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STATE EMPLOYMENT
RELATIONS BOARD

2011 NOV -3 P 1:00

NEGOTIATED AGREEMENT

between

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #391

and the

NEW PHILADELPHIA BOARD OF EDUCATION

STATE EMPLOYMENT
RELATIONS BOARD

2011 NOV -3 P 1:00

JUNE 30, 2011 THROUGH JUNE 30, 2014

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ARTICLE 1 - RECOGNITION

1.01 The New Philadelphia Board of Education, hereinafter referred to as the "Board" recognizes the Ohio Association of Public School Employees, hereinafter referred to as the Association as the sole and exclusive bargaining agent for all classified personnel within the following classifications: Transportation Employees, Cafeteria Workers, Custodian-Maintenance Employees, and Secretarial/Aide/Technician. The following classified personnel are excluded from the bargaining unit: Superintendent's Secretary, Employees of the Treasurer's Office, Assistant Superintendent's Secretary, and Supervisors.

1.02 The terms of any newly created position or classification not specifically written into this agreement shall be negotiated by both parties. Should the parties be unable to agree on terms for said position or classification the Board may implement the position and set the terms and conditions until such dispute can be resolved. If the parties are unable to reach agreement, the matter shall be referred to the State Employment Relations Board. If agreement is reached that the position should be included in the unit, or if SERB orders its inclusion, the parties shall meet promptly to bargain the rate of pay and other terms of employment.

ARTICLE 2 - SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 3 - NEGOTIATING PROCEDURE

3.01 Negotiations between the parties on a successor agreement may begin within ninety (90) days prior to the expiration of the contract term. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives.

3.02 Before each negotiation session adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. Negotiation sessions shall be scheduled at a mutually agreeable time.

3.03 If after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (F.M.C.S.) to assist in negotiations.

3.04 Should the contract expire during the process of Federal Mediation, the contract may be extended for a reasonable period of time until all attempts to reach agreement through Federal Mediation have been exhausted.

3.05 In the event that all attempts to reach agreement through Federal Mediation have failed and the parties are unable to reach agreement within ten (10) days of the expiration of the existing agreement or any extension thereof, then the Association shall have the right to proceed in accordance with Chapter 4117 of the Ohio Revised Code and give notice of its right to strike.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 General Provisions

A. A grievance is a claim by an employee(s) based upon an event which affects a condition of employment of any employee or group of employees involving an alleged violation, misinterpretation, or misapplication of any provisions of this agreement.

B. The aggrieved person or persons may have Association representation at all stages of the grievance procedure.

C. There shall be no adjustment of any grievance without an Association representative present and no settlement shall be in conflict with any provision of this Agreement.

D. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

E. Reference to the Superintendent shall include an Acting Superintendent if a Superintendent has not been appointed by the Board of Education.

F. A grievance shall be deemed waived within twenty (20) working days after the occurrence or knowledge of occurrence of the act or omission giving rise to the grievance.

G. Nothing contained in this procedure shall be construed as limiting the individual right of any employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

4.02 Stage 1 - Informal Procedure

A person having a grievance will discuss it with his supervisor(s), either directly or with a representative, with the objective of resolving the matter informally. The aggrieved shall state to the supervisor prior to the discussion that the discussion is in the Informal

Procedure level of the Grievance Procedure. If the grievance is submitted through a representative, the aggrieved must be present during the discussions of the grievance.

4.03 Stage 2

If the grievance is not resolved informally, it shall be presented in writing to the supervisor within five (5) working days after the informal conference. Within five (5) working days after the written grievance is presented to him, the supervisor shall render a written decision and present it to the aggrieved and his representative.

4.04 Stage 3

A. If the grievant is not satisfied with the decision rendered at Stage 2, a written appeal may be filed with the Superintendent within five (5) working days after receipt of the decision at Stage 2. Copies of the written decision at Stage 2 shall be submitted with the appeal.

B. Within five (5) working days after receipt of the grievant's appeal, the Superintendent or his designee, other than the grievant's supervisor, shall hold a hearing on the grievance.

C. The Superintendent shall render a decision in writing to the grievant and to the Association within five (5) working days after the hearing.

4.05 Stage 4

A. If the grievant is not satisfied with the decision at Stage 3, an appeal may be filed in writing with the Board of Education within five (5) working days after receipt of the decision in Stage 3.

B. After receipt of an appeal, the Board of Education shall hold a hearing on the grievance at their next regularly scheduled meeting with the parties involved at Stage 3 and others as the Board of Education deems appropriate. The hearing shall be conducted in executive session. The grievant will have a response within 10 working days.

4.06 Stage 5

A. After such hearing, if the aggrieved or the aggrieved and the Association are not satisfied with the decision at Stage 4 and the aggrieved or the aggrieved and the Association determine that appealing it is in the best interest of the school system, the grievance may be submitted to arbitration by written notice to the Board of Education within five (5) working days after the decision at Stage 4.

B. Within five (5) working days after such written notice of submission to binding arbitration, the Association may request a panel of arbitrators from Federal Mediation and Conciliation Services, unless the Board and the Association mutually agree to mediation of the grievance through FMCS, in which case the

timeline for requesting a panel of arbitrators is suspended until mediation is completed. Within ten (10) working days of receipt of such list, the Board and Association shall select an arbitrator by the alternate strike method. The first strike shall be determined by the toss of a coin. The arbitrator shall be empowered to hold a hearing on the matters in dispute and issue a decision. The arbitrator's decision shall be final and binding on both parties. Either party may request a second list.

C. The cost of the arbitration shall be equally shared by the Association and the Board. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required under the terms of this Agreement for such hearings shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

4.07 Any grievance not advanced to the next stage within the specified time limits shall be deemed waived.

Any grievance not answered within the time limits at each stage shall be automatically advanced to the next stage.

ARTICLE 5 - VACANCIES

5.01 When a vacancy occurs due to retirement, termination, resignation, death, promotion out of the bargaining unit, awarding of bid, or creation of a new position, a vacancy notice shall be posted at the following sites: Bus Mailboxes, Garage, Cafeterias, Board Office, Building Offices. The Board shall determine when there is a need to fill such a vacancy.

5.02 Such notices shall be posted in a designated open area accessible to all employees in each building. During summer months when school is not in session, notices of all vacancies shall be mailed to employees who are not scheduled to work or who are on vacation.

