NEGOTIATIONS AGREEMENT

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BETWEEN THE

NAPOLEON AREA CITY BOARD OF EDUCATION

AND THE

OAPSE/AFSCME LOCAL 4 AFL-CIO AND ITS LOCAL #314

JULY 1, 2012 – JUNE 30, 2015

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NEGOTIATIONS AGREEMENT BETWEEN THE NAPOLEON AREA CITY BOARD OF EDUCATION AND THE OAPSE/AFSCME LOCAL 4 AFL-CIO AND ITS LOCAL #314

ARTICLE 1
RECOGNITION

1.1 Bargaining Representative

The Board of Education of the Napoleon Area City Schools, hereinafter referred to as the Board, recognizes the OAPSE/AFSCME Local 4 AFL-CIO and its Local #314, hereinafter referred to as the Association as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following unit:

1.2 Bargaining Unit

The bargaining unit includes all the full-time and regular part-time employees in the following positions or classifications: Secretarial, Lunchroom, Custodian/Maintenance, and Bus Drivers with the exception of all supervisors, confidential employees, and substitutes.

Auxiliary personnel hired by Napoleon Area City Schools on behalf of parochial schools shall not be considered a part of the bargaining unit.

Certain secretarial positions have been regarded by the Board and the Association as confidential positions and, therefore, such positions have been excluded from the bargaining unit. The Board and the Association have agreed to "grandfather" the persons presently holding those positions, which persons shall remain outside the bargaining unit so long as they continue to occupy those positions. The Board and the Association further agree that in the event that any such position shall be vacated by the person presently holding that position, the Board will, thereafter, designate that position as a bargaining unit position for purposes of this Agreement.

The positions "grandfathered" outside the bargaining unit and the persons presently holding those positions are:

Transportation Secretary	Brenda Flory
Special Needs Secretary	Patricia Shotwell

1.3 Term of Recognition

The recognition shall remain in effect for the term of the contract.

ARTICLE 2
DISCRIMINATION

2.1 **Non-Discrimination**

No person shall on the basis of sex, race, color, national origin, age, religion, genetic information, and military status or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination in employment, or recruitment, consideration, or selection. Information requested is used only to determine the applicant's ability to meet job criteria and perform satisfactorily.

ARTICLE 3
MANAGEMENT CLAUSE

3.1 **Management Rights**

The Association agrees that all of the function, rights, power, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the District not specifically limited or modified by an express provision or term of this contract shall remain exclusively those of the Board.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection shall be limited only by the specific and express terms of this contract.

ARTICLE 4
ASSOCIATION REPRESENTATION

4.1 **Fair Share**

A. Regular status full-time or regular part-time non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. All employees in the bargaining unit who, upon successfully completing a probationary period, are not members in good standing of the Association shall pay a fair share fee to the Association as a condition of employment. Names of those employees shall be forwarded to the state treasurer of the Association.

The fair share fee shall be an amount which will not exceed the maximum amount which may lawfully be assessed by the Association as a fair share fee. Those bargaining unit members who commence employment at a date later than the normal starting date shall have their fair share fee pro-rated in accordance with months worked.

The fair share payer shall be provided information concerning the fair share fee in accordance with law. Fair share rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be deducted and

paid to the Association. It will be the responsibility of the Association to maintain reporting and rebate procedures in accordance with law.

Payroll deduction of the fair share fee shall begin with the first payroll period following 30 days after receipt of the financial disclosure information by the fair share payer and notice to the treasurer of the Board. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee. With respect to all monies deducted by the Board pursuant to this Article, the treasurer of the Board shall make them available to the state treasurer of the Association immediately following each pay that monies are deducted.

If a bargaining unit member subject to the fair share fee ends employment by resignation or death before all deductions have been made, the unpaid balance will be deducted from their final check. The Board will not be liable for any fair share fee assessed against bargaining unit member leaving employment before the pay date that fails to meet the time requirements of this article. The Board's responsibility under this agreement shall be limited to the deduction of fair share fees, of which the treasurer has been properly notified, from the payroll checks of fair share fee payers. In no event shall the Board become liable for any fair share amount.

This fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law.

C. If the Board requests Association indemnification, the Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this service fee section provided that under this section of the Agreement the Board agrees to permit the Association or its affiliated organizations to designate counsel to represent and defend the Board during the term of this agreement.

4.2 **Payroll Deductions**

A. The Board agrees to deduct the Association dues from the pay of the employees requesting that such deductions be made, and to remit the dues to the state Association treasurer monthly together with a list showing the names of the employees and the amount deducted.

B. Deductions shall be in nineteen (19) consecutive installments beginning with the second (2nd) pay in September. The first deduction shall include the full amount of local dues as well as 1/19th of the State dues. The OAPSE State Office shall notify the Board Treasurer, in writing, prior to September 1 of each year, the amount of local dues to be deducted from each employee. The remaining deductions for the year shall be State dues and sent directly to OAPSE.

C. Bargaining unit members must submit a written authorization for payroll deductions on a form provided by OAPSE to the Board treasurer on or before September 1 of

any year that unit member begins payroll deductions under this Agreement. The Association will hold harmless the Board and its members for any finding against the Board for any deductions.

If dues deduction is not revoked, it shall continue. Such revocation must be in writing and submitted between August 21 and August 31. Those employees who have dues deducted in accordance with this Article and terminate service with the District (other than due to death) prior to complete payment of that year's dues deductions, shall have the remaining monies owed for dues deducted from the employee's final paycheck.

4.3 **Association Leave**

A. The Board agrees to permit two (2) duly elected delegates of the Association, and members holding District or State offices leave for up to three (3) days to attend the OAPSE Representative Assemblies with the continuation of salary. Any District or State Officer will have release time for the state convention with reimbursement from OAPSE for salary and fringe benefits.

B. Bargaining unit members elected or appointed to a governing body of the Association shall be granted leave for the purpose of attending district, state, or national meetings outside the Napoleon Area School District. The total number of Association leave days shall not exceed a combined total of ten (10) days in any given school year. Only two members from any given classification may be absent on Association Leave at any one time.

C. Members granted Association Leave will be paid full salary and benefits while on such leave, but the Board shall not pay any expenses connected with the Association Leave.

D. Members desiring to be released from duty on Association Leave shall submit written requests for such leave on a form provided by the Board. Such requests will be submitted not less than forty-eight (48) hours in advance of the beginning of the requested leave.

4.4 **AFSCME-PEOPLE**

Provided that no fewer than five (5) employees so elect, the Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction, provided a written authorization executed by the employee is given to the payroll clerk. 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. Payroll deductions for AFSCME-PEOPLE shall be made available to all employees.

4.5 **Labor Relations Committee**

Both parties agree to maintain an active labor relations committee.

ARTICLE 5
CONTINUOUS PERFORMANCE PLEDGE

5.1 **No Strike/No Report**

In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the foregoing provisions of this Agreement during the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slowdowns; or interference or interruption with the operations of the schools by any member of the Association.

Likewise, during the term of this Agreement, in the event that the Superintendent or designee notifies members not to report to work during any of the above mentioned events caused by another association, those bargaining unit members will be paid for those normally scheduled work day hours.

ARTICLE 6
GRIEVANCE PROCEDURE/ARBITRATION

6.1 **Definitions**

Grievance – Any claim alleging the violation, misinterpretation, or misapplication of the terms of the negotiated written agreement between the Association and the Board.

Grievant – An employee or group of employees alleging the violation, misinterpretation, or misapplication of the terms of the negotiated written agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group. No reprisals of any kind shall be taken against the employee(s) initiating or participating in these procedures.

Nothing herein contained shall be construed to limit the right of an individual bargaining unit member to discuss a personal complaint with a supervisory person.

The grievant and any representative of the Board may be represented at all stages of the grievance procedure by a person of his/her own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present.

