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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

NEWCOMERSTOWN CLASSIFIED PERSONNEL ASSOCIATION



EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013

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ARTICLE 1 – NEGOTIATION PROCEDURE

1.01 Recognition

The Newcomerstown Exempted Village School District Board of Education (hereafter "Board") recognizes the Newcomerstown Classified Personnel Association (hereafter "Association") as the sole and exclusive representative for a bargaining unit composed of all full-time and part-time regularly employed non-teaching personnel excluding substitutes, central office personnel, supervisors, treasurer, treasurer's assistant(s), and all other employees.

1.02 Scope of Negotiations

Those matters which shall be negotiable are wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this bargaining agreement.

Requests for meetings from the Association will be made to the Superintendent or his representative. Requests from the Superintendent or Board or their representative will be made to the Association President.

Negotiations will commence no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement.

1.03 Progress Reports

Periodic progress reports may be issued during negotiations to the public, provided that any such release shall have the prior approval of both parties.

1.04 Agreement

If consensus is reached on those matters being negotiated the understanding of the parties shall be reduced to writing and submitted to the Association within twenty (20) days. If ratified by the Association, the Agreement shall be submitted to the Board no later than the next regularly scheduled Board meeting. Upon ratification by both parties, the Agreement shall be signed.

1.05 Dispute Resolution

If an impasse is reached during negotiations, the matter will be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service. The mediator will assist in negotiations until a new agreement is reached.

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(c)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14(d)(2) should the dispute resolution procedure listed above be unsuccessful.

1.06 Costs

Costs and expenses which may be incurred in securing and utilizing the services of the Chairman of the Advisory Board shall be shared equally by the Board and the Association.

ARTICLE 2 – GRIEVANCE PROCEDURE

- 2.01 A claim by a bargaining unit member and the Association, (hereinafter called the grievant), that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- 2.02 In the event that a member believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- 2.03 If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the following formal grievance steps on the form set forth in Appendix A and available from the Association representative in each building. A formal grievance must be filed within twenty-one (21) calendar days of the incident or when the grievant should have become aware of the incident. Failure to file within the period shall constitute a waiver of the right to process the grievance.

STEP I

The grievant may submit to his principal a completed "Grievance Report Form", Step I, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of this Agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted to the Association President and by the Principal to the Superintendent. Within seven (7) days of receipt of the Grievance Report Form, the building principal shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant.

STEP II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limit, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within seven (7) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate to writing his disposition by completing his portion of Step II and forwarding it to the grievant. The principal shall be notified of such disposition.

STEP III

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, then the grievant shall complete Grievance Report Form, Step III, and submit the grievance to the Board by

filing a copy with the Treasurer of the Board. Notification of such an appeal shall be given to the building principal and to the Superintendent. The Board, at its next regularly scheduled meeting, shall meet with the grievant and/or the Association Representative, and the Superintendent or his designee, to review such grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association and the building principal.

STEP IV

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which rules, shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- 2.04 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 2.05 If a member has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. In the administration of the grievance procedure, the interests of the members shall be the sole responsibility of the Association.
- 2.06 If, in the judgment of the Association, a grievance effects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.
- 2.07 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement to insure that the settlement is not inconsistent with the terms of this Agreement.
- 2.08 If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II following written notification to the building principal.
- 2.09 The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file, or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation

for any other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance procedure.

2.10 Copy of the Grievance Report Form is attached as Appendix A.

ARTICLE 3 – EMPLOYMENT CONTRACT

3.01 Upon the recommendation of the Superintendent, the Board will either approve or reject a recommended candidate. If approved, a contract will be forwarded immediately to the candidate by the Treasurer. This contract shall be valid for a period of ten days and a statement to this effect shall accompany each contract.

Contracts for bargaining unit employees are of two (2) types: limited and continuing. All members new to the District shall be offered a limited contract of one (1) year duration. Succeeding contracts will be:

Probationary contract – One (1) year

Limited Contracts – Two (2) Years

Thereafter - Continuing

Members must be in compliance with Board Policies regarding employee professionalism and dress.

3.02 Discipline of Employees

Discipline shall be corrective in nature whenever possible. When any employee is required to appear before an administrator or supervisor concerning any matter which may be disciplinary in nature or which could adversely affect his/her terms and conditions of employment, the employee shall:

1. Be given at least twenty-four (24) hours prior notice of any reasons for such a meeting or interview and
2. Be entitled to have an Association representative represent him/her during such meeting.

The levels of progressive discipline are:

- A. Verbal reprimand.
- B. Written reprimand.
- C. Suspension of three (3) days or less. This suspension may be with or without pay at the recommendation of the Superintendent.
- D. Suspension of more than three (3) days. This suspension may be with or without pay at the recommendation of the Superintendent.
- E. Termination

- 3.03 Immediate corrective action, including suspension or termination, may only be taken in cases of extremely serious and/or overt actions.
- 3.04 Any objections to the basis or severity of the corrective action shall be pursued through the grievance procedure appearing in Article 2 of this Agreement.

ARTICLE 4 – REDUCTION IN FORCE

- 4.01 A reduction in the number of bargaining unit positions may be necessary because of decrease in student enrollment, lack of work or financial conditions.
- 4.02 Reduction in force does not include: voluntary retirement(s), resignation(s), or leave(s) of absence: employees who were employed to fill a temporary vacancy; or other means, such as non-renewal of contract, whereby positions are vacated. Instead, Reduction in Force occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will include the levels and areas that might possibly be affected.
- 4.03 Ten (10) calendar days before the Board acts on a reduction in force, the Association President will be notified in writing by the school Administration.
- 4.04 The Board will suspend the contract of any employee affected by the reduction in force.
- 4.05 Provisions:
 - A. Individuals shall be released from the job classifications announced by the Superintendent according to seniority in that job classification.
 - B. Classification seniority is defined as an employee's length of last continuous service in the specific job while a bargaining unit employee. The following are the job classifications:
 - 1. Custodians
 - 2. Custodian/Maintenance
 - 3. Bus Driver
 - 4. Bus Mechanic
 - 5. Cafeteria workers
 - 6. Instructional Assistants
 - 7. Secretaries

In instances of identical initial service dates, date of employment, years of previous experience in another school system, and finally, initial interview date as used for the purpose of hiring shall be considered, respectively.

- C. A seniority list by job classification provided by the Board shall be submitted to the Association for their review by January 15th.
- D. The order of reduction according to job classification seniority shall be as follows:
1. Temporary Employees.
 2. Members having limited contracts.
 3. Members having continuing contracts.
- E. Members with job experience in the District in their previous job classification at the level of job classification seniority in the previous job classification if their position in their current job classification is reduced.
- Members with no previous District job experience in another job classification shall not be entitled to bumping rights into another job classification in the District.
- F. Members unemployed as a result of staff reduction shall be recalled in inverse order of being released.
- G. Members affected by reduction in force will remain on the recall list for a period of thirty-nine (39) months unless:
1. The member requests that the name be removed.
 2. The member declines a position offered.
 3. The member is re-employed by the Board.
- H. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each member to notify the Superintendent's Office of any change of address.
- I. Within seventy-two (72) hours of receipt of written offer to return to employment, the member shall notify the Superintendent's Office indicating his or her availability to accept the position. Within eight (8) days of receipt of a written offer to return to employment, the member shall accept the position. If either of these time limits is not met, it shall be determined that the member has declined the position.
- In the event that a member is notified of a position after the start of the school year and such member has begun employment with another Ohio public school district and is thus unavailable to return, that member's name will be returned to the recall list (subject to the thirty-nine [39] month limitations appearing in Paragraph G above).
- J. Members returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits.

- K. Members affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by meeting monthly payments in advance to the Treasurer. This provision shall exist as long as the member is on the recall list. Members shall not be required to pay more than one hundred two percent (102%) of the insurance premiums.
- L. The thirty-nine (39) months on the recall list will be calculated from the month the member is no longer performing services in the District.
- M. Any member on the recall list must be considered and interviewed if interested in a position outside his/her classification prior to the hiring of any new employee. Members offered employment outside their classification have the right to refuse such offers without losing their recall status.

ARTICLE 5 – SEPARATION

- 5.01 No employee after ten (10) years of service shall be terminated without just cause.

ARTICLE 6 – PERSONNEL FILES

- 6.01 All personnel records kept in the District shall be maintained in accordance with law.

The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents at the cost of production. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

The employee shall also have the right to submit a written answer to any material contained in his/her file which shall be reviewed by the Superintendent (or designee) and attached to the file copy.

Prior to any information being placed in an employee's personnel file it shall be shown to the employee. The employee shall initial and date the item(s) to verify the employee has seen the item(s).

ARTICLE 7 – ASSIGNMENT AND TRANSFERS

- 7.01 Assignment and Transfers

The assignments of staff members and their transfer to positions in the various schools and departments of the District shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority:

- A. Contribution which the staff member could make to the students in the new position.
- B. Length of service in the District.
- C. Qualifications compared to those of outside candidates both for the position to be vacated and for position to be filled.

D. Desire of staff member regarding assignment or transfer.

All members are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendations of the building principal.

Members will not be transferred without having a conference with the Superintendent relative to such transfer.

The Superintendent reserves the right to make reassignment, if, in his opinion, it is for the best interest of the District.

ARTICLE 8 – VACANCIES

8.01 Vacancies

- A. A vacant position is any position open as a result of a transfer, increase/decrease of work hours, resignation, leave of absence, creation of a new position or any other situation(s) that cause a position to be unassigned.
- B. The Superintendent shall announce all openings as vacancies occur. Vacancy notice(s) shall include the job requirements.
- C. Vacancies shall be posted on faculty bulletin boards in each building and the Pump House within five (5) working days after each regular or special Board meeting during the regular school year. No offer of a job or contract shall be made either before the posting or during the posting period of five (5) working days. During the summer months, once the Superintendent receives a resignation, notice shall be included in the next pay check envelope and remain posted for five (5) working days after such notice. The Board then can accept a resignation and employ at the same meeting during the summer if this procedure is followed.
- D. A substitute after thirty (30) days of consecutive employment at the same position will go on regular salary schedule.
- E. Vacancies shall be filled within forty-five (45) days of the Board shall re-post the vacant position. In no case shall the posted vacancy remain vacant for more than ninety (90) days, unless financial conditions prohibit the position from being filled.
- F. Posting notices shall include the work hours for the position. If the posted working hours are changed more than one hour at a later date, the position must be re-posted to allow interested bargaining unit members to bid on the job.
- G. Consideration shall be given bargaining unit members for movement within the same job classification(s).

