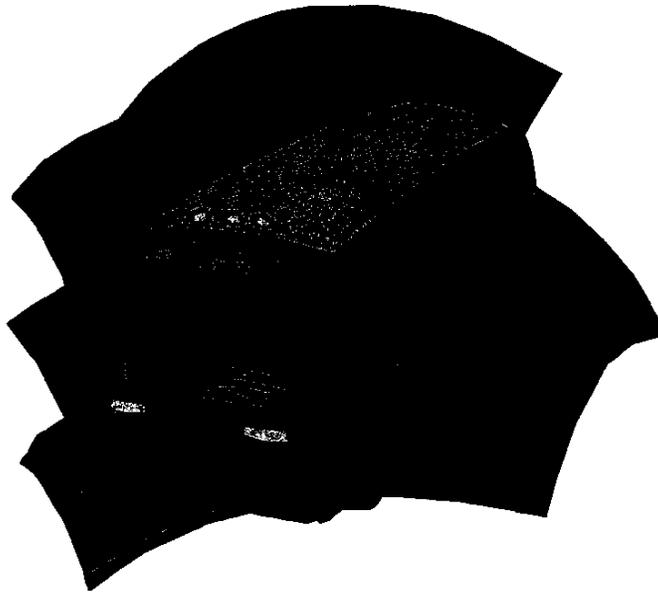


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STATE EMPLOYMENT  
RELATIONS BOARD

**AGREEMENT BETWEEN THE  
NORTHRIDGE LOCAL SCHOOL DISTRICT  
AND THE  
PROFESSIONALS GUILD OF OHIO**

2011 NOV -2 P 3:44



**EFFECTIVE**

**JUNE 15, 2011**

**THROUGH**

**JUNE 14, 2014**

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ARTICLE I

PREAMBLE

The Northridge Local School District, hereafter the "Board", and Professionals Guild of Ohio, hereafter the "Union", hereby enter into this collective bargaining agreement. This agreement supersedes and replaces the agreement that was effective August 11, 2010 through July 31, 2013.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive representative for the representing of employees covered hereunder with respect to rates of pay, fringe benefits and other terms and conditions of employment. The unit of employees represented by the Union shall be as follows:

INCLUDED: All regular bus drivers, bus aides, messengers and mechanics

EXCLUDED: All supervisory, confidential and management level employees, substitutes, and all other employees of the employer.

ARTICLE III

BOARD RIGHTS

The Board, by mutual agreement with the Union, commits itself to such Union recognition and other conditions of employment as incorporated in the Agreement, and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities, to direct and supervise the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and conditions for their continued employment, to discipline, or to terminate them for just cause, to promote and to transfer all such employees or to non-renew their limited employment contracts.

3. To delegate authority through recognized administrative channels according to Board policy.
4. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, 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 Agreement and then only to the extent such specific and express terms thereof are in conformance with or do not conflict with the Constitution or laws of the State of Ohio or the Constitution or laws of the United States.

#### ARTICLE IV

##### UNION MEMBERSHIP, NEW HIRES, PAYROLL PROCEDURES AND DUES CHECKOFF

#### A. Union Membership

All employees covered hereunder, who are members of the Union on the effective date of this Agreement and those who are not members on that date but become members during the term of this Agreement shall be considered as a member in good standing. A member in good standing is defined as an employee who voluntarily agrees to pay periodic Union dues.

#### B. New Hires

The Board will notify the Union of all newly hired employees included in classifications represented by the Union. Such notification will be done within ten (10) work days following the action of the Board of Education where such employees are hired and the notification shall include the name, home mailing address of the employee and the employee's initial job title.

#### C. Payroll Procedure

1. Pay must be earned before payment is made.
2. Employees will be paid bi-monthly over 24 payroll periods by the Employer directly depositing each employee's pay to a financial institution of the employee's choosing, providing such financial institution is a member of the Federal Reserve Banking System. Employees shall follow rules established by the Treasurer to report an account code to be used for the direct deposit.

Direct deposit notification will be emailed no later than the normal end of the workday. When a payday falls on a holiday or weekend, the notification will be emailed no later than the day preceding the holiday or weekend. During the Summer months, direct deposit notification will also be emailed. If the email address on the notification is in error or if the notification is to be sent to a different email address, the employee must provide the Treasurer's Office with the proper email address.

3. The treasurer shall deduct for unauthorized absences, federal, state and local taxes required by law and the employee's share of retirement and insurance contributions. The treasurer shall also deduct for employees covered hereunder, upon the written request of the employee, authorized amounts for Dayton Area School Employee's Federal Credit Union, direct deposits to other local banks, Board-approved tax-sheltered annuities and union dues.

D. Dues Checkoff

An employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Board an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues to be paid the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Monthly Union dues shall be deducted from the first paycheck of each month the employee is scheduled to work and said deduction shall be remitted to the Union within five (5) work days following the deduction. The remittance shall include a listing of the employees for whom the deductions were made. Union dues shall be deducted from those employees who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Revocation of any authorization as set forth herein shall be at the will of the employee.

E. Indemnification

The Union agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provision of this section.

ARTICLE V

UNION REPRESENTATION

- A. Authorized agents of the Union shall have reasonable access to the bus garage and the central office for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being followed. Before gaining such entrance, the authorized agent(s) shall report his/her presence to the appropriate building administrator.

- B. The Board shall provide a suitable bulletin board and sufficient space in the bus garage for the posting of Union materials. Postings by the Union on such boards are to be confined to official business of the Union.
- C. The use of Board-owned facilities and equipment, may, with prior approval, be used by the Union without charge. Such approval shall not be unreasonably withheld.
- D. Each October 1, the Board will provide the Union with a seniority list setting forth the employees' seniority date and present classification. The Employer will notify the Union of any additions or deletions from the seniority list.
- E. The Board shall make available to the Union a copy of the Board agenda and be given an opportunity to speak at Board meetings.

#### ARTICLE VI

#### STEWARDS

- A. The authority of Stewards and alternates shall include the following.
  - 1. The investigation and presentation of grievances with designated Board representatives in accordance with the provisions of the collective bargaining agreement. Stewards will be permitted to have access to the employee's personnel file for the purpose of investigating and presenting a grievance. Management shall provide written notification to the employee of the request as soon as is practicable prior to making the employee's personnel file available for review.
  - 2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.
  - 3. The investigation and representation of bargaining unit employees in an investigatory interview that may lead to disciplinary action and any pre-disciplinary hearing.
  - 4. Attendance at Disciplinary Hearings, meetings with Management personnel for the purpose of carrying out the terms of this Agreement and Labor/Management meetings.
- B. Stewards shall, with prior approval, be granted release time for the purpose of carrying out the duties and activities set forth in paragraph A of this Article. Time spent beyond a Steward's normal work day shall not be considered as hours worked for the purpose of computing an employee's pay. Release time shall not be granted if it disrupts normal operations or the Stewards' own route schedule.

- C. At all disciplinary meetings or hearings where a Board representative requires the attendance of an employee, such time spent at the meeting or hearing shall be considered as time worked for pay purposes.

## ARTICLE VII

### NON-DISCRIMINATION

- A. Neither the Board nor the Union shall engage in any illegal discrimination on the basis of an employee's race, age, sex, national origin, creed or handicap nor in an employee's membership or non-membership in the Union.
- B. Neither the Board nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in Union activities.