A bargaining unit member engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of pay.

Day – A day shall be defined as one calendar day exclusive of Saturday, Sunday, and holiday vacations. A day includes only scheduled school days or scheduled central office work days during the summer months. Days shall be counted by excluding the day of the act or event and including the final day of the period. A calamity day shall count as one day unless the calamity day coincides with the last day of the time period, in which case the first work day following the calamity day(s) shall be the last day of the time period.

Time Limits – The time limits contained in this Article may be waived by mutual agreement of the involved parties. Unless waived, the time limits are mandatory and any grievance not filed or advanced to the next step within the time provided is waived or deemed settled on the basis of the disposition at the step. If the Administration fails to take action within the time limit specified at any level of the procedures, the grievance shall be advanced to the next level.

Upon mutual agreement, a grievance may be initiated at Level II.

6.2 **Informal**

Prior to filing a formal grievance an employee and/or Union Officer will discuss the issue within ten (10) days from the date the grievant knew or reasonably should have known of the event giving rise to the grievance with the Principal/Supervisor in an attempt to resolve the issue.

6.3 **Level I**

A grievance must be filed within ten (10) days of the informal meeting. The written grievance shall be on a standard form provided by the Board (see Appendix A – Forms). The principal/supervisor shall schedule a hearing to be conducted within five (5) days after the receipt of such request. The time, date, and place of the hearing shall be established by mutual agreement. Within five (5) days after the conclusion of said hearing, the principal/supervisor shall take action; reduce to writing the action taken and the reason for the action. Copies shall be sent to the employee, the president or designee of the Association, and the Superintendent.

6.4 **Level II**

If the action taken by the building principal/supervisor is unsatisfactory to the grievant, they must appeal to the Superintendent in writing within five (5) days. A hearing shall be conducted by the Superintendent or designee within five (5) days after the receipt of the appeal. The time, date, and place of the hearing shall be established by mutual agreement. The Superintendent or designee shall take action within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal/supervisor, and the Association.

6.5 **Level III**

If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be referred to mediation (FMCS).

6.6 **Level IV**

If unresolved at mediation, the grievance may be referred to binding arbitration within thirty (30) calendar days.

A. Selection of Arbitrator – The parties shall jointly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) qualified arbitrators. The Board and the Association shall select a single arbitrator from such panel.

B. Authority of Arbitrator:

1) The decision of the arbitrator with respect to the grievance shall be binding. The arbitrator shall have jurisdiction and authority only to interpret and/or apply the provisions of the negotiated written agreement. The arbitrator shall have no authority to alter, add to, or subtract from the terms of the Agreement or to make any decision contrary to law.

2) The arbitrator shall make his/her report to the grievant, the Board, and the president or designee of the Association. The arbitrator shall be given suggested time line of thirty days after the close of the arbitration hearing to give his/her report.

C. Fees and Expenses – The fee of the Federal Mediation and Conciliation Service, and the fee and expenses of the arbitrator, shall be borne by the losing party. Each party shall otherwise bear all of its own arbitration costs.

ARTICLE 7
SENIORITY

7.1 **Seniority Determination**

Seniority standing in each classification (Secretarial, Lunchroom, Custodian/ Maintenance, Bus Drivers) shall be determined by:

A. Total length of service with the Board in a particular job classification. In the event that this service was interrupted by a transfer to another classification, no more than five years shall have elapsed for consideration of total service and uninterrupted length of continuous service shall be the determinant force.

B. Date of hire by the Board according to Board minutes. If more than one employee in the classification has the same date of hire, then

C. Date service with NAS begins. If more than one employee in the classification has the same beginning date of service, then

D. Date employee's application was received.

Authorized leaves of absence do not constitute an interruption in continuous service.

Current seniority lists of each classification will be maintained by the Board and be available to the Association. Unless the bargaining unit member is employed in two classifications, the employee's name will be listed only on the active classification. For the purposes of reduction in force, only the employee's active classification will be considered.

7.2 **Probationary Period**

Regular employees (excluding casual and substitutes) assigned to bargaining unit

positions and hired after the effective date of this agreement shall serve a probationary period of 60 work days from the first date of service. During the probationary period, the employee will be paid the hourly rate of pay and afforded insurance benefits as provided in this Agreement, but such employee will have no right to a grievance procedure, no right to change positions, no right to bid on any rotation list, no right to leaves except sick leave, military reserve and military active duty leave and jury duty leave, and no expectation of or right to continued employment and such employment may be terminated by the superintendent at any time for any reason or for no reason.

After said probationary period, employees may only be removed in accordance with Article 11, Employee Disciplinary Code.

7.3 **Probationary Status for Previously Hired Employees**

Previously hired employees who are transferred to another position and/or hired for an additional position shall be probationary employees in that position for a period of 45 working days.

If after forty working days of the probationary period and prior to the expiration of the probationary period, the employee, or the Board requests a transfer back to his/her previous position, no reasons or justifications will be required. If the request is made prior to the forty working days of the probationary period, then the transfer may only be made by mutual agreement.

In the event that an individual is transferred back to their prior bargaining unit position, all individuals transferred as a result of the original posted vacancy will revert back to their prior position(s); all employees hired will be terminated. Also a listing of those individuals who initially applied for the original vacancy will be reviewed and the next senior qualified individual will be placed into that newly reopened position. Posting requirements will be waived in this instance.

After said probationary period, employees may only be removed in accordance with Article 11, Employee Disciplinary Code.

ARTICLE 8
JOB VACANCIES/TRANSFERS/ASSIGNMENTS

8.1 **Posting**

A. As used in this Article, a "vacancy" means a full or part-time regular position to which no employee is regularly assigned and which the Superintendent has determined to fill either by the assignment of an existing employee or the employment of a new employee.

B. All vacancies as determined by the Superintendent to be filled shall be posted and filled within thirty (30) work days.

C. Posting shall be in each building, electronically on the District Website, and bus garage for a period of five (5) calendar days exclusive of weekends and holidays during the school term and the month of August. Posting shall be for a period of ten (10) days exclusive of weekends and holidays for the months of June and July.

D. Written announcements of job vacancies will be forwarded to individuals:

1) within classification,

2) not assigned to work during the months of June, July and August, or

3) on an approved leave.

Posting for bus drivers for the Napoleon Area Schools and Four County Summer School programs will only be sent to members that are currently employed as bus drivers or members that currently have a valid CDL. Members that are not assigned as bus drivers must notify the Board of Education office if they currently have a valid CDL to be included on this posting list.

E. The posting will contain the classification, location of work, starting date, rate of pay, hours to be worked, and qualifications as established by the Board.

8.2 **Filling the Vacancy**

A. Any interested bargaining unit member may apply in writing to the Superintendent or designee within the prescribed posting period.

B. When the Superintendent has determined which candidate(s) within a particular classification are qualified for a position within that classification, the employee with the most seniority will be awarded the position. Employees with less seniority may be assigned vacant positions if such assignment is necessary to accommodate a condition of disability or to provide for the return to duty of an employee returning from a leave of absence.

C. If the Superintendent determines that no one within the classification is qualified, then the Superintendent will transfer the most senior qualified employee from another classification.

D. The aforementioned procedures will not be in effect for the positions of kitchen manager/head cook, head custodian or maintenance when it would be accomplished through a transfer to another classification.

E. The aforementioned procedures will not be in effect for employees currently serving on probationary status.

F. The aforementioned procedures will not be in effect if the transfer/employment of the bargaining unit member would result in regularly scheduled overtime.

G. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.

H. If the employee is denied a position based on qualifications, the bargaining unit member may appeal the Superintendent's decision through the grievance procedure.