ARTICLE 9 – LEAVES

9.01 Sick Leave

Sick leave is provided for all full-time employees at the rate of one and one-fourth (1¼) days for each completed month of service, cumulative to two hundred twenty (220) days.

Employees may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious diseases, which could be communicated to other employees or to pupils, and to illness or death in the immediate family or birth or death of a grandchild.

- A. Immediate family means: husband, wife, children, or any other members of the same home; mother and father; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law; grandchildren.
- B. Sick Leave Request form attached as Appendix C
- C. Sick leave may be used for funeral leave for immediate family listed above and aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

9.02 Sick Leave for Recovery from Childbirth

Members of the bargaining unit may use sick leave during the recovery from childbirth for the period of time the attending physician deems the member unable to perform her regular duties. If there is evidence that the employee is unable to perform her duties and responsibilities, the Superintendent may require an impartial physician's statement concerning the employee's physical condition.

9.03 Extended Leave of Absence

In accordance with Ohio Revised Code Section 3319.13 and 3319.131, the following provisions shall apply.

- A. Upon written request of a member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes.

Bargaining unit members shall not be granted unpaid leave for the purpose of any other employment.

- B. Upon written request of a member, the Board may grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
- C. Upon subsequent request, such leave may be renewed by the Board.
- D. The member taking the leave of absence will be returned to the same position held prior to leave if he/she returns within one (1) year and has four (4) or more years of experience and has seniority in that position. A member taking two (2)

years leave of absence will return to a position for which he/she is qualified. Bargaining Unit Members on leave shall notify the Board by June 1st prior to the school year in which they are planning to return to work.

- E. Any member on an unpaid leave of absence is eligible to continue insurance benefits by making premium payments monthly in advance to the Treasurer's Office or directly to the insurance company. Payments shall not exceed one hundred two percent (102%) of the premium the Board makes for the same coverage.

9.04 Association Leave

The Association shall be granted five (5) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the member using Association leave.

9.05 Child Care Leave of Absence

- A. Child care leave shall be granted without pay.
- B. The member of the bargaining unit may request a leave for the remainder of the quarter, semester or year upon request. The first leave request shall be granted. The member may request a second child care leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.
- C. The member taking the leave of absence will be returned to the same position held prior to the taking of the leave if he/she returns within one (1) year and has four (4) or more years of experience and has seniority in that position. A member taking two (2) years leave of absence will return to a position for which he/she is qualified.
- D. An employee returning from child care leave shall not be entitled to advance on the salary schedule during period of absence.
- E. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

9.06 Court Leave

If a member must serve on jury duty, the employee shall receive the pay from the District at the rate of the difference between jury duty pay and their regular pay.

9.07 Adoptive Leave

- A. A member of the bargaining unit adopting a child, upon request, shall be granted a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave request may be for the remainder of the quarter, semester, or year. The first adoptive leave request shall be granted. The member may request a second childcare leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.
- B. The member taking a leave of absence will be returned to the same position held prior to the taking of the leave if he/she returns within one (1) year and has four (4) or more years of experience and has seniority in that position. A member taking two (2) years leave of absence will return to a position for which he/she is qualified.
- C. Any member on an unpaid leave of absence is eligible to continue his/her insurance benefits by making premium payments monthly in advance to the Treasurer's Office or directly to the insurance company. Payments shall not exceed one hundred two percent (102%) of the premium the Board makes for the same coverage.

9.08 Personal Leave

- A. All bargaining unit members shall be granted a maximum of three (3) days of personal leave per school year.

Such leave is not cumulative and, except as otherwise provided in 13.083 below, shall be granted for the following reasons only:

1. Sale or purchase of real property
2. Graduation of son, daughter, husband, wife, father, mother, step-son, step-daughter, step-father or step-mother.
3. Marriage of bargaining unit member, son, daughter, father, mother, step-son, step-daughter, step-father or step-mother (wedding day only)
4. Settlement of an estate
5. Adoption of a child
6. For appearance in court providing any pay by court be deducted from regular salary or the stipend check given to Treasurer.
7. For the funeral of a close friend and/or relative not covered under the sick leave policies of the Board.
8. For any act of nature or an accident that disrupts utility service, plumbing, heating or so damages the house or property that a condition is created

that is hazardous to the welfare of the bargaining unit member and/or his family and must be corrected without undue delay.

9. Graduation of self from an accredited college or university with a bachelors or advanced degree in education.
 10. For registration for college courses not to exceed one (1) hour plus normal driving time to the college or university at which the course is to be taken, if after school or Saturday registration is not provided.
 11. As recipient of any award for contributions to education, community, or church.
 12. For mechanical failure of automobile.
 13. For an appointment with the State Teachers' Retirement Board if bargaining unit member is eligible and plans to retire.
 14. College orientation and other post-high school associated activities for children of bargaining unit members.
 15. Education professional meetings
 16. Moving
 17. Road conditions making it impossible to report to work.
 18. Observance of religious holidays where total abstinence from work is required.
 19. Personal business that cannot be handled at some other time. (Ref. 9.08 D)
- B. Requests for Personal Leave shall be filed with the employee's building administrator and forwarded to the Superintendent for his action. The application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods or by the end of the second week of May each school year. These days shall not accumulate from one (1) year to another. The reasons for the request shall be checked on the application form.
- C. Two (2) of the three (3) days referred to in A. above shall be an Unrestricted Personal Use Day (No more than six [6] people in the District can be absent on any given day on Unrestricted Personal Leave).
- D. Restricted personal leave may not be used for sick leave purposes, travel with spouse for business, fraternal meetings, shopping, political action/lobbying, visiting social engagements, recreation, vacation, or for business other than personal business that cannot be conducted after duty hours.

9.09 Professional Meeting Leave

Members of the bargaining unit may attend professional meetings with prior approval of the Superintendent. Application for professional leave should be made at least one (1) week in advance of the meeting date. A fund of at least one thousand dollars (\$1,000.00) will be available for reimbursement of expenses incurred by members for attending approved professional meetings.

9.10 Family and Medical Leave Act

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to employees covered by the Act. Any alleged violation of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the act as provided by law.

B. Eligibility

An employee must have one (1) year's service with the District to be eligible for benefits and also meet all other requirements of the act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
4. Leave taken for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty (30) days notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while they are on leave under this Article.
3. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physical as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If an employee takes a leave under this article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the member to remain on leave for the remainder of the term, under the same conditions as are required by this article, even if all twelve (12) weeks required by law have been used.

- G. The above provisions shall not be construed in any way that is inconsistent with the terms of the Act.

ARTICLE 10 – JOB DESCRIPTIONS

Under Separate Cover

ARTICLE 11 – CONTRACTS

11.01 Individual Contracts

All bargaining unit members employed to perform regular duties by the Board shall receive written contracts in keeping with the Ohio Revised Code. The contract shall include:

- A. Name of Member
- B. Name of the School District
- C. Type of Contract – Limited/Continuing; Duration.

- D. Annual regular salary to be paid and the basis used to determine the amount.

Such information shall apply only for the initial year on a multi-year or continuing contract. Therefore, this information will be included on the annual salary notification during the term of the contract.

- E. Signature of the Board President, Treasurer and Employee.

ARTICLE 12 – INSURANCE

12.01 General Provisions

The Board shall provide bargaining unit members with AultCare or Direct Care America health insurance plan or another health insurance plan that is equivalent or better than AultCare or Direct Care America

Any bargaining unit member hired on or after July 1, 2011 must be regularly scheduled to work at least thirty-two (32) hours per work week in order to be eligible for insurance benefits under this Article. If the employee is regularly scheduled to work at least twenty (20) but fewer than thirty-two (32) hours per work week, the employee may elect to purchase insurance under this Article solely at the employee's expense, provided the insurer's policy permits such a purchase. Bargaining unit members hired prior to July 1, 2011 will continue to be eligible for insurance benefits under this Article consistent with past practice.

Section 125

The Board agrees to implement a Flexible Benefit Plan under Section 125 of the federal Internal Revenue Code, to become effective as of January 1, 2007. Consistent with all applicable statutes and regulations, an employee who participates in health insurance benefits under this Article may also voluntarily select and participate in those benefit options under the Plan (such as payment with pre-tax dollars of non-covered medical care expenses and/or dependent care expenses) that best meet the employee's needs. The administrative fee applicable to the employee who elects to participate in the plan will be paid by the employee through payroll deduction.

12.02 Coverage

- A. The Board shall provide bargaining unit members with AultCare or Interplan Health Group (IHG) health insurance coverage. Please refer to the Healthcare Benefit Booklet Plan Design for all deductibles, in-network and non-network costs.
- B. All employees hired after July 1, 2000 shall be subject to the following spousal exception:

All eligible dependent spouses must enroll in the group health plan sponsored by their employer. However, eligible dependent spouses are not required to cover any eligible dependent children under the plan of the eligible dependent spouse.

Except for the above condition, this provision is subject to the coordination of benefits and the birthday rule law found in ORC 3902.13.

Should the status of an employee change that may require a change in the employee's health care coverage or eligible dependent coverage, the employee will notify the Board with such a change within forty-five (45) days.

Falsification of enrollment information or failure to notify the Newcomerstown Exempted Village School District of changes in the eligible enrollments of a spouse into spousal employer group insurance coverage will result in the loss of insurance benefits to the employee.

12.03 Enrollment

12.031 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Board.

12.032 New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day of employment. An employee may change coverage status from single to family or vice versa at any time. An employee not enrolled may enroll at any time for immediate coverage. Forms for changes in enrollment status shall be made available by the Board. Claim forms for each plan shall be available in each building.

12.04 Insurance Contracts

12.041 The Board shall provide annually to every member a copy of each insurance contract and any mutually-agreed upon changes to the insurance contract(s).

