually agreed to by both parties.
- D. Negotiations meetings shall, insofar as possible, be scheduled so as not to interfere with the employees' normal working schedule. In the event that it is impossible to hold meetings that do not interfere with work scheduled, the employees shall be released from their duties, and will not be required to make up lost time and will not suffer loss of pay.

ARTICLE 10 - INFORMATION

- A. The Board of Education and the Superintendent agree to provide the Union's negotiating committee, upon request in reasonable time, both prior to and during negotiations, all available and relevant information, both present and projected, concerning the financial resources of the school system, and such other information that will assist the Union in developing accurate proposals. All requests for information shall be directed to the

Superintendent in writing. Requests for information will be in writing and will specify the nature of the negotiated item for which information is requested. Information requested must not be of confidential nature, and the request should be stated as specifically as possible. The cost of personnel time and materials will be borne by the requesting party. If such request would place an undue burden on personnel time, the Superintendent may, at his/her discretion, permit recognized members of the requesting party to obtain the necessary information on their time. No records will be removed from the office where filed.

ARTICLE 11 - WHEN NEGOTIATIONS ARE IN PROGRESS

- A. All negotiations will be closed to the public.
- B. Caucus - the chairperson of either group may temporarily recess the meeting for the purpose of individual caucus at any time.
- C. Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by each party. Such initialing shall be construed as tentative agreement by both parties on that item, subject to ratification by the membership of the Union and adoption by the Board.
- D. Schedule of Meetings - Until negotiations are completed, each meeting shall include a notice of the time, place, and agenda for the next subsequent meeting.

ARTICLE 12 - AGREEMENT

- A. When tentative agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Union and the Board for their consideration. If ratified, the Union shall notify the Board within three (3) days of such ratification. The Board shall take action within seven (7) days from receipt of the notice of ratification. If adopted by the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Superintendent and the Union President.

ARTICLE 13 - DISAGREEMENT

- A. RESPONSIBILITIES
 - 1. The parties engaged in negotiations pledge to negotiate in good faith and to diligently explore all aspects of the proposal being negotiated to attempt to reach an agreement.
 - 2. If the proposal cannot be resolved to the mutual satisfaction of both parties within sixty (60) days from the first negotiations meeting as set forth in Article 9 (A), either party may request the establishment of an advisory panel within ten (10) days of a declared state of impasse.

B. IMPASSE

1. In the event an agreement is not reached by negotiations after sixty (60) days from the first bargaining session, either of the parties shall have the option of declaring impasse. Impasse may be declared at any time upon the mutual agreement of the parties.
2. If impasse is declared, it is declared on all the issues where tentative agreement has not been reached by the parties.
3. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
4. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
5. Unless otherwise mutually agreed upon, in writing, between the parties, the mediator shall have no authority to recommend or to bind either party to any agreements.

ARTICLE 14 - NO STRIKE/NO LOCKOUT

During the term of this Contract, the Union shall not strike nor shall the Board lock out members of the bargaining unit as such terms are defined and such actions precluded by Chapter 4117 of the Revised Code.

ARTICLE 15 - GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure shall be to secure, at the lowest possible level, equitable solutions of grievance arising out of this Master Agreement. Such procedures shall be available to all members of the bargaining unit or the Union and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. All proceedings conducted pursuant to this procedure shall be confidential.

B. GRIEVANCE DEFINED

A grievance is a complaint involving the violation, misinterpretation or misapplication of the Master Agreement.

C. RIGHTS OF THE EMPLOYEE

The employee may represent himself or upon request, shall have the right to Union representation only, at all steps of the grievance procedure.

D. DAY DEFINED

For the purpose of this Article, a day shall mean a workday; provided however, if the act or condition which is the basis of the grievance occurs during the member's regular duty year, the time periods set forth herein shall continue to run even though such member is not regularly employed by the Norwalk City School District during the summer months.

E. GRIEVANCE PROCEDURE

1. Any employee, group of employees or the Union having an alleged grievance shall first discuss such alleged grievance with his/her immediate supervisor.
2. If the discussion does not resolve the alleged grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's immediate supervisor as specified in the employee's job description.

If such alleged grievance is not lodged within fifteen (15) working days following the act or condition which is the basis of said alleged grievance, said alleged grievance shall no longer exist. The written alleged grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the alleged grievance is based and the specific provision of the agreement allegedly violated, misinterpreted or misapplied, and the specific remedy sought. The alleged grievance must be signed by the employee. A copy of such alleged grievance shall be filed by the employee with the Superintendent or his/her designee. The employee shall have the right to request a hearing before his/her immediate supervisor. Such hearing shall be conducted within ten (10) working days after the receipt of such request. The employee shall be advised in writing of the time, place, and date of such hearing, and shall have the right to be represented at such hearing by a representative of his/her choice.

The immediate supervisor shall take action on the written alleged grievance within ten (10) working days after the receipt of said alleged grievance, or if a hearing is requested, within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent or his/her designee.

3. If the action taken by the immediate supervisor does not resolve the alleged grievance to the satisfaction of the employee, such employee may appeal in writing, to the Superintendent or his/her designee on the standard form provided. Failure to file such appeal within three (3) working days from receipt of the written memorandum of the immediate supervisor's action on said alleged grievance shall be deemed a waiver of the right to appeal. The alleged grievance shall cease to exist. Upon request, a hearing shall be conducted by the Superintendent or his/her designee within ten (10) working days after the receipt of the request. The employee shall be advised in writing, of the time, place, and date of such hearing and shall have the right to be represented at such hearing by a

representative of his/her choice. The Superintendent or his/her designee shall take action on the appeal of the alleged grievance within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the immediate supervisor.

4. If the action taken by the Superintendent or his/her designee does not resolve the alleged grievance to the satisfaction of the employee, such employee may appeal in writing to the Board on the standard form provided. The notice of the appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within three (3) working days from receipt of the written memorandum of the Superintendent or his/her designee's action on said alleged grievance shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The employee shall have the right to be represented at such meeting by a representative of his/her choice. Said meeting will be held in executive session.

The Board shall report its findings upon such appeal no later than the next regular Board meeting. Copies of the final action shall be sent to the employee, immediate supervisor, and the Superintendent or his/her designee.

Upon mutual agreement between the Board and the employee, on a case by case basis with the mutual agreement of both parties, the Board's level could be waived.

5. If the grievant and the Union are not satisfied with the Board's disposition of the grievance, the Union, within thirty (30) days of receipt of the Board's disposition, shall give written notice of arbitration to the Board. A joint request shall then be filed within thirty (30) days with the American Arbitration Association for a list of seven (7) arbitrators. Upon receipt of the list of arbitrators from AAA, the parties shall alternately strike names to determine if any person so listed is mutually acceptable. If no person is acceptable, a second list of seven (7) arbitrators shall be jointly requested and the parties shall alternately strike names until a single name remains who shall be appointed as arbitrator. After the receipt of the first list, the parties shall have thirty (30) days to make final selection.

The arbitrator shall conduct a hearing de novo on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the hearing promptly and issue the decisions within thirty (30) days following the completion of the hearing. The decision of the arbitrator shall be binding on the Board, the Union, and the grievant. The decision shall be in writing and copies sent to the Board, the Union, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, or alter any provisions of this collective bargaining agreement. The arbitrator shall expressly confine himself to the precise issues submitted and no award shall be rendered which is contrary to law.

The fees and expenses of the arbitrator shall be paid equally by the parties involved.

Other required expenses relating directly to the hearing shall be borne by the party incurring such expenses.

ARTICLE 16 - PAYROLL DEDUCTIONS - MEMBERSHIP DUES

- A. The Board agrees to payroll deductions for membership dues and state dues for all classified employees. The amount of deduction must be submitted to the Treasurer on or before the date of the second paycheck at the beginning of the school year. No new deductions will be submitted after October 31st of each year. There will be an automatic renewal on the second pay period at the starting of school. These deductions will consist of eighteen (18) equal installments ending in May. The Treasurer of the Board will issue a check to the Union for the total amount deducted each pay. Local membership dues are \$10.00 – One Dollar (\$1.00) per pay until amount reached. Union dues deductions will begin on day 96, after the 95-day probationary period is successfully completed.
- B. 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 a written authorization. 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. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 17 - NON-DISCRIMINATION

Neither party shall engage in discrimination against any employee based on race, sex, age, religion, national origin, handicap, or membership or non-membership in the Union.

ARTICLE 18 - CIVIL SERVICE

- A. The Supreme Court of Ohio has held that all classified and unclassified employees of city school districts are civil servants within the meaning of Chapter 124 of the Ohio Revised Code and are entitled to hold their positions unless removed in accordance with Civil Service laws. Dismissal may be made on proof of any specific act which comes within the reasons listed in Section 124.34, Ohio Revised Code, or for an accumulation of acts of lesser consequence. The tenure of every employee shall be during good behavior and efficient service; but any such employee may be removed for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination discourteous treatment of the public, neglect of duty, or violation of the rules of the Board.
- B. All initial appointments shall be on a probationary period of ninety-five (95) work days, from the effective date of the appointment and no appointment or promotion is final until the appointee has satisfactorily served his/her probationary period.

- C. During the ninety-five (95) work days probationary period, the candidate chosen must demonstrate proficiency on the job as determined by the administration before attaining permanent status. Removal of a probationary employee shall be in accordance with law.
- D. In all cases of removal of probationary employees, the Board shall furnish such employee with a copy of an order of removal.

ARTICLE 19 - DISCIPLINE

- A. The discipline of any bargaining unit member shall be designed to correct or improve deficiencies in the employee's job performance, behavior, work habits, known OSHA laws, and related areas, except where an infraction requires termination action.
- B. Employees shall have the right to Union representation at any formal discipline related meeting or hearing.

ARTICLE 20 - EMPLOYEE EVALUATION

- A. Regular employees will be evaluated every year and done by no later than May 1. Each employee will be evaluated accordingly and pertaining to their classification. A conference will be held with each employee, there upon evaluation will be signed. Employees shall have the right to attach a written response to an evaluation placed in the permanent personnel file, to be submitted within thirty (30) days of evaluation conference.

Newly hired employees will be evaluated three times during their probationary period of ninety-five (95) work days. At the end of the ninety-five (95) work days, a conference will be held to let newly hired employees know whether they will continue or not and also to cover any concerns either party has concerning job and job performance.

- B. All members of the bargaining unit will receive a copy of their evaluation within five (5) work days from the time the member is evaluated. Only procedural issues arising from the evaluation process shall be subject to the grievance procedure.