I. Classified employees may bid on secondary positions subject to the following conditions:

1) Secondary positions cannot interfere with the primary positions (work hours of the two positions cannot overlap);

2) The total hours of the combined position(s) may not total more than eight (8) hours per day;

3) On days that there are delays (for example: weather, two (2) hour teacher meetings, exam schedule, or due to any other reason):

a. Said employee will only report to his/her primary position and a substitute will be called in for the secondary position(s).*

b. Working arrangements will be at the supervisor's discretion.

c. If more than one secondary position(s) is held and a delay does not interfere with the allotted hours for the additional secondary position(s), the secondary position(s) may be worked only if it/they do(es) not interfere with the primary position.

4) Said secondary position will be filled according to the same procedures used to fill any other vacancy as set forth in this Section.

*This provision shall not apply to those employees who hold secondary positions on June 30, 2004.

8.3 **Secretaries**

Daily/yearly work schedule to be determined by the Superintendent in conjunction with the building principal. Office/Library secretaries work approximately 1407 hours per year; Admin./Guidance secretaries work approximately 1449-1820 hours per year depending upon assignments. When circumstances dictate that posted hours must be decreased by 15 minutes or more, the affected employee may exercise seniority rights by moving to a different qualified position to regain as close as possible the original posted hours and lost time. The Board shall pay 100% per year for the renewal of the library secretaries' certificates.

Secretarial personnel will work seven hours per day, Monday through Friday with a lunch period of forty-five minutes including days when school is not in session.

Personnel under contract who are assigned extended time shall receive the same rate of pay for similar work as is paid under this policy.

Additional hours may be requested by the employee and approved by the principal from time to time which may be needed and limited to thirty (30) hours per calendar year.

The school nurse(s) will be the primary individual(s) designated and responsible for dispensing student medication prior to, during, or after the lunch period. However, this

does not preclude the building principal or his/her designee or the building secretary from dispensing medication in the event of the absence of the nurse.

Due to the classification series change (see pay scale) to the secretarial classification the HS Office Secretary Class II will gain approximately 5 (five) days to her contract. The HS Library Secretary Class I will not lose any of her current contracted days. When vacated, the position(s) will be re-evaluated at that time.

8.3-1 **Recess Duty**

Library secretaries shall be required to work no more than 30 minutes of lunch/recess duty per day. The Board acknowledges kindergarten implementation may require duty coverage, internal applications will be considered first.

8.3-2 **Supervision**

Library secretaries shall not be required to supervise more than 30 students in the library at any given time.

8.4 **Lunchroom**

The daily/yearly work schedule is determined by the Superintendent in conjunction with the lunchroom supervisor and is based on assignment and when pupils are in attendance. Work calendars will be distributed to the employee and may be changed only at the discretion of the Superintendent with thirty (30) days written notice.

In the absence of the head cook, the most senior assistant cook at the site will be designated to serve as head cook and shall receive head cook pay. The most senior assistant cook at his/her site will be trained in the head cook duties and responsibilities. In the absence of the head cook, any person designated to serve as head cook, immediately prior to and after a holiday, will receive holiday pay at the head cook rate at their appropriate step.

When a vacancy occurs, the original posted hours shall remain in effect for the remainder of the school year. The one exception would be in the case of an emergency, i.e. large decreases of enrollment where adjustments in hours would be justified.

When circumstances dictate that posted hours must be decreased by 15 minutes or more, the affected employee may exercise seniority rights by moving to a different qualified position to regain as close as possible the original posted hours and lost time.

There will be one head cook in each building; the rest will be assistants. A head cook will have the responsibility of calling a substitute in the case of illness or other absence. The lunchroom supervisor will have the responsibility of calling a substitute cashier in the case of illness or other absence.

At times, the supervisor may request additional catering to be done for events outside the regular school day, i.e. full lunches, banquets, dinners, etc. The adjustment of daily work schedules may be required. This may mean additional time before or after scheduled daily work and/or lighter menus during the work day which will allow for food preparation during the normal work hours. Any extra time within the 8-hour day will be

paid at regular rate of pay. Any additional time beyond the regular work day will be paid at time and a half or comp time earned at time and a half if requested by the employee.

All work hours performed for non-school lunch events will be charged to the group/person or Board of Education requiring the service and not to the school lunch program if additional time beyond the posted school lunch preparation time is required for that catering.

8.4-1 **Breakfast Program**

Preparation and implementation time for the Breakfast Program will be separate from the Lunch Program. The position of Breakfast Cook will be offered first to the Head Cook within the kitchen. If the Head Cook turns down the position of Breakfast Cook, then the position will be offered to the next qualified, senior person within the kitchen. This procedure will be followed until the position is filled.

The cooks and/or cashiers who prepare, serve, clean up, and prepare the paperwork for the breakfast programs, or any additional work that is needed shall be allocated time to complete these processes. This time allocation will be re-evaluated by the Labor Relations Committee if the number of students participating in the breakfast program changes significantly at any school.

8.5 **Custodian-Maintenance**

Custodian and Maintenance positions are for 52 weeks; assistant custodians by assignment.

Daily/yearly work schedules are by assignment as determined by the Superintendent and the buildings and grounds supervisor. For those individuals on full-time assignment, an eight hour work day for a five day period will be a standard work week. Reasonable time for severe weather firing may be approved up to a maximum of four hours per weekend. Normal heating needs must be met. All overtime and work assignments must be approved by the Superintendent or designee in advance. Extreme emergencies can be the only exception.

Any employee working a regular shift between the hours of 6 p.m. and 6 a.m. will receive an additional twenty-five (25) cents per hour shift differential.

If a custodial employee is requested to and does perform work that normally is performed by an employee holding a higher classification, such employee shall be placed on the salary schedule for the position in the higher classification (based upon the replacement employee's experience.)

When a custodial employee performs the duties of the Head Custodian the employee will be selected from within the building on a classification seniority rotation basis (per absence). If no building custodial employee is able to fill the assignment, a substitute custodian may be utilized. If no substitute custodian can fill the assignment, management has the discretion to fill the assignment as necessary.

When any school building is utilized on a Saturday, Sunday or holiday, a custodian may be required to open and close the building. The custodian will be required to clean the building prior to closing the building.

For the purpose of maintenance coverage for events at Buckenmeyer Stadium, the maintenance/mechanic seniority list will be used to assign maintenance/mechanic personnel first to the event. High School custodial personnel second, by seniority. In the case these two groups cannot work the event, it will go to the custodial seniority list of those who signed up for extra duty.

For the purpose of coverage for events at Loose Field NMS/CES custodial seniority list will be used first to assign events. In the case this group cannot work the event, it will go to the custodial seniority list of those who signed up for extra duty.

In the event school is closed because of public calamity or severe weather, the supervisor or principal may request employees to report to work on their regularly scheduled shift, or part of a shift, also second shift employees may be requested to work first shift. An employee will be paid their regular rate of pay and an equivalent amount of compensatory time off with pay. If an employee works part of a work day, the compensatory time shall equal the amount of time worked. Calamity days shall not exceed five (5) school days a year.

Use of compensatory time must be approved on the appropriate form by the employee's supervisor no later than seventy-two (72) hours prior to use. All compensatory days must be used on or before June 30. If it is not possible to take the time off due to the employee's work schedule, the employee will be paid regular rate for all his/her time based on approved time slip in July. The number of employee who may be off on any given day will follow a similar percent as already described in this contract. (See Article 15, Unpaid Leave for Professional Improvement.)

Bargaining unit members who held a boiler operator's license on July 1, 1989 and employees required to obtain licenses will be eligible to have the cost of the renewal reimbursed by the Board. Employees who hold a license to operate a boiler will maintain said license in full force. Failure to do so will result in dismissal. A boiler operator's license will be required of all full time employees at Napoleon Middle School and Central Elementary School.

When circumstances dictate that posted hours must be decreased by 15 minutes or more, the affected employee may exercise seniority rights by moving to a different qualified position to regain as close as possible the original posted hours and lost time.