12.05 Insurance Plans – Effective September 1, 2006

MEDICAL BENEFITS	IN-NETWORK	OUT OF NETWORK
Annual Deductible: Single Family	\$200 \$400	\$450A \$900A
Out of Pocket Maximum: Single Family <i>(Amounts include deductibles)</i>	\$700 \$1,400	\$1,950A \$3,900A
Dr. Office Visits/Illness	\$10 co-pay	70%* UCR
Emergency Care	100%B	100% UCR
Preventive Care: Routine Physical Routine Pap Test Routine Mammography (\$85/yr.) Well Baby Care <i>(includes immunizations to 12 mos.)</i> Immunizations	100%B 100%B 100%B 100%B 90%	70% UCR 70% UCR 70% UCR 70% UCR 75%*UCR
Maternity Care	90%	75%* UCR
Care In-Hospital: Non-Emergency Care Emergency Rm/Facility	90% 70%	75%* UCR 50%* UCR
Pre-Admission Testing As an Out-Patient <i>(Lab, X-Ray, Diagnostic & Therapy Svcs)</i>	90% 90%	75% UCR 75%* UCR
Second Surgical Opinion	100%	100% UCR
Mental Health/Substance Abuse: Inpatient Care Outpatient Care	90% 90%	75%* UCR 75%* UCR
Other Services <i>(Home Health, Hospice Care, Skilled Nursing):</i> Chiropractic, Durable Medical Equipment	90%D 90%D	75%* UCR 75%* UCR
Ambulance	80% <i>(After AultCare Deductible)</i>	80% <i>(After AultCare Deductible)</i>
Allergy Extracts	80% <i>(After AultCare Deductible)</i>	80% <i>(After AultCare Deductible)</i>
Lifetime Maximum	\$2,000,000	\$1,000,000

**Deductible charges are applied first before the plan begins to pay at the percentage level indicated.*

- A. Deductible and Out-of-Pocket amounts met In-Network do not apply to Deductible and Out-of-Pocket amounts met for Out-of-Network services.
- B. Deductibles are waived for emergency Care & Preventive Care Services where a one hundred percent (100%) benefit is displayed.
- C. Mental Health/Substance Abuse coverage for Inpatient Care/Outpatient Treatment Programs limited to thirty (30) days per calendar year. Coverage for Outpatient Psychotherapy limited to thirty (30) visits per calendar year.
- D. Home Health Care requires plan approval for up to sixty (60) visits per calendar year. Hospice care requires plan approval for up to six (6) months of care. Skilled nursing requires plan approval for coverage up to fifty (50) days of illness. Chiropractic care limited to thirty (30) visits per calendar year.

12.051 Hospital, Surgical and Major Medical

The Hospital, Surgical and Major Medical Plan shall meet the following specifications:

- Hospital 365-Day group certificate
- Benefits: Subrogation and coordination of benefits
Single maternity benefits
Benefits in non-member hospital
Outpatient mental or emotional disorders
Inpatient and outpatient alcoholism and substance abuse rider
Diagnostic service and emergency care
Dependent children rider to age twenty-five (25) if full-time student; otherwise to age twenty-three (23)
- Physician Usual, customary and reasonable
- Benefits: 365-day coverage indemnity benefits
Dependent children rider to age twenty-five (25) if full-time student; otherwise to age twenty-three (23)
Subrogation and coordination of benefits rider
Outpatient psychiatric, alcoholism, and substance abuse services
Emergency services for acute medical conditions
Obstetrical services
Diagnostic services
UCR outpatient and inpatient surgery
- Major Medical: One hundred dollars (\$100.00) Individual, two hundred dollars (\$200.00) Family deductible (effective 1/1/91)
Dependent child rider to age twenty-five (25) if full-time student; otherwise to age twenty-three (23)
Ninety percent (90%) coverage of first two thousand five hundred dollars (\$2,500.00) expenses
One hundred percent (100%) coverage of over two thousand five hundred dollars (\$2,500.00) expenses
Maximum benefit – One million dollars (\$1,000,000.00)
Maximum bed and board charge – most common rate for semi-private room, plus ten dollars (\$10.00)
Mental illness limit to one thousand two hundred dollars (\$1,200.00) in a calendar year
Special care facility limit to ten thousand dollars (\$10,000.00) in a calendar year
Organ transplant rider

12.0511

Comprehensive 365-Day Coverage

Accommodations: Pays the full cost of any room with two or more beds in an accredited hospital. Most common two (2)-bed allowance given towards the cost of a private room.

Hospital Services: Pays the full cost of all regular hospital services. (Includes drugs, dressings, x-rays, operating room, intensive care, nursery charges, blood, etc.)

Length of Stay: Pays up to three hundred sixty-five (365) days per member per confinement. (Automatically renews when ninety (90) days separates discharge from and readmission to a hospital).

Maternity: Pays the same benefits as above for the contract holder or spouse.

Out-Patient: Pays the full cost of hospital charges for:

- a. Emergency care rendered within seventy-two (72) hours of an accident
- b. Follow-up care within thirty (30) days of accident such as cast change, suture removal, etc.
- c. Out-patient surgery
- d. Medical emergencies within twenty-four (24) hours of onset
- e. Out-Patient Diagnostic services performed at a hospital such as x-rays, EEG's, EKG's and diagnostic laboratory services.
- f. Pap tests, mammograms and prostate cancer tests shall be fully covered.

(Note: a. through f. above may all be performed in emergency clinics as well as hospital emergency rooms.)

Extended Care Facility: Provides coverage in an extended care facility if this admission has been approved prior to discharge from a hospital and is medically necessary.

Hospice Care: Provides coverage in a hospice setting if approved prior to discharge from a hospital.

Home Health Care: Provides coverage for home health care visits if the visits have been approved prior to discharge from a hospital and is medically necessary.

Dependents: Unmarried, dependent children are covered from birth to age twenty-five (25) if full-time student; otherwise to age twenty-three (23).

Coordination and Subrogation of Benefits

There will be reduction in coverage or employees over age sixty-five (65).

12.0512 UCR Physicians Coverage

The "UCR" physician coverage pays the doctor's usual, customary and reasonable charge for:

Surgery

Setting of fractures

Treatment of burns

Stitching of wounds

Administration of general anesthesia when administered for covered surgical services

Medical treatment for non-surgical bed-patient cases such as heart attacks, pneumonia, etc. for up to three hundred sixty-five (365) days per confinement

Radiotherapy treatment

Medical care rendered concurrently with surgical care by a physician other than the surgeon for a condition unrelated to the surgery

Assistant surgeon when medically necessary

Consultant for hospitalized bed-patients (one [1] per admission)

Doctor's professional charge for out-patient diagnostic services, performed in a doctor's office or laboratory such as x-rays, EEG's, EKG's and diagnostic laboratory services

Maternity

Coordination and Subrogation of Benefits

Chemotherapy

Rehabilitation services

All other services rendered that are deemed medically necessary

12.052 Dental

12.0521 The dental plan shall include the following specifications:

12.0522 Deductible Amounts

Twenty-five dollar (\$25.00) individual deductible amount per calendar benefit year.

Seventy-five dollar (\$75.00) family deductible amount per calendar benefit year.

12.0523 One hundred percent (100%) of the customary and reasonable fees charged by a dentist, not subject to deductible, for the following:

1. Routine oral exams (two [2] times a calendar year)
2. Teeth cleaning (two [2] times a calendar year)
3. Fluoride treatments (once [1] every twelve [12] months)
4. Emergency pain treatments
5. Space maintainers
6. Diagnostic X-Rays
7. Tests and lab exams

12.0524 Eighty percent (80%) of the reasonable and customary fees charged by a dentist, subject to the deductible amounts, for the following:

1. Fillings (Amalgams, Silicate, Acrylic)
2. Root Canal Therapy
3. Treatment of Gum Disease
4. Repair of Bridgework and Dentures
5. Extractions and Oral Surgery
6. General Anesthesia (only if medically necessary)

12.0525 Fifty percent (50%) of the reasonable and customary fee charged by a dentist, subject to the deductible amounts, for the following:

1. Inlays, Onlays, Gold Fillings, or Crown Restorations
2. Initial Installation of Fixed Bridgework
3. Installation of Partial or Full, Removable Dentures
4. Replacement of Existing Bridgework of Dentures

12.0526 Fifty percent (50%) of the reasonable and customary fee charged by a dentist, not subject to deductible, for the following:

1. Full Banded Orthodontic Treatment
2. Appliances for Tooth Guidance
3. Appliances to Control Harmful Habits
4. Retention Appliances (not in connection with full banded treatment)
5. Lifetime maximum per person, five hundred dollars (\$500.00)

12.0527 The calendar year maximum per person shall be limited to seven hundred fifty dollars (\$750.00).

12.053 Life Insurance

12.0531 The Board will pay one hundred percent (100%) of the premiums for term life insurance and accidental death and dismemberment insurance for each member in the amount of thirty thousand dollars (\$30,000.00). Each member may opt to purchase an equal additional amount of term life insurance according to the insurance carrier's rates and subject to any limitation imposed by the carrier as to percentage of participation. Conversion rights shall be available.

12.054 The Board will provide, at no cost to the employee, vision insurance with benefits.

12.055 Mail-In Prescription Coverage

The district shall provide mail-in prescription coverage to employees and their families with a ten dollar (\$10.00) co-pay for generic brand prescription drugs and a twenty dollar (\$20.00) co-pay for brand name prescription drugs. When there is no generic brand prescription drug available, a co-pay of fifteen dollars (\$15.00) will be paid for the brand name prescription drug. When the prescription is written "to be dispensed as written" the co-pay shall be fifteen dollars (\$15.00).

12.056 The Newcomerstown School District has opted out of the HIPPA.

12.06 Insurance Committee

A committee comprised of the Superintendent, an evaluator selected by the Superintendent, the Treasurer and an Association representative from each building selected by the Association President will be formed to investigate new types of insurance and to communicate with the members about insurance issues.

The above insurance has been modified to reflect an additional ten percent (10%) for out of network cost.

ARTICLE 13 – SEVERANCE PAY

13.01 Severance Pay upon Retirement

Employees with ten (10) years service with the District may, at the time of retirement from the District, elect to receive partial payment for their unused accumulated sick leave.

The request for payment must be submitted to the Board along with the declaration and request for retirement. Only those employees whose effective date of retirement is no later than ninety (90) calendar days after the last paid day of service shall be eligible.

The maximum payment shall be for one-quarter ($\frac{1}{4}$) of total accumulated sick leave to a maximum of fifty-five (55) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment shall eliminate all sick leave credit to the employee at the time.