5.03 If the Board determines a vacancy to exist and the Board intends to fill the vacancy, a vacancy transfer notice will be posted for a period of three (3) working days. Employees in the same job classification may bid on this vacancy in writing to the Superintendent, or designated person, within the posted period. Employees within the classification who do not exercise their transfer rights under this section will be considered regular bidders under Section 5.05.

5.04 After the transfer procedure in 5.03 has been utilized, a vacancy as determined by the Board (including those which are not filled by transfer) shall be posted for a period of five (5) working days. The vacancy notice shall contain the job title, job description, rate of pay, building (if applicable) and the deadline (hour and day) for submitting a bid.

5.05 Employees who wish to bid on a vacancy shall do so in writing within the time period of posting. All timely bids will be reviewed and all timely bidders who meet posted qualifications shall be interviewed for the position.

5.06 Employees will be awarded jobs on the basis of qualifications, experience, ability, previous record of employment, and attendance, as determined by the Superintendent. Employees who are relatively equal in these areas will be awarded the job on the basis of bargaining unit seniority.

5.07 The board shall interview applicants from within the bargaining unit prior to interviewing outside applicants.

5.08 Copies of all vacancies shall be sent to the President of OAPSE Local #391.

5.09 An employee appointed to a vacancy may elect to return to his/her former position within fifteen (15) working days of assumption of duty in the new position.

5.10 Any position which will be temporarily vacant for at least 30 working days shall be posted for a bid as a Temporary Vacancy. If paid sick leave is used the employee must provide a physician's statement documenting the employee will be off at least 30 working days. A position is temporarily vacant when the employee permanently assigned to the position will be off due to illness, injury, leave of absence, or suspension. The temporary vacancy shall be filled in accordance with 5.04. The successful bidder will return to their previous assignment upon return to work of the absent employee. The successful bidder will maintain their same insurance status. The position vacated by the employee who is awarded the first Temporary Vacancy shall be filled in accordance with 5.04. The position vacated by the employee who is awarded the second Temporary Vacancy need not be posted and may be filled by substitutes until the employee returns.

ARTICLE 6 - PAYROLL

6.01 Employees paid over a twelve month period will receive their pay in 26 equal payments. All employees shall be paid utilizing direct deposit. Salary schedules at Articles 19, 20, 21, and 22 will be recalculated with increases of 1.00 percent July 1, 2011, and 1.00 percent July 1, 2012, and 1.00 percent July 1, 2013.

6.02 Check Off

A. All employees in the bargaining unit covered by the contract who are members of the union on the date the contract is signed and all other employees in such bargaining unit who become members of the union at any time in the future shall continue to be members of the union. The employees who are members covered by this contract can withdraw from the union by presenting written authorization to the union president during the last ten (10) days prior to the expiration of this agreement.

B. The Board will deduct regular monthly dues from the pay of the employees covered by this contract upon receipt from the union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature.

C. Annual dues shall be deducted in equal installments from each paycheck beginning in September. All monies collected from dues deduction shall be forwarded to the Treasurer of the Association (OAPSE State office).

D. The Association shall forward to the Treasurer of the Board and the Treasurer of OAPSE Chapter 391 by September 1 of each year the amount to be deducted for that year if changed from previous year.

E. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action by Board in reliance upon an authorization card submitted by the Association to the Board.

6.03 Miscellaneous Deductions

1. Annuities will be deducted from 24 paychecks.

2. United Way shall be deducted from 20 paychecks.

3. Additional insurance coverage at the employee's expense shall be deducted equally from 24 paychecks.

4. U.S. Savings Bonds will be deducted from 24 paychecks

6.04 All deductions shall be made at no cost to the member of the bargaining unit, except tax sheltered annuities started after May 1, 1997. Annuities started after this date will be charged a $1.00 per month administrative fee.

6.05 The Board agrees to deduct from the wages of any employee an OAPSE-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union.
The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7 - HOLIDAYS

7.01 To be entitled to holiday pay, an employee must have accrued earnings on the day before and the day after scheduled work days. Sick leave, vacation and paid personal leave qualifies as days with accrued earnings. All employees who work on a recognized holiday shall receive holiday pay in addition to their one and one-half rate of pay for all hours worked on the holiday.

7.02 Schedule

	9/10/11 Month	12 Month
New Year's Eve		X
New Year's Day	X	X
Martin Luther King Day	X	X
President's Day	X	X
Good Friday		X
Memorial Day	X	X
Independence Day		X
Labor Day	X	X
Thanksgiving Day	X	X
Day after Thanksgiving	X	X
Christmas Eve		X
Christmas	X	X

ARTICLE 8 - VACATION

8.01 Vacation will be granted to eleven and twelve month employees based upon the number of years of continuous service the employee has with the school district.

8.02 Schedule

Years of Service	Length of Vacation
Less than one year	None
One to Eight Years	Two Weeks
Nine to Fifteen Years	Three Weeks
Sixteen to Twenty-Two years	Four Weeks
Twenty-Three or More	Five Weeks

ARTICLE 9 - LEAVES OF ABSENCE AND SICK LEAVE

9.01 Professional Improvement and Sabbatical Leave

The Board agrees to provide employees the opportunity for an unpaid leave of absence not to exceed two (2) consecutive school years for the purpose of professional improvement or sabbatical reasons. Such leave may be approved at the discretion of the

Board for individuals with at least three (3) years of continuous service in the school district, except that a staff member who has taken an unpaid professional improvement or sabbatical leave of absence must complete five (5) years of continuous service since return from such leave. No more than two percent (2%) of the staff may be on unpaid leave of absence during any one (1) school year.

9.02 Maternity and Child Care Leave

The Board agrees to provide employees maternity and childcare leave of absence without pay as set forth below:

A. A maternity leave due to illness or disability related to pregnancy, childbirth or recovery there from shall be approved for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.

B. A child care leave shall be approved for one (1) additional school year upon request of the employee to the Superintendent, made not later than April 1st preceding the year for which such leave is requested.

C. When the employee desires to terminate such leave, application for reinstatement may be made to the Superintendent by said employee at any time during the school year. The employee shall be considered for reinstatement during the school year for a vacancy occurring in a position for which she holds certification.

D. Upon return from childcare leave, the employee shall be entitled to reinstatement to the same position held prior to the leave.