8.5-1 **Event Coverage**

Custodians will be on duty for the purposes of security, clean up, and unforeseen electrical and plumbing problems. During minor events, clean up time will be allowed at the discretion of the maintenance supervisor.

8.6 Bus Drivers

8.6-1 Rules

Bus drivers must meet, practice, and adhere to the Ohio Pupil Transportation Operation and Safety Rules, Ohio Commercial Motor Vehicle Safety Act Rules, as well as the rules and regulations of the Board and the Ohio Department of Highway Safety.

8.6-2 License Renewal

Bus drivers shall renew their license, complete with a school bus endorsement, in compliance with the Commercial Driver's License rules and regulations. At no time shall the member be allowed to drive for the district if their license expires, at which time the member will be placed on unpaid leave until full requirements are met within thirty (30) working days. Employees may be dismissed after thirty (30) days.

Upon submission of receipt of payment, the Board of Education shall reimburse 100% per year for the renewal of a bargaining unit member's CDL license (including the cost of the driving record abstract), re-certification test, and BCI checks. Drivers must also present a receipt of payment for reimbursement for fingerprinting. This does not include any pre-hire requirements.

8.6-3 Uniforms

All new employees will receive jackets the first year of employment. All jackets shall remain the property of the Board until the employee completes one (1) full year of employment. Drivers will be expected to wear their jackets while on duty unless weather conditions are such that they are unnecessary. The Board will replace or repair jackets as needed.

Work uniform cleaning fee shall be maintained by the Board for the bus mechanic/ maintenance person.

8.6-4 Cost of Physicals

The Board shall pay the cost for any required school physicals by Board appointed physicians. If the employee chooses to go to a physician other than the one appointed by the Board, an amount equal to the fee charged by the Board's physician will be reimbursed. To be eligible for reimbursement, the completed physical form must be submitted to the Board of Education by July 15th. The Association president will be notified of the reimbursement rate prior to the end of the school year.

8.6-5 Responsible To/Work Schedule

Bus drivers are responsible to the Transportation Supervisor for duties and responsibilities. The work schedule will be guided by the days pupils are in attendance.

8.6-6 Student Discipline

Drivers are responsible for maintaining student discipline on the bus. The initial phone call to parents due to discipline problems on the bus shall be made by the bus driver as

soon as possible after the discipline problem occurred. A written report shall also be made and submitted to the Transportation Supervisor.

The Transportation Supervisor shall compensate bus drivers beyond normal working hours to deal with discipline problems that cannot be addressed during the employee's work day.

8.6-7 **Vehicle Cleanliness**

Each driver is responsible for maintaining proper cleanliness in his/her vehicle. Upon the supervisor's request, drivers may be asked to wash the exterior of the busses. If this is beyond the driver's normal working hours, the driver will be paid up to one and one-half (1 ½) hours of regular pay.

8.6-8 **Hours Beyond Regular Route Time**

Under normal conditions and circumstances drivers hours will be from 6:30AM to 8:30AM for the AM routes, and 2:30PM to 4:30PM for the PM routes. Any AM or PM route that can not be completed during the above times must be approved on a case by case basis by the Transportation Supervisor with input from the Driver.

When circumstances dictate that a driver must work beyond the regular route time, the supervisor may approve additional time at regular pay.

8.6-9 **Regular Runs/Field Trips**

Regular bus runs take priority over Field Trips for safety reasons. In the case of an emergency, the supervisor may request a driver to take a field trip or extra trip in lieu of their regular bus run.

8.6-10 **Rerouting**

If rerouting occurs for the District, the drivers will have the option to keep their current route based on seniority. Bumping may occur if a different route is available on a yearly basis.

8.6-11 **Extra Bus Trips**

Driving for extra bus trips must be approved by the Superintendent of Schools and the Transportation Supervisor. Bus drivers who drive for extra bus trips will be paid as per salary schedule.

Drivers are responsible for transporting only authorized personnel unless prior approval is obtained.

8.6-12 **Bus Driver Trainer**

Bus driver trainer(s) position will be bid with the most qualified applicant being selected by the Supervisor with the concurrence of the Superintendent and certified by the State Department of Education. Bus driver trainer(s) shall receive their regular hourly rate of pay for all hours worked.

8.6-13 **Citations/Accidents**

All work related motor vehicle citations and/or accidents are to be immediately reported to the Transportation Supervisor. Any legal action brought against the bargaining unit member as a result of work related actions shall be reported to the Transportation Supervisor.

8.6-14 **Drug/Alcohol Testing Procedures Manual**

The Drug and Alcohol Testing Procedures Manual is a part of this contract.

8.6-15 **Mechanic's Recertification**

The Board shall pay 100% per year for the renewal of the mechanic's recertification.

8.7 **Bus Routes – Regular**

A. The Board agrees that all bus routes that are vacant shall be posted in a conspicuous place within a reasonable time prior to the start of the school term in accordance with Article 8.

B. Bus routes will be listed according to bus number and approximate miles traveled each trip. A minimum of 2 hours A.M., 2 hours P.M., shall be guaranteed. A 15-minute bus pre-trip inspection shall occur prior to any bus departure from the bus lot. This will be part of the 2-hour minimum. Drivers on assigned routes that are below the two (2) hour minimum in length may be assigned other bus driver duties provided the driver's duties in total do not exceed two (2) hours.

C. Drivers may retain previous year's route.

D. In the event at some later date after initial routes are accepted, a new route or a route becomes available, it shall be posted for a period of five (5) days in accordance with procedures.

E. During the school year, the route and/or the time for each route may fluctuate or change as the needs of that regular assigned route change(s). Such change will bring about a corresponding change in the driver's time allotted for his/her regular route(s). Adjustments in routes shall be done by 15 minutes intervals, i.e. routes that fluctuate less than 15 minutes would not change, routes that fluctuate over 15 minutes would be either increased or decreased to the next one-half hour. In the event that a driver is reduced and no equivalent routes are available in the classification, the driver will maintain their present reduced route. No more than two drivers will be affected by any one reduction.

8.8 **Bus Routes - Shuttles**

Definition: Shuttles: Transportation of students from one school building to another during school hours.

Vacate(d): Give up something: to relinquish the assignment of something, resign from something: to withdraw from or surrender a post or route

Shuttle routes which have been granted through bid or part of a bus route under this contract may be only vacated through this procedure:

A. Drivers who have a shuttle route and cannot fulfill their commitment shall meet with the Superintendent and Transportation Supervisor and request in writing to vacate the shuttle route. Should the Four County, IEC, or CBI shuttle be vacated during the school year it will be posted, bid on, and then assigned by seniority.

   If the employer can find a driver replacement through the bid procedure, then the driver will be allowed off the shuttle route(s).

B. In the event that no bus drivers bid for the vacated shuttle route(s), the Supervisor may assign a driver, starting at the bottom of the seniority list.

C. Prior to the end of each school year, but no later than one week prior to the end of the school year the Transportation Supervisor will put up for seniority bid all shuttles with the exception of Four County, IEC and CBI.

   1. Once the seniority bid is completed and all shuttles have been assigned if a driver bids to a different route during the school year he/she may keep their assigned shuttle as long as the new bus route and current shuttle can be fulfilled in the required allotted time.

   2. One week prior to the actual bid day, the Transportation Supervisor will consult with the Local OAPSE President and bus steward to the present the bid sheets to them. The OAPSE President and bus steward will be permitted to give feedback to the Transportation Supervisor prior to him posting the bid sheets.

   3. Bidding will be completed in person, at an agreed upon time between the Union and the Transportation Supervisor. If a driver is unable to be present for the bid (unless for reasons listed below) they forfeit their right to bid and will be assigned the shuttle(s) left unassigned at the end of the bid day.

      a. A daily route that runs later than bid time
      b. A previously scheduled field trip
      c. Additional outside employment (proof of employment will be requested)
      d. Drivers on any type of approved paid leave of absence

In the above instance, the driver may submit a bid form annotating his/her choice. A driver who runs late on his/her regular route due to an emergency will be contacted by phone to bid.