Such payment shall be made only once to any employee no later than sixty (60) days after the effective date of retirement or January 2nd of the following year, whichever is designated in writing to the Board Treasurer.

13.02 Severance Pay upon Resignation

Employees with ten (10) years service with the District and who have reached age fifty-five (55) and resign from employment are eligible to receive severance pay. Written request for severance pay must be made to the Board. The maximum payment shall be for one-quarter ($\frac{1}{4}$) of the total accumulated sick leave to a maximum of fifty-five (55) days. Such payment shall be based on the employee's rate of pay at the time of resignation. Payment shall eliminate all sick leave accumulation. The employee shall state in the request whether the severance pay is to be made within sixty (60) days after the effective date of the resignation, or January 2nd of the following year.

13.03 Retirement Incentive

An employee who satisfies the requirements of this Section will be entitled to receive a retirement incentive payment in an amount equal to Step 16 on the employee's salary schedule minus Step 0 divided by 2 (Step 16 - Step 0 = X ÷ 2 = Sum payable to employee). This payment will be made at the same time that the employee receives

severance pay under this Article. To qualify, the employee must satisfy either A. or B. below:

- A. An employee who is eligible to service retire under SERS on or before July 1, 2011 must give written notice to the District Treasurer of his/her intent to resign for retirement purposes by not later than August 5, 2011 and must then actually retire effective not later than August 31, 2011.
- B. An employee who first becomes eligible to service retire under SERS after July 1, 2011 must give written notice to the District Treasurer of his/her intent to resign for retirement purposes by not later than April 15, 2012 and must then actually retire effective not later than August 31, 2012.
- C. The retirement incentive addressed in this Section will not be available to any employee during the 2012-2013 or any subsequent school year, it being the parties' intention that such incentive operate only in accordance with the timelines of A. and B. above.

ARTICLE 14 – SALARY

14.01 Salary Schedule Determination

A. General Provisions

Salaries shall be in accordance with the negotiated salary schedules. It is further understood, however, that, as to the 2012-2013 school year, each employee's years of experience (vertical step) placement will be frozen such that no employee will move to a different step at the beginning of and for the duration of the 2012-2013 school year. (As to the 2011-2012 school year, vertical years of experience placement will be implemented as in the past.)

B. Salary Notice

All classified personnel will be notified of their salaries on or before July 1st of each year.

- C. A bargaining unit member who performed substitute service for the Board in his/her job classification before being hired as a regular employee will receive a year of experience credit on the applicable salary schedule for each year (July 1st through June 30th) of prior substitute service in which the person actually worked at least sixty-five percent (65%) of the number of work days that constitute that classification's regular work year. Otherwise, prior substitute service will not be counted toward salary schedule experience credit.

NEWCOMERSTOWN E.V.S.D.					
SECRETARY SALARY SCHEDULE					
JULY 1, 2011 – JUNE 30, 2013					
Base Hourly Rate: \$11.24					
YEARS EXP.	INDEX	HOURLY RATE	1,407 HOURS	1,477 HOURS	1,512 HOURS
0	1.000	\$11.24	\$15,815	\$16,601	\$16,995
1	1.040	11.69	16,448	17,266	17,675
2	1.080	12.14	17,081	17,931	18,356
3	1.120	12.59	17,714	18,595	19,036
4	1.160	13.04	18,347	19,260	19,716
5	1.200	13.49	18,980	19,925	20,397
6	1.240	13.94	19,614	20,589	21,077
8	1.280	14.39	20,247	21,254	21,758
10	1.320	14.84	20,880	21,919	22,438
12	1.340	15.06	21,189	22,244	22,771
15	1.360	15.29	21,513	22,583	23,118
16	1.400	15.74	22,146	23,248	23,799

NEWCOMERSTOWN E.V.S.D.							
INSTRUCTIONAL ASST. SALARY SCHEDULE							
JULY 1, 2011 – JUNE 30, 2013							
Base Hourly Rate: \$9.55							
YEARS EXP.	INDEX	HOURLY RATE	1,209 HOURS	1,215.5 HOURS	1,302 HOURS	1,358 HOURS	1,372 HOURS
0	1.000	\$9.55	\$11,546	\$11,608	\$12,434	\$12,969	\$13,103
1	1.035	9.88	11,945	12,009	12,864	13,417	13,555
2	1.070	10.22	12,356	12,422	13,306	13,879	14,022
3	1.105	10.55	12,755	12,824	13,736	14,327	14,475
4	1.140	10.89	13,166	13,237	14,179	14,789	14,941
5	1.175	11.22	13,565	13,638	14,608	15,237	15,394
6	1.210	11.56	13,976	14,051	15,051	15,698	15,860
8	1.245	11.89	14,375	14,452	15,481	16,147	16,313
10	1.280	12.22	14,774	14,853	15,910	16,595	16,766
12	1.292	12.34	14,919	14,999	16,067	16,758	16,930
15	1.315	12.56	15,185	15,267	16,353	17,056	17,232
16	1.350	12.89	15,584	15,668	16,783	17,505	17,685

NEWCOMERSTOWN E.V.S.D.					
CAFETERIA WORKER SALARY SCHEDULE					
JULY 1, 2011 – JUNE 30, 2013					
Base Hourly Rate: \$10.49					
YEARS EXP.	INDEX	HOURLY RATE	1,028.5 HOURS	1,122 HOURS	1,128 HOURS
0	1.000	\$10.49	\$10,789	\$11,770	\$11,833
1	1.049	11.00	11,314	12,342	12,408
2	1.098	11.52	11,848	12,925	12,995
3	1.147	12.03	12,373	13,498	13,570
4	1.196	12.55	12,908	14,081	14,156
5	1.245	13.06	13,432	14,653	14,732
6	1.294	13.57	13,957	15,226	15,307
8	1.343	14.09	14,492	15,809	15,894
10	1.392	14.60	15,016	16,381	16,469
12	1.417	14.86	15,284	16,673	16,762
15	1.441	15.12	15,551	16,965	17,055
16	1.490	15.63	16,075	17,537	17,631

NEWCOMERSTOWN E.V.S.D.			
CUSTODIAN SALARY SCHEDULE			
JULY 1, 2011 – JUNE 30, 2013			
Base Hourly Rate: \$10.88			
YEARS EXP.	INDEX	HOURLY RATE	2,080 HOURS
0	1.000	\$10.88	\$22,630
1	1.035	11.26	23,421
2	1.070	11.64	24,211
3	1.105	12.02	25,002
4	1.140	12.40	25,792
5	1.175	12.78	26,582
6	1.210	13.16	27,373
8	1.245	13.55	28,184
10	1.280	13.93	28,974
12	1.298	14.12	29,370
15	1.315	14.31	29,765
16	1.350	14.69	30,555

NEWCOMERSTOWN E.V.S.D.			
CUSTODIAN-MAINT. SALARY SCHEDULE			
JULY 1, 2011 – JUNE 30, 2013			
Base Hourly Rate: \$11.98			
YEARS EXP.	INDEX	HOURLY RATE	2,080 HOURS
0	1.000	\$11.98	\$24,918
1	1.035	12.40	25,792
2	1.070	12.82	26,666
3	1.105	13.24	27,539
4	1.140	13.66	28,413
5	1.175	14.08	29,286
6	1.210	14.50	30,160
8	1.245	14.92	31,034
10	1.280	15.33	31,886
12	1.298	15.55	32,344
15	1.315	15.75	32,760
16	1.350	16.17	33,634

NEWCOMERSTOWN E.V.S.D.			
DISTRICT MAINTENANCE SALARY SCHEDULE			
JULY 1, 2011 – JUNE 30, 2013			
Base Hourly Rate: \$12.80			
YEARS EXP.	INDEX	HOURLY RATE	2,080 HOURS
0	1.000	\$12.80	\$26,624
1	1.035	13.25	27,560
2	1.070	13.70	28,496
3	1.105	14.14	29,411
4	1.140	14.59	30,347
5	1.175	15.04	31,283
6	1.210	15.49	32,219
8	1.245	15.94	33,155
10	1.280	16.38	34,070
12	1.298	16.61	34,549
15	1.315	16.83	35,006
16	1.350	17.28	35,942

NEWCOMERSTOWN E.V.S.D.			
GROUNDSKEEPER SALARY SCHEDULE			
JULY 1, 2011 – JUNE 30, 2013			
Base Hourly Rate: \$11.43			
YEARS EXP.	INDEX	HOURLY RATE	TOTAL SALARY
0	1.000	\$11.43	\$17,831
1	1.035	11.83	18,455
2	1.070	12.23	19,079
3	1.105	12.63	19,703
4	1.140	13.03	20,327
5	1.175	13.43	20,951
6	1.210	13.83	21,575
8	1.245	14.23	22,199
10	1.280	14.63	22,823
12	1.298	14.84	23,150
15	1.315	15.03	23,447
16	1.350	15.43	24,071

NEWCOMERSTOWN E.V.S.D.				
BUS MECHANIC SALARY SCHEDULE				
JULY 1, 2011 – JUNE 30, 2013				
Base Hourly Rate: \$15.37				
YEARS EXP.	INDEX	HOURLY RATE	1,560 HOURS	2,080 HOURS
0	1.000	\$15.37	\$23,977	\$31,970
1	1.035	15.91	24,820	33,093
2	1.070	16.45	25,662	34,216
3	1.105	16.98	26,489	35,318
4	1.140	17.52	27,331	36,442
5	1.175	18.06	28,174	37,565
6	1.210	18.60	29,016	38,688
8	1.245	19.14	29,858	39,811
10	1.280	19.67	30,685	40,914
12	1.298	19.95	31,122	41,496
15	1.315	20.21	31,528	42,037
16	1.350	20.75	32,370	43,160

NEWCOMERSTOWN E.V.S.D.				
BUS DRIVER SALARY SCHEDULE				
JULY 1, 2011 – JUNE 30, 2013				
Base Hourly Rate: \$10.38				
YEARS EXP.	INDEX	HOURLY RATE	748 HOURS	CONTRACT TRIPS
0	1.000	10.38	\$ 7,764	\$ 60.26
1	1.107	11.49	8,595	60.26
2	1.144	11.87	8,879	60.26
3	1.181	12.26	9,170	60.26
4	1.218	12.64	9,455	60.26
5	1.255	13.03	9,746	60.26
6	1.293	13.42	10,038	60.26
8	1.329	13.80	10,322	60.26
10	1.366	14.18	10,607	60.26
12	1.385	14.38	10,756	60.26
15	1.403	14.56	10,891	60.23
16	1.421	14.75	11,033	60.26

Additional Miles:

One hundred eleven dollars and ninety-eight cents (\$111.98) per year for each mile between forty (40) – seventy (70) miles.