ARTICLE 21 - PERSONNEL FILES

- A. An employee shall have the right to examine his/her personnel file during regular working hours in the presence of the Superintendent or his/her designee and shall be informed whenever derogatory information is placed in his/her permanent personnel file. Excluding law enforcement, investigations involving a legal warrant, an employee shall be notified immediately of any request to view contents of an employee's file.
- B. An official file which includes, but not limited to, the following items shall be maintained in the office of the Superintendent of Schools or at such other location as the Superintendent may designate, for each employee:
 - 1. Application for employment.

2. Current employment contract.
 3. Written reprimands or complaints, together with any written replies thereto.
 4. Written observations and evaluations required by the district's evaluation procedure.
- C. Custodians of the personnel records are obliged to follow the Ohio law as it pertains to the release of public records.
 - D. No anonymous information pertaining to an employee shall be included in the file.
 - E. If an employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained by the Board, he/she may request that the Superintendent investigate the current status of the information within reasonable time of receiving the request and the agency must make a reasonable investigation to determine if the disputed information complies with the provisions of law.
 - F. The review of such files shall be, at the discretion of the Superintendent, in the presence of the Superintendent or his/her designee. No material in the file may be removed by the employee or his/her representative without the express written consent of the Superintendent.
 - G. An employee may request and shall receive, at the usual and customary cost, a reproduction of any item in his/her file.
 - H. Records of disciplinary action, reprimands, and/or complaints, which are more than two (2) years old shall not be used for disciplinary action, including termination. Such records may be used in support of disciplinary action, including termination, based on similar conduct occurring within the previous two (2) years.

ARTICLE 22 - CONTRACTS OF EMPLOYMENT

- A. When an employee is hired, he/she shall be granted credit for any school year in which he/she worked one hundred twenty (120) days or more in the employ of the Board for the purpose of placement on the salary schedule.

ARTICLE 23 - SALARY NOTICES

- A. In the event negotiations are not settled on or before July 1, salary notices shall be sent out when the agreement is ratified.

ARTICLE 24 - PAY DAY

- A. When payday falls on a holiday, the preceding day shall be payday and delivery of direct deposit slips will be at the end of the normal working day unless an emergency should occur beyond the Treasurer's control. There will be twenty-six (26) or twenty-seven (27) equal pay periods for every employee.

- B. The Board shall provide electronic transfer (direct deposit) of employee's paychecks. This shall be mandatory for all employees' funds. Wages to be paid to member will be paid in twenty-six (26) or twenty – seven (27) equal payments. Therefore, direct deposit requires a twenty-six (26) or twenty-seven (27) equal pay calculations with any overages or shortages involved in the last week of that pay cycle not showing up until the next pay.
- C. Notification will be sent stating when the 27 equal pays will occur.

ARTICLE 25 - ADJUSTMENT IN PAY SHORTAGES

- A. When an employee finds a shortage in his/her pay and the amount is verified by the Treasurer to be less than \$25.00, the adjustment will be made in the next regular pay. If the amount is verified by the Treasurer to be \$25.00 or more, the adjustment will be made up by the third working day after it is reported and verified by the Treasurer.

ARTICLE 26 - DEDUCTIONS - CREDIT UNION

- A. The Board agrees to payroll deductions for the School Employees' Federal Credit Union and Firelands Federal Credit Union.
- B. Annuity deduction language shall be amended to meet new IRS federal 403(b) regulations. The parties agree to comply with Federal Law.

ARTICLE 27 - CALAMITY PAY

- A. When schools are closed due to an epidemic or other public calamity, all employees must be paid for all time lost. However, the Board is not required to pay an employee a premium rate if the employee works during this time.
- B. If the supervisor requests the employee to work a calamity day, the employee will be compensated at his/her regular hourly rate. All employees who are asked to work during a two hour delay will be compensated at straight time for the actual hours they work.
- C. No additional pay for calamity make-up days if already paid for the day.

ARTICLE 28 - CREDIT TRANSFERS

- A. Newly employed classified personnel may be given credit on the pay scale for the years of experience in a previous job of similar duties. This credit shall not exceed four (4) years of experience. The clarification of similar duties will be the responsibility of the Superintendent or his/her designee.
- B. Classified personnel, when transferring from one job classification to another of higher pay, shall be granted actual service, not to exceed six (6) years of experience on the pay scale in the new job classification. However, no employee will earn a lower hourly rate than they earned in the position that they are leaving.

- C. Employees requesting a transfer from one job to another will be given their rate of pay at the classification of the same service years.

ARTICLE 29 - OVERTIME

- A. The standard work week shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week. Each Sunday through the following Saturday, will be used for the determination of overtime pay in excess of forty (40) hours worked in any one week. Overtime is to be at the job classification rate in the position in which overtime is worked.
- B. All work performed on Saturday or Sunday will be paid at the regular rate if actual hours worked are not in excess of forty (40) hours for the week. For purposes of this agreement, sick leave, holidays, vacation, and personal leave shall be counted as part of the forty (40) hours.
- C. All work performed on Saturday or Sunday will be paid at time and one-half (1-1/2) the regular pay for hours worked in excess of forty (40) hours.
- D. All work performed on holidays will be paid at twice (2 times) the regular pay.
- E. Payment of overtime shall be paid the pay period following the pay period in which the overtime was accrued.
- F. All overtime shall be voluntary and only upon the approval of the Superintendent.
- G. The offering of extra bus trips shall be continued as per present practice except that after a regular driver has worked sixty (60) hours within a seven day period, he/she may be passed over for the balance of the seven day period.
- H. Upon the mutual agreement of the employee and the Superintendent, compensatory time should be granted for all days worked in excess of forty (40) hours in a seven day period. Such compensatory time shall be at one and one-half (1-1/2) times hours worked and may be accumulated up to a maximum of two hundred forty (240) hours.
- I. All overtime shall be offered first by seniority within the building. Should no one in the building accept the overtime then a System seniority rotation shall be used. Athletic events are included in the rotation.
- J. The assignment of personnel for emergencies shall be an administrative decision.
- K. Except as otherwise provided in Article 29 of the Agreement, any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement; provided however, such employee may be required by his/her supervisor to perform services on behalf of the School District for the two (2) hour period of which he/she is so compensated.

ARTICLE 30 - LUNCH PERIOD

- A. All employees working five consecutive hours or more shall have a minimum of thirty (30) minutes, uninterrupted, lunch period. Such lunch period shall be exclusive of the time for which the employee is paid. The administrator in charge shall schedule the time for lunch periods. If an employee's lunch period is interrupted due to an emergency situation by the administrator in charge, the employee will reschedule his/her lunch period so he/she will have a minimum of thirty (30) minutes.
- B. No employee shall leave his/her assigned work station or building without notifying the office. Second shift employees will notify their supervisor initially of their intentions for their lunch breaks.
- C. Each cleaning person working two (2) hours or more shall receive a 15 minute paid break for each day worked.

ARTICLE 31 - PROFESSIONAL MEETINGS

- A. Application for professional leave should be submitted not less than two (2) weeks before the date of the event. The application for "Conference and Workshop Attendance Request" must be completed by all employees, signed by designated persons, and forwarded to the Superintendent or his/her designee's office for action. A copy indicating action taken will be returned.
- B. The applications and reimbursement forms are available in the offices of the principals.

ARTICLE 32 - PROMOTIONS

- A. In general, vacancies in any position for classified personnel shall be filled, insofar as practical, by promotions or transfers.
- B. The office of the Superintendent or his/her designee will post notification of each vacancy for a period of seven (7) days in locations where such information will be available to all employees. Any employee who meets qualifications and wishes to be considered for the position must notify the office of the Superintendent or his/her designee within the time limitation as stated in the posted notice. All candidates will be interviewed by the administrator in charge who will recommend to the Superintendent or his/her designee his/her choice of who is best qualified. If qualifications, as determined by the administrator in charge, are equal, the employee with the most seniority will be appointed.

Vacancies will be filled within 30 days of date of posting, unless there are extenuating circumstances and an extension is mutually agreed upon.

Local President will receive a list of person(s) bidding on said postings.

- C. Employees who are awarded bids shall serve a thirty (30) work day transfer probationary period in which Employee shall have the opportunity to demonstrate their ability to

perform their job. The Board may cause the Employee to be returned to their original job assignment on the 30th day of the probationary period. If the Employee is disqualified by the Board, the Employee shall be given the reason in writing why he/she was disqualified.

If the Employee is successful and awarded the bid, he/she upon the 30th day, shall receive the new rate of pay, retroactive to the (actual) date of transfer upon Board action.

ARTICLE 33 - WORK RULES

The Employer shall provide copies of all existing work rules, policies, or directives to the Officers of the Union and the Bargaining Unit Employees.

Copies of newly established work rules, or amendments to existing work rules, will be furnished to and discussed with the appropriate Union Officials prior to their posting and implementation.

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

ARTICLE 34 - WARM WEATHER WORK ATTIRE

The following pertains to bus drivers, custodians, cleaning personnel, and maintenance staff:

1. Shorts may be worn provided they are no more than one (1") inch above the knee and have a hem at the bottom.
2. Shirts are to be worn at all times by all staff. Tee-shirts are acceptable.

ARTICLE 35 - SENIORITY

- A. System seniority shall be defined as the uninterrupted length of service by an employee as computed from the most recent date of hire.
- B. Classification seniority shall be defined as the uninterrupted length of service by an employee on a particular job classification as computed by the employee's most recent date of entry into the classification.

Classifications are:

Assistant to the Treasurer

Secretary

Class I - Supervisor
- Principal

Class II - Building

Receptionist - Clerical

Para Professionals/Educational Assistants

Building
Library
Transportation
Low Incidence
Special Needs

Bus Driver

Custodial/Grounds

Food Truck/ /Custodian

Maintenance/Building

Mechanic

Cleaning Person

Cook (6 hour)

Cook Helpers (3 hours or less)

- C. There shall be a probationary period of ninety-five (95) work days for newly hired employees.
- D. Authorized leaves-of- absence do not constitute an interruption in service, nor shall an employee advance seniority accumulation during that time
- E. In the event that identical seniority exists for two (2) or more employees, the following tie-breaking criteria shall be applied:
 - 1. Date of Board action on employment.
 - 2. Date of application for employment.
 - 3. Joint consultation by the parties to determine a fair method of breaking the tie.