E. If a reduction in force (RIF) takes place while the employee is on leave, the employee is subject to the RIF policy and C and D of the above may not apply.

F. An employee on child care leave may continue to participate in those insurance benefits which are provided to other employees by advance monthly payments to the Treasurer's Office of the group rate.

G. An employee who is adopting a child shall be entitled to unpaid leave under this section.

9.03 Personal Leave

A. Three (3) days of personal leave will be granted each year and will be available to each employee limited only as follows:

1. No more than ten percent (10%) of the staff can be out of a given department exceeding 10 employees on the same day, unless authorized by the Superintendent.

2. The supervisor must be given as much advance notice as possible prior to a personal leave day being taken.

B. Personal leave days cannot be used:

1. During the first or last week of the school year.

2. On Parent-Teacher Conference Days.

3. On required in-service education days.

C. Each regular employee shall be granted up to three (3) days of personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five day advance request impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact. Personal leave shall be granted under the following conditions:

Up to four (4) days per school year may be used for an unspecified personal matter.

E. Any unused personal leave days shall be added to the following school year. Unrestricted personal leave days shall accumulate to a maximum of four (4) days. All other unused days shall convert to sick leave.

9.04 Sick Leave

A. Each employee shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month. Fifteen days maximum per year.

B. The ceiling on accumulated sick leave shall be raised to-two hundred and sixty (260) days.

C. Employees new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the New Philadelphia City School District.

D. Should an employee have absences due to illness of more than his total accumulated sick leave, such employee will be granted an advancement of sick leave to a maximum of five (5) days, if requested, except that the number of days advanced shall not exceed the days of sick leave that can be accumulated before the end of the current school year.

E. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.

F. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury in the employees immediate family. Immediate family shall include spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, step-children, step-parents, grandparent, grandchild, daughter-in-law, son-in-law, aunt or uncle, or any relative living in the household of the employee.

Employees may use up to five (5) days of sick leave in the event of the death in the immediate family.

G. Extended or chronic absences may require medical verification at the request of the superintendent. Extended absence is defined as five (5) consecutive days of absence. Verification is defined as a statement from the doctor as to the nature and duration of the absence.

9.05 Assault Leave

A. An employee who is absent due to physical disability resulting from an assault which occurred while the employee was performing in the confines of their employment, assignment or duties shall be granted up to thirty (30) days of assault leave at full pay and benefit status.

B. Full payment for assault leave, less workers compensation and any other financial remuneration, shall not exceed the unit member's per diem rate of pay.

C. Whenever the member exhausts the assault leave, he/she may use sick leave. Where the assaulted unit member becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

D. An employee shall return immediately following the expiration of the leave and shall be reinstated to the same or similar position, salary steps and range to that held prior to the leave.

9.06 OAPSE Conference Leave

The Board agrees to permit two duly elected employees, local officers or alternates of OAPSE Local 391 leave of three (3) days with continuity of salary to attend the OAPSE annual delegate conference if held on normal work day.

9.07 Family Medical Leave

A. In order to be eligible, an employee must have completed twelve (12) months of service to the school district.

1. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.

2. Qualifying use for leave under this provision include:

a. The birth and care of a child. (Must be used within the first twelve (12) months of birth.)

b. The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)

c. The care for a spouse, child or parent who has a serious health condition if verified by the health care provider. Family medical leave cannot be taken to care for a parent-in-law.

d. The employee's own serious health condition which makes him/her unable to perform his/her job function.

B. Procedures for the Family Medical Leave

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.

2. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose) and vacation leave. Paid leave can satisfy part or all of the twelve (12) week family medical leave.

3. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.

4. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves: a) inpatient care in a hospital,

hospice or residential medical facility or b) continuing treatment by a health care provider.

5. If a husband and wife are employed by the Board, and are both eligible for family medical leave, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.

6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, Board and the employee.

7. Upon returning from family medical leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.

D. When an employee begins leave more than five (5) weeks before the end of a semester the employee is required to continue taking leave until the end of the semester if:

1. the leave will last at least three (3) weeks; and

2. the employee would return to work during the three (3) week period before the end of the semester.

E. When an employee begins leave for a purpose other than the employee's own serious health condition during the five (5) week period before the end of the semester, the employee is required to continue taking leave until the end of the semester if:

1. the leave will last more than two (2) weeks, and

2. the employee would return to work during the two (2) week period before the end of the semester.

F. When an employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the employee is required to continue taking leave until the end of the semester.

9.08 Sick Leave Bank

A sick leave bank shall be established in order to provide members of the sick leave bank additional sick leave.

1. Any member of the bargaining unit and administration may become a member of the sick leave bank by donating up to 5 days of his or her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of October. In order for a bargaining unit member to become a member of the sick leave bank, the bargaining unit member must donate sick leave during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to 5 days each February.

2. Members of the bargaining unit may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.

3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.

4. Members of the sick leave bank are eligible to draw up to 92 days per year from the bank if: (1) all of the individual's accumulated sick leave, unrestricted personal leave and vacation have been utilized; (2) the member has been absent for a minimum of twenty (20) consecutive work days; (3) the individual is a member of the sick leave bank.

5. A sick leave bank committee shall be formed to oversee the bank. Two (2) representatives shall be designated by the Association President and two (2) representatives shall be designated by the Superintendent, of which the Superintendent may be one. The committee shall have the authority to confirm the request for sick leave with the member's physician.

6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.

9.09 Professional Leave

All school personnel are encouraged to improve not only themselves, but the district as a whole through attendance at workshops, seminars, and conferences.

Attendance during school time shall have prior approval by the Superintendent (professional leave request).

Reasonable expenses may be granted provided prior Board of Education approval is given and funds are available. Substitutes will be provided if needed.

The attending to school business away from the building during school hours is permitted with prior permission of the building principal or his/her designee.

9.10 Workers Compensation

All employees covered under this agreement are protected under the State Workers Compensation Act of Ohio in case of injury or death incurred in the course of, or arising out of their employment.

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

The Board agrees to continue to provide and pay their share of premiums for medical insurance in effect on said employees at the time of injury for six months (6), or until SERS disability takes over, whichever comes first.