## ARTICLE VIII

### PERSONNEL FILES

- A. The personnel files for each employee shall be maintained confidentially by the responsible administrator and shall not be released for public inspection except as may be otherwise required by law. If the administrator receives a request to inspect and/or copy records within an employee's personnel file by an outside source, management shall provide written notification to the employee of the request as soon as practicable prior to making the employee's personnel file available for review.
- B. The employee personnel files shall contain appropriate data regarding employment and performance of duties. An employee shall be notified of the intent to place in his/her personnel file any material which may be considered *indicative of his/her conduct, service, character, or personality* and shall be provided a copy of any such material prior to its being placed in his/her personnel file. An employee may attach a statement of clarification, rebuttal or explanation to any item in his/her personnel file at the time an item is placed in the file. Pre-employment data is considered confidential and is not open for review or removal.
- C. An employee may, upon written request to the responsible administrator, review the contents of his/her personnel file. An employee may, upon request, have one *other person of his/her choosing at such a review*. The date and time of review shall be mutually agreed upon by the responsible administrator and the employee. The responsible administrator or designee shall be present at the review. After the review, the employee may receive a copy of the personnel data.

- D. All bargaining unit employees shall be evaluated within the first ninety (90) days of employment and, if possible, again prior to any action to renew or non-renew the contract of the new employee. Other limited contract employees will be evaluated in the year in which action is to be taken on the limited contract. Continuing contract employees will be evaluated not less than once every three (3) years. Additional evaluations may be conducted from time to time but no more than once a year. Any continuing contract employee and any limited contract employee who has sufficient time prior to any contract action prior to renewal or non-renewal who receives an unsatisfactory evaluation will have a performance improvement plan developed identifying areas requiring improvement and establishing performance objectives. Upon the completion of an employee's evaluation conference, the employee shall sign the evaluation instrument to acknowledge receipt. The employee's signature does not indicate the employee's agreement with the contents of the evaluation but only that the employee has received the evaluation. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Nothing shall be placed in the employee's record which is not substantiated. Any negative evaluation may include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Paragraph (B) above.
- E. Verbal reprimands older than one (1) year and written reprimands older than two (2) years shall be removed from the employee's personnel file and may not be used in subsequent disciplinary action.
- F. All unfavorable reports, more serious than a written reprimand, including short and long term disciplinary suspensions, older than three (3) years will be removed from the employee's file. No information will be used in a dismissal case by either party if that information is more than three (3) years old.

## ARTICLE IX

### LABOR/MANAGEMENT COMMITTEE

In the interest of sound contract administration and bilateral communication, a joint committee shall be appointed in September of each school year. The committee shall be composed of the Steward, one other Union appointed representative, the Superintendent or his/her designee, and the Transportation Supervisor. One (1) other representative of each party may also be in attendance at any meeting held by the committee. The committee shall convene at the request of either party to discuss subjects of concern to either party. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect and attempt to reach solutions to common problems. The party calling said meeting shall submit an agenda of the meeting at the time the meeting is called. The meetings shall be

alternately chaired by the parties and said meeting shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed within one (1) week thereafter to all meeting participants and the Board.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is a complaint of an employee or a group of employees or the Union involving an alleged violation or misapplication of the provisions of this Agreement.
2. A grievance alleged to be a group grievance shall have arisen out of *substantially similar circumstances affecting each member of said group.* Group and Union grievances must identify the name (s) of individuals involved in the alleged grievance. If the Union files a grievance alleging a violation of *Union rights, there is no requirement to list the names on the grievance form.*
3. No grievance may be filed concerning a matter which may be made a subject of a charge with a state or federal agency.
4. Any action by the Board to renew or not renew the contract of any employee or *any recommendation by the Superintendent to renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.*
5. *Appeals of discipline including employment termination, shall be made exclusively through the procedure set forth in this Article.*

#### B. Procedure

**Step I - Informal Procedure:** The aggrieved party shall discuss the grievance or complaint with the Transportation Supervisor in a face-to-face meeting. This shall be accomplished within ten (10) workdays after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in the Article.

**Step II - Formal Procedure:** If a satisfactory solution is not effected in Step I, the aggrieved party shall present his/her written grievance to the Transportation

Supervisor within ten (10) work days after the informal hearing. The Transportation Supervisor shall, within ten (10) workdays of receipt of the grievance, conduct a hearing concerning the grievance. The Transportation Supervisor shall provide a written answer to the grievance and forward it to the concerned parties within ten (10) workdays from the time of the hearing.

Step III - Superintendent: If a satisfactory solution is not effected in Step II, the Union shall invoke Step III in writing and present same to the Superintendent or his/her designee within ten (10) work days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within ten (10) workdays of receipt of the grievance. The Superintendent or his/her designated representative shall hold a hearing within ten (10) workdays from the time of the receipt of the grievance and provide a written answer to the grievance within ten (10) work days from the time of the hearing.

Step IV - Arbitration: If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Union or if no decision has been rendered by the Superintendent within ten (10) workdays, the Professionals Guild of Ohio's Executive Director shall, within fifteen (15) workdays after receiving the Step III answer, or, if no timely answer was received by the Union, within fifteen (15) workdays following the date the Step III answer was due, notify the Superintendent in writing of the Union's intent to submit the grievance to arbitration. Any failure to invoke Step IV as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

The Union shall submit its demand for arbitration to the American Arbitration Association (AAA) to provide the parties with a list of seven (7) arbitrators from which the parties may, using the voluntary rules of AAA, select an arbitrator from any list(s) provided by AAA. The AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected.

Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined herein, such dispute as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening the hearing on the merits of the dispute.

The Board and the Union shall equally share the fees and expenses of the arbitrator and any expenses incidental to the proceedings, including court reporter costs, if applicable. Each, however, shall be responsible for any additional expenses incurred, including fees and expenses of its representatives.

The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the Union.

Neither party will be permitted to assert in an arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.

The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board of Education's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code. The decision of the arbitrator shall be final and binding on the Board, its agents, the Union and its members.

### C. Miscellaneous Provisions

1. A grievant, at his/her sole choosing, may appear on his/her own behalf and may be represented at any and all steps of the grievance procedure by a member of the Union or its affiliation and/or by counsel. However, the Union shall be permitted to send a representative to any grievance hearing when the grievant has chosen not to be represented by the Union.
2. A grievance may be withdrawn at any level without prejudice or record.
3. No employee shall file a grievance after the effective date of his/her resignation, except a former employee who resigned may file a grievance over wages and/or fringe benefits.
4. The Steward will receive the same notice as the grievant. Decisions rendered at each formal level will be made in writing setting forth the decision, and will be transmitted to the grievant and the Steward in accordance with the time limits established.
5. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
6. If the employee or the Union does not abide by the time limits set forth herein, said employee or Union forfeits the right to continue to the next step of the grievance procedure. If the administration does not abide by the time limits set forth herein, the grievant or the Union filing the grievance may proceed to the next step.
7. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.

8. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
9. Processing of grievances shall be during non-work hours except as otherwise approved by the Superintendent or his/her designee.
10. The term "day" is defined as the aggrieved employee's working day during the school year or weekdays (excluding holidays) during vacation periods.
11. The time limits or steps set forth in this procedure may be extended or waived with the mutual consent of the parties hereto.
12. All grievances must be signed by the grievant or in the case of a group grievance, all grievants who are not on an extended absence. Absent members of the group grievance must sign the grievance upon his/her return to work to be a member of the group. Otherwise no individuals will be recognized as grievants unless they have signed the grievance form.