ARTICLE 36 – TRANSFERS

- A. Alternate assignment cannot be used as a way around a two week notice of transfer.
- B. Necessary transfers from one building to another or from one position to another within the system shall be made for any purpose which in the judgment of the Superintendent or his/her designee is for the welfare of the school or the employee. Any employee who is to be transferred shall be granted the courtesy of a written two week advance notice before the transfer is made. These transfers can be made at any time during the year. If there is an emergency transfer needed, administration must gain approval from OAPSE President.

ARTICLE 37 - TEMPORARY TRANSFERS

- A. If an employee is assigned to work in a job classification other than the employee's normal classification, for a period in excess of ten (10) working days, then said employee shall be compensated at the rate of pay for said classification.

ARTICLE 38 - LAYOFF AND RECALL

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
- C. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as is practical, of employees who resign, retire, or otherwise vacate a position.
- D. When it becomes necessary to lay off employees for the reasons as stated above, layoffs shall be by classification seniority with the least system senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education.
- E. Authorized leaves of absence do not constitute an interruption in continuous service. Seniority shall be determined by the number of years of experience in the Norwalk City School District as determined by the date of actual employment. Seniority shall not accumulate while an employee is on suspension. In the case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
- F. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

- Assistant to the Treasurer
- Secretary
 - Class I - Supervisor
 - Principal
 - Class II - Building
- Receptionist - Clerical
- Para Professionals/Educational Assistants
 - Building
 - Library
 - Transportation
 - Low Incidence
 - Special Needs
- Bus Driver
- Custodial/Grounds
- Food Truck/Custodial

Maintenance/Building
Mechanic
Cleaning Person
Cook (7 hour)
Cook Helpers (3 hours or less)

- G. The Board of Education shall determine in which classifications the layoff should occur and the number of people to be laid off. In the classifications of layoff, employees on probation shall be laid off before an employee in that classification employed under a continuing contract is laid off.
- H. Thirty (30) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in an accessible place at the Board Office, a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. Reasons for the layoff or reduction.
 2. The effective date of layoff.
 3. A statement advising the employee of his/her rights of reinstatement from the layoff.
- I. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- J. Vacancies which occur in the classifications shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
- K. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. Seniority cannot be accumulated during this time.
- L. An employee shall notify the Board of Education, during this period, if he/she has been employed elsewhere and desires to have his/her name removed from the list.

ARTICLE 39 - BUMPING

- A. An employee scheduled for layoff in one classification that also holds previous seniority in another classification shall have the right to bump the least senior employee in the former classification provided he/she has greater district seniority. The employee who elects to bump shall retain all rights to recall to the position in which the layoff occurred.

ARTICLE 40 - FIELD TRIP RATES

- A. Bus drivers will be paid a flat rate of \$12.50 per hour for all field trips

ARTICLE 41 - BUS ASSIGNMENTS

- A. Prior to the opening of school the Director of Support Services, will meet with drivers and provide a list of all drivers and their established bus runs, including estimated times, will be posted, for the entire school year, with the Norwalk City Board of Education.
- B. If a bus run should open during the school year, that position would be posted for all regular bus drivers. The position will be filled by the Director of Support Services from a list of the interested regular bus drivers. If none of the regular bus drivers express an interest in the opening, then a list of interested substitute bus drivers will be offered to the Director of Support Services and a driver will be selected from the list. If none of the substitute bus drivers express an interest in the opening, a new driver will be hired.
- C. An attempt will be made to keep field trip time as equal as possible for those drivers who have indicated their desire for field trips. The assignment of field trips will be on a rotation basis. If the rotation cycle has been completed and a driver is not available, a substitute driver will be called.
- D. In the event a bus driver is not successful in passing the necessary CDL written driver's license exam, the Board of Education will hold the employee's position, without pay, for a period of up to ninety (90) work days to allow employees time to re-test.
- E. Regular drivers updating bus routes shall be paid for time spent working on bus lists, up to a maximum of three hours, provided all work is performed on the school grounds and has been approved by the Director of Support Services.
- F. Bus drivers shall be paid for any and all necessary conferences and any other meetings in the line of duty when they are held during the time that the bus driver is off duty. Minimum pay for each conference shall be one hour at regular hourly rate, including the event of no-shows.
- G. Additional 5 minutes (to the existing 15 minutes) drive time shall be added daily for CDL requirements and upkeep, including bus cleanliness.
- H. Bus drivers will not be called in on a scheduled day off. All in-service meetings attended will be paid at regular rate of pay. Request for all work days to be on calendar. Employee is responsible for 180 work days and 7 holidays.

ARTICLE 42 - BUS TRIP CANCELLATION

The Administration shall call the driver in the event of cancellation. If a trip is cancelled after the driver has come in to the transportation department, the driver shall be paid two (2) hour's pay, at the regular driving rate, for loss of time and his/her personal transportation. A driver shall be paid two (2) hour's pay at the regular driving rate, when a trip is called off and the driver reports for work without notification of the trip's cancellation.

ARTICLE 43 - RETIREMENT PICK-UP

Effective January 1, 1984, the Board shall assume and pay to SERS the employee's contribution required from time to time under Section 3307.51. These contributions which are "picked up" by the Board shall be paid by the Board in lieu of contributions by the employee. No employee shall have the right to receive the contributed amounts directly instead of having them paid by the Board to SERS. However, each employee's compensation shall be restated and reduced effective on and after January 1, 1984 in an amount equal to the contributed amounts from time to time.

ARTICLE 44 - BOARD PAID MILEAGE

Employees shall receive reimbursement for authorized use of their vehicle at the IRS approved rate in effect on July 1 of each year, to be paid that amount through the year from July 2 through the following July 1. All in-district mileage shall conform to the mileage chart available in each building. The current rate shall be posted in each building for employee notification.

ARTICLE 45 - JOB DESCRIPTIONS

Upon written request, the Union shall be furnished with a copy of the job description of each classification covered under the terms of the Agreement. In the event of any change in any job description covered in this Agreement, the President of the Chapter shall be notified of such change and of the effective date of such change.

ARTICLE 46 - PHYSICAL EXAMINATIONS

The Board shall pay the cost of any physical examination that it requires of any member of the bargaining unit by a Board designated physician up \$60.00.

At the discretion of the Superintendent, one or more additional examinations by a doctor or doctors, as may be designated by the Superintendent, shall be required. The full cost of such additional examination or examinations shall be paid by the Board.

ARTICLE 47 - BACKGROUND CHECKS

- A. The Board shall pay all costs of mandated BCI (state) and FBI (federal) background checks for all bargaining unit employees. The Board will reimburse all bargaining unit employees who obtained and paid for their BCI/FBI background checks, between the dates of November 17, 2007 and September 5, 2008.

ARTICLE 48 - CDLs/ABSTRACTS

- A. CDL mandatory certification renewal fee pick up by the Board. Any expenses incurred by the employee, the Board will pay up to a maximum of \$65.00.
- B. Board will pay for all Drivers' Abstracts.

ARTICLE 49 - SAFETY COMPLIANCE DISCRIMINATION

- A. No member of the bargaining unit shall be discriminated against as a result of reporting any condition believed to be a violation of any health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- B. If the Union believes that additional safety tools and equipment are necessary for the health and safety of one or more members of the bargaining unit, the President shall so advise the Superintendent. If the Superintendent does not resolve the matter to the satisfaction of the Union, the President or his/her designee shall, upon request, be placed on the agenda at the next regular or special meeting of the Board.

ARTICLE 50 - SUBCONTRACTING

- A. No outside contractor may be used to displace bargaining unit members without notice to the Union of the Board's intent to so subcontract. Upon the written request of the Union President, representatives of the Union, before final Board action, shall be granted the opportunity to show cause why such subcontracting should not be entered into.
- B. No subcontracting to occur during this contract.

ARTICLE 51 - RESPONSIBILITY FACTOR

- A. The responsibility factor shall be removed from the salary schedule. The head custodian in each building shall be paid one and one-half (1-1/2) for all hours in excess of forty (40) hours worked in a seven (7) day period. Each head custodian who is grandfathered under the old provision (Zimmerman) shall be guaranteed the opportunity to earn overtime pay which at least equals the amount that would have been earned as the responsibility factor for his/her school building during a school year. If the amount of overtime is less than the responsibility factor, the difference will be paid the employee.

ARTICLE 52 - SUBSTITUTES

- A. Substitutes who work more than fifteen (15) consecutive days at the same job position shall be paid after the tenth day at the base salary step for the position in which they are working.
- B. If an employee subs in an existing position longer than sixty (60) consecutive working days, he/she will be eligible for sick days, personal leave, insurance benefits, and if eligible, for accrued vacation time.

- C. Reimbursement for a regular employee substituting in a different classification will be paid at the employee's "hourly rate" as designated on the salary schedule.

ARTICLE 53 - SICK LEAVE

- A. All employees excluding substitutes and students in a paid position shall be entitled to fifteen (15) days sick leave per year with pay which shall be credited at the rate of one and one-quarter (1-1/4) days per month.
- B. Each newly hired regular employee and each regular employee who has exhausted his accumulated sick leave may be entitled to an advancement of five (5) days each year. Any sick leave days so advanced to an employee shall be deducted from any sick leave subsequently accumulated by that employee.
- C. In the event an employee severs his/her employment with the Board of Education for any reason and had been advanced sick leave under this provision, he/she shall reimburse the Board for the days advanced.
- D. Sick leave days shall accumulate without limit, effective January 1, 1984. In the event the employee's work year would be lengthened or shortened, the maximum days for accumulation of sick leave would adjust accordingly. In no case shall anyone lose any accumulated sick leave due to a decrease in the number of days in the contract year.
- E. All employees shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when the physician was contacted. Falsification of a statement is grounds for suspension or termination of employment.
- F. Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. (ORC 3319.141)
- G. For the purpose of this Article, "immediate family" shall include the following:

- | | | |
|---------|----------------|-----------------|
| Father | Uncle | Father-in-law |
| Mother | Nephew | Grandparents |
| Brother | Brother-in-law | Aunt |
| Sister | Son-in-law | Niece |
| Husband | Foster Child | Sister-in-law |
| Wife | Grandchild | Daughter-in-law |
| Child | Mother-in-law | Cousin |
- A member of the immediate household

H. Each employee who has used sick leave during the school year as listed below will be granted irrevocable severance pay:

0.0 - 0.875 days used	=	2.0 days severance
1.0 - 2.875 days used	=	1.5 days severance
3.0 - 6.0 days used	=	1.0 days severance

I. Severance pay earned shall be irrevocable and in addition to any retirement pay earned. It shall be paid to the employee upon separation of employment from the Norwalk City Schools for any reason. The payment shall be based upon the employee's daily rate of pay at the time of separation. The payment of such severance pay shall extinguish all such severance pay accumulated to the credit of such employee. If the reason for separation is termination for cause, no severance days shall accrue for that year. The Treasurer shall notify each employee annually of the total severance days accumulated.