9.11 Jury Duty - Court Leave

Members of the bargaining unit who are subpoenaed for either jury duty or to serve as a witness in a court proceeding in which the employee or the Association is not a plaintiff or in which the Board is not a defendant shall be granted paid leave for the duration of time necessary to complete their obligations. Any payment received for either jury duty or as a witness shall be transmitted to the Board of Education. If in the event the Association and/or members of the bargaining unit are plaintiffs and the Board and/or members of the administration are defendants, release time will be provided to members of the bargaining unit for the time necessary to appear and testify, and the Association shall cooperate with the Superintendent in the scheduling of such release time to minimize classroom absences.

9.12 Association Leave

The Association may use a maximum of ten (10) cumulative days per calendar year for purposes directly related to the operations of the Association.

The district shall be reimbursed for the cost of wages and benefits by the OAPSE State Office. The reimbursement shall be limited to the employee that is using Association time.

ARTICLE 10 - SEVERANCE PAY

An employee who qualifies for retirement and elects to retire shall receive severance pay in an amount not to exceed twenty-five percent (25%) of the employee's accumulated sick leave days, using two hundred sixty (260) days as the maximum accumulation of sick leave days for severance purposes. Severance pay shall not exceed sixty-five (65) days in total. A daily rate of pay will be established, computed on the employee's final annual salary prorated on the number of workdays scheduled for the employee that same year. Five additional days of severance pay will be paid to eligible staff conditioned upon receipt of a letter of resignation/retirement prior to March 1

ARTICLE 11 - INSURANCE

11.01 For all employees hired PRIOR to July 1, 2000, a regular bus driver, cafeteria worker, custodial/maintenance employee, or secretary/aide who is regularly scheduled to work thirty (30) hours per week, shall be entitled to medical (maximum dollar protection of 2,000,000.), prescription drug plan, and dental insurance. Effective July 1, 2011, these employees shall pay ten percent (10%) of the premium cost for family or single coverage as designated by the member of the bargaining unit, up to $75 per pay.

11.02 For all employees hired PRIOR to July 1, 2000, a regular bus driver, cafeteria, custodial/maintenance, or secretary/aide who is regularly scheduled to work less than the required thirty (30) hours per week may also receive medical benefits by paying one-half of the premium in advance each month.

11.03 For all employees hired PRIOR to July 1, 2000, a regular bus driver, cafeteria, custodial/maintenance, or secretary/aide who is regularly scheduled to work twenty (20) hours or more per week will receive prescription drug plan. Effective July 1, 2011, these employees shall pay ten percent (10%) of the premium cost for family or single coverage as designated by the member of the bargaining unit, up to $75 per pay. Employees who work less than the required twenty (20) hours per week may also receive the prescription drug plan by paying one-half of the premium in advance each month.

11.04 For all employees hired PRIOR to July 1, 2000, Dental insurance shall not be available to employees who are regularly scheduled to work less than thirty (30) hours per week.

11.05 For all employees hired AFTER July 1, 2000, a regular bus driver, cafeteria worker, custodial/maintenance employee, or secretary/aide who is regularly scheduled to work 6 hours per day, 5 days per week, shall be entitled to medical (maximum dollar protection of 2,000,000.), prescription drug plan, and dental insurance. Effective July 1, 2011, these employees shall pay ten percent (10 %) of the premium cost for family or single coverage as designated by the member of the bargaining unit, up to $75 per pay.

11.06 For all employees hired AFTER July 1, 2000, a regular bus driver, cafeteria, custodial/maintenance, or secretary/aide who is regularly scheduled to work less than the required six hours per day, five days per week may also receive medical benefits and prescription drug plan by paying one-half-of the premium in advance each month.

11.07 For all employees hired AFTER July 1, 2000, dental insurance shall not be available to employees who are regularly scheduled to work less than 6 hours per day, 5 days per week.

11.08 The amount of term life insurance provided to qualified employees by the Board shall be the greater of $7500 or the employee's projected salary to the nearest thousand plus an additional $2500 for the contract year estimated on July 1.

11.09A Hospital Utilization Review will become effective with the ratification of both parties to this Agreement

1. Each covered person must obtain a Pre-Admission Certification as follows to receive maximum benefits:

   a. For non-emergency hospital admissions, the Pre-Admission Certification must be obtained prior to admission into the hospital. It is the covered persons responsibility to phone the medical review organization at the number indicated and provide the requested information regarding the proposed hospital admission. Non-emergency hospital admissions shall include any hospital confinement which was scheduled at least 48 hours prior to actual admission in the hospital.

   b. For emergency hospital admission, the Certification must be obtained within 48 hours after your ability to call and request it.

   c. The medical review organization will then evaluate the physician's treatment plan against locally accepted standards for medical care and will notify the covered person, his physician and the hospital of the outcome of the evaluation. Once the covered person has received the medical review organization's certification of his hospital confinement, his admission may proceed as planned. If, for some reason, the date of admission changes, the medical review organization must be notified as soon as possible.

   d. Benefits will not be payable for additional days in the hospital not certified as medically necessary.

2. Failure to comply with this Pre-Admission Certification Requirement will result in $250 reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.

3. The following information will be requested by the medical review organization in order to pre-certify a hospital admission:

   a. Name, address, social security number and age of patient;

   b. Employee's name, social security number and employer;

   c. Admission diagnosis, planned procedure and proposed length of stay;

   d. Name of the benefits administrator;

   e. Name, address and phone number of the admitting physician and the hospital.

B. If a member of the bargaining unit or covered dependent have incurred expenses as a result of illness, injury, or related conditions and have consulted with a

physician or received medical care, treatment or medication within sixty (60) days prior to employment, no benefits will be payable until ninety (90) calendar days after being a participant in the plan.

11.10 Specifications of each coverage are appended.

11.11 The Board shall establish a Section 125 premium only plan for employees.

11.12 Effective July 1, 2007, copays are as follows for the prescription drug plan: over-the-counter copay is $0.00, generic is $5.00, formulary is $15.00, and non-formulary is $25.00, which is not applicable to Major Medical. Generic, formulary, and non-formulary shall be twice these amounts for mail order.

11.13 A committee shall be formed to discuss insurance coverage and/or insurance carrier, there will be at least three (3) Association members selected by the Association President, as employee representatives on the committee.

ARTICLE 12 - LONGEVITY ALLOWANCE

12.01 To be eligible for longevity allowance, an employee must complete five (5) consecutive years of service with New Philadelphia City Schools in a regular position. The employee would receive payment in his/her sixth year. An employee must complete two consecutive years of service to be eligible for a $100 per year payment from year three to year five.