8.9 **Bus Trips – Extra**

A. The Transportation Supervisor shall assign buses and drivers for all extra bus trips.

B. One seniority list shall be established for all extra bus trips which include all bus drivers currently employed in the Classification – Bus Driver.

C. All extra bus trips shall be posted on a weekly basis and shall be awarded on a rotated basis from a posted seniority list.

If the trip has been posted and the eligible driver has not indicated his/her availability (or his/her acceptance) by 9:00AM (or 11:00AM on 2 hour delays) on the school day two days prior to (excluding weekends and holidays) the scheduled trip is to commence, the driver will be marked as refused. The Supervisor will fill the position with the next driver in rotation sequence from the posted seniority list. In the event that the next driver cannot be reached or is not available, the Supervisor will continue to follow the posted seniority list until the position is filled.

Once the deadline to bid on the trip(s) has past, the Supervisor will remove the list, assign the trip(s) according to this article, and repost the list by 2:00PM that day.

In the event that an unexpected field trip is posted that would interrupt the procedure, the trip will be filled from the top of the posted seniority list.

When a trip is cancelled, the driver already awarded that extra trip will retain it if the trip is rescheduled. If the trip is not rescheduled, the driver will be awarded the next available trip on that week's rotation list. If no trip is available, then the driver will be awarded the first available trip on the following week's rotation so as not to interrupt the regular rotation list.

D. Drivers wishing not to drive extra bus trips shall request in writing that their name be removed from the list. However, if the driver remains on the list, there shall be no trading of trips on the list; and if the extra trip is refused for any reason, the driver's name shall be placed on the bottom of the list.

E. Bus drivers will be first offered all extra bus trips that do not interfere with normal routes. In the event that no bus driver is available, then the Transportation Supervisor will obtain a substitute. The individual in charge of the extra trip will determine when the trip is to commence.

F. The Board agrees that at least one chaperone shall be provided for all extra-curricular trips. Failure to supply a chaperone shall automatically cancel the trip with driver receiving one and one-half hours.

G. When a certified staff member or substitute bus driver uses a regularly assigned bus for an extra bus trip, it is expected that the bus will be returned in the same degree of cleanliness as when taken.

H. Bus drivers assigned out-of-district extra trips will be allowed to leave the extra trip site, provided that they obtain approval from the individual in charge of the extra trip, for up to one (1) hour if the duration of the trip at that location exceeds three (3) hours. If the duration of the extra trip at that location exceeds eight (8) hours, up to an additional one (1) hour will be allowed after an additional four hours have elapsed. The bus driver will be responsible for informing the individual in charge of the extra trip of their location. Approval to take the bus away from the extra trip destination must be pre-approved by the Transportation Supervisor.

I. The Transportation Department will establish a summer trip list prior to the last day of each year school. Mailings regarding summer trips will only be sent out to those employees whom signed up on the summer trip list. Mailing will be sent out to each employee on the summer trip list at a minimum of once (1) per month. Trips will be awarded by 11:00 A.M. three (3) working days before the trip is to commence. Summer work days are in accordance with the Superintendent's office schedule. Each employee on the summer trip list will designate one (1) phone number for the Transportation Department to contact the employee regarding summer trips. The summer trip list will start the day school dismisses for the summer break until the posted first work day for the new school year e.g. opening day/breakfast. From that day on all trips will be posted at the bus garage for normal sign up procedures per current contract language.

J. Emergency trips will be assigned from the summer sign up sheet. The Transportation Department will only be required to call employees at the one (1) phone number they have already turned in to the Transportation Department per paragraph I.

8.10 **Timing of Routes**

The timing of routes shall be done by the 3rd week of September. Regular route drivers shall time their own routes subject to approval and verification by the Transportation Supervisor. Timing shall be for two (2) days for regular routes, and for one (1) day for all extra routes (i.e. IEC, CBI, 4 County, etc.). For time purposes, each seven (7) minutes into the quarter hour shall calculate to fifteen (15) minutes. Management reserves the right to re-time any route after the 3rd week of September, should circumstances deem it necessary. Timing procedures will be discussed and worked out with the Union within the scope of reasonableness and fairness.

ARTICLE 9
HOURS OF WORK AND OVERTIME

9.1 **Definitions**

"Full-time" employees, except where otherwise provided in this agreement, are those assigned to eleven or twelve month schedules consisting of 40 hours a week. "Part time" employees are those assigned to work schedules of less than full time.

9.2 **Delay Schedule**

All twelve (12) month Custodian/Maintenance employees shall be expected to report on delay days at their regularly scheduled hours, except when the travel safety of the employee is a concern.

9.3 **Overtime**

Except for regular short-hour employees, the standard work week shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week. All hours over eight (8) in one (1) work day shall be paid at the rate of time and one-half (1 ½). All hours over forty (40) in one (1) work week shall be paid at the rate of time and one-half (1 ½)

and any work performed on Saturdays, if not normally assigned as part of the work week, shall be paid at time and one-half regular pay. If regular short-hour employees work more than eight (8) hours in a day or forty (40) hours in a week, they shall be paid at the rate of time and one-half (1 ½). All work performed on Sunday shall be paid at the rate of double (2) time. All work performed on holidays shall be paid at time and one-half (1 ½) the regular pay in addition to the holiday pay. Except in emergencies (e.g., alarms, break-ins), the Superintendent or his/her designee must give prior approval for any overtime work, work performed on Sundays, and work performed on holidays. Compensatory time may be substituted for overtime with permission of the Superintendent or his/her designee.

If properly submitted, payment of overtime shall be paid the pay period following the pay period in which the overtime was accrued.

Overtime work will be offered first within a classification to qualified employees on a rotating basis by seniority prior to offering overtime work to qualified employees outside that classification or to a substitute. Determination of qualifications will be determined by the immediate supervisor or his/her designee.

A. Bargaining unit members wishing to be assigned overtime for "extra" duties beyond the scope of the normal assignment will sign up on a form by October 1 provided by the immediate supervisor or his/her designee indicating which building or buildings they wish to be assigned overtime. New employees may be added when hired.

B. Bargaining unit members who have signed up for "extra duty overtime" will be placed on a building rotation list(s) according to seniority.

C. Overtime will be offered accordingly:

   1) Qualified bargaining unit members within classification assigned to the building where the "extra duty overtime" is available;

   2) Qualified bargaining unit members with the same classification assigned to another building;

   3) Qualified employees outside that classification or to a substitute.

   4) There will be no trading of positions on the list and if the extra duty overtime is refused for any reason, the employee's name shall be placed on the bottom of the list.

D. As per the negotiated agreement, the immediate supervisor or building principal will determine qualifications for the work to be performed.

9.4 **Flexible Work Schedules**

With the approval of the administration, flexible work schedules may be periodically approved for non-student work days, i.e. Christmas and spring breaks and between June 15 through August 10.

ARTICLE 10
JOB SECURITY

10.1 **Lay-Off**

Except in an emergency, all bargaining unit classifications and positions shall be filled by employees of the Board.

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, or lack of work, the following procedure shall govern such lay-off.

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

Whenever it becomes necessary to lay off employees by reasons as stated above, probationary employees within the affected classification shall be laid off first. It is understood probationary employees need not be laid off in the order of their length of service, but may be chosen at the Board's discretion.

If conditions require further layoff, employees with seniority standing in the affected classification will be laid off in inverse order.

The Board shall determine in which classification the layoff should occur and the number of employees to be laid off.