One hundred sixty-four dollars and thirty-four cents (\$164.34) per year for each mile above seventy (70) miles.

Breakdown pay to be paid to bus driver after one (1) hour. This is for mechanical breakdown only. The one (1) hour is after notification to the Superintendent or Bus Mechanic. This does not include accidents and loss time due to getting stuck in a ditch. The rate is to be seven dollars and thirty-two cents (\$7.32) per (1) hour for 2011-2012 and 2012-2013 school years.

Any trips other than contracted trips will be paid for at the rate agreed upon by the driver and organization requesting the trip.

If the driver is up for his/her CDL renewal, the Board will reimburse the successful driver for the cost of any necessary courses, the cost of the required criminal background check, and the cost of the CDL renewal. This provision does not apply to the renewal of a personal driver's license.

The payment for Board-Paid Trips for the 2011-2012 and 2012-2013 school years will be sixty dollars and twenty-six cents (\$60.26) per trip. A payment of six dollars and thirty-three cents (\$6.33) per hour for school years 2011-2012 and 2012-2013 in addition to the trip payment shall be made for all time on the trip over five (5) hours.

ARTICLE 15 – ASSOCIATION PRIVILEGES

15.01 Association Privileges

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings are to be cleared and set by the building principal at least two (2) weeks in advance shall be arranged to not interrupt the normal instructional programs or use by other community groups. The meetings must be in keeping with Board policy governing the use of the buildings.
- B. Use of school equipment such as duplicating machines, typewriters, calculators, and audio-visual machines. Board purchased consumable materials used by the Association, e.g., paper shall be paid by the Association at Board cost. The Association will assume liability for damage and loss of school equipment.
- C. Use of faculty bulletin boards, only with the permission of the building principal.
- D. Use of internal school mail delivery.
- E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, providing the matter is arranged with the principal in advance of the meeting.
- F. The Association President shall receive at the same time it is sent to the Board members a copy of the Board agenda and all its attachments. Should additional items be added to the agenda at the Board meeting, a copy will be given to the Association President or designee at the Board meeting.

The Association shall receive any additional financial information necessary upon request to the Board Treasurer.

- G. The Superintendent will submit three (3) or more calendar proposals to the Association. The Association by majority vote will select one (1) of the proposals. The Association selection will be submitted to the Superintendent for consideration by the Board.

ARTICLE 16 – SALARY CHECKS AND DEDUCTIONS

16.01 Payment of Salary

The annual salary of each employee shall be paid in twenty-six (26) installments. These payments will generally fall every other Friday. However, the sum total of payments made to the employee shall not exceed the proportional part of his salary that the period of service he has rendered bears to the whole annual salary.

It is mutually recognized that, by operation of the calendar, every several years a three-week hiatus between pays will occur in order to avoid a twenty-seventh (27th) pay in that particular year.

16.02 Direct Deposit

Employees shall have their salary check deposited by electronic means to their financial institution. All employees shall be paid utilizing direct deposit. Employees shall have until September 1, 2008 to enroll for direct deposit.

16.03 Deductions

A. The Board shall provide at no cost to the employee payroll deductions for:

1. Organization Dues
2. United Way
3. Educator's Political Action Committee
4. Additional Term Life Insurance
5. Credit Union
6. Tax Sheltered Annuities
7. U. S. Savings Bonds
8. Flex-spending plan

B. Organization dues deductions shall be solely for NCPA, ECOEA, OEA, NEA, and their departments and divisions. The Treasurer will be supplied with a list of those persons desiring payroll deduction for dues no later than September 15th of each year. Deductions will commence with the first pay of October and continue with the remaining pay periods. Deductions shall continue in effect from year to year unless revoked in writing and delivered to the Association Treasurer and Board Treasurer at least thirty (30) days prior to the commencement of the school year.

C. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted to the Treasurer on or about September 15th of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Deductions

- a. Payroll deduction shall begin at the second payroll period in January except that no fee deductions shall be made for bargaining unit members employed after December 31st until the second paycheck which period shall be the required probationary period of newly employed bargaining unit members.
- b. The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C) 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 Association 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.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

D. Board Pick-Up of SERS Contributions

The Board agrees to pick-up utilizing the salary reduction method contributions to the State Employee Retirement System paid upon behalf of employees in the bargaining unit under the following terms.

1. The amount to be "picked-up" shall be the total SERS employee contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" for the purpose of State and Federal tax only.
2. The pick-up shall apply uniformly to all members of the bargaining unit.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. The parties agree that should the rules and regulations of the IRA, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for all paid leaves - sick leave, personal leave, severance and supplemental including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a members contract).

16.04 In the event of the death of an employee, the employee's final pay check amount will be calculated to show any and all days owed to the employee or to the District and any and all vacation days used or unused.

ARTICLE 17 – HOLIDAYS AND VACATIONS

17.01 Paid holidays for Custodians, Custodians/Maintenance, Groundskeeper, and Bus Mechanic shall include: Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, and Memorial Day and one day floating holiday taken at the employee's discretion. The superintendent must approve this day and only one employee shall be granted their floating holiday for any single day.

- A. Holidays which fall within an employee's scheduled work year will result in a day of pay.
- B. Any holiday that falls on a non-regularly scheduled workday, but during the employee's work year, will be compensated as if had been worked.
- C. Any employee who is required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay in addition to the regular holiday pay.
- D. If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be considered the holiday.
- E. Paid holidays for Cafeteria Workers, Secretaries, Teacher Aides, Bus Drivers, and Study Hall Monitor shall include: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, and one day floating holiday taken at the employee's discretion.

The superintendent must approve this day and only one employee shall be granted their floating holiday for any single day.

17.02 Vacations

This Section applies to twelve (12)-month bargaining unit custodians, custodian-maintenance employees and bus mechanics. Vacations for such employees are governed by the following terms:

- A. The employee will first be eligible for vacation on his/her anniversary date of employment by the Board. For this purpose, the anniversary date occurs twelve (12) months after the employee's first day actually worked. The employee's vacation year, during which the vacation the employee is eligible for under Paragraph B below is to be used, is the twelve (12)-month period immediately following the anniversary date. (Example: If the employee's first day worked is April 1st, his/her anniversary date is April 1st of the following year and the vacation year runs from that April 1st through the next March 31st.)
- B. The employee will be eligible for vacation based on his/her years of continuous service in the District as follows:
 - 1. One (1) through six (6) years experience - Two (2) weeks vacation.
 - 2. Seven (7) through twelve (12) years experience - Three (3) weeks vacation.
 - 3. Thirteen (13) or more years experience - Four (4) weeks vacation.
- C. Vacation time is non-accumulative and cannot be carried over from one vacation year to the next. However, this provision is subject to a one (1)-time exception for the 2011-2012 school year for the purpose of achieving the transition from the vacation provisions of Section 17.02 of the parties' 2008-2011 predecessor Agreement to the provisions that now appear in this Section.
- D. The Superintendent will have final approval of vacation schedules. Vacations are to be scheduled to least interfere with the operations of the schools. Vacation days may be approved by the Superintendent for two (2) employees per building per classification for non-school days at Thanksgiving, Winter and Spring Breaks.
- E. Vacation time will be paid at the employee's regular rate at the time vacation is taken.

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT
702 S. RIVER STREET
NEWCOMERSTOWN, OHIO 43832**

EMPLOYEE REQUEST FOR VACATION LEAVE

NAME: _____

BUILDING: _____

I hereby request _____ day(s) of vacation leave

beginning on _____ and ending on

_____.

Employee Signature Date

Building Principal/Supervisor Signature Date

Superintendent Signature Date

If disapproved, state reason(s):

ARTICLE 18 – MILEAGE REIMBURSEMENT

- 18.01 The Board shall reimburse members of the bargaining unit for mileage incurred outside the District as a requirement of their job, or when acting as an agent for the Board. Reimbursement shall be at the rate established by the IRS.

ARTICLE 19 – OVERTIME

- 19.01 All work over and above the standard work day and/or work week shall be compensated at the rate of one and one-half times (1½) the normal rate of pay, paid leave, holidays, vacation days and calamity days shall count toward meeting the above work day/work week requirement.

The employee will declare whether he/she prefers overtime pay or time off prior to working the requested overtime. If time off is chosen, the employee will notify the supervisor of his/her decision prior to working the overtime and submit a written request form stating that time off is requested and the date of the time off to be used. All time off must be used within one month of being earned.

- 19.02 Any member who is required to work overtime shall be paid at the rate of one and one-half (1½) times the hourly rate for each hour worked on a Saturday, Sunday or holiday.
- 19.03 Overtime shall be offered to employees on a rotating basis based on employees' seniority in the building where the overtime will occur. Custodian and Custodian/Maintenance shall be considered as a single job classification for the purpose of overtime.
- 19.04 Should that employee refuse the overtime, it shall be offered to the next bargaining unit member in the same job classification within the building.
- 19.05 Should no building employee desire the overtime, then it shall be offered to other employees within the same job classification with the most senior individual being asked first.
- 19.06 Bus driver positions normally will consist of not less than four (4) hours per day. This provision, however, shall not be construed to require a change in hours in any driver position in effect during the 2007-08 school year. Should the need arise for a driver position of less than four (4) hours per day in the future, the Superintendent will furnish the Association President with at least seven (7) calendar days advance written notice of such need and the reason(s) for it, after which the parties, if requested, will meet and confer on the issue for the purpose of ensuring a full understanding of the need and exploring the possibility of a mutually agreeable alternative.

A District "service contract" will be required from drivers for any hours worked beyond forty (40) hours per week.

The winter rate will be paid at the blended overtime rate for bus driving and custodial duties.