## ARTICLE XI

### SENIORITY

- A. Seniority as used herein shall be defined as follows:
  1. District seniority shall be defined as the length of continuous, unbroken service with the Board as computed from the employee's most recent date of hire.
  2. Classification seniority shall be defined as the length of continuous, unbroken service in a particular classification, as computed from the employee's most recent entry into the classification.
- B. Where the seniority of two (2) or more affected employees is equal under the definitions set forth herein, ties shall be broken as follows:
  1. Date of attaining a new classification as determined by Board minutes.
  2. Date of uninterrupted employment, including employment in a substitute classification that is the same as the employee's current classification (effective August 1, 2010) as determined by Board minutes.
  3. Lot
- C. In order to obtain one (1) year of seniority, an employee must be in a paid status for at least 120 work days in the school year. Continuous employment shall include all time on sick leave, all time on Board approved paid leave of absence,

all time on a military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during a suspension or non-renewal for reduction-in-force reasons if the employee is reinstated.

- D. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the employee was on such unpaid leave will not be counted in total years of service in determining seniority rights.
- E. There shall be posted the following seniority lists of the bargaining unit:
  - 1. Separate Regular Bus Driver seniority list based upon job classification seniority;
  - 2. Separate Messenger seniority list by job classification seniority.
  - 3. Separate Mechanic seniority list by job classification seniority.
  - 4. Separate Bus Aide seniority list by job classification seniority.
- F. Employees who change classifications shall not accumulate classification seniority during their first ninety (90) work days of employment, but shall continue to retain seniority in the previous classification held during this period. During this period the employee may be returned to his/her former classification without cause. Upon completion of the probationary period, such employee shall acquire seniority in the new classification, retroactive to his/her date of appointment into the new classification. Likewise, he/she shall no longer retain seniority in his/her former classification, except as provided otherwise in this Agreement.
- G. New employees shall be employed and contracted with pursuant to O.R.C. Section 3319.081.

## ARTICLE XII

### REDUCTION-IN-FORCE

- A. Whenever any regular non-teaching position is abolished, or in the opinion of the Board of Education, made unnecessary or the person holding such position is laid off, the following shall apply.
- B. The Superintendent shall recommend suspension of contract to the Board of Education within each active classification affected by giving preference to employees on continuing contracts and second preference to employees on limited contracts.
- C. If any employee's classification seniority permits and such employee has the present ability and qualifications to perform in another position, the employee(s)

affected by the layoff shall be allowed to move to a lower-rated classification in the following successive manner.

1. Fill any available vacancy in the same classification provided he/she is physically qualified for such position.
  2. Displace the least senior employee in the same classification provided he/she is physically qualified for such position.
  3. If unable to displace another employee under (1) or (2) above, displace the least senior employee in a classification with the same or less daily scheduled work hours, utilizing cumulative district seniority provided he/she is physically qualified for such position and currently possesses any required certificates, permits, or licenses required for such position.
- D. If any employee displaces another employee as a result of utilizing procedures set forth herein, the displaced employee's contract will be suspended and he/she shall be permitted to exercise the rights of this section.
- E. In the event an employee does not desire to take any classification to which he/she may be entitled to under any of the above sub-sections, he/she shall not be eligible for recall as set forth herein.
- F. Employees who change classification as a result of utilizing the procedures contained herein shall be placed at the pay Step in the new classification which represents the least amount of pay decrease.
- G. Employees whose contracts have been suspended shall have the right to restoration of their contracts in the reverse order of the suspension of their contracts for a period of twenty-four (24) calendar months after the affected date of suspension of their contract.
- H. Employees who wish restoration shall keep their current address on file with the Treasurer. Employees who do not respond to the restoration notice within five (5) school days (or fifteen (15) calendar days when school is not in session) after receipt of notice by certified mail (or if such notice is returned undeliverable) shall forfeit all rights of restoration.

### ARTICLE XIII

#### DISCIPLINE

##### A. Discipline

1. No employee under contract shall be disciplined except for just cause.

2. Whenever management determines that an investigatory interview is necessary and there is a reasonable expectation that the results of such an interview may lead to discipline, Management shall give the affected employee notice that he/she has a right to Union representation during the interview.
3. Notices of reprimands shall be sent to the Union President and the affected employee's last known address.
4. Except in emergency situations and where the parties agree otherwise, drivers will not be scheduled for disciplinary meetings immediately prior to the start of the morning or afternoons runs.

B. Disciplinary action may include:

1. Verbal reprimand;
2. written reprimand;
3. *short-term disciplinary suspension without pay for a period of one (1) through five (5) work days;*
4. *long-term suspension without pay for a period in excess of five (5) work days;*
5. demotion in pay and/or classification; or
6. contract termination.

The principles of progressive discipline shall be applied where appropriate taking into account the nature of a violation, the employee's record of discipline and/or the employee's work performance and conduct.

- C. It shall not be deemed a disciplinary action when a probationary employee's contract non-renewed or when a probationary employee is returned to his/her former classification prior to the expiration of the probationary period.
- D. The following procedure shall be used when the measure of discipline may be greater than a reprimand.
  1. Prior to suspending an employee without pay or terminating the contract of any employee, Management will serve the Union President and the affected employee, at the employee's last known place of residence, a notice setting forth the charges and the specifications against the employee and his/her right to a hearing. A pre-disciplinary hearing shall be held before an Administrator at which time the employee and/or his/her representative shall have the opportunity to present evidence or argument on behalf of the employee.

2. The Superintendent or his/her designee shall have the right to suspend an employee without pay for a period of up to ten (10) days. The Board of Education may suspend an employee in excess of ten (10) work days or terminate the employment contract of any employee.
3. Appeals of discipline issued under Article 13 (D) shall be taken exclusively through the provisions of Article 10, Grievance Procedure. Such appeal shall occur at (B) Step III within fifteen (15) days of the issuance of any disciplinary action. An Order of suspension up to ten (10) days or demotion from the Superintendent or his/her designee shall be issued not later than ten (10) days following the Predisciplinary hearing. An order of suspension of greater than ten (10) days or contract termination shall be issued by the Board and shall be issued not later than ten (10) days following the next meeting of the Board of Education.

#### ARTICLE XIV

##### ROUTE ASSIGNMENTS

- A. The driver's qualifications, experience, classification seniority and the driver's ability to relate to and deal with special needs of a special group of students will be considered in assigning routes.
- B. Not less than three (3) weeks prior to the beginning of the school year, drivers in an active pay status and those who are on leave with a definite return to work date not later than ninety (90) days after the start of any student year, will be permitted to review the routes and to submit a written request for their preferred route to the Transportation Supervisor. Kindergarten and preschool runs will be included in the posting of routes for annual review and the runs will be scheduled in the same general area as the corresponding elementary run. In the event of an unexpected occurrence, a driver may call the Union to submit his/her written request.
- C. Drivers who drive both an a.m. & p.m. regular route shall be paid a four (4) hour daily minimum.
- D. In the event a route is changed after it is awarded to an employee, the Transportation Supervisor and the Director of Business and Support Services, upon request, shall meet with the affected employee to discuss the impact of the change and to get the employee's input.
- E. Drivers will be permitted to use up to two and one-half (2 1/2) hours of scheduled time for staff meetings and in-service training through the school year to prepare required paperwork related to their route. Such time shall be used through October of any school year.