12.02 Longevity allowance payments will be made in December and June.

12 month employees	$550.00
11 month employees	$525.00
10 month employees	$500.00
9 1/2 month employees	$485.00
9 month employees	$475.00

12.03 Regular employees, six hours or more, will receive in the 15th year a longevity increase of $100.00

12.04 Regular employees, four hours or more, will receive in the 15th year a longevity increase of $50.00.

ARTICLE 13 - PERSONNEL FILES

13.01 An employee shall have the right, upon request, to view the materials in his/her personnel file with the Superintendent or his designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the employee shall be given an opportunity to place a statement of rebuttal or explanation in

the file. The employee shall be given a copy of any material placed in his/her personnel file, on the same date as placement.

13.02 All documents included in the employees file shall be dated and identified to source.

13.03 Letters of reprimand, suspension, disciplinary actions and derogatory material shall be expunged from the employee's file following a 36-month period of time from date of filing.

ARTICLE 14 - OVERTIME PREMIUM PAY

14.01 All employees shall receive time and one half (1/2) their regular rate of pay for all hours worked in the excess of eight hours (8) in a day or forty (40) hours in one (1) week.

14.02 All employees who work on a recognized holiday shall receive time and one half (1/2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

14.03 For the purpose of computing overtime pay, holidays, vacations, personal days, calamity days, and paid sick leave shall be counted as hours and days worked toward overtime pay.

14.04 Overtime shall be rotated as equally as possible in each classification.

14.05 All employees are entitled to a 15 minute break during a 4 hour work period.

ARTICLE 15 - CALAMITY DAYS

An employee, who due to the nature of his work, is required to report to work on a day the school has been closed because of public calamity shall be compensated at their regular rate of pay for all hours worked in addition to calamity pay. Employees will be required to make up all calamity days after the first five (5) days in accordance with Ohio Revised Code with no additional compensation. The make-up schedule will be discussed with up to a four-member committee of the Union's choosing.

ARTICLE 16 - REDUCTION IN FORCE

16.01 In the event that any reduction in staffing levels becomes necessary, the following procedures shall govern such reductions:

A. In the event of a planned reduction in force, the Board shall notify the union at least fourteen (14) calendar days before any Board action which would constitute putting the RIF policy in effect.

B. Within seven (7) calendar days after such notification, a meeting shall be scheduled between the Administration and the Union to review the reasons for the reduction, the affected employees, and the effective date.

C. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire or otherwise vacate a position.

D. The Board shall determine in which classification the reduction should occur and the positions affected.

E. Employees shall be laid off according to system seniority, beginning with the least senior employee in the classification laid off. To avoid a loss of hours, employees who are affected by the reduction may "bump" the least senior employee in the classification having the greatest number of hours not in excess of his/her original position, seniority permitting.

F. Employees laid off from his/her classification may bump the least senior employee in the next lower classification in his/her classification series, providing he/she has the required certification/s and/or licenser/s for the position.

(Classification Series are defined below)

G. Should an affected employee, following the procedure outlined above, bump into a position which has fewer hours than his/her original position, the following alternate procedure shall be followed. Instead of bumping the least senior employee, he/she may bump the least senior employee having the greatest number of hours not in excess of his/her original position, seniority permitting. That employee shall in turn bump in accordance with the procedures set forth herein.

H. Each employee to be affected by the reduction shall be given advance written notice of the reduction. Each notice of reduction shall state the following:

1. Reason for the layoff/reduction.

2. The effective date of reduction.

3. A statement advising the employee of their rights of reinstatement from the reduction.

I. No employees from other classifications or new employees may be appointed to fill any vacancy until all affected employees have been recalled into that classification.

J. An affected employee shall retain recall rights in his/her job classification for two (2) years from his/her last day of work. Affected employees shall be notified of recall by certified mail and shall have five (5) working days from receipt of said

notice to respond. It shall be the employee's responsibility to notify the Board of any address change.

K. A copy of all recall notices shall be sent to the Association President.

L. Classification Series (Classifications listed in descending order).

1. Bus Mechanic, Bus Drivers, Special Needs Van Driver

2. Cook Manager II; Cook Manager I; Cook II; Cook I, F.S.W. II; F.S.W. I.

3. Class I Maintenance; Class II Custodial Maintenance; Class III Custodial

4. SBH/MH(DH) Classroom Assistant; District AV Technician, Classroom Assistants, Bus/Van Aide; Vocal Accompanist; H.S. Copier Aide

5. Class D; Class C Secretaries; Class B Secretaries, Library Technicians, Aux. Service Technician

6. Computer Technician

ARTICLE 17 - SENIORITY

17.01 There shall be a probationary period of 150 working days (June, July & August are excluded for 9 month employees) to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time a new employee shall have no seniority rights.

Employees retained beyond this 150 day period shall have their seniority computed according to Section 2 of this article.

17.02 Seniority shall be defined as an employee's length of continuous service with the Board as determined by the original date of hire as a regular employee or accrued earnings in a regular vacant position.

17.03 Effective July 1, 2000, in cases of identical date of hire, the employee whose last four numbers of their social security card has the lowest number will be the most senior.

17.04 Employees shall accrue seniority while on sick leave, leave of absence and all other approved leaves granted by the Board.

17.05 The Board shall provide a seniority list, by classification, to the Association President by October 1 of each year.

ARTICLE 18 - JOB DESCRIPTION

Copies of the employee's current job description shall be provided to each employee, including new employees upon hire. A copy of all current job descriptions shall be provided to the OAPSE president.

18.01 Job descriptions for positions currently filled will be developed by the person(s) currently holding the position and the administrator responsible for supervising the person(s).

18.02 Job descriptions for positions newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association, will become a part of this agreement, and be established by the Board.

18.03 Compensation for any position must be bargained by the Association and the Board.

ARTICLE 19 - WAGES AND OTHER ITEMS SPECIFIC TO BUS DRIVERS

19.01 Bus Drivers - Salary Schedule

	2011-12	2012-13	2013-14
0	14.97	15.12	15.27
1	15.23	15.38	15.53
2	15.48	15.64	15.80
3	15.77	15.92	16.08
4	16.03	16.19	16.35
5	16.32	16.48	16.64
6	16.59	16.76	16.93

19.02 Bus Mechanic

0	18.77	18.95	19.14
1	19.15	19.34	19.53
2	19.55	19.75	19.95
3	19.96	20.16	20.36
4	20.35	20.56	20.77
5	20.77	20.97	21.18
6	21.20	21.41	21.62

19.03 Other Items Specific to Bus Drivers

A. Drivers shall receive $13.00 per hour for all time associated with trips.

Extra trips shall be paid at the minimum of three hours roundtrip.