ARTICLE 20 – SUBCONTRACTING

- 20.01 There will be no subcontracting of the following trips until all full-time bus drivers with benefits have been given the opportunity to drive:
- A. Away Varsity Football Games
 - B. 5 Band Away Football Game Trips
 - C. Away Varsity Boys Basketball Games
 - D. Away Varsity Girls Basketball Games
- 20.02 All regular drivers interested in driving to Varsity Football, Varsity Basketball and Band Trips shall sign up at the Bus Driver's meeting before school starts.
- A. Drivers are listed in order of seniority.
 - B. Trips are assigned by the seniority list.
- 20.03 Temporary use of non-bargaining unit personnel

No Supervisor or Administration personnel shall perform the duties of a regular employee except for the purpose of instructing employees or in extraordinary situations or assisting an employee with completing a task or duty which he or she is qualified to perform.

ARTICLE 21 – TUITION WAIVER

- 21.01 A bargaining unit member who lives outside the District may enroll his/her child(ren) in the District tuition-free.

ARTICLE 22 – EVALUATION

- 22.01 All members of the bargaining unit shall be evaluated annually by the appropriate supervisor.
- 22.02 Evaluation(s) shall be based on the total work performance throughout the work year by the member.
- 22.03 Only items included on the appropriate job description(s) can be used as the criteria for evaluation of work performance.
- 22.04 An employee, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the employee to correct such deficiencies. The supervisor involved in the particular area of the employee's work shall attempt to assist the employee in correcting those deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement.

- 22.05 A copy of the formal written evaluation report shall be given to the employee and a conference shall be held between the employee and the evaluator prior to finalizing it for transmission to the employee's personnel file.
- 22.06 The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The written evaluation report shall be completed within seven (7) days of the post-evaluation conference.

If the employee deems the formal written evaluation report to be incomplete, inaccurate, or unjust, the employee may put objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

Evaluations are to be completed no later than January 31st. If deficiencies are noted in the evaluation completed by December 31st, an additional evaluation may take place. This evaluation must be completed no later than April 1st.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT

CUSTODIAL, MAINTENANCE PERSONNEL, BUS MECHANIC EVALUATION GUIDE

NAME _____

POSITION _____

SCHOOL _____

<u>Evaluation Items:</u>	Low	Middle	High
1. Quality of Work	_____	_____	_____
2. Quantity of Work	_____	_____	_____
3. Dependability	_____	_____	_____
4. Initiative and Ingenuity	_____	_____	_____
5. Safety-Mindedness	_____	_____	_____
6. Job Knowledge	_____	_____	_____
7. Judgment	_____	_____	_____
8. Adaptability	_____	_____	_____
9. Leadership	_____	_____	_____
10. Appropriately Groomed	_____	_____	_____
11. Cooperation with Others	_____	_____	_____
12. TOTAL JOB PERFORMANCE	_____	_____	_____

Comments: _____

I have reviewed this report. Reappointment: Yes _____
No _____

My signature does not necessarily mean I agree with all the markings.

Employee's Signature

Principal's Signature

Date _____

Superintendent's Signature

THIS REPORT IS TO BE KEPT CONFIDENTIAL

CUSTODIAL PERSONNEL, BUS MECHANIC EVALUATION GUIDE

Definition of Terms:

1. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
2. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirement of the job and is capable of extended performance.
3. Dependability - Assurance that assignments will be carried out. Ready and available to perform duties and accept responsibility. Sense of responsibility for being present on the job.
4. Initiative and Ingenuity - Shows interest in planning and sees work that needs to be done and does it.
5. Safety-Mindedness - Observes safety rules of organization. Is very cautious about injuries on the job. Promotes safety by offering suggestions for eliminating accidents.
6. Job Knowledge - Has thorough understanding of the work involved and how to do it.
7. Judgment - Shows maturity and common sense in making decisions.
8. Adaptability - Willingly and readily adapts to new or difficult situations.
9. Leadership - Willing to take charge of a situation and supervises workers assigned to them.
10. Appropriately Groomed - Appropriate appearance for job requirements.
11. Cooperation with Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interest for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT

CAFETERIA PERSONNEL EVALUATION GUIDE

NAME _____

POSITION _____

SCHOOL _____

<u>Evaluation Items:</u>	Low	Middle	High
1. Cooperation with Others	_____	_____	_____
2. Appropriately Groomed	_____	_____	_____
3. Work Attitude	_____	_____	_____
4. Safety-Mindedness	_____	_____	_____
5. Initiative and Judgment	_____	_____	_____
6. Adaptability	_____	_____	_____
7. Job Knowledge	_____	_____	_____
8. Dependability	_____	_____	_____
9. Quality of Work	_____	_____	_____
10. Quantity of Work	_____	_____	_____
11. TOTAL JOB KNOWLEDGE	_____	_____	_____

Comments: _____

I have reviewed this report. Reappointment: Yes _____
No _____

My signature does not necessarily mean I agree with all the markings.

Cafeteria Personnel's Signature

Evaluator's Signature

Date _____

THIS REPORT TO BE KEPT CONFIDENTIAL

CAFETERIA PERSONNEL EVALUATION GUIDE

Definition of Terms:

1. Cooperation with Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interests for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Work Attitude - Presents a wholesome attitude. Has a good attitude toward co-workers. Attitude is compatible with immediate supervisor. Has a good attitude toward assignments which have been designated.
4. Safety-Mindedness - Observes safety rules of organization. Is very cautious about injuries on the job. Promotes safety by offering suggestions for eliminating accidents.
5. Initiative and Judgment - Ability to analyze and evaluate problems or situations and make wise decisions without detailed instructions. Willing to suggest improvements where needed.
6. Adaptability - Willingly and readily adapts to new or difficult situations.
7. Job Knowledge - Is knowledgeable in health regulations in regard to the preparation of food and knows how to adjust recipes to match quantity of food needed.
8. Dependability - Attendance is good and performance is reliable.
9. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
10. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirements of the job and is capable of extended performance.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT

SECRETARIAL EVALUATION GUIDE

NAME _____

POSITION _____

SCHOOL _____

<u>Evaluation Items:</u>	Low	Middle	High
1. Job Knowledge	_____	_____	_____
2. Appropriately Groomed	_____	_____	_____
3. Quality of Work	_____	_____	_____
4. Quantity of Work	_____	_____	_____
5. Cooperation with Others	_____	_____	_____
6. Judgment	_____	_____	_____
7. Work Attitude	_____	_____	_____
8. Public Contact	_____	_____	_____
9. Dependability	_____	_____	_____
10. Adaptability	_____	_____	_____
11. Initiative & Ingenuity	_____	_____	_____
12. Respect for Confidential Info	_____	_____	_____
13. TOTAL JOB PERFORMANCE	_____	_____	_____

Comments: _____

I have reviewed this report. Reappointment: Yes _____

No _____

My signature does not necessarily mean I agree with all the markings.

Secretary's Signature

Evaluator's Signature

Date _____

THIS REPORT TO BE KEPT CONFIDENTIAL

SECRETARIAL EVALUATION GUIDE

Definition of terms:

1. Job Knowledge - Picks up new work readily. Quick to learn new methods and procedures. Follows instructions. Knows office routine. Possesses secretarial skills necessary for the job.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
4. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirements of the job and is capable of extended performance.
5. Cooperation With Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interests for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.
6. Judgment - Ability to analyze and evaluate problems or situations and make wise decisions without detailed instructions. Willing to suggest improvements where needed.
7. Work Attitude - Presents a wholesome attitude. Has a good attitude toward assignments designated and good attitude toward co-workers. Attitude is compatible with immediate supervisor. Conducts herself in an exemplary manner at all times.
8. Public Contact - Is consistently courteous and considerate. Willing to listen and follow through on problems.
9. Dependability - Assurance that assignments will be carried out. Ready and available to perform duties and accept responsibility. Sense of responsibility for being present on the job.
10. Adaptability - Willingly and readily adapts to new or difficult situations.
11. Initiative & Ingenuity - Resourceful in organizing and performing a job in a more efficient and effective way.
12. Respect for Confidential Info - Is trustworthy, dependable, and has ability to keep restricted confidential.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT

BUS DRIVER EVALUATION GUIDE

NAME _____

POSITION _____

SCHOOL _____

<u>Evaluation Terms:</u>	Low	Middle	High
1. Job Knowledge	_____	_____	_____
2. Appropriately Groomed	_____	_____	_____
3. Relationship with Students	_____	_____	_____
4. Cooperation	_____	_____	_____
5. Dependability	_____	_____	_____
6. Responsibility	_____	_____	_____
7. Quality of Work	_____	_____	_____
8. Judgment	_____	_____	_____
9. Adaptability	_____	_____	_____
10. Safety-Mindedness	_____	_____	_____
11. Emotional Maturity	_____	_____	_____
12. Care of Equipment	_____	_____	_____
13: Total Performance	_____	_____	_____

Comments: _____

I have reviewed this report. Reappointment: Yes _____
No _____

My signature does not necessarily mean I agree with all the markings.

Bus Driver's Signature

Evaluator's Signature

Date _____

THIS REPORT TO BE KEPT CONFIDENTIAL

BUS DRIVER EVALUATION GUIDE

Definition of Terms:

1. Job Knowledge - Has thorough understanding of the work involved.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Relation with Students - Takes an active interest in students as individuals, adapts to various age levels and is at ease in associating with them.
4. Cooperation With Staff - Has a whole attitude toward the personnel and works well with them - within the entire school.
5. Dependability - Attendance is good and performance is reliable.
6. Responsibility - Can be trusted to assume responsibility for a task and complete the task in an acceptable way.
7. Quality of Work - Performs work with a minimum of errors.
8. Judgment - Shows maturity and common sense in making decisions in a calm and unruffled manner.
9. Adaptability - Willingly and readily adapts to new or difficult situations.
10. Safety-Mindedness - An attitude of safety at all times, when driving the bus with the students always first in mind, also pedestrian and fellow motorists.
11. Emotional Maturity - How mature a person acts or operates under any or all emotional stress, or even under normal activity.
12. Care of Equipment - Cleanliness of bus - safety measures when operating bus at all times and operating in an economical manner so as to less maintenance.