## ARTICLE XV

### SUMMER ASSIGNMENTS

- A. Summer School route assignments will be made available on the basis of classification seniority subject to consideration being given to a driver's qualification, experience and the driver's ability to relate to and deal with special needs of a special group of students.
- B. Summer school drivers shall have the first opportunity to drive Summer School Special Trips when Summer School is in session. A rotational list shall be established among the Summer School drivers, with the name of the most senior Summer School driver at the top of the list. When a Summer School driver is unable to drive a Summer School Special Trip or if other Special Trip opportunities arise during the Summer Break period, the Transportation Supervisor shall make the opportunities available first to the employees on the Voluntary List from the previous school year. If the Special Trips during this period remain unassigned, the Transportation Supervisor shall give the opportunities to substitute drivers.

## ARTICLE XVI

### FIELD TRIPS AND OTHER EXTRA TRIPS

All lists set forth under this Article shall be posted on the Employee's Bulletin Board.

#### A. Field Trips

1. A Voluntary List of drivers interested in driving Field Trips will be prepared. Each school year the list will be initially established on the basis of classification seniority. As Field Trip assignments become available, drivers will be afforded the opportunity to drive on a rotational basis. Each week, a listing of Field Trips will be posted and the person whose name appears at the top of the list will be given the first opportunity to select [one (1) trip per rotation] from among the posted Field Trips for the week. The person whose name appears under the top person will be given the opportunity to select in the order in which names appear on the list. Once a driver selects an assignment, his/her name will rotate to the bottom of the list. If a driver is eligible for a Field Trip assignment and fails to sign the Trip Sheet by 12:00 noon the day following the day the Trip Sheet is posted, the eligible driver will be assigned to a Field Trip for which the driver is eligible from among the Field Trips remaining. The assignments(s) will be made for the Field Trip(s) remaining with the most number of hours. Drivers who are absent for more than five (5) consecutive work days will not be eligible to sign for field trips until the next posting of field trips following their return to work.

2. Each employee will have three (3) rights-of-refusal for these assignments per semester. Upon the fourth forfeiture the employee's name will be removed from the Voluntary List and placed on the Involuntary List. Refusals during the Christmas and Spring Break periods as well as refusals for attendance at a funeral or, personal or immediate family member's emergency medical care, will not be charged as refusals for movement onto the Involuntary List. Likewise, drivers will not be charged with more than one (1) refusal per day. An employee's exercise of the right-of-refusal because the employee has a physician's appointment scheduled prior to the employee's opportunity to "sign-up" for the Field Trip, shall not be considered a "refusal" under the provisions of this paragraph. In order to keep the "turn-down" from being considered a "refusal", however, the employee's physician must provide written documentation of the "prior scheduled physician's appointment" no later than the end of the work day following the day of the physicians appointment. Additionally, the canceling of a "sign-up" once the "sign-up" has been made shall count as a "refusal" for the purposes of this paragraph. An updated list of refusals per driver will be posted each week.
3. In the event, no one on the Voluntary List accepts a Field Trip assignment, the opportunity to drive will be offered to substitute drivers.
4. If drivers are still not available from the Voluntary List or from among substitute drivers, drivers will be assigned to drive and must take the assignment. All regular drivers whose names do not appear on the Voluntary List will be placed on an Involuntary List and assignments from the Involuntary List will be made on a rotational basis. When there are no drivers on the Involuntary List or when the field trip assignment conflicts with the regular assignment of a driver on the Involuntary List, the field trip will be assigned on a rotational basis beginning with the least senior driver on the Voluntary List. Each school year the list will be initially established as the basis of classification seniority, beginning with the least senior employee.
5. Field Trip opportunities that become available with less than 24 hours and is received by the Transportation Department will be offered to drivers without regard to their position on the Voluntary List. If no one from the Voluntary List accepts that late notice Field Trip opportunity, the Transportation Supervisor will make the opportunity available to a substitute before making an assignment from the Involuntary List. Assignments from the Involuntary List under this provision shall be made without regard to the driver's position on the Involuntary List.
6. If a Field Trip is canceled, employees, who have signed up for the Field Trip will be advanced to the top of the next Voluntary List ("Pick-up") except that when a Field Trip is canceled while an employee is "in route", the affected employee shall be paid pursuant to A(11) of this Article in lieu of advancement on the next Voluntary List.

7. Field Trip opportunities that become available with more than a 24-hour notice to the Transportation Supervisor will be posted and be known as the "Add-on List". Employees may sign up for assignments off of the "Add-on List" using seniority rotation. If no employees sign up for assignments on the "Add-on List", assignments will be made using the procedure set forth in paragraphs 3 & 4 of this Section. Employees who have previously signed up for or been assigned to another Field Trip or Extra Trip shall not be eligible for a conflicting assignment on any "Add-on List".
8. The starting time for a Field Trip will be adjusted, if practicable, so that the trip will not interfere with the regularly scheduled assignment of the regular driver whose name appears at the top of the rotation list. Where no adjustment is made and when an employee's regularly scheduled route would interfere with a Field Trip assignment, the employee shall be ineligible to sign up for that assignment.
9. For purposes of this Article, only the names of drivers will be placed on the respective Lists.
10. Drivers shall be paid a minimum of two (2) hours pay for Field Trips worked when the Field Trips are made at a time other than at the employee's regularly scheduled assignment.

#### B. Extra Trips

1. Trips not posted as regular assignments or regular Field Trips shall be known as Extra Trips.
2. Extra Trips will have a Voluntary List posted for each Extra Trip Assignment. Assignments of Extra Trips will be made off of the respective Extra Trip List and function as they do for Field Trips. Extra Trips not signed up by noon on the Friday preceding the Trip will provide the Transportation Supervisor the ability to utilize substitutes or the Involuntary List.
3. Employees who drive Extra Trips that have driving times that are contiguous to the driver's regularly assigned driving hours will be paid at the driver's regular hourly rate of pay, will not be subject to "add-ons" or "pick-ups", and, if the Trip is an "after school shuttle", it shall be subject to one (1) "minimum of one (1) hour of pay" for the "after school shuttle" driven. Employees who drive Extra Trips that have driving times that are not contiguous to the driver's regularly assigned driving hours will be paid the driver's regular hourly rate of pay and will not be subject to "add-on's" or "pick-up's". They will, however, be limited to payment of one call-in, i.e. a minimum of two (2) hours of pay for the Extra Trip(s) worked under this provision.

4. A Field Trip or Extra Trip that is changed to a "Drop-Off/Pick up" after a driver has accepted the trip can be refused without counting against the driver as set forth in A(2) of this article.

C. Accepted Field Trip and Extra Trip Assignments

A Field Trip or Extra Trip, once accepted, will not be reassigned from one (1) driver to another driver.

ARTICLE XVII

SAFETY

- A. Employees have the right to work in safe and healthful conditions.
- B. No bus shall be dispatched nor shall a driver be required to transport school children when the vehicle is unsafe for driving. If a driver believes that a bus is unsafe, the driver shall immediately report the unsafe condition to the Transportation Supervisor or the Mechanic. Steps will be taken to insure that the bus is in safe working condition prior to being dispatched. The final solution as to whether a bus is safe for driving shall remain the responsibility of the Transportation Supervisor. When requested by the driver, verbal or written verification will be supplied that the bus is safe to drive. A bus which is deemed unsafe will be appropriately identified.
- C. No employee shall be in any way discriminated against for reporting any unsafe condition.
- D. Bus drivers must perform visual pre-trip inspections of their assigned vehicles.
- E. Janitorial services will be provided for the bus garage, including the cleaning of bathrooms. Also, parking areas will receive the same level of snow and ice removal as is provided for all other parking areas of the school district.