1. The Transportation Supervisor shall post and maintain an extra-curricular trip roster, which shall bear the names of all drivers desiring to take such

trips. The roster shall be posted at the mailboxes and shall indicate the dates, times, and names of drivers. Extra trips shall be posted to the roster as they are requested by the group. The trips shall be given out on the Monday prior to the week they are to be run. Drivers shall meet in the Transportation Department Monday morning at 9:00 AM to bid on the trips. The trips shall be given out in the chronological order as they are to be run. If a trip is turned down by the driver due to route scheduling or a previously assigned trip, the driver's name shall not rotate to the bottom of the list.

Extra-curricular trips shall be granted on a seniority rotation basis. For extra trips on non-school days, no driver will be assigned or charged for any additional trip which is scheduled to begin within three hours after the scheduled end of a previous trip.

2. Regular drivers shall receive preference over substitute drivers for extra trips. In the event a regular driver is used for trips due to lack of subs, regular drivers will be asked on a seniority rotation basis. Regular drivers will receive preference over substitute drivers for all overnight trips and will be asked on a seniority rotation basis.

3. When a trip is canceled and the driver is not notified at least 1 hour prior to the scheduled departure of the trip, the driver will be paid two (2) hours call out at the driver's regular hourly rate of pay.

4. If the trip is canceled, the driver shall not be charged for that trip.

5. Extra trips shall be given out once each month during summer recess (June, July, August). The dates trips will be given out during summer recess will be announced during the last week of school.

B. A paid inservice day will be provided for regular and substitute drivers at the beginning of the school year.

C. The Board shall pay $100 of the cost of the annual physical examination and full cost of CDL renewal, recertification, drug testing and tuberculin test, bus rodeo entrance fees if required as a condition of employment for regular drivers only. The Board reserves the right to select the medical examiner or physician for the annual physical, and in such event the Board will pay the full cost of the examination.

D. Regular drivers will be responsible for daily cleaning of their buses. Each driver will be allowed 30 minutes for this purpose and will receive his regular rate of pay for this time.

E. Drivers will receive $25 per month for bi-weekly bus washing. Drivers will be paid $75.00 in lieu of bi-weekly bus washing payments in June, and July, in order

to prepare the bus for bus inspection. The payment will be made after verification by the mechanic or supervisor.

F. Drivers who successfully complete the Advanced School Bus Driver Course as described by the Department of Pupil Transportation, State of Ohio, will receive a payment of $225.00. Drivers are encouraged to complete one of these courses every three years.

G. Regular drivers will receive $200 clothing allowance annually. The allowance will be paid by September 30 upon presentation of receipts by August 31. Bargaining unit members who do not submit receipts by August 31 will forfeit their clothing allowance.

H. When a driver resigns or retires, all regular drivers shall be notified within three (3) days of vacancy.

I. Bus drivers shall be compensated at their regular rate of pay for time involved with on-the-road mechanical problems.

J. Other employees in the Transportation Department may substitute on a regular route only if there are no regular or substitute drivers available.

K. All bus routes will be established by the Board of Education. The time fixed for bus routes shall be based upon the actual daily length of time to the next quarter hour. The route number of students, and mileage designated for each route may be periodically adjusted as determined by the Board.

1. A bus route consists of both a morning and an afternoon run. Shuttle runs are in addition to routes and should be bid and awarded to the most senior driver at the building. Kindergarten/Preschool runs shall be bid and awarded to the most senior driver.

2. At the beginning of each school year all routes, shuttle runs, kindergarten, preschool runs will be bid on a seniority basis during the first two weeks of August.

3. The routes shall remain fixed for the remainder of the school year, except that the time may be adjusted by the Board.

4. If the time of the route, after the bid and assignment for the year has increased by 15 minutes, the driver shall be paid for the increase. If the time decreases by 15 minutes, the affected drivers time shall not be reduced.

5. If the time of any route, shuttle, kindergarten or preschool run increases after assignment for the year by 30 minutes or more, it shall be posted for bid. If the time decreases by 30 minutes after assignment, the affected driver shall be afforded to bump a less senior driver with more time.

6. Only the drivers affected during the bidding process may rebid.

7. Routes, shuttles, kindergarten or preschool runs will then be reassigned based upon the bidding as herein provided. Drivers shall begin driving the new routes assigned through the rebidding process five (5) days after the bid.

ARTICLE 20 - WAGES AND OTHER ITEMS-FOOD SERVICE WORKERS

20.01 Food Service Salary Schedule

2011-12

	FSWI	FSW2	COOK1	COOK2	MAN 1	MANG2
0	10.35	11.01	10.51	10.82	12.84	14.19
1	10.55	11.14	10.65	10.97	13.01	14.43
2	10.69	11.40	10.76	11.09	13.26	14.66
3	10.90	11.63	11.01	11.34	13.54	14.96
4	11.09	11.90	11.15	11.53	13.85	15.26
5	11.37	12.17	11.45	11.76	14.13	15.50
6	11.63	12.46	11.72	12.04	14.13	15.50

2012-13

0	10.45	11.12	10.62	10.93	12.97	14.33
1	10.66	11.25	10.76	11.08	13.14	14.57
2	10.80	11.51	10.87	11.20	13.39	14.81
3	11.01	11.75	11.12	11.45	13.68	15.11
4	11.20	12.02	11.26	11.65	13.99	15.41
5	11.48	12.29	11.56	11.88	14.27	15.66
6	11.75	12.58	11.84	12.16	14.27	15.66

2013-14

0	10.55	11.23	10.73	11.04	13.10	14.47
1	10.77	11.36	10.87	11.19	13.27	14.72
2	10.91	11.63	10.98	11.31	13.52	14.96
3	11.12	11.87	11.23	11.56	13.82	15.26
4	11.31	12.14	11.37	11.77	14.13	15.56
5	11.59	12.41	11.68	12.00	14.41	15.82
6	11.87	12.71	11.96	12.28	14.41	15.82

School Year - 9 months - 180 days
10 months - 180 + 20 days (15 days before 5 after)

20.02 Other Items Specific to Food Service Employees

A. The Board shall pay up to $100 of the cost of the annual physical examination and tuberculin test if required as a condition of employment.