Twenty days prior to the effective date of layoffs, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. For the purpose of this article seniority is defined as: District Seniority is the length of continuous service with Napoleon Area City Board of Education beginning with the last date of employment. Classification Seniority is defined as the length of continuous service with the classification. Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall state the following:

A. Reasons for the layoff or reduction.

B. The effective date of layoff.

C. A statement advising the employee of their rights of reinstatement from the layoff.

D. Employees must exercise his/her bumping rights within five (5) work days prior to the effective layoff day.

E. The identified employee(s) shall be laid off from her/his current position. An individual affected either directly or indirectly to a layoff is entitled to exercise his/her seniority displacement rights by displacing the least senior employee with equal or lesser hours in an attempt to re-coup a position as close to the hours for which they originally have in his/her same job title in the same classification (See Article 7.1)

F. Refer to Ohio Revised Code Section 124.322 for any other scenarios not covered by this Article.

10.2 **Recall**

For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

No employee on recall shall be offered a vacant position with the Board until currently employed employees within that classification have exhausted their right to bid on the vacancy in accordance with Article 8 Job Vacancies/Transfers/Assignments.

Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Any employee who accepts an offer of recall must be able to perform the job duties within fourteen (14) days from the date of recall.

Recall will be made by certified mail to the last known address, return receipt requested, unless phone contact can be made. Response to the offer of recall must be within five (5) work days of receipt of the recall request. Failure to respond with 21 calendar days between the mailing and response shall be interpreted as a decline.

The employee's name shall remain on the appropriate list for a period of sixteen (16) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE 11
EMPLOYEE DISCIPLINE

11.1 **Employee Discipline**

Where appropriate, principles of progressive discipline shall be followed. Not in every incident is progressive discipline appropriate and the circumstances of each offense must be taken into account. In those more serious incidents, the Superintendent or designee shall determine when the offense warrants some different response.

Whenever the Superintendent or designee determines that an employee's conduct warrants a disciplinary action resulting in a suspension or recommendation for termination, a pre-disciplinary conference will be scheduled. In this meeting, the employee and the administrator/supervisor shall have the right to have a representative of his/her own choosing present. Employees may attach a letter of rebuttal to any letters of reprimand that would be placed in their personnel file.

The Superintendent or his designee may suspend an employee for up to five (5) days without pay and/or recommend to the Board of Education termination for incompetency, inefficiency, dishonesty, immoral conduct, illegal use of a controlled substance or drunkenness, neglect of duty, insubordination, violation of reasonable regulations of the Board of Education or reasonable directions issued by the employee's supervisor, misconduct or failure to perform the requirements of the position.

If the suspension or recommendation of termination is a result of the suspected use of alcohol, the employee will submit to appropriate testing procedures.

Termination and disciplinary suspensions will be subject to appeal through the grievance procedure of this agreement. It is understood by both parties that regular status employees have recourse only through the grievance procedure and cannot and will not also pursue actions through civil or court proceedings. The arbitrator will allocate the arbitrators fees and expenses to that party which did not prevail.

Notwithstanding the above, the employer may temporarily suspend an employee pending the disciplinary conference if his/her conduct or physical condition presents a threat to the safety, health, or welfare of the employee or other employees, the public or the operations of the system. Such temporary suspensions shall be without pay, unless the employee is subsequently cleared of the charges; in which case, the employee shall be paid for all regular hours of compensation lost during the period of the temporary suspension.

It is understood by the parties that employees in their initial probationary period may be disciplined or terminated for any reason during their probationary period and shall not have appeal over such action.

Unless serious in nature, the Superintendent or designee will not consider any prior disciplinary action taken against the employee that is more than 18 months before the occurrence upon which the current disciplinary action is based.

Cameras will not be used to evaluate employee work performance. Such evaluation will be based on other forms of assessment and will only be used as support of personal observation.

ARTICLE 12
HOLIDAYS

12.1 **Holidays**

Employees will receive holiday pay for all scheduled holidays that fall in their work year. Recognized holidays include: New Year's Day; Martin Luther King Day; Good Friday; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving, Christmas Eve Day, Christmas Day.

Twelve month employees will be paid holiday pay for Christmas Eve.

All work performed on holidays will be paid one and one-half times (1½ x) the regular pay in addition to the holiday pay.

An employee who works on a holiday shall receive a minimum of one and one-half hours report pay.

Request forms may be available electronically, use of these forms will not be mandatory.

12.2 **Spring/Christmas Break**

No more than two (2) employees per classification will be allowed to take vacation during Spring Break or Christmas Break with or without pay. The employee must submit the vacation request at least ten (10) workdays prior to the requested first day of vacation to the Superintendent for review and approval. The Superintendent or his/her designee shall have the right to assign work and employees to other locations to ensure proper coverage during these breaks.

ARTICLE 13
VACATION

13.1 **Vacation Earned**

Each bargaining unit member assigned to a 12 month position shall be eligible for a paid vacation leave upon the attainment of the anniversary of employment according to the following schedule:

2 weeks for employee who has one year of service
3 weeks for employee who has eight years of service
4 weeks for employee who has fifteen years of service
5 weeks for employee who has twenty-five years of service

13.2 **Two Weeks Vacation**

Bargaining unit members who accrue vacation leave will submit a requested vacation leave schedule to the immediate supervisor not later than twenty (20) days prior to the requested use of a two week vacation. No more than two (2) bargaining unit members in any one classification will be eligible for vacation leave at the same time. No bargaining unit member will be approved for more than two consecutive weeks of vacation leave at one time.

13.3 **Vacation Requests**

All vacation leave requests will be submitted to the bargaining unit member's immediate supervisor for approval. Upon approval of the supervisor/principal, the superintendent will consider approval of a request for vacation leave. A request for vacation leave shall be submitted for approval by the Superintendent no less than forty-eight (48) hours (24 hours if request is for two (2) vacation leave days or less) in advance of the requested leave. Request forms may be available electronically; use of these forms will not be mandatory.

13.4 **Vacation Leave Restrictions**

Vacation leave will not be approved if the absence of the bargaining unit member would result in hardship to the school district or disruption of the school schedule. Employees shall not be permitted to schedule vacation time one week after the conclusion of school and two weeks prior to the start of the school year. Exceptions shall be made with prior permission of the building principal and the Superintendent or his/her designee.

13.5 **Vacation Carry Over**

Any person eligible for vacation leave shall be permitted to carry over into the next year (January 1) not more than the amount of vacation earned during their contract year (converted to hours as provided in Article 13.6). Employees shall forfeit their right to take or to be paid their vacation leave in excess of this article.

Twelve (12) month employees earning five weeks of vacation annually shall only carry over a maximum of four (4) weeks vacation regardless of how many years he/she has with the District.

13.6 **Vacation Days Conversion to Hours**

The accumulation, use, and deduction of vacation leave shall be converted from days to hours according to a prorated formula which takes into account the number of hours worked in each assignment. Vacation leave will not be credited or deducted in increments smaller than four (4) hours.

ARTICLE 14
SICK LEAVE

14.1 **Accumulation**

Each bargaining unit member shall be entitled to sick leave credited at 1.25 days for each month for a total of 15 days during the year. A day for the purpose of this article will be equal to the number of hours per day the bargaining unit member is regularly scheduled to work. All days of sick leave will be converted to hours. Part-time employees would accumulate hours corresponding to their assignment.

The accumulation, use, and deduction of sick leave shall be converted from days to hours according to a prorated formula which takes into account the number of hours worked in each assignment.

Sick leave will be deducted in increments smaller than two (2) hours for those employees with regularly scheduled work days of less than two hours and who work in only one job.

Sick leave will be deducted in the amount of his/her scheduled work shift in the case of employee working in more than one job, i.e. A.M. Bus Route, P.M. Bus Route, Kindergarten Route, Cashier, Cook, Custodian.

Sick leave will not be deducted in increments smaller than two (2) hours for employees who work only one job in the Classifications – Secretarial and Custodial.

Sick leave will not be deducted in increments smaller than the amount of the employees' scheduled work shift in the Classification—Lunchroom if the employee is regularly scheduled to work three (3) hours or less.