ARTICLE XVIII

TOOLS, SAFETY EQUIPMENT AND FACILITIES

- A. The Board shall provide the tools, equipment, supplies and safety gear reasonably necessary for employees covered hereunder to perform their assigned duties.

ARTICLE XIX

SICK LEAVE

- A. Employees shall be entitled to earn one and one-fourth (1 1/4) days of sick credits per calendar month, unless on a leave of absence, without pay, for more than one-half (1/2) the scheduled work days in a month, to a maximum of fifteen (15) days per year. Less than twelve-month employees shall earn sick credits during the months they are not scheduled to work. Sick leave may accumulate to a maximum of 360 days.
- B. An employee may request sick leave by following the procedure outlined in this Article. Sick leave may be requested for the following reasons:
1. illness or injury of the employee;
  2. illness or injury of a member of the employee's immediate family where his/her attendance is reasonably necessary;
  3. exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;
  4. medical, dental or optical examination or treatment of employee or a member of his/her immediate family (non-emergency examinations/treatments should be scheduled during non-work hours if possible);
  5. pregnancy, childbirth and/or related medical conditions;
  6. death in an employee's immediate family.
- C. Immediate family shall be defined as an employee's mother, father, husband, wife, child (including step or foster parent or child) or other persons permanently residing in the employee's household.
- D. Absence due to death in the immediate family as defined above is limited to a maximum of five (5) days or any additional days as may be approved by the Superintendent. Absence due to death in the near family which is defined as an employee's brother, sister, parent-in-law or grandparent is limited to three (3) days or any additional days as may be approved by the Superintendent. Absence due to death of other relatives is limited to a maximum of one (1) day, unless extended travel time is approved by the Superintendent. Other relatives are defined as relatives outside the immediate family or family as defined in this paragraph but no more distant than blood cousins once removed.

- E. An employee who is unable to report for work must notify, by telephone or other means of communication, the immediate supervisor or other designated person as soon as possible.
- F. Upon return to work, prior to starting work, the employee shall formally request sick leave by completing an Application for Sick Leave form and submitting it to the supervisor. Sick leave applications are to be completed for any day or part of a day sick leave is used and should cover the period of the employee's sick leave absence. Deductions from the sick leave accumulation will be made in a minimum of quarter (1/4) a day increments.
- G. Employees who have exhausted their accumulated sick leave and special leave will be advanced sick leave up to the maximum remaining amount that may be accrued during that year. Sick leave will be advanced only upon a physician's statement that each absence is necessary. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave days shall be deducted from adjusted final pay, or claim shall be made against the employee or his/her estate.
- H. Each new employee, immediately upon reporting to duty, shall be credited with five (5) days of sick leave. These days may be used for personal illness, death or illness in the employee's immediate family. If any of the five (5) days are used, they shall be deducted from the sick leave credits that can be earned during the first year of employment.
- I. Employees covered hereunder shall be eligible to participate in the Board's Sick Leave Donation program established for non-teaching employees of the School District.
- J. The previously accumulated sick leave of an employee, who has been separated from Ohio public service, shall, up to the maximum accumulation set forth in this article, be accepted as credit provided none of the credit earned, before being employed by the District, was converted to pay upon separation and provided such reemployment has taken place within ten (10) years of the date of separation from previous Ohio public service.

## ARTICLE XX

### SICK LEAVE DONATION POLICY

A non-teaching employee may donate a maximum of five (5) days of their accumulated sick leave to another non-teaching employee who has exhausted or is about to exhaust their accumulated sick leave and other applicable paid leave provisions.

Donated sick leave days may be used only for a prolonged (ten (10) or more consecutive days) personal illness of a non-teaching employee or immediate family that requires the absence of the employee from his/her assigned duties. A physician's statement shall be submitted to the Superintendent of Schools as proof of need for additional sick leave days and donated sick leave days may not be used for occasional absences. Immediate family shall be defined for the purpose of this article as employee, wife, husband, mother, father, and dependent children.

A non-teaching employee may receive a maximum of fifteen (15) days per school year and in no event may a receiving employee have more than thirty (30) days donated to him/her during his/her employment with the Board. Unused donated days are not returnable to the employee(s) who earned the days.

A maximum of one hundred (100) days of sick leave may be exchanged among non-teaching employees during a school year.

Donation forms shall be submitted to the treasurer for processing within five (5) working days prior to the date of the employee's absence, or as soon as known.

## ARTICLE XXI

### SPECIAL LEAVE

Each employee shall be entitled to three (3) days of Special Leave during each school year. Such leave shall be granted upon written request filed by the employee with the Supervisor no later than three (3) days prior to taking the leave, except in the case of an emergency where prior notice is not possible. In case of emergency, written request for approval of such leave will be made immediately upon return. The above limitations may be waived at the discretion of the Superintendent.

A. Employees may be granted three (3) days of absence during each school year without loss of salary for Special Leave. The purpose of Special Leave is to provide time off to transact business or to attend to affairs of such nature which cannot be conducted outside the regular workday. Special Leave shall be granted for the following:

1. Closure, real estate transaction.
2. Graduation ceremonies from college or university of son, daughter, grandchild, husband, wife, father or mother, held during work day or beyond a 50-mile radius from Dayton.
3. Marriage of son, daughter, grandchild or self.
4. Settlement of an estate.

5. Adoption of a child by employee.
6. For any appearance in court as a defendant or as a subpoenaed witness in court or arbitration not otherwise covered herein.
7. For the funeral of a close friend and/or relative not covered under the Sick Leave policies of the Board of Education.
8. Special Leave days used in lieu of sick leave days for death in the family, other relative or friend. Special Leave days used for this purpose may not be changed at a subsequent date to Sick Leave days.
9. For an Act of God or an accident that disrupts utility services, plumbing, heating or so damages the house that a condition is created that is hazardous or potentially hazardous to the welfare of the employee and/or his/her family and must be corrected without undue delay.
10. Graduation of self from an accredited college or university with a Bachelor's or advance degree in education.
11. For registration for college courses which may not be done on Saturday.
12. Observance of religious holidays where total abstinence from work is required.
13. Attendance at ceremonies in which the employee or a member of the immediate family is receiving an award of major significance relating to public or educational service.
14. Personal business appointments that may only be scheduled on a week day.
15. For mechanical failure of transportation. Proof may be required. Employee must report for duty as quickly as an alternate form of transportation can be acquired.
16. Any orientation, registration, special ceremony involving the employee's child in his/her school. This leave may be taken except for the first and last days of the school year for staff and students
17. Absent from work due to an injury caused by the negligence of a student and which arises out of the course of the employee's employment.
18. In lieu of sick leave for personal illness if sick leave is exhausted

B. Conditions:

1. Leave may be granted for one-fourth (1/4) day. Half day employees may be granted one and one-half (1-1/2) days.
2. One (1) additional special leave day may be granted at any time on an individual basis with prior approval of the Superintendent, who shall consider such request on its individual merit. The Superintendent's decision is final and this decision is not subject to grievance procedures nor does it set any precedent.
3. Falsification of purpose stated for use of Special Leave shall be grounds for disciplinary action and denial of the use of Special Leave.
4. Special leave may also be used in lieu of Sick Leave for personal illness if Sick Leave is exhausted.
5. Special leave days may be taken in succession, if necessary.
6. Except for leave that may be taken for items A(2), A(3), A(5), A(6), A(7), A(8), A(9), A(10), A(12), A(15) or A(17) above, special leave shall not be granted on first or last day of school nor on the school day preceding or following a day when school is closed for a holiday, school vacation, professional conference day or on a professional conference day.
7. Special leave may be used on consecutive days, but no Special Leave may be used to extend scheduled vacation periods.
8. Up to three (3) additional Special Leave days per injury may be granted by the Superintendent when an employee is required to be absent from work due to an injury caused by the negligence of a student which arises out of the course of the employee's employment. To be eligible for this additional Special Leave, the employee must make application for the Leave following the procedure set forth for Assault Leave in the Policies and Procedures Manual for Non-teaching employees.
9. Unused Special Leave days are not accumulative from school year to school year.
10. Special Leave shall not be chargeable to sick leave.