B. Regular food service employees will receive $175 each year toward the cost of uniforms and shoes. The Food Service Van Driver shall receive an additional $125 to purchase boots and coat. The allowance will be paid by September 30 upon presentation of receipts by August 31. Bargaining unit members who do not submit receipts by August 31 will forfeit their clothing allowance. New aprons will be provided to all new employees. Uniform style and color must meet specifications of the department. New regular employees who start work after the beginning of the normal employment year shall have their clothing allowance pro-rated according to the number of months remaining in the employment.
The employees will be involved in the selection of the store where uniforms will be purchased and paid by the Board with final approval by the Food Service Supervisor.

F.S.W. I workers who work one hour or less, and F.S.W. I (monitors) working less than 2 1/4 hours, will not be required to wear uniforms and will be exempt from the uniform allowance.

C. Food Service employees who successfully complete the Certification Requirement of the School Nutrition Association (SNA) will receive a $15.00 incentive payment for each 15 hours completed.

D. Food Service employees who become certified will receive a 10 cent per hour increase. When they are re-certified they will receive an additional 20 cents for a total of 30 cents per hour.

Employees who maintain fifteen (15) points in a three (3) year period shall maintain the 30 cents per hour.

ARTICLE 21 - WAGES AND OTHER ITEMS SPECIFIC TO CUSTODIAL/MAINTENANCE

21.01 Custodial/Maintenance Salary Schedule

2011-12

	MAIN	CUS/MAIN	CLASS 3
0	16.51	14.97	12.13
1	17.11	15.48	12.50
2	17.63	16.07	12.78
3	18.16	16.61	12.96
4	18.73	17.15	13.27
5	19.00	17.42	13.62

2012-13

0	16.68	15.12	12.25
1	17.28	15.63	12.63
2	17.81	16.23	12.91
3	18.34	16.78	13.09
4	18.92	17.32	13.40
5	19.19	17.59	13.76

2013-14

0	16.85	15.27	12.37
1	17.45	15.79	12.76
2	17.99	16.39	13.04
3	18.52	16.95	13.22
4	19.11	17.49	13.53
5	19.38	17.77	13.90

Class 1 - Maintenance
Class 2 - Custodial/Maintenance
Class 3 – Custodial

21.02 Other Items Specific to Custodial/Maintenance Employees

A. Full time Custodial/Maintenance employees will be paid a minimum of two hours of overtime pay for any call-outs after normal school hours which have received approval from the Supervisor of Buildings and Grounds. The employee called out shall remain on duty for the full two hours, if requested by supervisor.

B. The Board will provide Class I and II employees $250 annual clothing and shoe allowance and Class III employees $175 annual clothing allowance. The allowance will be paid by September 30 upon presentation of receipts by August 31. Bargaining unit members who do not submit receipts by August 31 will forfeit their clothing allowance. Uniform style and color must meet specifications of the department. New regular employees who start work after the beginning of the normal employment year shall have their clothing allowance pro-rated according to the number of months remaining in the employment.

C. Employees who work four (4) hours or more as a part of the afternoon shift shall receive shift differential of 15 cents per hour for all hours worked. Employees who work four (4) hours or more as a part of the midnight shift shall receive a shift differential of 20 cents per hour for all hours worked. Employees regularly assigned these shifts will receive the differential for all hours worked during the student school year.

D. Overtime for Custodial/Maintenance (Class 1 and 2) employees shall be rotated starting with the most senior employee in each of the areas listed below and hours kept as equal as possible in each facility as follows:

High School/Events	Middle School Events
High School Custodians	Middle School Custodians
Middle School Custodians	High School Custodians
Stadium Custodian	Stadium Custodian
Elementary Custodians	Elementary Custodians
Maintenance	Maintenance

Stadium Events	Stadium Cleanups
Stadium Custodian	Stadium Custodian
Maintenance	Elementary Custodian
High School Custodians	Maintenance
Middle School Custodians	High School Custodians
Elementary Custodians	Middle School Custodians

E. The number of overtime hours for each employee in Class I and II shall be posted in each building's custodial area (mechanical room at HS) and at the stadium and shall be updated monthly by the Buildings and Grounds Supervisor. Any overtime offered and refused shall be charged as overtime worked.

F. Buildings and Grounds employees may wear shorts, in accordance with department specifications, to work from June 1 to October 1 outside of normal school hours.

G. Custodial/Maintenance employees shall be granted a one-half hour unpaid uninterrupted lunch.

ARTICLE 22 - WAGES AND OTHER ITEMS SPECIFIC TO SECRETARIAL/AIDES

22.01 Secretarial/Aide Salary Schedule

2011-12

	A	B	C
0	10.37	11.24	11.45
1	10.65	11.42	11.63
2	10.82	11.63	11.84
3	11.07	11.90	12.13
4	11.38	12.26	12.36
5	11.68	12.49	12.69
6	11.99	12.84	13.01
7	12.36	13.18	13.35
8	12.77	13.54	13.75
9	13.02	13.84	14.02

2012-13	A	B	C
0	10.47	11.35	11.56
1	10.76	11.53	11.75
2	10.93	11.57	11.96
3	11.18	12.02	12.25
4	11.49	12.38	12.48
5	11.80	12.61	12.82
6	12.11	12.97	13.14
7	12.48	13.31	13.48
8	12.90	13.68	13.89
9	13.15	13.98	14.16

2013-14			
0	10.57	11.46	11.68
1	10.87	11.65	11.87
2	11.04	11.87	12.08
3	11.29	12.14	12.37
4	11.60	12.50	12.60
5	11.92	12.75	12.95
6	12.23	13.10	13.27
7	12.60	13.44	13.61
8	13.03	13.82	14.03
9	13.28	14.12	14.30

22.01 9 months: Elementary Library Technician, Classroom Assistant, Senior High Library Technician, Middle School Library Technician, High School Copier Aide, District AV Technician

10 months: Elementary Secretary, Activities/Athletics Secretaries, Computer Secretary, Music Secretary, Special Education Secretary, Preschool Secretary

11 months: Child Study Secretary

12 months: High School Secretary, Transportation Secretary, Middle School Secretary, Guidance Secretary, Receptionist/Switchboard Secretary

22.02 Secretaries/Clerks/Aides, who work six hours or more per day and employed for 180 days per year successfully completing college/vocational courses related to job classification will be reimbursed up to $225 per year. Prior approval from the Superintendent is necessary for reimbursement. A professional leave form is required.