J. When an employee exhausts all accumulated sick leave, other employees may donate days to be used by the affected employee. No more than twenty (20) days can be received by the affected employee and those days must be repaid to the donor(s) as soon as the affected employee returns to work and accrues the number of days received.

ARTICLE 54 - PERSONAL LEAVE - NO DEDUCT

A. Personal leave may be granted without loss of pay to each staff member for reasons other than those allowable under the regular sick leave policy. Three (3) personal leave days shall consist of two (2) unrestricted days and one (1) restricted day. If two personal days are not used in any given year, employee shall be granted one-half (1/2) day of irrevocable severance pay. Employees hired after the beginning of the contract year (July 1) will receive prorated personal days based on the number of days worked in the contract year. The following policies shall apply to the granting and use of personal leave:

1. Items Not Covered by Personal Leave - Personal leave will not be granted for extending vacations, absence due to inclement weather, accompanying a spouse or member of the family on trips, occasions largely of a social or recreational nature, or requests of a similar nature that should be scheduled other than when school is in session. Approval of the use of "Personal Leave" may be denied on the day before or after a holiday or during the first and last week of school.
2. Violations of Personal Leave Policy - Violations of personal leave policy by obtaining leave under false pretenses or using leave for purposes not approved under Board policies shall be considered grounds for discipline.
3. Requests for Personal Leave - Requests for personal leave shall define the reason for the request and be forwarded to the Superintendent of Schools or his/her designee at least three (3) days in advance of the date of the intended use. If an emergency exists and the employee cannot comply with the three (3) day notice requirement, the employee shall use the method established for reporting absence due to illness. Immediately upon the return of the employee, the proper forms are to be completed and forwarded to the Superintendent or his/her designee.

B. All personal leave shall be counted and recorded during the employee's contract year.

No more than 4 employees in the same classification shall be absent for the purpose set forth in this article on any one day.

Personal leave may be denied on the day before or after a holiday, or during the first 2 weeks and last 2 weeks of school.

ARTICLE 55 - LEAVE WITHOUT PAY

A. There are established in this section details of the procedure for a staff member being approved for up to ninety (90) working days or less (actual days determined upon staff member's letter of application) of leave without pay.

1. Accumulated sick leave may be used by any female member for the reasons of pregnancy. Upon application, sick leave shall be granted as determined by the attending physician.
2. Any female staff member, having delivered a baby, will be eligible for up to ninety (90) working days of leave without pay upon submitting a letter of application to the Superintendent and upon approval by the Board. Such letter of application shall be submitted at least thirty (30) days prior to the beginning date of the leave without pay.
3. Any staff member adopting a child will be eligible for up to ninety (90) working days of leave without pay upon submitting a letter of application to the Superintendent and upon approval by the Board. The request should be submitted when the staff member has been notified by the agency of the pending adoption.
4. Any staff member will be eligible for up to ninety (90) working days of leave without pay upon submitting a letter of application to the Superintendent, and upon approval by the Board, for the reason of caring for elderly and/or disabled parents, members of the immediate household that are injured or ill, bereavement due to a death, or in any situation determined by the employee, the Superintendent, and the Board to warrant the requested leave.
5. The leave may not be extended beyond the ninety (90) working days unless the extension is approved by the Board.
6. The purpose of this leave is not intended to provide vacation with family or friends, or for employment outside of Norwalk City Schools. To be eligible for leave without pay under this section of the contract, a medical, parental, or emergency condition must exist.
7. The summer, Christmas, spring, or Thanksgiving time not scheduled for school, will not interrupt the up to ninety (90) work days of leave without pay. The intent is that the employee shall be entitled to up to ninety (90) consecutive work days

for leave without pay as recommended by the Superintendent and approved by the Board.

8. All letters applying for leave without pay shall contain the beginning date of leave and the ending date of the leave.
9. Upon return from a leave of absence, a member shall be returned to the same position he/she held prior to the leave. Seniority shall be gained while on a leave of absence. However, members on leave shall not be eligible to receive the following benefits:
 - a) the accrual of sick leave
 - b) payment for calamity day(s)
 - c) experience increment will not be granted unless an employee has worked one hundred twenty (120) days the previous year.
10. Contingent upon the procedures established by the insurance companies providing specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for such coverage no later than the first day of each month.
11. This provision shall have no effect on any other leave provision in this agreement.

- B. Personal Leave - Pay Deduct - Is only intended to be used for situations which are beyond the control of the employee. The Superintendent may grant personal absence by an employee with deduction of pay. Requests for personal leave with deduction of pay shall be presented in writing to the Superintendent or his/her designee as far in advance as possible and shall define the reason for the requested absence. Those leaves will be approved no more often than one every three (3) years per employee.
- C. Family Medical Leave shall be provided per guidelines established in board policy consistent with Federal and State guidelines.

ARTICLE 56 - MILITARY LEAVE

- A. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted (ORC 3319.085 and ORC 3317.022).

ARTICLE 57 - ASSAULT LEAVE

- A. An employee assaulted while in the course of Board employment may be granted leave of up to fifteen (15) working days during the school year, noncumulative, for physical injuries, which render him/her incapable of performing his/her duties, resulting from a physical assault by a person, not a Board paid employee. To be entitled to said leave, and in order for leave not to be charged to sick leave, at the time of the taking of leave or at a later date, these requirements must be met:

1. In order to be eligible for assault leave, the employee shall be required to apply for and the injury found to be compensable under Section 4123 of the Ohio Revised Code (Worker's Compensation). Provided however, if coverage is denied solely because the employee did not satisfy the requirement of the waiting period, assault leave shall be granted and shall not be deducted from such employee's sick leave accumulation. If coverage is denied for any reason other than failure to qualify because of the waiting period, such employee shall be granted sick leave to the extent of such employee's accumulation of sick leave.
2. Report, in writing, or have reported by another, the incident to his/her supervisor within twenty-four (24) hours of the assault.
3. Employees shall report, in writing, to their principal or supervisor all incidents between pupils or between pupils and employees, including themselves, which could be reasonably thought to result in litigation or criminal allegations.
4. A certificate must be furnished by a physician stating the nature of the disability and the period of temporary physical disability.
5. File a written report with the Superintendent as soon as physically possible stating the facts, identifying the assailant, if known, and stating the names and addresses of all witnesses.
6. File a criminal complaint against the person, if known, who assaulted him/her. This section does not require the employee to hire private counsel to criminally prosecute in this matter.
7. Cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant.
8. Be ready, able, and willing, and, in the event the case comes to trial, to testify as to the facts of the assault and against the person who assaulted him/her.
9. Provided the employee qualifies for assault leave, the time necessary for the criminal proceedings will be granted without loss of pay.
10. In the event the employee drops the case or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, he/she forfeits assault leave pay and the days absent shall be charged to sick leave.
11. Assault leave, in no event shall exceed fifteen (15) working days. Thereafter, the employee must use sick leave for the remainder of his/her temporary physical disability.
12. The amount of assault leave paid shall be reduced by the amount of Worker's Compensation received by the employee. Such employee shall be granted his/her full salary but shall endorse and remit all benefits received to the Treasurer of the Board.

ARTICLE 58 - JURY DUTY

- A. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee his/her regular compensation and the employee shall pay to the Treasurer of the Board the amount received as a juror except for that amount received for meals, mileage, and/or parking allowance.
- B. Time taken off for jury duty or a work related subpoena shall not be charged against sick leave, personal leave, or vacation days.
- C. If excused by the court within a reasonable time after reporting for jury duty, the employee shall return to work.

ARTICLE 59 - LEAVE-OF-ABSENCE

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

ARTICLE 60 - SEVERANCE PAY

- A. Classified employees who retire from active service with the Norwalk City School District shall, upon the filing of the proper application with the Treasurer, be granted severance pay to the extent set forth below:
 - 1. Classified employees who are employed by the Norwalk City Board of Education, and who apply and are accepted for retirement by the School Employees Retirement System of Ohio, within seventy-five (75) days from the date of separation from employment with the Norwalk City School District, will be paid 25% of their accrued but unused sick leave. Effective July 1, 2008, the maximum allowable severance pay shall be eighty-five (85) days. The maximum accumulation will be 340 unused days for this purpose.
 - 2. Severance pay shall be based upon the daily rate of pay, exclusive of overtime, in

effect at the time of retirement. Severance pay will be paid at the blended daily rate to members that work two different job classifications.

3. Payment for sick leave on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee. A waiver to this effect will be executed at the time payment is received.
 4. For the purpose of implementing this policy, retirement is deemed to occur when the employee has been accepted for retirement, other than disability retirement, by the School Employees Retirement System of Ohio and has been notified of the effective date that retirement pay will begin. The employee may then apply to the Treasurer for severance pay, which shall be paid in a lump sum.
- B. In the event of an employee's death before retirement, payment of accumulated severance pay shall be made to the estate of the deceased employee.

ARTICLE 61 - WORKER'S COMPENSATION

- A. 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.
- B. An injury incurred while performing assigned responsibilities shall be reported in writing to the injured employee's supervisor or other designated representative within seventy-two (72) hours after the injury occurred and an application shall be filed with the Bureau of Worker's Compensation. If the nature of the injury precludes the timely reporting of such injury as required herein, such notice shall be given as soon as possible thereafter.
- C. The Board agrees to continue to provide and pay its share of any premiums for medical insurance in effect on said employee at time of injury for a period not to exceed ten (10) months providing such employee timely notified his/her supervisor as required pursuant to subsection B above.

ARTICLE 62 - VACATIONS

- A. Full-time employees, after working one (1) year and through five (5) years, shall be entitled to ten (10) working days paid vacation, excluding legal holidays. Employees working six (6) years through twelve (12) years will be entitled to fifteen (15) working days paid vacation, excluding legal holidays. Employees with thirteen (13) years through twenty-two (22) years of service will be entitled to twenty (20) days paid vacation, excluding legal holidays. Employees with twenty-three (23) years or more of service will be entitled to twenty-five (25) days paid vacation, excluding legal holidays. Employees are eligible for vacation after completing their 95-day probationary period. During the school year 2011-2012 vacation accumulation will be prorated from July 1, 2011 to the anniversary date. During the school year 2012-2013, vacation accumulation will be posted and available on an employee's anniversary date.