14.2 **Use of Sick Leave**

Prior to the use of sick leave, the employee shall notify their immediate supervisor or, if not available, their principal or the Superintendent. The sick leave may be used by the employee for absence due to:

A. Personal illness, illness or disability due to pregnancy, adoption, injury, exposure to contagious disease which could be communicated to other employees (quarantine).

B. Attend to illness in the employee's immediate family. Immediate family is defined as one's spouse or dependent children, grandchild that is living in the household, or any person living full time in the domicile of the employee and dependent upon the employee and/or spouse.

C. Attend to illness to mother or father. Pay for ten (10) working days per year shall be allowed.

D. Attend to illness to immediate relative which includes non-dependent children, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, or anyone who has virtually held the position stated herein. Pay for five (5) working days per year shall be allowed.

E. Death and burial of a member of the family.

1) For immediate relative—mother, father, grandmother, grandfather, sister, brother, husband, wife, child, grandchild, mother-in-law, father-in-law, or anyone who has virtually held the position of parent or child. Pay for five (5) consecutive working days shall be allowed. Additional days for travel in excess of three hundred miles may be awarded at the discretion of the Superintendent.

2) For less immediate relatives—uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law. Pay for one (1) day plus travel time shall be allowed.

3) If the member of the family under "b" classification above was a permanent member of the employee's home, then the allowance shall be (5) full days.

F. Attendance to funeral of a friend. One (1) day shall be allowed for the funeral of a friend. Additional days for travel in excess of three hundred miles may be awarded at the discretion of the Superintendent.

G. Adoption. Up to twenty (20) consecutive work days in connection with the adoption of a child. Additional days may be awarded at the discretion of the Superintendent.

14.3 **Written Statement for Use of Sick Leave**

Personnel absence forms may be secured from the employee's supervisor/principal. Each bargaining unit member is required to furnish a written, signed statement on such prescribed form to justify the use of sick leave. Request forms may be available electronically, use of these forms will not be mandatory. After five (5) consecutive workdays of personal sick leave absence, the Superintendent or designee may request a signed statement from the bargaining unit member's attending physician justifying the use of sick leave and/or indicating the expected date when the bargaining unit member will be capable of returning to work. Unused sick leave may be accumulated up to 230 workdays. An employee who has accumulated unused days of sick leave in another public agency in Ohio (since 1949) shall present a properly certified record of these days upon employment in this school system. This number of unused days of sick leave on such record shall be credited to his/her accumulated record while employed in this school system provided that such re-employment takes place within ten (10) years of the last termination of public service. Sick leave transfer requests must be in writing from an authorized person from the other public agency.

14.4 **Advance of Sick Leave**

Newly employed bargaining unit members who have no accumulation of sick leave and other bargaining unit members who have exhausted all accumulated sick leave may be advanced up to five (5) days sick leave in any fiscal year to be charged against sick leave subsequently accumulated. No bargaining unit member may have more than a total of five (5) days advanced sick leave at any time. Advancements of sick leave outstanding at the time the member leaves Board employment will be repaid from the member's final pay.

14.5 **Leave of Absence**

After exhaustion of all available sick leave, the bargaining unit member will apply for a leave of absence which may be granted for not more than one calendar year and renewed for one additional calendar year.

14.6 **Medical Statement**

The Superintendent may, at any time, require an employee of the Board to furnish a certificate from a licensed medical physician, stating that he/she is physically and mentally qualified to fulfill required duties or to return to work after a sick leave. The examination may be made by the employee's own physician; however, the Board reserves the right to designate a physician to make the examination.

ARTICLE 15
OTHER LEAVES

15.1 **General Information re: Leaves**

Individuals on any approved unpaid leave may continue any and all of their group benefits allowed under COBRA for the duration of said leave providing they reimburse

the insurance carrier for premium costs the beginning of each month. This will be at no cost to the Board.

Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted, he/she should immediately make said request to the Superintendent prior to the expiration of the date of termination.

Unless otherwise provided in this Article, the superintendent shall have discretion to approve or disapprove any leave request.

Any member of the bargaining unit returning from disability leave or personal sick leave consisting of more than fifteen (15) consecutive days may be required to provide evidence of ability to return to duty and perform the normal duties of the employment prior to return to service.

All leaves are unpaid unless expressly designated as paid leaves in this Article. No unpaid leaves will be authorized except as provided in this agreement or at the discretion of the superintendent. Unless otherwise provided, all leaves will be requested in writing not less than forty-eight hours in advance of the commencement of the leave.
Any bargaining unit member absent by reason of leaves authorized under this article for less than one school year shall, upon return from such leave, be assigned to the position held at the time the leave commenced if that position is then filled by a substitute employed to take the place of the member returning from the leave, or by another employee who filled the 'temporary vacancy'.

Upon return to service at the expiration of an approved leave of more than one year, the employee shall resume the contract status which he/she held prior to such leave and shall be assigned to a position within his/her classification.

Absences for any reason must be reported on the personnel absence slip indicating actual time lost and reasons for same. Request forms may be available electronically, use of these forms will not be mandatory.

All paid leaves of absence slips must be submitted to the Treasurer not later than the Friday before pay day for all scheduled leaves of three (3) days or more. Failure to submit absence slips on time will result in the absence being treated as unpaid leave for payroll purposes.

An employee on leave of absence shall retain his/her accumulated sick leave. However, he shall not accumulate any additional days of allowance during the leave of absence, excluding sick leave.

15.1-1 **Family Medical Leave Act**

Notwithstanding any other provision in this Agreement to the contrary, the Board and the Association reserve all rights and responsibilities under the Family Medical Leave Act of 1993 (the "FMLA") provided that any leave taken pursuant to the FMLA shall not be in addition to any leave set forth in this Agreement or as otherwise required by law.

15.2 **Assault Leave**

The Board will grant assault leave to bargaining unit members absent due to a physical or psychological disability resulting from assault under the following conditions:

A. Any bargaining unit member who is absent from his/her duties due to a disability resulting from an assault which occurs in the course of the employee's Board employment.

B. The employee shall furnish a signed statement on forms prescribed by the Board justifying the use of assault leave. Likewise, the employee must furnish a certificate from a licensed physician stating the nature of the disability.

   Assault leave shall be granted for up to ten (10) days. Additional days may be granted upon submission of doctor's certification of need.

15.3 **Disability Leave**

Disability leave for personal illness, surgery, injury, pregnancy, childbirth, or related medical conditions shall be granted without pay in accordance with the Ohio Revised Code, Section 3319.13 upon the written request of the employee.

The request for such leave shall be delivered to the Superintendent stating the period for which the leave is requested, and shall be accompanied by, or promptly followed by, a written statement from the employee's physician setting forth the reason for the requested leave and the probable duration of the disability. A bargaining unit member must notify the Superintendent in writing no less than twenty work days prior to his/her return to duty.

Leave shall be granted for a period not to exceed one (1) year, but for no longer than the period of disability. If the disability continues, the employee may make a written request for an additional leave and shall support such request with a second written statement from the physician as to the medical condition of the employee and the probable period of disability. The total period of leave granted for disability shall not exceed two (2) successive school years.

A bargaining unit member on unpaid disability leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

15.4 **Disability Leave (Unrequested)**

The Board may, for just cause, grant unrequested leave of absence and renewal thereof to any bargaining unit member for reasons of physical or mental disability or other reasons as determined by the Board in accordance with Section 3319.13 and 3319.16 of the ORC. Such bargaining unit member shall have the right to a hearing on such unrequested leave of absence or its renewal.

A bargaining unit member on unrequested disability leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

A bargaining unit member can request to return from unrequested leave by submitting this request in writing, accompanied by or promptly followed by, a written statement from the employee's physician setting forth a certification that the employee is able to return to work on the same status as prior to the unrequested disability leave. The Board shall review this request at its next regularly scheduled meeting.