Classification A. Classroom Aide, District AV Technician, High School Copier Aide, Vocal Accompanist Aide, Bus/Van Aide

Classification B. Middle School Library Technician, High School Library Technician, Elementary Library Technician, Auxiliary Services Technician, Special Needs Van Driver

Classification C. Elementary Secretary, Middle School Secretary, High School Secretary, Activities/Athletics Secretary, Music Secretary, Computer Secretary, Transportation Secretary, Guidance Secretary, Child Study Secretary, Special Education Secretary, Preschool Secretary, Receptionist/Switchboard Secretary.

22.03 If the secretary and/or aide works during their lunch time then they are to received equal time off during that calendar year if at all possible.

ARTICLE 23 - SERS PICKUP

23.01 A Pick-up of the employee's contribution to the School Employee's Retirement System (SERS)

A. The Treasurer of the New Philadelphia Board of Education shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract otherwise payable to such certified employees.

B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a pick-up of the SERS employee contribution otherwise payable by the employee. An employee=s cash salary shall be equal to said employee's total annual salary less the amount of the pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to SERS based upon the total annual salary, including the pick-up. The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the pick-up. The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the pick-up. The Board shall

compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

F. The pick-up shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall be effective and the pick-up shall apply to all payments commencing with the 1984-85 school year.

H. The current taxation or deferred taxation of the pick-up is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the pick-up will be deferred. If the IRS or other government entity declares the pick-up not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

I. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

ARTICLE 24 - DRUG TESTING

Employees will be paid for a minimum of one hour (1) at their regular rate of compensation when drug testing is required.

Alcohol and drug tests shall be protected as confidential medical records as appropriate under the Americans with Disabilities Act. A test individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol test. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.

ARTICLE 25 – FBI/BCI BACKGROUND CHECKS AND FINGERPRINTS

The Board will annually appropriate $5,000 to reimburse employees for the cost of FBI/BCI criminal record checks and fingerprinting. Reimbursements will be made in the order in which proof of payment is received by the Treasurer's Office. Any unused amount of the reimbursement fund will not be carried over to the next contract year.

The District shall allot $5,000 on an annual basis for payment of FBI/BCI background checks and fingerprints required for members of the bargaining unit as a condition of employment.

ARTICLE 26 – TESTING

Electronic testing will be done during work hours or in-service time.

ARTICLE 27 - DURATION AND EFFECTS OF THE AGREEMENT

This agreement between the New Philadelphia Board of Education and the Ohio Association of Public School Employees Local 391 shall remain in effect upon ratification through June 30, 2014.

OAPSE President	9/12/11 Date
Bus Driver Representative	9/12/11 Date
Food Service Representative	9/26/11 Date
Custodial/Maintenance Representative	9-9-11 Date
Secretarial/Aide Representative	9-9-11 Date
Superintendent	9/16/11 Date
Treasurer	9.14.11 Date
Board President	9.15.11 Date

NEW PHILADELPHIA CITY SCHOOLS
Schedule of Benefits

	NETWORK	NON-NETWORK
Lifetime Maximum Per Person	$2,000,000.00 (Network and Non-Network combined)	
Deductible Single Family	 $100.00 $200.00	 $200.00 $400.00
Out-of-Pocket (excluding deductible) Single Family	 $250.00 $250.00	 $650.00 $1,050.00
If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by $250.00.		
Maximum Daily Room Charge	90%	80% R&C
Private Room Rate	90%	80% R&C
Inpatient Miscellaneous Charges and Inpatient Physician Visits	90%	80% R&C
Preadmission Testing	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Diagnostic X-ray and Lab	90%	80% R&C
Consultation Expenses	90%	80% R&C
Surgical Expense Benefits	90%	80% R&C
Outpatient Surgery and Facility	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Durable Medical Equipment	90%	80% R&C
Inpatient/Outpatient Anesthesia	90%	80% R&C
Ambulance Services	90%	80% R&C
Emergency Accident Treatment	90%	80% R&C
Supplemental Accident Benefit	100% of the first $300.00, then deductible, then payable at:	
	90%	80% R&C
Emergency Illness Treatment	90%	80% R&C
Physician Office Visits	$10.00 copay then 100%	80% R&C
Therapy Services	90%	80% R&C
Chiropractic Care (Calendar Year Maximum: $1,200.00)	90%	80% R&C
Skilled Nursing Care (Maximum: 120 days per confinement)	90%	80% R&C
Home Health Care (Calendar Year Maximum: 120 visits)	90%	80% R&C
Hospice Care (Lifetime Maximum: 180 days)	90%	80% R&C
Organ Transplants	90%	80% R&C
Mental Nervous Disorders Inpatient (Calendar Year Maximum: 45 days) Outpatient (Calendar Year Maximum: 12 days)	 90% 90%	 80% R&C 80% R&C
Alcohol & Substance Abuse Inpatient (Calendar Year Maximum: 45 days) Outpatient (Calendar Year Maximum: $1,200.00) (Maximum allowed per visit: $45.00)	 90% 80%	 80% R&C 80% R&C

	NETWORK	NON-NETWORK
Wellness Benefits Mammogram	$10.00 copay then 100%	80% R&C
Pap Smear (Limited to 1 per Calendar Year)	90%	80% R&C
OB/GYN Exam (Limited to 1 per Calendar Year)	$10.00 copay then 100%	80% R&C
Prostate Exam (Limited to 1 per Calendar Year)	$10.00 copay then 100%	80% R&C
Well Child Care (includes immunizations)		
Birth to Age One (Lifetime Maximum: $500.00)	$10.00 copay then 100%	80% R&C
Age 1 to Age 9 (Calendar Year Maximum: $150.00)	$10.00 copay then 100%	80% R&C
Prescription – Retail Copays	OTC $0/Generic $5/Non-Formulary $25/Formulary $15	
Prescription – Mail Order Copays	Generic $10/Non-Formulary $50/Formulary $30	