- B. A full-time employee is a person who is employed for not less than eleven (11) full months in each calendar year.
- C. Employees working less than eleven (11) months in each calendar year will not be entitled to vacation with pay.
- D. The employee's anniversary date of employment and all other Ohio public employment will determine the number of years of experience for vacation purposes.
- E. A vacation master schedule will be established in the office of the Superintendent or his/her designee. All vacations must be taken when scheduled. Any change in the master schedule must be approved by the Superintendent or his/her designee. Requests for vacations must be in the office of the Superintendent or his/her designee upon his/her request. In the event of conflicts, the seniority system will be used.

Vacation time will be granted only upon mutual consent of the member and the Superintendent. The needs of the building and of the district will provide the basis for consideration.

- F. Newly hired employees as of July 1, 1999 shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual up to two (2) years. Employees hired prior to July 1, 1999 are grandfathered under the existing accrual of three (3) years.

ARTICLE 63 - PAID LEGAL HOLIDAYS

- A. Employees working one hundred eighty (180) or more contract days per year are entitled to time off and are paid for the following holiday days:
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. Christmas Day
 - 4. New Year's Day
 - 5. Martin Luther King Day
 - 6. President's Day
 - 7. Memorial Day
- B. Employees working two hundred twenty (220) or more contract days are also entitled to time off and are paid for the following holiday days:
 - Christmas Eve (1/2 day only)
 - New Year's Eve (1/2 day only)
 - Independence Day
- C. Time off for holidays falling on Saturdays will be observed on Fridays and holidays falling on Sundays will be observed on Mondays.
- D. NOTE: Employees must have accrued earnings the scheduled work day before and

the scheduled work day after a holiday day in order to receive pay for the holiday, or have been properly excused from work on either or both of those days.

ARTICLE 64 - OAPSE CONFERENCE

The Board shall allow three (3) employees three (3) days to attend the OAPSE State Conference each year. The Board shall grant absence with pay not to be deducted from personal days or sick leave.

ARTICLE 65 - PROFICIENCY TRAINING

Upon the recommendation of the Superintendent and approval of the Board, educational classes or job training courses taken by employees to further their proficiency at their work, will be reimbursed to the employee upon completion of said courses. To be eligible for such reimbursement, the employee must submit a written request in advance of taking such class or course stating the nature of the instruction to be taken, the institution, agency or organization offering such instruction and the cost of such instruction.

ARTICLE 66 - BENEFITS

Hospitalization, Major Medical, Dental, Life, Insurance Benefits received by all eligible employees will not be reduced in coverage. All fringe benefits shall be terminated on the effective date of the resignation or retirement of the employee. If the employee requests to be paid the balance of the accrued sum due said employee, the fringe benefits will be terminated on the payroll date of the payment. An employee on extended leave-of-absence may continue fringe benefits upon written agreement between employee and the Board or their designee as to payment of the monthly premiums, providing the designated carrier allows the continuance of coverage.

Huron-Erie School Employee Insurance Association Working Spouse Coverage Approved as of October 1, 2008

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than October 1, 2008.

This requirement **does not apply** to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form

of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after October 1, 2008. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan.

Norwalk City Schools
a member of
Huron-Erie School Employee
Insurance Association
Ideal Plan (Non-Grandfathered)

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Age 26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	90%	80%
Coinsurance Maximum - Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,000 / \$2,000	\$1,500 / \$3,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 80%
Urgent Care Office Visit ²	\$20 copay, then 100%	\$20 copay, then 80%
Preventative Services		
Preventive Services, in accordance with Federal Law	100%	80% after deductible
Routine Physical Exams (Ages nine and over) ²	100%	\$20 copay, then 80%
Well Child Care Services including Exam, Immunizations and Laboratory Tests (Birth to age 21)	100%	\$20 copay, then 80% Immunizations/Labs – 80% - Not subject to deductible
Routine Mammogram (One per benefit period)	100%	80% not subject to deductible
Routine Pap Test (One per benefit period)	100%	80% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	80% not subject to deductible
Routine Endoscopies	100%	80% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests (Ages nine and over)	100%	80% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room ³	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$75 copay, then 90%	\$75 copay, then 80%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period ⁵)	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	80% after deductible
Human Organ Transplants	90% after deductible	80% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	80% after deductible
Ambulance – air if medically necessary	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Healthcare	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (31 days per benefit period; Substance Abuse limited to 3 admissions per Lifetime)	Benefits paid are based on corresponding medical benefits	80% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	Benefits paid are based on corresponding medical benefits.	50% after deductible

Note: Services requiring a co-payment are not subject to the single/family deductible. Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Service Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

¹Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

Prescription Coverage under Norwalk's OAPSE Plan

Benefit Period:

January 1st through December 31st

Dependent Age Limit:

Same as Medical

Retail Pharmacy:

Effective October 1, 2008, your new plan will have a prescription drug card for retail purchases. You will still present your MMO medication/Rx identification cards to the pharmacist, but rather than paying for the cost of the medication then submitting it to MMO for reimbursement, you will receive up to a 30-day supply subject to a copay of \$10 for generic or \$25 for brand name drugs.

Mail Order/Home Delivery:

Effective October 1, 2008, you will receive up to a 90-day supply subject to a copay of \$20 for generic or \$50 for brand name drugs.

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally, or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

- Oral Contraceptives are covered
- Diabetic Supplies
 - Retail: only needles/syringes are covered
 - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes blood/urine test strips, lancets, alcohol swabs/wipers

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have question about the program and/or wish to enroll, please call 1-800-861-4826.

ARTICLE 67 - SECTION 125 – FLEXIBLE SPENDING

- A. Voluntary 125 Flexible Spending Plan for any classified member interested with no Board contribution.
- B. Each employee enrolled in the insurance program will receive three hundred dollars (\$300) for those enrolled in single coverage and six hundred (\$600) for those enrolled in family coverage to be in a Flexible spending Section 125 account to be used under those guidelines, July 1, 2012 for the duration of the contract.

ARTICLE 68 - HOSPITALIZATION – MAJOR MEDICAL

- A. Full time members (40 hours per week) will contribute for single and family health care coverage in accordance with the following:

<u>School Years</u>	<u>Employee Premium/Monthly</u>	
	Single	Family
2011-2013	\$50	\$85

Part time members (minimum of 15 hours per week) will pay the same premium beginning October 1, 2008, for the duration of the contract. There will be no increase for part time members through June 30, 2011. Any full time member (40 hours per week) who is eligible for either single or family medical coverage may elect to receive a stipend in lieu of participation of such coverage. The stipend will be equal to twenty percent (20%) of the annual single or family premium (whichever is applicable) and will be based upon the premium in effect as of the first day of July during the second and third years of this contract and Oct. 1 of the first year (2008). Part time employees and husbands/wives both employed by Norwalk City Schools will not be eligible for this stipend. An employee will have two (2) options for receipt of this stipend: (1) a lump sum payment in June of each fiscal year, or (2) a stipend may be equally divided into quarterly payments throughout a given school year. This stipend will not be subject to SERS contributions.

- B. The medical insurance plan shall be the Huron-Erie School Employee Insurance Association Ideal Medical Plan 1a or equivalent as follows:

ARTICLE 69 - LIFE INSURANCE

- A. Beginning July 1, 2011, the Board agrees to pay for a \$30,000 group-term life insurance policy including double indemnity for accidental death and dismemberment for all full-time employees.
- B. Life insurance shall be provided for all contracted employees working (two) 2 or more hours for the following amounts and conditions, provided they have successfully completed their 95-day probationary period
1. Beginning July 1, 2011, \$30,000 of term life insurance policy including double indemnity for accidental death and dismemberment.
 2. Settlement of Life and AD/D insurance claims shall be made in a lump sum.
 3. Employees may elect to take just the life insurance.
 4. The employer will pay 100% of the total premium.

ARTICLE 70 - DENTAL PROGRAM

- A. The Board agrees to pay for a full-coverage family dental health care program for full-time employees.

B. Dental coverage shall be provided to all employees and dependents based upon the following levels of coverages:

Maximum:	\$2,500 per person per calendar year
Deductible:	\$25 single/\$50 family
Orthodontics:	\$1,500 Lifetime

Class I	-	100% - Preventive and Maintenance charges
Class II	-	80% - Extractions, infections, oral surgery, repair work
Class III	-	60% - Inlays, crowns, apicoectomy, periodontia
Class IV	-	60% - Orthodontics

The benefits are payable on a UCR basis.

ARTICLE 71- ENROLLMENT - ELIGIBILITY

- A. New employees will not be eligible for insurance until the first working day of the month following employment. Fringe obligations are maintained pro rata to a forty (40) hour week with fifteen (15) hours per week minimum to participate. The Board will not contribute to the cost of this coverage for those persons classified as seasonal or temporary help who work less than sixteen (16) consecutive weeks for any given employment period.
- B. All employees who are on the payroll prior to the date of ratification by the Union and adoption by the Board will be covered by a grandfather clause and the Board's contribution for payment, or partial payment of premiums will not be reduced, changed, or eliminated.
- C. Where both husband and wife are employed by the Norwalk City Schools, only one member will be eligible for Board paid medical coverage.
- D. The Board of Education will pay the premiums for the insurance programs STATED ABOVE for those employees hired on or after the date of ratification by the Union and adoption by the Board of this agreement.

ARTICLE 72 - MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right :
 - 1. To the executive management and administrative control of the school system and its properties and facilities.
 - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their

dismissal or demotion, and to promote, and transfer all such employees.

3. To delegate authority through recognized administrative channels.
 4. To determine schedules, the hours of work, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to activities within the school system, and the terms and conditions of employment.
 5. To determine the amount and nature of local revenue sources and to allocate and appropriate funds for the necessary expenses of the school district.
- B. The exercise of the foregoing powers, rights, authority duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

ARTICLE 73 - SEVERABILITY CLAUSE

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

ARTICLE 74 - COMPLETE AGREEMENT CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

ARTICLE 75 - TERMS

THE TERMS OF THIS Agreement shall expire at midnight on June 30, 2013.

ARTICLE 76 - MISCELLANEOUS

- A. All bargaining unit employees shall have a right to openly and actively participate in any and all political activities.
- B. The OAPSE Local President and the Superintendent may meet from time to time at a mutually agreeable time to discuss matters of concerns.
- C. In the event any employee or employees group receives a monetary increase in wages (step increases excluded) during the life of this agreement, the Board shall notify and re-open this agreement within 10 days from Board's adoption for negotiations for wages.

In the event both parties cannot reach an agreement, the Union has the option to terminate said contract under the guidelines of 4117.