ARTICLE XXII

ASSAULT LEAVE

- A. A regular employee who must be absent due to physical disability resulting from

an unprovoked assault on such employee, which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function, shall be eligible for Assault Leave. Full pay status (days not charged to Sick Leave) under Assault Leave can be granted up to a maximum of the first five (5) days beginning with the first day of said leave. At the end of the five (5) days, the employee may use Sick Leave or receive Worker's Compensation (if eligible) for the period of the physical disability. The Board shall pay the difference between the employee's regular pay and the weekly benefit paid under the Worker's Compensation Act up to a maximum of an additional twenty-five (25) work days.

- B. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:
1. Nature of the injury.
  2. Date and time of occurrence.
  3. Identification of the individual or individuals causing assault, if known.
  4. Facts and circumstances surrounding the assault.
  5. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
  6. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
- C. An employee who has been physically assaulted shall make an immediate oral report to the responsible supervisor/ administrator, if physically possible. The employee shall make a written report to the said responsible supervisor/ administrator before leaving work that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses to the assault.
- D. If the responsible supervisor/administrator deems it necessary, the responsible supervisor/administrator or his/her designee shall notify the police. In any case, the employee, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.
- E. The responsible supervisor/administrator and/or his/her designee shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent. Except for such information as may be privileged by law, a copy of the report will be furnished to the affected employee.

- F. In the event of a school-related assault on an employee, the Board attorney shall inform the employee of his/her legal rights. In addition, if litigation becomes a possibility, the Board will have an official representative made available to cooperate with the employee and the employee's counsel toward the protection of said employee's rights.
- G. If court action results and an employee is required to be a witness in such action, that employee shall be permitted sufficient time off without loss of pay to act as a witness in the court action.
- H. Employees not eligible for paid Assault Leave may be eligible to receive a leave of absence without pay, not to exceed two (2) years, for the period he/she is disabled and unable to perform the duties of his/her position. Such person may also be eligible to receive Worker's Compensation Benefits.

#### ARTICLE XXIII

#### JURY DUTY

- A. Employees may be paid by the Board of Education while serving on jury duty, providing that they complete a Request to Serve on Jury Duty Form and comply with applicable District regulations.
- B. Employees must report at once to their immediate supervisors for duty if released prior to noon of the work day while on jury duty.
- C. Within ten (10) working days following completion of the jury duty assignment, payment received for such service must be received in the Treasurer's office. Payment must be in the form of a check or money order made payable to the Northridge Board of Education. Failure to observe this requirement will be cause for withholding the next regularly scheduled payroll check.
- D. Employees will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty.

#### ARTICLE XXIV

#### LEAVE BECAUSE OF ILLNESS IN THE FAMILY

Upon the recommendation of the Superintendent and the approval of the Board of Education, an employee may be granted an unpaid leave of absence not to exceed one school year or the balance thereof because of serious illness of the employee or in the employee's immediate family upon submission of the proof of need. The immediate family will be defined as child, spouse, mother, father, sister, or brother. This includes other relatives permanently residing in the same household. If the

Superintendent and the Board agrees, the leave may be extended. All employees shall be entitled to leave pursuant to and in compliance with the Family Medical Leave Act of 1993.

#### ARTICLE XXV

##### OTHER UNPAID LEAVES OF ABSENCE

Upon the recommendation of the Superintendent and the approval of the Board, a regular employee may be granted an unpaid leave of absence not to exceed one (1) school year or the balance thereof for the care and attendance of a member of the immediate family. The immediate family as used herein is defined as the employee's child, spouse, mother, father, sister or brother or other direct relatives of the employee who reside in the employee's household. Extension of such leave may be granted.

#### ARTICLE XXVI

##### PAYMENT FOR SICK LEAVE UPON RETIREMENT

- A. Employees retiring from the District or dying while employed shall be eligible to convert accumulated and unused sick leave at the time of retirement/death.
- B. To be eligible to convert accumulated and unused sick leave, a retiring employee must:
  - 1. Have been employed by the District continuously for a period of at least five (5) years immediately preceding the date of retirement.
  - 2. Have accrued sick leave pursuant to the laws of the State of Ohio.
  - 3. Be eligible to immediately receive retirement pension benefits from the State Employees Retirement System upon termination of active employment with the District.
  - 4. Make application for severance pay with the Treasurer within ninety (90) days from his/her last date of employment.
- C. All accumulated and unused sick leave days up to a maximum of 360 days may be converted on the basis of four (4) sick leave days equals one (1) paid severance day. The maximum number of paid severance days shall be 90.
- D. Payment for accumulated and unused sick leave on the basis set forth herein shall be considered to eliminate all sick leave days. Payment shall be based on the employee's normal daily rate of pay at the time of retirement. Pay made under this Section shall be paid only once to any employee. Payment shall be paid in

one lump sum within the calendar year in which retirement occurs. Employee shall designate on application within which month payment is desired. In no case will severance pay be made while employee is still receiving regular pay checks.

- E. Benefits payable hereunder because of the death of the employee shall be paid to the beneficiary of record under the Board's Group Life Insurance plan.
- F. Employees attaining the age of fifty-five (55) or older and retiring from the District will roll-over any payment made under this Article into a designated 403(b) accumulated leave plan. Any changes in the Section 403(b) regulations or any court or administrative agency interpretations of the regulations that are contrary to the provisions of this Agreement will make the provisions of the paragraph null and void. In the event that this provision becomes null and void, the parties shall meet to negotiate appropriate changes in line with the changes or the court or administrative agency interpretations.

## ARTICLE XXVII

### HOLIDAYS

- A. The following days shall be paid holidays for all regular employees normally scheduled to work eleven (11) or twelve (12) months in a school year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day 1/	Thanksgiving Day
Memorial Day	Christmas Day
- B. The following days shall be paid holidays for regular employees normally scheduled to work less than eleven (11) months in a school year:

New Year's Day	Memorial Day
Martin Luther King Day	Labor Day
Presidents' Day 1/	Thanksgiving Day
	Christmas Day
- C. In order to be eligible for holiday pay an employee must be in a pay status on the work day immediately preceding the holiday and the work day immediately following the holiday.
- D. Employees required to work on the day of a holiday, shall receive one and one-half (1 1/2) times his/her hourly rate of pay for all hours worked on the holiday. Such payment for the hours worked shall be in addition to holiday pay.
- E. Pay for holidays shall be based on an employee's regularly scheduled daily hours of work.

1/ Presidents' Day is an optional paid holiday as declared from time-to-time by the Board of Education.

ARTICLE XXVIII

VACATION

- A. Paid Vacation shall be granted to full-time, regular employees covered hereunder who are normally scheduled to work for eleven (11) months or more in a school year. Vacation days may be taken only after the days have been earned.

After one (1) year of service                      10 days

After five (5) years of service                      one (1) additional vacation day for  
each year of service up to a  
maximum of twenty (20) days.