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT

INSTRUCTIONAL ASSISTANTS EVALUATION GUIDE

NAME _____

POSITION _____

SCHOOL _____

<u>Evaluation Items:</u>	Low	Middle	High
1. Job Knowledge	_____	_____	_____
2. Appropriately Groomed	_____	_____	_____
3. Relationship With Students	_____	_____	_____
4. Cooperation With Staff	_____	_____	_____
5. Responsibility	_____	_____	_____
6. Respect for Confidential Info	_____	_____	_____
7. Group Supervision	_____	_____	_____
8. Adaptability	_____	_____	_____
9. Dependability	_____	_____	_____
10. Quality of Work	_____	_____	_____
11. Quantity of Work	_____	_____	_____
12. Initiative and Ingenuity	_____	_____	_____
13. Judgment	_____	_____	_____
14. TOTAL JOB PERFORMANCE	_____	_____	_____

Comments: _____

I have reviewed this report. Reappointment: Yes _____

No _____

My signature does not necessarily mean I agree with all the markings.

Bus Driver's Signature

Evaluator's Signature

Date _____

THIS REPORT TO BE KEPT CONFIDENTIAL

INSTRUCTIONAL ASSISTANTS EVALUATION GUIDE

Definition of Terms:

1. Job Knowledge - Has a thorough understanding of assignment.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Relationship with Students - Takes an active interest in students, adapts to various age levels and is at ease in associating with them.
4. Cooperation With Staff - Has a wholesome attitude toward the personnel and works well with them within the entire school.
5. Responsible - Can be trusted to assume responsibility for a task and complete the task in an acceptable way.
6. Respect for Confidential Information - Treats information about students or staff with complete confidence.
7. Group Supervision - Maintains control of students by acceptable means.
8. Adaptability - Willingly and readily adapts to new or difficult situations.
9. Dependability - Attendance is good and performance is reliable.
10. Quality of Work - Performs work with a minimum of errors.
11. Quantity of Work - Is fast enough to perform all types of assigned work within a reasonable amount of time, and ambitious enough to try new tasks, when necessary.
12. Initiative and Ingenuity - Shows interest in planning and is able to suggest creative ideas when working with groups.
13. Judgment - Shows maturity and common sense in making decisions.

ARTICLE 23 – WORK DAY

23.01 Employees whose regular work shift is four (4) hours or more shall be provided one (1) duty free break of at least fifteen (15) minutes during each three (3) consecutive hours worked. The building principal or immediate supervisor shall determine the time of the break(s). Members may make arrangements with the building principal or immediate supervisor to exchange the duty free break for an earlier end of the workday.

23.02 Full-time employees who work at least eight (8) continuous hours shall be provided a duty free lunch period without pay of not less than thirty (30) minutes per day. Members may make arrangements with the building principal or immediate supervisor to exchange duty free lunch for an earlier end of the workday.

23.03 Calamity Days

During the first five (5) calamity days of the school year, all bus mechanics, custodial and custodial/maintenance employees shall report to work at the time designated by the Superintendent or his designee to remove snow on district grounds. Once snow removal is complete at each building, those employees who wish to return home may with a full day's pay.

After the fifth (5th) calamity day in a school year all bus mechanics, custodial and custodial/ maintenance employees shall report and work a full eight (8) hour day except when an emergency condition is declared by the Superintendent. General cleaning and maintenance can be completed in the buildings by these employees.

In the event that a snow day is declared on Friday, third (3rd) shift employees will be given the following Sunday night off.

In the event that an emergency condition is declared by the Superintendent, which results in the closing of district schools. All full-time twelve (12)-month employees remaining at home are to receive a regular day's wage. All full time employees required to report for duty will receive a regular days pay plus an additional day's wage.

The district agrees to implement a telephone call system which is designed to notify employees in the event that they will or will not be required to report to work on snow days and/or days closed as a result of an emergency condition declared by the Superintendent. All employees are required to be placed on the telephone call list.

23.04 Emergency Call

In the event that it is necessary for an employee to report immediately to the workplace in response to an emergency situation at a time when he/she is not ordinarily scheduled, the employee shall receive a minimum compensation of at least two (2) hours pay.

ARTICLE 24 – CUSTODIAN/CUSTODIAN-MAINTENANCE

- 24.01 All newly hired employees will be placed on the custodian salary schedule.
- 24.02 Any employee on the custodian salary schedule will be eligible to move to the Custodian/Maintenance salary schedule if either of the testings listed below are completed.
- A. Any employee who has completed the maintenance skills course in application electricity, plumbing, building maintenance at any accredited school. The cost will be reimbursed after graduating.
 - B. The employee has passed the District's skills test (see Appendix E of this Agreement). The administration of this test will occur in the presence of the Superintendent (or designee) and of the employee in the custodial/maintenance classification designated by the Superintendent for this purpose.

The test for potential Custodial/Maintenance employees shall be attached as an appendix to this contract

- 24.03 No employee shall advance to the Custodian/Maintenance salary and/or classification unless an opening occurs for bidding or a Custodian/Maintenance position is currently being held by a qualified custodian. All current employee conditions will be grandfathered in the new agreement.
- 24.04 If any custodian is asked by the principal or Superintendent to perform tasks outside of his/her job description, but within the job description of custodian-maintenance, and he/she voluntarily agrees to do the job, the custodian will be paid for those jobs at the custodian-maintenance hourly rate. The custodian will submit a service contract to the Treasurer with the number of hours spent on the job. The salary adjustment will occur no later than the second regular pay date following submission of the service contract.
- 24.05 Custodians who move to the custodian-maintenance salary schedule shall be placed on the salary step which does not result in a reduction of his/her salary.

ARTICLE 25 – DRUG FREE WORKPLACE

- 25.01 A member may be required, at Board expense, to undergo an alcohol or drug test based on a reasonable suspicion that the member is under the influence of alcohol or an illicit drug while performing job tasks. This provision does not affect the Board's ongoing obligations under Federal Department of Transportation regulations as the testing of motor vehicle operators.
- 25.02 The Board may suspend, without pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense. Any employee found innocent of the stated charge shall be awarded all back pay and benefits due him/her.
- 25.03 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

25.04 The conviction, guilty, or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

25.05 Pre-Employment Drug Test

All persons being considered for a position in the Newcomerstown Exempted Village School District shall submit to a pre-employment drug/alcohol screening test prior to employment with the Board of Education. Any applicant found to test positive for a controlled substance as outlined in the DOT Regulations, shall not be employed.

Persons hired pending the outcome of drug testing shall be probationary employees until the District receives test results. Failure of an employee to successfully pass the drug testing shall result in immediate termination.

Drug Policy

In accordance with Federal law, the Newcomerstown Exempted Village School District Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by state statute, or substance that could be considered as a “look-alike” controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The district is concerned about any staff member who is a victim of alcohol or drug abuse, and will facilitate the process by which he-she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the Superintendent’s Office whenever such help is needed. All contact will be treated confidentially. Any staff member who is in need of help, and makes the request in writing, shall be permitted to use accumulated sick leave and enter a program as an “out” or “in” patient. The program shall be approved by the Board.

ARTICLE 26 – FIELD TRIPS

26.01 All extra trips involving school bus transportation of students and/or school personnel will be offered to regular school bus drivers by seniority on a rotating basis for all school bus drivers that sign up for extra trips. There will be two (2) extra trip lists. Drivers may sign up for whichever list they are eligible. The first list is a “Weekday List When School Is In Session” that does not interfere with the school bus driver’s other school duties”. The second list is a “Night, Weekend, and Non Duty Days List”. The payment for the trips from either of these above lists shall be sixty dollars and twenty-six cents (\$60.26) for the 2011-2012 and 2012-2013 school years. A payment

of twelve dollars (\$12.00) per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.

- 26.02 The Athletic Department will schedule all athletic trips with the exception of Varsity Football Games and Boys' and Girls' Varsity Basketball games. The payment for these other athletic trips is a thirty-seven dollars and fifty cent (\$37.50) minimum payment paid by the Athletic Department.
- 26.03 When all of the regular school bus drivers that are on one of the rotating lists do not accept a trip on that list, then that trip may be offered to a substitute school bus driver. There is no seniority as to the rotation of substitute school bus drivers for extra trips. When an East Elementary school field trip is placed onto the "Weekday List When School is in Session that does not Interfere with the School Bus Driver's Other School Duties" list, then for safety reasons, the East Elementary school Custodian may be asked to take the trip.
- 26.04 In the event of unavailable school bus drivers for a trip from either list, the Superintendent of Schools shall have the right to offer the trip to a school bus driver available in the most cost effective manner to the school district. The Superintendent of Schools will attempt to follow a seniority rotation in a cost effective manner. If a school bus driver is taken off of another school job to drive a school bus for the trip, then the school bus driver will receive his/her normal pay for the regular school job. No payment shall be made to the school bus driver for the trip unless the trip is longer than the regular scheduled workday for the school bus driver. In that case, the school bus driver shall receive the school bus hourly rate of pay for all hours worked over the regular hours.
- 26.05 No drivers on sick or personal leave of suspension will be included in the seniority rotation for trips. During the summer months, a school bus driver that is a custodian and has his/her name on either extra trip list may use a vacation day to take a trip, if the trip falls on a previously scheduled vacation day.
- 26.06 A reasonable attempt of three (3) phone calls over an eight (8) hours period from 8:00 a.m. until 4:00 p.m. will constitute a reasonable attempt to contact a driver on vacation. If during anytime that school is not in session for students, trips become available, then reasonable attempts will be made to contact school bus drivers on the appropriate trip list that are not working in any of the Newcomerstown Exempted Village School District buildings during that time.
- 26.07 Any transportation of a class during school hours to other school buildings or locations in or around Newcomerstown will be done with school bus drivers working in their assigned school buildings. No payment will be made for this driving, as this will be covered as other tasks as assigned.
- 26.08 If a driver cannot leave his/her duty station because of the importance of a job being performed, as determined by the administration, the district is free to contract another driver to transport students as outlined above.
- 26.09 If a trip request for a school bus and school bus driver is received late in the Superintendent of Schools office, and other trips have already been scheduled with

other school bus drivers, then the late trip shall be scheduled at the time it is received and no adjustments to previously scheduled trips will be made.