ARTICLE 77 - PARENT/TEACHER CONFERENCES

- A. Each principal's secretary will work the evening hours of parent/teacher conferences and will not have to work the day before Thanksgiving to compensate for the seven (7) hours worked at conferences.
- B. Educational Assistants will not work during the evening hours of parent/teacher conferences. They will be scheduled to work, however, on the teacher work day at the BEGINNING of the school year.
- C. The extra time being put in the regular duty day on the above two days does count toward the yearly contract.
- D. Scheduling times will be determined by the district calendar.

ARTICLE 78 - ALCOHOL AND DRUG TESTING PROGRAM

The following guidelines relate to Bus Drivers, and other Employees holding CDL Licensing, being tested for alcohol and drugs as follows:

- A. The Norwalk City School District will pay for required alcohol and drug testing expenses.
- B. When Bus Drivers and Employees are required to be randomly tested, they will be paid one hour of time (regardless of the amount of time required for the test) at their regular hourly rate.
- C. On the first occurrence that an employee's test is positive for alcohol (at .04 and beyond) and/or drugs, the employee shall be required to attend a rehabilitation treatment program (Employee Assistance Program). The cost of the program shall be at the expense of the employee. The employee shall be afforded his/her sick leave and/or a medical unpaid leave at his/her request.
- D. Test results shall be released to the employee.
- E. Should a driver/employee be required to submit to an alcohol/controlled substance test and an independent administrator is not available, local law enforcement officials will be contacted to administer the test. If a driver/employee's alcohol test results in a reading between .02 and .039, the employee shall receive a written reprimand, an immediate twenty-four (24) hour unpaid suspension, and be required to attend an Employee Assistance Program.
- F. Consequences for violation of the DOT/FHWA Alcohol and Substance Regulations will be enforced.

ARTICLE 79 - PHOTO IDS FOR ALL EMPLOYEES

- A. All Members will/must wear photo identification tag while on duty. Photo identification tags must be turned in to the Superintendent's office upon termination/resignation.

ARTICLE 80 – SALARY SCHEDULE

“ME TOO CLAUSE”

If the Norwalk Teachers Association receives increases in wages and or benefits which are greater than OAPSE Bargaining Unit, the same increase shall automatically be applied to OAPSE Bargaining Unit employees at the same time the increases are effective.

Schedule A - Classified Staff Index and Salary Schedule for 2011 - 2012

Step	Assistant to Treasurer	Supervisor, Principal Secretary	Building Secretary	Receptionist Lib. Assistant Low Inc. Aide	Building Aide Transportation Aide	Special Needs Aide	Bus Driver Mechanic Maintenance	Custodian Food Truck	Cleaning	Cook	Cook's Helper	Step
0	1.349	1.232	1.201	1.092	1.074	1.110	1.451	1.313	1.034	1.106	1.000	0
1	1.377	1.258	1.222	1.115	1.095	1.135	1.473	1.343	1.057	1.129	1.019	1
2	1.406	1.282	1.247	1.138	1.115	1.161	1.516	1.369	1.076	1.147	1.039	2
3	1.436	1.311	1.271	1.159	1.138	1.180	1.548	1.396	1.097	1.166	1.062	3
4	1.460	1.331	1.295	1.182	1.159	1.205	1.580	1.426	1.120	1.187	1.083	4
5	1.508	1.374	1.331	1.217	1.191	1.243	1.629	1.468	1.150	1.210	1.108	5
6	1.537	1.398	1.358	1.240	1.216	1.264	1.663	1.498	1.175	1.231	1.133	6
7	1.564	1.425	1.382	1.267	1.235	1.299	1.700	1.530	1.196	1.253	1.155	7
8	1.597	1.458	1.411	1.293	1.260	1.326	1.735	1.564	1.221	1.277	1.178	8
9	1.628	1.488	1.436	1.319	1.285	1.356	1.769	1.593	1.246	1.301	1.204	9
10	1.657	1.518	1.460	1.345	1.310	1.382	1.803	1.622	1.271	1.325	1.230	10
11	1.688	1.548	1.486	1.371	1.335	1.410	1.837	1.651	1.296	1.349	1.256	11
12	1.717	1.578	1.511	1.397	1.360	1.434	1.871	1.680	1.321	1.373	1.282	12
13	1.745	1.606	1.536	1.422	1.387	1.457	1.905	1.710	1.348	1.396	1.307	13
14	1.760	1.619	1.549	4.435	1.398	1.472	1.923	1.726	1.359	1.407	1.319	14
18	1.823	1.673	1.603	1.486	1.442	1.530	1.993	1.788	1.401	1.449	1.360	18
21	1.869	1.717	1.647	1.530	1.486	1.574	2.037	1.832	1.445	1.493	1.405	21
24	1.913	1.760	1.688	1.568	1.523	1.613	2.088	1.878	1.481	1.530	1.440	24
25	1.937	1.782	1.709	1.588	1.542	1.633	2.114	1.901	1.504	1.549	1.458	25
27	1.960	1.804	1.730	1.607	1.561	1.653	2.140	1.925	1.518	1.568	1.476	27

Base 10.71

Step	Assistant to Treasurer	Supervisory, Principal Secretary	Building Secretary	Receptionist Lib. Assistant Low Incident. Aide	Building Aide Transportation Aide	Special Needs Aide	Bus Driver Mechanic Maintenance	Custodian Food Truck	Cleaning	Cook	Cook's Helper
0	14.45	13.19	12.86	11.70	11.50	11.89	15.54	14.06	11.07	11.85	10.71
1	14.75	13.47	13.09	11.94	11.73	12.16	15.78	14.38	11.32	12.09	10.91
2	15.06	13.73	13.36	12.19	11.94	12.43	16.24	14.66	11.52	12.28	11.13
3	15.38	14.04	13.61	12.41	12.19	12.64	16.58	14.95	11.75	12.49	11.37
4	15.64	14.26	13.87	12.66	12.41	12.91	16.92	15.27	12.00	12.71	11.60
5	16.15	14.72	14.26	13.03	12.76	13.31	17.45	15.72	12.32	12.96	11.87
6	16.46	14.97	14.54	13.28	13.02	13.54	17.81	16.04	12.58	13.18	12.13
7	16.75	15.26	14.80	13.57	13.23	13.91	18.21	16.39	12.81	13.42	12.37
8	17.10	15.62	15.11	13.85	13.49	14.20	18.58	16.75	13.08	13.68	12.62
9	17.44	15.94	15.38	14.13	13.76	14.52	18.95	17.06	13.34	13.93	12.89
10	17.75	16.26	15.64	14.40	14.03	14.80	19.31	17.37	13.61	14.19	13.17
11	18.08	16.58	15.92	14.68	14.30	15.10	19.67	17.68	13.88	14.45	13.45
12	18.39	16.90	16.18	14.96	14.57	15.36	20.04	17.99	14.15	14.70	13.73
13	18.69	17.20	16.45	15.23	14.85	15.60	20.40	18.31	14.44	14.95	14.00
14	18.85	17.34	16.59	15.37	14.97	15.77	20.60	18.49	14.55	15.07	14.13
18	19.52	17.92	17.17	15.92	15.44	16.39	21.35	19.15	15.00	15.52	14.57
21	20.02	18.39	17.64	16.39	15.92	16.86	21.82	19.62	15.48	15.99	15.05
24	20.49	18.85	18.08	16.79	16.31	17.28	22.36	20.11	15.86	16.39	15.42
25	20.75	19.09	18.30	17.01	16.51	17.49	22.64	20.36	16.11	16.59	15.62
27	20.99	19.32	18.53	17.21	16.72	17.70	22.92	20.62	16.26	16.79	15.81

Schedule B - Classified Staff Index and Salary Schedule for 2012 - 2013

Step	Assistant. to Treasurer	Supervisor, Principal Secretary	Building Secretary	Receptionist Lib. Assistant Low Inc. Aide	Building Aide Transportation Aide	Special Needs Aide	Bus Driver Mechanic Maintenance	Custodian Food Truck	Cleaning	Cook	Cook's Helper	Step
0	1.349	1.232	1.201	1.092	1.074	1.110	1.451	1.313	1.034	1.106	1.000	0
1	1.377	1.258	1.222	1.115	1.095	1.135	1.473	1.343	1.057	1.129	1.019	1
2	1.406	1.282	1.247	1.138	1.115	1.161	1.516	1.369	1.076	1.147	1.039	2
3	1.436	1.311	1.271	1.159	1.138	1.180	1.548	1.396	1.097	1.166	1.062	3
4	1.460	1.331	1.295	1.182	1.159	1.205	1.580	1.426	1.120	1.187	1.083	4
5	1.508	1.374	1.331	1.217	1.191	1.243	1.629	1.468	1.150	1.210	1.108	5
6	1.537	1.396	1.358	1.240	1.216	1.264	1.663	1.498	1.175	1.231	1.133	6
7	1.564	1.425	1.382	1.267	1.235	1.299	1.700	1.530	1.196	1.253	1.155	7
8	1.597	1.458	1.411	1.293	1.260	1.326	1.735	1.564	1.221	1.277	1.178	8
9	1.628	1.488	1.436	1.319	1.285	1.356	1.769	1.593	1.246	1.301	1.204	9
10	1.657	1.518	1.460	1.345	1.310	1.382	1.803	1.622	1.271	1.325	1.230	10
11	1.688	1.548	1.486	1.371	1.335	1.410	1.837	1.651	1.296	1.349	1.256	11
12	1.717	1.578	1.511	1.397	1.360	1.434	1.871	1.680	1.321	1.373	1.282	12
13	1.745	1.606	1.536	1.422	1.387	1.457	1.905	1.710	1.348	1.396	1.307	13
14	1.760	1.619	1.549	4.435	1.398	1.472	1.923	1.726	1.359	1.407	1.319	14
18	1.823	1.673	1.603	1.486	1.442	1.530	1.993	1.788	1.401	1.449	1.360	18
21	1.869	1.717	1.647	1.530	1.486	1.574	2.037	1.832	1.445	1.493	1.405	21
24	1.913	1.760	1.688	1.568	1.523	1.613	2.088	1.878	1.481	1.530	1.440	24
25	1.937	1.782	1.709	1.588	1.542	1.633	2.114	1.901	1.504	1.549	1.458	25
27	1.960	1.804	1.730	1.607	1.561	1.653	2.140	1.925	1.518	1.568	1.476	27