- B. Credit for a month's service shall require the employee to be in a paid status for one-half (1/2) or more of the working days in a month.
- C. An employee in his/her initial year of employment may take a prorated vacation of the vacation credit that will be earned at the end of their first year of service. Such amount shall be deducted from the first year's earned credit.
- D. Vacation credits are earned on a July 1 through June 30th basis.
- E. Vacation eligible employees who are employed in an eleven (11) month or more capacity but who cannot be in a pay status for eleven (11) months or more in their initial year of vacation eligible service, shall earn three-fourths (3/4ths) of a vacation day's credit for each completed month of service.
- F. Unused vacation days may not be carried over from school year to school year.
- G. Vacation credit will be granted to employees for the time spent in less than eleven (11) month service with the District.
- H. Unless otherwise waived by the appropriate Supervisor, employees are required to submit their requests for vacation approval to their Supervisor at least forty-eight (48) hours prior to the time the planned vacation is to start. Employees are encouraged to take their vacations at times that will least disrupt operations.
- I. Where two (2) or more employees submit their vacation requests to their Supervisor on the same day for vacations that are for the same or similar time period, the Supervisor will give preference to the employee with the greatest amount of District seniority.
- J. Upon separation from employment, an employee shall receive compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation up to a maximum of twenty (20) days. In case of

death, such accrued and unused vacation leave shall be paid to the deceased employee's beneficiary of record on file on the District's Group Life Insurance enrollment forms, if any. Otherwise, payments will be made to the employee's estate.

## ARTICLE XXIX

### OVERTIME, CALL-IN AND CALAMITY DAYS

- A. An overtime premium of one and one-half times an employee's regular rate of pay will be paid to employees who work in excess of forty (40) hours in a work week.
- B. All overtime worked must have the prior approval of the Transportation Supervisor. Any employee working in excess of forty (40) hours in a work week without prior approval is subject to discipline.
- C. For purposes of overtime the pay week shall run from Monday through Sunday.
- D. Overtime shall be voluntary unless deemed necessary by the Superintendent or his/her designee.
- E. In the event the Superintendent or his/her designee closes schools because of a public calamity, employees shall not be required to work unless otherwise directed by the Transportation Supervisor. In case of a closing, employees may be assigned to perform work within or outside their regularly assigned duties.
- F. During such school closings, employees will receive their normal pay but may be required to "make up" the days and fulfill the work requirements set forth in their employment contracts. An employee who is required to work his/her normal scheduled hours of work on a school closing day and later also works his/her normal scheduled hours of work on a "make-up" day, will be paid his/her normal rate of pay for working the "make-up" day.
- G. Employees called in to work by the Transportation Supervisor at a time other than his/her scheduled work time shall be paid a minimum of two (2) hours. This provision shall not apply when an employee is acting as a substitute for another employee on a regularly scheduled route.

## ARTICLE XXX

### LONGEVITY

- A. A longevity bonus shall be paid for employee's length of service with the District as a regular full-time or regular part-time employee. Time worked in a substitute capacity shall not be counted toward eligibility for the longevity bonus unless the

work with pay in such capacity exceeds one hundred twenty (120) days in a work year.

- B. Eligibility for longevity bonus occurs on the anniversary date following the employee's attainment of the requisite years of service and regardless of what pay level step an employee is on in his/her classification.
- C. The longevity bonus shall be as follows:
  - 1. 15 years of continuous service with the District - \$ .50 per hour
  - 2. 20 years of continuous service with the District - \$1.00 per hour
  - 3. 25 years of continuous service with the District - \$1.50 per hour

ARTICLE XXXI

INSURANCE

A. Life Insurance

Employees covered hereunder shall receive group life insurance coverage as set forth below. The cost of the insurance coverage shall be paid by the Board.

Employees normally scheduled to work 30 hours or more per week	\$50,000.00
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Employees normally scheduled to work between 20 hours and 30 hours per week	\$25,000.00
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B. Dental Insurance

Employees covered hereunder shall be eligible to participate in the District's group dental insurance program on the following basis.

Employees normally scheduled to work 30 hours or more per week	85% Board Contribution
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Employees normally scheduled to work between 20 hours per week but less than 30 hours per week	66.67% Board Contribution
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C. Health Insurance

- 1. Employees covered hereunder shall be eligible to participate in the District's group health insurance program, for either single or family coverage, on the

following basis.

Employees normally scheduled to work 30 hours or more per week

85% Board Contribution

Employees normally scheduled to work between 20 hours per week but less than 30 hours per week

66.67% Board Contribution

2. When both spouses work for the Board and are eligible employees hereunder, they shall be enrolled for family coverage or for two (2) single plans. The Board contribution shall be 100% of the applicable premium(s).
3. Coverage hereunder shall be provided under a managed-care program.

D. Vision Insurance

Employees covered hereunder shall have the opportunity to participate in the Board's plan of Vision Insurance on the following basis:

Employees normally scheduled to work 30 hours or more per week

80% Board Contribution

Employees normally scheduled to work between 20 hours per week but less than 30 hours per week

50% Board Contribution

- E. Coverage shall be available to eligible employees who enroll in the plan(s) and who authorize the necessary contributions to be deducted from payroll checks.
- F. The coverage hereunder shall be subject to the terms and conditions of the District's master contract with the insurance carrier.
- G. Before any changes are made in the coverage and/or the insurance carriers providing the coverage set forth in this Article, the Board shall provide not less than a thirty (30) day notice to the Union of the Board's intent to make the change(s). After such notification, the Union may invoke negotiations for the purpose of bargaining the impact of the change(s).

H. Section 125 Plan

The Board shall, at no cost to the Board, implement a plan under Section 125 of the Internal Revenue Code for the purpose of sheltering eligible insurance premiums, medical expenses and dependent care expenses.

ARTICLE XXXII

STATE AND FEDERAL REGULATIONS

This contract supersedes and prevails over all statutes and regulations of the State of Ohio except where a provision of this contract is contrary to a State statute and/or regulation. In the absence of a contract provision that is contrary to a State statute and/or regulation, this contract shall be subject to any and all such statutes and regulations. Furthermore, this contract shall be subject to applicable Federal statutes and regulations.

ARTICLE XXXIII

IMPLEMENTATION

- A. This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement. Neither the Board nor the Union shall be obligated to negotiate on any item for the life of this Agreement except as may be provided herein or by law.
- B. In the event a provision of this Agreement is found contrary to federal, state or local law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.

If, during the term of this Agreement, there is an amendment to or new enactment of any federal, state or local law, or valid rule or regulation adopted pursuant thereto, which invalidates any provision of this Agreement, upon request of either party, the parties will meet within thirty (30) days to negotiate a substitute provision.

ARTICLE XXXIV

NO STRIKE/LOCKOUT

- A. During the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Union.
- B. The Union agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work during the term of this

Agreement and the Union will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.

#### ARTICLE XXXV

##### DURATION

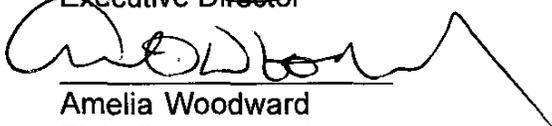
- A. This agreement shall remain in full force and effect from June 15, 2011 through June 14, 2014, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other during the month of April prior to the aforesaid expiration date. The party requesting a modification or termination of this Agreement shall serve the statutory notice to the State Employment Relations Board as well as the other party.
  