- 26.10 If a bus trip is cancelled and not rescheduled, a payment of ten dollars (\$10.00) is made to the school bus driver. If a trip is cancelled less than thirty (30) minutes before the scheduled departure time, then an additional ten dollars (\$10.00) is paid to the school bus driver. The school bus driver will turn in a service contract for payment of any cancelled trips.
- 2611 If a trip is cancelled and rescheduled, the school bus driver who was assigned to the trip has the option to keep that trip on the rescheduled date. If the assigned school bus driver turns down the rescheduled trip, then the trip is placed back into the appropriate trip list and is then scheduled again according to the rotating seniority list.
- 26.12 If a school bus driver cancels a trip more than twenty-four (24) hours before the scheduled departure time, then the trip goes back into the appropriate list and is then scheduled according to the rotating seniority list.
- 26.13 If a school bus driver cancels a trip less than twenty-four (24) hours before the scheduled departure time, the Superintendent of Schools has the right to assign the trip to an available driver.
- 26.14 A school bus driver shall receive a double payment for a Double Trip. For clarification purposes, a Double Trip shall be defined as one (1) school bus driver taking the same school group to two (2) locations for different functions and not returning to the school site between locations. The payment for a Double Trip will be two (2) times the regular trip rate and an hourly payment for any time over five (5) hours. An example of a Double Trip is a school bus driver taking the Marching Band to a Band Show in the p.m. and then leaving from the Band Show and proceeding directly to a Varsity Football Game.
- 26.15 The Superintendent of Schools will notify a school bus driver that has been scheduled for a trip on one (1) of the lists of the potential need to volunteer or not accept payment of the trip. This would be due to the lack of finances of a school club or group to pay the total cost of the trip. The school bus driver will then have the option to volunteer for that trip at the conclusion of the trip and not accept payment for the trip. Returning the trip ticket for the trip to the Superintendent of Schools office with the donation so noted will verify the school bus drivers volunteering for the trip.
- 26.16 If no General Fund money is used for the cost of the charter bus or a charter bus driver, then a charter bus may be used for the trip in the place of a Newcomerstown Exempted Village School District school bus and school bus driver.
- 26.17 School Bus Drivers are not required to be chaperones for any trips. School Bus Drivers are expected to regularly check the bus during trips, but are not expected to remain on the bus during the time students are visiting the site. A school bus driver shall be present at the destination site for the entire duration of a trip to a site unprotected from the elements (weather).

26.18 If a situation occurs that is not outlined above, the Superintendent of Schools shall have the right to assign the school bus driver and trip to best meet the needs of the school district and its students.

26.19 Proper Attire and Footwear

School bus drivers shall wear proper attire while driving or attending any school trips. Proper attire shall include the following:

Shoes or boots (no sandals or flip flops), clean shirt and pants (shirts will not have any inappropriate wording or advertisement), hats (no inappropriate wording or advertisement). Bus Drivers attending field trips or activities, weather permitting, shall be able to wear shorts of appropriate length and style.

ARTICLE 27 – INSERVICE

27.01 The District can require attendance for a maximum of seven (7) hours of in-service during the year. If a member of the bargaining unit is scheduled for vacation on a day an in-service meeting is held, he/she will not be required to attend the in-service. Employees attending any in service or staff meeting at times other than their regular work hours shall be paid at one and one half (1½) times their regular rate of pay for the length of the meeting when it results in more than forty (40) hours.

27.02 In service meetings will be either prior to the commencement of the school year, or at the end of the work day. If an inservice meeting is held at the end of the work day, the meeting will not exceed one (1) hour in length. Meetings held on non-scheduled work days will not exceed four (4) hours in length. Inservice meetings will be announced at least fifteen (15) days in advance.

ARTICLE 28 – MANAGEMENT RIGHTS

28.01 The Board hereby retains and reserves unto itself, limited only by the Ohio Revised Code, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of Ohio, and of the United States.

28.02 The exercise of these 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 Agreement.

ARTICLE 29 – SMOKE-FREE ENVIRONMENT

29.01 There will be a smoking ban on all school grounds for all employees.

ARTICLE 30 – SUBSTITUTE FOOD SERVICE MANAGER

30.01 The Superintendent will post a vacancy for the position of substitute food service manager. The vacancy will be filled in accordance with Article 8 – Vacancies. The substitute food service manager will be a member of the bargaining unit. The substitute food service manager will be expected to do the job of the food service

manager in case of absence. The substitute food service manager will be paid at the hourly rate of the food service manager when performing those duties.

ARTICLE 31 – SAFETY COMMITTEE

- 31.01 A Labor/Management Safety Committee composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Association shall be formed.
- 31.02 The Committee shall meet four (4) times annually (September, November, March and May). Additional meetings may be called by either party if the severity of the situation warrants immediate attention.
- 31.03 The powers of the Safety Committee shall be limited to gathering information pertaining to the safety of employees and students in the school system and making recommendations for safety changes to the Superintendent.
- 31.04 The Committee shall report its recommendations in written form to the Board after each Committee meeting. Matters considered of an emergency nature shall be brought to the immediate attention of the Superintendent.
- 31.05 Committee meetings shall be scheduled so as not to interfere with the work schedule of the members and shall be without supplemental monetary compensation.
- 31.06 Safety concerns may also be included as topics of discussion at meetings of the Labor Management Committee.
- 31.07 Unit members will report any unsafe working conditions to their supervisor. If the supervisor is the person causing the unsafe working condition(s) or practice, then the unit member will report the practice to the Superintendent.
- 31.08 Administrators will not discipline a bargaining unit member for reporting an unsafe condition or practice.

ARTICLE 32 – DURATION AND EFFECTS OF AGREEMENT

- 32.01 The Association shall be responsible for typing the Agreement. The Board shall be responsible for copying the Agreement. Paper costs shall be divided equally between the Board and Association.
- 32.02 This Agreement shall be in effect from July 1, 2011 through June 30, 2013.
- 32.03 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between both parties.

**NEWCOMERSTOWN EXEMPTED VILLAGE
BOARD OF EDUCATION**

**NEWCOMERSTOWN CLASSIFIED
PERSONNEL ASSOCIATION**

Donal L. Foda - Treasurer
[Signature] - Supl
[Signature]

Michael J. Pelt
[Signature]

APPENDIX A

NEWCOMERSTOWN BOARD OF EDUCATION
NEWCOMERSTOWN CLASSIFIED PERSONNEL ASSOCIATION

GRIEVANCE REPORT FORM

Employee's Name _____

Date _____

Statement of Grievance - Include date of occurrence, statement of the nature of the grievance, provisions of the contract violated, and the action requested.

Signature of the Grievant

STEP I - Disposition of the Building Principal

Signature of the Building Principal

NEWCOMERSTOWN BOARD OF EDUCATION
NEWCOMERSTOWN CLASSIFIED PERSONNEL ASSOCIATION

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Chairman of the grievance committee by the grievant, who will retain three (3) copies for himself.)

Grievant _____

Date of Formal Presentation _____

School _____

Chairman _____

Statement of Grievance

Action Requested

Signature of Grievant

Additional pages may be added to this report when necessary.

STEP II - Disposition of the Superintendent of Schools

Signature of the Superintendent

STEP III - Disposition of the Board of Education

Signature of President of the Board of Education

Additional pages may be added to this report when necessary.

APPENDIX B

RE-EMPLOYMENT 3319.081 O.R.C.

Any employee employed under a limited contract, and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed re-employed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the employing Board, acting on the Superintendent's recommendation as to whether or not the employee should be re-employed, gives such employee written notice of its intentions not to re-employ him on or before the thirtieth day of April. Such employee is presumed to have accepted such employment unless he notifies the Board in writing to the contrary on or before the first day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic re-employment of such employee.

The failure of a Superintendent of Schools to make a recommendation to the Board of Education under any of the conditions set forth in this section, or the failure of the Board of Education to give such employee a written notice pursuant to this section shall not prejudice or prevent an employee from being deemed re-employed under either a limited or continuing contract as the case may be under the provisions of this section.

APPENDIX C

APPLICATION FOR SICK LEAVE - FORM 1.08.3

NAME _____

DATE _____

SCHOOL ASSIGNED _____

APPROVED _____ DISAPPROVED _____

DATE _____

The undersigned says that she/he is hereby making application for the use of sick leave as provided in Revised Code 3319.141 (3319.14.1) and that the use of sick leave by justified for the following reasons:

- A. _____ Personal Illness
- B. _____ Personal Injury
- C. _____ Illness, Injury or Death in Immediate Family

If A or B is checked, was medical attention required? Yes___ No___

If Yes, state name and address of physician and dates consulted:

Name _____

Address _____

Date Consulted _____

If C is checked, please give relationship of such members of your immediate family.

Name _____

Relationship _____

I hereby request _____ day(s) of sick leave beginning _____, 20___, and ending _____, 20___.

If disapproved, state reasons. _____

Signature of Employee

APPENDIX D

APPLICATION FOR PERSONAL LEAVE FORM

NAME _____ BUILDING _____

DATE REQUEST SUBMITTED _____ DATE(S) REQUESTED _____

CHECK REASON FOR LEAVE (See Agreement for full definition)

- _____ A. Sale/purchase of property
- _____ B. Graduation
- _____ C. Marriage
- _____ D. Estate settlement
- _____ E. Adoption
- _____ F. Court appearance
- _____ G. Funeral not covered by sick leave
- _____ H. Act of nature
- _____ I. Graduation
- _____ J. College registration
- _____ K. Award recipient
- _____ L. Mechanical failure of car
- _____ M. SERS appointment
- _____ N. College orientation
- _____ O. Professional meetings
- _____ P. Moving
- _____ Q. Road conditions
- _____ R. Religious holiday
- _____ S. Unrestricted personal leave
- _____ T. Personal business that cannot be handled at some other time

Signature: _____

APPENDIX E

SKILLS TEST – CUSTODIAN TO CUSTODIAL/MAINTENANCE

All Buildings – Custodian must complete or show evidence of completion of each of the skills listed below in order to be moved from Custodian to Custodial/Maintenance Salary Schedule.

1. Electrical – change switches, receptacles, light fixtures, ballasts, light bulbs.
2. Change belts and grease motors inside/outside buildings.
3. Plumbing – replace flush valves, P-traps, change wax ring on commodes and replumb, faucets, drinking fountains.
4. Repair or replace existing window springs, glass, recaulk, reseal.
5. Change/replace door closures.
6. Change door knobs and locks – interior and exterior.
7. Any existing hardware, electrical, or plumbing should be able to be replaced.

*Any skills that a custodian possesses which are not tested, should be made known to the Superintendent at the time of testing. Example – carpentry, welding, electrician, drywalling, plastering, concrete and cement work.

CUSTODIAN/MAINTENANCE SKILLS TEST

NAME _____

DATE _____

Evidence of: Show item of completion, where and date.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.

Employee Date

Superintendent of Schools Date