Base 10.71

Step	Assistant. to Treasurer	Supervisory, Principal Secretary	Building Secretary	Receptionist Lib. Assistant Low Incident. Aide	Building Aide Transportation Aide	Special Needs Aide	Bus Driver Mechanic Maintenance	Custodian Food Truck	Cleaning	Cook	Cook's Helper
0	14.45	13.19	12.86	11.70	11.50	11.89	15.54	14.06	11.07	11.85	10.71
1	14.75	13.47	13.09	11.94	11.73	12.16	15.78	14.38	11.32	12.09	10.91
2	15.06	13.73	13.36	12.19	11.94	12.43	16.24	14.66	11.52	12.28	11.13
3	15.36	14.04	13.61	12.41	12.19	12.64	16.58	14.95	11.75	12.49	11.37
4	15.64	14.26	13.87	12.66	12.41	12.91	16.92	15.27	12.00	12.71	11.60
5	16.15	14.72	14.26	13.03	12.76	13.31	17.45	15.72	12.32	12.96	11.87
6	16.46	14.96	14.54	13.28	13.02	13.54	17.81	16.04	12.58	13.18	12.13
7	16.75	15.26	14.80	13.57	13.23	13.91	18.21	16.39	12.81	13.42	12.37
8	17.10	15.62	15.11	13.85	13.49	14.20	18.58	16.75	13.08	13.68	12.62
9	17.44	15.94	15.38	14.13	13.76	14.52	18.95	17.06	13.34	13.93	12.89
10	17.75	16.26	15.64	14.40	14.03	14.80	19.31	17.37	13.61	14.19	13.17
11	18.08	16.58	15.92	14.68	14.30	15.10	19.67	17.68	13.88	14.45	13.45
12	18.39	16.90	16.18	14.96	14.57	15.36	20.04	17.99	14.15	14.70	13.73
13	18.69	17.20	16.45	15.23	14.85	15.60	20.40	18.31	14.44	14.95	14.00
14	18.85	17.34	16.59	15.37	14.97	15.77	20.60	18.49	14.55	15.07	14.13
18	19.52	17.92	17.17	15.92	15.44	16.39	21.35	19.15	15.00	15.52	14.57
21	20.02	18.39	17.64	16.39	15.92	16.86	21.82	19.52	15.48	15.99	15.05
24	20.49	18.85	18.08	16.79	16.31	17.28	22.36	20.11	15.86	16.39	15.42
25	20.75	19.09	18.30	17.01	16.51	17.49	22.64	20.36	16.11	16.59	15.62
27	20.99	19.32	18.53	17.21	16.72	17.70	22.92	20.62	16.26	16.79	15.81

ARTICLE 81 - SIGNATURES

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of October, by and between Norwalk Board of Education, hereinafter called the "Employer", and OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Local 269 and AFSCME Local 4/AFL-CIO, hereinafter called the "Union", for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

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

BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME Local 4/AFL-CIO

By Michael P. Grose
President

By James Dewey
Local 269 OAPSE

By Dennis J. Daugherty
Superintendent

By Chris Spiffith
Local 269 OAPSE

By Kenneth W. Pearce
Treasurer

By Sean Harris

By John Anderson

By Bobby J. Traders

FOR THE BOARD

FOR OAPSE

10/11/11

10/11/11

Date

Date

ARTICLE 82 – Medical Mutual of Ohio Super Med Plus Medical Plan
FOR INFORMATIONAL PURPOSES ONLY

Effective October 1, 2008

If you have SINGLE COVERAGE under Norwalk's OAPSE Plan

Deductible:

Your current plan has a \$200 annual deductible for both network and non-network services. Effective October 1, 2008, your annual deductible will increase to \$500 (network and non-network) per benefit period/calendar year. If, prior to October 1, 2008, you have met some, or all, of your \$200 annual deductible, that amount will be credited to your \$500 deductible under the new plan.

Coinsurance:

Your current plan has an annual coinsurance maximum of \$550:

- For network services, you pay 10% (after deductible), until you have reached your annual coinsurance maximum of \$550.
- For non-network services, you pay 20% (after deductible), until you have reached your annual non-network coinsurance maximum of \$550.

Effective October 1, 2008, your annual coinsurance maximum will change as follows:

- For network services, you pay 10% (after deductible), until you have reached your annual coinsurance maximum of \$500.
- For non-network services, you pay 20% (after deductible), until you have reached your annual non-network coinsurance maximum of \$1,000.

If, prior to October 1, 2008, you have met some, or all, of your \$550 annual coinsurance maximum, that amount will be credited to your coinsurance maximum under the new plan.

Out-of-Pocket Maximum:

Effective October 1, 2008, your out-of-pocket maximum is your deductible (\$500) plus your coinsurance maximum (\$500 network or \$1,000 non-network) for an out-of-pocket maximum of \$1,000 for network services and \$1,500 for non-network services.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Flat Dollar Copays:

Effective October 1, 2008, your current office visit copay of \$10 will increase to \$20. The office visit copay will apply to the cost of the office visit only. Services performed during the office visit may be subject to deductible and coinsurance. For an emergency use of an emergency room, you will have a \$75 copay, then 100% coverage. However, for non-emergency use of an emergency room you will also be charged 10% coinsurance at a network facility and 20% coinsurance at a non-network facility, in addition to your \$75 copay. The emergency room copay is waived if the patient is admitted. Prescription drug copays will not be reimbursed. Copays do not apply toward your deductible or coinsurance maximum.

4th Quarter Carryover:

If you meet some, or all, of your deductible with dates of service in October, November or December, you will receive credit for those amounts in the next benefit period/calendar year.

Changes to Prescription Drug Coverage under Norwalk's OAPSE Plan

Retail Pharmacy:

Your current medical plan covers retail prescription drugs at 90% after you have met your deductible.

Effective October 1, 2008, your new plan will have a prescription drug card for retail purchases. You will still present your MMO medical/Rx identification card to the pharmacist, but rather than paying for the cost of the medication and then submitting it to MMO for reimbursement, you will receive up to a 30-day supply subject to a copay of \$10 for generic or \$25 for brand name drugs.

Mail Order/Home Delivery:

Your current prescription plan covers mail order drugs subject to a copay of \$5 for generic and \$10 for brand name drugs. Effective October 1, 2008, you will receive up to a 90-day supply subject to a copay of \$20 for generic or \$50 for brand name drugs.

If you have FAMILY COVERAGE under Norwalk's OAPSE Plan

Deductible:

Your current plan has a \$400 annual deductible for both network and non-network services. Effective October 1, 2008, your annual deductible will increase to \$1,000 (network and non-network) per benefit period/calendar year. If, prior to October 1, 2008, you and/or your family members have met some or all of your \$400 annual deductible, those amounts will be credited to you and/or your family members' deductible under the new plan.

Coinsurance:

Your current plan has an annual coinsurance maximum of \$350:

- For network services, you pay 10% (after deductible), until you have reached your annual coinsurance maximum of \$350.
- For non-network services, you pay 20% (after deductible), until you have reached your annual non-network coinsurance maximum of \$350.

Effective October 1, 2008, your annual coinsurance maximum will change as follows:

- For network services, you pay 10% (after deductible), until you have reached your annual coinsurance maximum of \$1,000.
- For non-network services, you pay 20% (after deductible), until you have reached your annual non-network coinsurance maximum of \$2,000.

If, prior to October 1, 2008, you have met some, or all, of your \$350 annual coinsurance maximum, that amount will be credited to your coinsurance maximum under the new plan.

Out-of-Pocket Maximum:

Effective October 1, 2008, your out-of-pocket maximum is your deductible (\$1,000) plus your coinsurance maximum (\$1,000 network or \$2,000 non-network) for an out-of-pocket maximum of \$2,000 for network services and \$3,000 for non-network services.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Benefit Period Deductible and Coinsurance Maximum Accumulation**(Assumes all services received in-network):**

The benefit plan specifies a single deductible and a family deductible. The \$500 (under the new plan) single deductible is the maximum amount any one covered person must pay for deductible.

The maximum amount a family must pay for deductible is \$1,000 (under the new plan) and can be met by any combination of all covered family members. For example if under a family of four, one child meets \$500 of the \$1,000 family deductible, that child is considered to have met their single deductible. Additional services for that child would be subject to coinsurance (or copays, if applicable). The remaining \$500 of the \$1,000 family deductible could be met by any combination of the other covered family members.

The benefit plan specifies a single coinsurance maximum and a family coinsurance maximum. The \$500 (under the new plan) single coinsurance is the maximum amount any one covered person must pay for coinsurance. The maximum amount a family must pay for coinsurance is \$1,000 (under the new plan) and can be met by any combination of all covered family members. For example if under a family of four, one child meets \$500 of the \$1,000 family coinsurance maximum, that child is considered to have met their single coinsurance maximum. Additional services for that child would be covered at 100%, with the exception of copays, if applicable). The remaining \$500 of the \$1,000 family coinsurance maximum could be met by any combination of the other covered family members.

Flat Dollar Copays:

Effective October 1, 2008, your current office visit copay of \$10 will increase to \$20. The office visit copay will apply to the cost of the office visit only. Services performed during the office visit may be subject to deductible and coinsurance. For an emergency use of an emergency room, you will have a \$75 copay, then 100% coverage. However, for non-emergency use of an emergency room you will also be charged 10% coinsurance at a network facility and 20% coinsurance at a non-network facility, in addition to your \$75 copay. The emergency room copay is waived if the patient is admitted. Prescription drug copays will not be reimbursed. Copays do not apply toward your deductible or coinsurance maximum.

4th Quarter Carryover:

If you meet some, or all, of your deductible with dates of service in October, November or December, you will receive credit for those amounts in the next benefit period/calendar year.

Changes to Prescription Drug Coverage under Norwalk's OAPSE Plan

Retail Pharmacy:

Your current medical plan covers retail prescription drugs at 90% after you have met your deductible.

Effective October 1, 2008, your new plan will have a prescription drug card for retail purchases. You will still present your MMO medical/Rx identification card to the pharmacist, but rather than paying for the cost of the medication and then submitting it to MMO for reimbursement, you will receive up to a 30-day supply subject to a copay of \$10 for generic or \$25 for brand name drugs.

Mail Order/Home Delivery:

Your current prescription plan covers mail order drugs subject to a copay of \$5 for generic and \$10 for brand name drugs. Effective October 1, 2008, you will receive up to a 90-day supply subject to a copay of \$20 for generic or \$50 for brand name drugs.