- B. In the event the parties fail to reach a successor agreement within 60 days following the service of the statutory Notice to Negotiate to the State Employment Relations Board, negotiations shall be deemed to be at an impasse. Thereafter, either party may request the services of the Federal Mediation and Conciliation service to assist the parties in reaching an agreement. The use of the Federal Mediation and Conciliation Service shall be the sole impasse remedy available to the parties and the procedure set forth herein shall supersede the impasse procedure set forth in R.C. 4117.14. The use of the within procedure shall not prevent the Union from engaging in a lawful strike so long as the Union follows the applicable provisions of R.C. 4117.

IN WITNESS WHEREOF, the parties hereto set their hands this 23rd day of

September, 2011

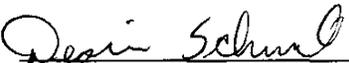
PROFESSIONALS GUILD OF OHIO

  
Chauncey M. Mason  
Executive Director

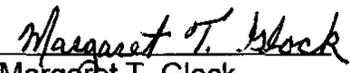
  
Amelia Woodward  
Field Representative

  
Cathy Larson  
President

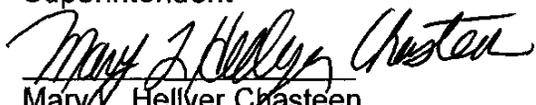
  
David Davis  
Vice President

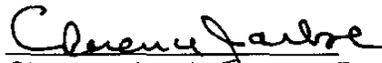
  
Desiree Schirack  
Stewart and Treasurer

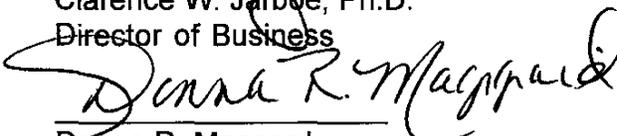
NORTHRIDGE LOCAL SCHOOL  
DISTRICT

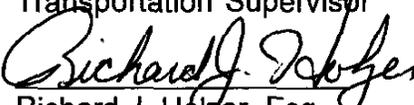
  
Margaret T. Glock  
President

  
David A. Jackson  
Superintendent

  
Mary L. Hellyer Chasteen  
Treasurer

  
Clarence W. Jarboe, Ph.D.  
Director of Business

  
Donna R. Maggard  
Transportation Supervisor

  
Richard J. Holzer, Esq.  
Board Attorney

ADDENDUM A

WAGES

BUS DRIVER - 20 HOUR WEEK - 190 DAYS - 6 HOLIDAYS = 760 HOURS

<u>STEPS</u>	<u>8/1/11</u>	<u>8/1/12</u>	<u>8/1/13</u>
1	16.39	16.64	16.96
2	16.97	17.22	17.56
3	17.54	17.80	18.15
4	18.13	18.40	18.76
5	18.69	18.97	19.34
6	19.26	19.55	19.93
7	19.82	20.12	20.51
8	20.68	20.99	21.40
15	21.18	21.49	21.90
20	21.68	21.99	22.40
25	22.18	22.49	22.90

BUS AIDE - 190 DAYS - 6 HOLIDAYS = 380 HOURS

<u>STEPS</u>	<u>8/1/11</u>	<u>8/1/12</u>	<u>8/1/13</u>
1	13.41	13.61	13.88
2	13.82	14.03	14.30
3	14.24	14.45	14.73
4	14.66	14.88	15.17
5	15.07	15.30	15.60
6	15.51	15.74	16.05
7	15.94	16.18	16.50
8	16.36	16.61	16.93
15	16.86	17.11	17.43
20	17.36	17.61	17.93
25	17.86	18.11	18.43

MESSENGER - 20 HOUR WEEK - 200 DAYS - 6 HOLIDAYS = 800 HOURS

<u>STEPS</u>	<u>8/1/11</u>	<u>8/1/12</u>	<u>8/1/13</u>
1	12.88	13.07	13.32
2	13.46	13.66	13.93
3	14.04	14.25	14.53
4	14.60	14.82	15.11
5	15.15	15.38	15.68
6	15.72	15.96	16.27
7	16.29	16.53	16.85
8	16.88	17.13	17.46
15	17.38	17.63	17.96
20	17.88	18.13	18.46
25	18.38	18.63	18.96

MECHANIC - 40 HOUR WEEK - 12 MONTH - 7 HOLIDAYS = 2080 HOURS

<u>STEPS</u>	<u>8/1/11</u>	<u>8/1/12</u>	<u>8/1/13</u>
1	17.89	18.16	18.51
2	18.68	18.96	19.33
3	19.41	19.70	20.08
4	20.17	20.47	20.87
5	20.96	21.27	21.68
6	21.39	21.71	22.13
7	22.00	22.33	22.77
8	22.58	22.92	23.37
15	23.08	23.42	23.87
20	23.58	23.92	24.37
25	24.08	24.42	24.87

FIELD TRIP RATE                      13.56                      13.76                      14.03

Effective August 1, 2012, there will be no annual movement from a lower step to the next higher step. Effective August 1, 2013, eligible employees will receive advancement to the next higher step and continue thereafter through the successive steps. The intent of this paragraph is to treat the 2012-13 school year as omitting the year for consideration as a year for step eligibility.

ADDENDUM B

SICK LEAVE DONATION FORM

Name of Applicant \_\_\_\_\_ Building \_\_\_\_\_

\*Reason for Application: \_\_\_\_\_ Personal illness \_\_\_\_\_ Immediate Family

\*\*Number of Days Requested: \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

\*Physician Statement Required (Please Attach)

\*\*Maximum Days 15 Per Year/30 Days Accumulative

=====

SICK LEAVE DONOR

\*Name(s) of Donor: \_\_\_\_\_ Number of Days \_\_\_\_\_

Signature

\_\_\_\_\_ Number of Days \_\_\_\_\_

Signature

\_\_\_\_\_ Number of Days \_\_\_\_\_

Signature

I/We Donate Unused Sick Leave Day(s) to \_\_\_\_\_

\*Maximum 5 Days Per Year for Each Donor

ADDENDUM C

PROFESSIONALS GUILD OF OHIO  
GRIEVANCE FORM

Date: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Work Area: \_\_\_\_\_

Classification: \_\_\_\_\_

Article & Sections Violated: \_\_\_\_\_

\_\_\_\_\_

Did this grievance arise from a continuing condition?       Yes       No

If "No" , on what date(s) and time(s) did the incident(s) in the grievance occur?

\_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

\_\_\_\_\_

Brief Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_

PGO Representative who will represent me in this matter:

\_\_\_\_\_

Signed: \_\_\_\_\_  
(Employee)

Signed: \_\_\_\_\_  
(PGO Representative)



**Richard J. Holzer**

**Attorney at Law**

2251 Charleston Way, Dayton, Ohio 45431-2693

(937) 320-1047 • (937) 320-9047 fax • RHolzer40@SBCGlobal.Net

STATE EMPLOYMENT  
RELATIONS BOARD

2011 NOV -2 P 3: 44

October 31, 2011

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

(614) 644-8573  
(614) 466-3074 fax

Re: Professionals Guild of Ohio and Northridge Local Schools  
Case 10-MED-05-0745

Dear State Employment Relations Board:

Enclosed please find a copy of the fully executed collective bargaining agreement achieved through negotiations by the Professionals Guild of Ohio and Northridge Local Schools.

Request is made that the agreement be filed with SERB according to statute.

Sincerely,

  
Richard J. Holzer

C: Chauncey M. Mason (Originally Signed Agreement Enclosed)  
Executive Director  
Professionals Guild of Ohio  
P.O. Box 7139  
Columbus, OH 43205

Dr. Clarence W. Jarboe (w/o encl.)