GRIEVANCE FORM I

APPENDIX A
Distribution of Form

1. Immediate Supervisor
2. Organization Representative
3. Employee

A. Name of Employee: _____

B. Date Filed: _____

C. Date of Alleged Grievance Occurred: _____

D. Statement of Alleged Grievance: _____

E. Specify provision of the Master Agreement violated: _____

F. The specific remedy sought: _____

G. Name of immediate supervisor with whom this alleged grievance form is being filed: _____

H. Disposition and reasons for such disposition: _____

Signature of Employee

Date

Signature of Immediate Supervisor

Date

GRIEVANCE FORM II

APPENDIX A

Distribution of Form

1. Superintendent/Designee
2. Immediate Supervisor
3. Organization Repst. (if any)
4. Employee

A. Name of Employee: _____

B. Date Filed: _____

C. Date of Alleged Grievance Occurred: _____

D. Statement of Alleged Grievance: _____

E. Specify provision of the Master Agreement violated: _____

F. The specific remedy sought: _____

G. Name and title of person with whom this alleged grievance form is being filed: _____

H. Disposition and reasons for such disposition: _____

Signature of Employee

Date

Signature of Superintendent/Designee

Date

GRIEVANCE FORM III

APPENDIX A

Distribution of Form

1. Treasurer of the Board
2. Superintendent/Designee
3. Immediate Supervisor
4. Organization Repst. (if any)
5. Employee

A. Name of Employee: _____

B. Date Filed: _____

C. Date of Alleged Grievance Occurred: _____

D. Statement of Alleged Grievance: _____

E. Specify provision of the Master Agreement violated: _____

F. The specific remedy sought: _____

G. Name and title of person with whom this alleged grievance form is being filed: _____

H. Disposition and reasons for such disposition: _____

Signature of Employee

Date

Signature of Treasurer

Date

NORWALK CITY SCHOOLS CLASSIFIED STAFF – EVALUATION FORM

Name: _____ Position: _____

Period Covered: _____ *Probation Period Ending: _____

Evaluation Terms:

Unsatisfactory Excellent

0 1 2 3 4 5

- | | | |
|-----|--------------------------------|--|
| 1. | Adaptability _____ | |
| 2. | Appearance _____ | |
| 3. | Attendance _____ | |
| 4. | Care of Equipment _____ | |
| 5. | Cooperation with Others _____ | |
| 6. | Dependability _____ | |
| 7. | Initiative and Ingenuity _____ | |
| 8. | Job Knowledge _____ | |
| 9. | Judgment _____ | |
| 10. | Loyalty _____ | |
| 11. | Quality of Work _____ | |
| 12. | Quantity of Work _____ | |
| 13. | Responsibility _____ | |
| 14. | Safety Mindedness _____ | |
| 15. | Work Attitude _____ | |
| 16. | Total Job Performance _____ | |

Comments:

*Probation - Recommended Re-employment _____ Yes _____ No

Signature of Appraiser: _____ Date: _____

Signature of Appraisee: _____ Date: _____

I have reviewed this form. My signature shall not be interpreted to indicate agreement.

Classified Staff Evaluation Guide

Definition of Terms:

1. Adaptability - Willingly and readily adapts to new or difficult situations.
2. Appearance - Presents a pleasant, appropriate appearance.
3. Attendance - Maintains a good attendance record with a minimal number of days absent.
4. Care of Equipment - Safely operates and maintains equipment.
5. Cooperation with Others - Has a positive attitude towards administration, staff, students and parents. Possesses a willingness to work with these groups for the betterment of the school system.
6. Dependability - Assures that assignments will be carried out. Ready and available to perform duties and accept responsibility.
7. Initiative and Ingenuity - Has the ability to analyze and evaluate problems or situations and make wise decisions without detailed instructions
8. Job Knowledge - Has a thorough understanding of the work involved.
9. Judgment - Shows maturity and common sense in making decisions in a calm and unruffled manner.
10. Loyalty - Demonstrates loyalty to immediate supervisor and the school system.
11. Quality of Work - Performs work with a minimum of errors. Considers neatness and orderliness of completed work.
12. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirements of the job and is capable of extended performance.
13. Responsibility - Can be trusted to assume responsibility for a task and complete the task in an acceptable way.
14. Safety-Mindedness - Has an attitude of safety at all times and observes safety rules of the school district.
15. Work Attitude - Presents a wholesome attitude toward co-workers and designated assignments. Attitude must be compatible with immediate supervisor. Conducts self in an exemplary manner at all times.

REQUEST FOR APPROVAL TO WORK OVERTIME

NAME _____ BUILDING _____

I.D. # _____

DATE WORK IS PLANNED TO BE PERFORMED _____

NATURE OF WORK TO BE PERFORMED _____

APPROX. TIME PLANNED TO WORK – FROM: _____ TO: _____

IS THIS PAID OVERTIME? _____ Yes _____ No IS THIS AT TIME & HALF? _____

APPROVAL OF PRINCIPAL _____ DATE _____

APPROVAL OF SUPERVISOR _____ DATE _____

APPROVAL OF SUPERINTENDENT _____ DATE _____

REQUEST FOR PAYMENT OF OVERTIME

NAME _____ BUILDING _____

I.D. # _____

IS THIS FORM FOR PAID OVERTIME? _____ Yes _____ No

DATE ACTUALLY WORKDED _____

NATURE OF WORK TO BE PERFORMED _____

ACTUAL TIME WORKED – FROM: _____ TO: _____

APPROVAL OF PRINCIPAL _____ DATE _____

APPROVAL OF SUPERVISOR _____ DATE _____

APPROVAL OF SUPERINTENDENT _____ DATE _____

REQUEST FOR APPROVAL OF COMPENSATORY TIME

NAME _____ BUILDING _____

EMPLOYEE I.D. # _____

DATE WORK IS PLANNED TO BE PERFORMED _____

NATURE OF WORK TO BE PERFORMED _____

APPROX. TIME PLANNED TO WORK – FROM: _____ TO: _____

IS THIS AT TIME & HALF? _____

APPROVAL OF PRINCIPAL _____ DATE _____

APPROVAL OF SUPERVISOR _____ DATE _____

APPROVAL OF SUPERINTENDENT _____ DATE _____

REQUEST TO ACCRUE OR USE COMPENSATORY TIME

NAME _____ BUILDING _____

EMPLOYEE I.D. # _____

IS THIS FORM FOR ACCRUAL OF COMPENSATORY TIME? _____ YES _____ NO

IS THIS FORM FOR USE OF COMPENSATORY TIME? _____ YES _____ NO

DATE WORK PLANNED TO USE COMPENSATORY TIME? _____

AMOUNT OF TIME PLANNED TO USE? _____
(must be used in one hour increments)

DATE ACTUALLY WORKED _____

NATURE OF WORK TO BE PERFORMED _____

APPROX. TIME PLANNED TO WORK – FROM: _____ TO: _____

APPROVAL OF PRINCIPAL _____ DATE _____

APPROVAL OF SUPERVISOR _____ DATE _____

APPROVAL OF SUPERINTENDENT _____ DATE _____

NORWALK CITY SCHOOLS
CLASSIFIED
ABSENCE REPORT

EMPLOYEE ID #: _____

Employee's Name: _____ Building: _____
(first & last)

Number of Days Absent: _____ Dates Absent: _____

Check One

- _____ Sick Leave – Personal
- _____ Sick Leave – Illness in Family
- _____ Personal Day – Approved _____ Unrestricted _____ Restricted
- _____ Leave Without Pay (LWOP)
- _____ Alternate Assignment
- _____ Professional Conference
- _____ Compensatory Time
- _____ Jury Duty
- _____ Vacation: List dates vacation was taken: _____

Employee's Signature

Date

PERSONAL LEAVE
(Classified)
SUBMIT THREE (3) DAYS IN ADVANCE

Upon your return from this absence, please complete a "Classified Absence Report" and forward it to the Treasurer's Office.

AESOP confirmation #: _____ Rec'd @ CO: _____

Name: _____ Employee ID: _____
(Print both first & last name)

Building(s): _____ Job Title: _____

Date(s) requested: _____ Time: from _____ to _____

Check Day(s): Monday Tuesday Wednesday Thursday Friday

Substitute Required: Yes -- Time: from _____ to _____

No

Type of Leave: Unrestricted _____

Restricted _____

(Article 54 – OAPSE Agreement)

Items Not Covered by Personal Leave – Personal leave will not be granted for extending vacations, absence due to inclement weather, accompanying a spouse or member of the family on trips, occasions largely of a social or recreational nature, or requests of a similar nature that should be scheduled other than when school is in session. Approval of the use of "Personal Leave" may be denied on the day before or after a holiday or during the first and last week of school.

Violations of Personal Leave Policy – Violations of personal leave policy by obtaining leave under false pretenses or using leave for purposes not approved under Board policies shall be considered grounds for discipline.

Employee's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Superintendent: **Approved** **Disapproved**

Returned for Explanation *In order to better determine if this day will be properly used, please submit a brief written explanation of the reason(s) for use of this day.*

Superintendent's Signature: _____ Date: _____

This signed request will be filed in the Treasurer's Office.

NORWALK CITY SCHOOLS

APPLICATION FOR LEAVE WITHOUT PAY

The following is an application for leave without pay from my job assignment on

 Date(s)

By requesting a leave without pay, it is understood that the amount of a contract day's salary will be deducted, for each day missed, from my next pay.

The reason for the leave without pay is as follows:

Signature of Applicant

Date

Employee I.D. Number

Signature of Principal/Supervisor

Date

Approval of Superintendent

Date

FOR INFORMATIONAL PURPOSES ONLY
CLASSIFIED SUBSTITUTES ARE NOT PART OF THE BARGAINING UNIT

SUBSTITUTE SALARY SCHEDULE

Superintendent's Secretary	\$9.00/HR
Assistant Superintendent's Secretary	\$9.00/HR
Assistant to Treasurer	\$9.00/HR
Supervisor's Secretary	\$8.50/HR
Principal's Secretary	\$8.50/HR
Building Secretary	\$8.00/HR
Receptionist/Clerical	\$8.00/HR
Para Professional/Educational Assistant	
Building	\$7.50/HR
Library	\$8.00/HR
Transportation	\$8.50/HR
Low Incidence	\$8.00/HR
Special Needs	\$8.00/HR
Bus Driver	\$11.50/HR
Field Trip Rate	\$12.50/HR
Custodian/Food Truck/Utility	\$9.00/HR
Maintenance	\$10.50/HR
Mechanic	\$10.50/HR
Cleaning Person	\$8.50/HR
Cook (6 hours)	\$8.00/HR
Cook Helper	\$7.00/HR
Student Cleaning/Café/Secretary	\$2.50/HR
Transportation Monitor	\$9.50/HR