15.5 **Legal Obligations**

The Board will grant leave with pay to those members of the bargaining unit in the case of jury duty. If on jury duty, pay for days of such absences shall be based on the difference between the employee's regular compensation and the remuneration received for serving as a juror. The Board will also grant leave with pay to those members of the bargaining unit when subpoenaed or required to make a court appearance (other than personal criminal prosecution if found guilty) for Napoleon Area Schools related matters. At no time will a bargaining unit member be paid for absence from duty while testifying in matters adverse to the Board if the member is subpoenaed by or called on behalf of the Association or any of its individual members and the decision rendered is in favor of the Board.

Bargaining unit members required by subpoena to attend court proceedings on non-school related matters will be paid for up to two (2) days of required attendance in an amount equal to the employee's regular daily rate of pay. Unpaid leave will be granted for required attendance beyond the two paid days. Additional days may be granted at the discretion of the Superintendent.

15.6 **Military Leave**

Military leave shall be granted in accordance with Section 3319.08.5 of the Ohio Revised Code.

15.7 **Parental Visitation Leave**

Bargaining unit members will be entitled to a paid leave of absence of up to one day per school year (regardless of the number of children the member may have in school) for the purpose of visiting a child's (or grandchild's) classes in pre-school and grades K-12 (excluding field trips or field days), kindergarten clinic, or attending college graduation, or other scheduled college activities as approved by the Superintendent. No more than ten (10) percent of the bargaining unit members will be granted personal leave or parental visitation leave on the same day.

15.8 **Parental Leave (Unpaid)**

The Board shall grant bargaining unit members an unpaid parental leave not in excess of one (1) year for the direct necessary care of an infant child, newly adopted child, or a child suffering from a serious extended illness. At no time may more than three (3) members of the bargaining unit be on approved unpaid parental leave at the same time; at no time may both parents be on parental leave at the same time; and only two (2) unpaid parental leaves will be awarded each bargaining unit member. Leave may be requested and granted in increments not to exceed one (1) full year. A written request stating the reason and duration of the leave must be submitted to the Superintendent as far in

advance as when the reason is known for action at the next regularly scheduled Board meeting. Requests will be considered on the basis of seniority. A bargaining unit member on an unpaid parental leave of absence who wishes to return to duty shall notify the Superintendent in writing of such intention no less than twenty (20) days prior to his/her return to duty. If such request is not made, the bargaining unit member shall be considered as having severed his/her employment with the schools.

A bargaining unit member on unpaid parental leave shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

15.9 **Personal Leave**

Each bargaining unit member will be allowed three (3) days of unrestricted leave during the school year (not to be accumulated) without loss of salary to conduct personal matters. These days will be prorated based upon when the employee was hired during the school year. Three (3) days if hired before the school year starts until the end of October, two (2) days if hired November 1st through February 15th, one (1) day if hired February 16th through May 1st, and zero (0) if hired after May 1st. Personal leave shall not be used to extend holidays, recesses, (defined as any break in work days including the beginning and end of each school year, or any period of excused absence.

An employee must apply for all personal leave day(s) by completing the appropriate form and submitting it to his/her immediate supervisor or designee for approval as far in advance of the expected absence as possible. Notice must be received forty-eight (48) hours in advance of the day(s) to be taken except in the case of emergency in which the 48-hour requirement may be waived. The immediate supervisor or designee shall consider approval or denial of the leave request prior to the time of the leave. In the event of an emergency which precludes the employee from contacting the immediate supervisor or designee, retroactive leave may or may not be granted. No more than two (2) individuals in any classification may be absent on any one day for personal leave.

Bargaining unit members will be paid fifty percent (50%) of their daily rate of pay for each personal day not used. The payment for these days will be received on the second pay in July.

The accumulation, use, and deduction of personal leave shall be converted from days to hours according to a prorated formula which takes into account the number of hours worked in each assignment.

Personal leave will be deducted in ½ day increments. Those employees with regularly scheduled workdays of less than two hours and who work in only one job, a personal day must be taken in a whole day increment.

Personal leave will be deducted in the amount of his/her scheduled work shift in the case of employee's working in more than one job, i.e. A.M. Bus Route, P.M. Bus Route, Kindergarten Route, Cashier, Cook, Custodian.

Personal leave will not be deducted in increments smaller than the amount of the employees' scheduled work shift in the Classification – Lunchroom if the employee is regularly scheduled to work three (3) hours or less.

All personal leave must be used prior to requesting any unpaid leave days.

15.10 **Political Leave**

Any bargaining unit member who wishes to become a candidate for public office and serve in such elective office shall be allowed a leave of absence without pay in order to run for, or serve in, public office.

The request for such a leave shall be submitted and granted by half year or yearly intervals.

15.11 **Professional Improvement (Unpaid Leave)**

The Board will permit bargaining unit members to take an unpaid leave of absence not in excess of one (1) year in length for professional improvement. Leaves may be requested and granted in increments not to exceed one full year. A written request stating the reason and duration of the leave must be submitted to the Superintendent not less than twenty (20) days prior to the requested leave. If a bargaining unit member requests an early termination of his/her leave, the Board shall have the option of approval or disapproval. A bargaining unit member on unpaid leave for professional improvement who wishes to return to duty at the conclusion of his/her requested leave shall notify the Superintendent in writing of such intention no later than twenty (20) days prior to his/her return to duty. If such request is not made, the bargaining unit member shall be considered as having severed his/her employment with the schools.

A maximum of three (3) percent (to the lesser whole number) of the bargaining unit members may be on leave for professional improvement at any one time.

A bargaining unit member must complete five (5) years of service in the Napoleon Area Schools before a leave for professional improvement may be granted. Only one such leave shall be granted the member during any five (5) year period thereafter.

One (1) school year of study shall be counted as one (1) year of experience on the salary schedule if the employee has furnished the Board with a transcript and the employee maintained a full-time student status per term. The transcript shall also reflect successful completion of all hours attempted.

A bargaining unit member on unpaid leave for professional improvement shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

15.12 **Professional Leave**

Bargaining unit members are encouraged to attend professional meetings.

In order to request attendance at these meetings, the following procedures shall be used: Written request shall be submitted to the Superintendent not less than forty-eight (48) hours in advance of the requested leave. The Superintendent, at his/her discretion, shall have authority to grant such requests without loss of pay, with or without payment of expenses, or not to grant the request for professional leave. Bargaining unit members may request up to two days per school year of professional leave to attend workshops,

conferences, clinics and other professional presentations directly related to the member's duties. Such leave will not be authorized for the purpose of attending contests or athletic events. All such requests will be submitted and considered in the same fashion as all other professional leave requests under this Article.

If authorized, transportation, meals, lodging, and registration expenses may be paid by Bargaining unit members will not be denied professional leave based on absences for assigned duties other than professional leave.

The Superintendent may require bargaining unit members to attend professional meetings which do not require overnight lodging or weekend commitment. If required, at least forty-eight (48) hours advance notice will be provided and all reasonable and necessary expenses may be paid by the Board.

The Board may schedule up to an equivalent of two (2) days (16 hours) of in-service/employee classification meetings for which bargaining unit members will be compensated their hourly rate of pay for time actually spent in attendance, i.e. waiver days. Written notice of the date shall be provided by the Superintendent or designee to the Union no less than 30 days before any scheduled in-service.

15.13 **Unpaid Leave**

An employee shall be eligible for up to three (3) days of unpaid leave per year. Not more than two employees may be on this type of leave simultaneously. Unless waived by the Superintendent, at least 48 hours notice shall be provided by the employee. Leave for more than three (3) days may be granted at the discretion of the Superintendent and is not subject to Article 6, Grievance Procedure.

15.14 **Unpaid Leave of Absence**

Upon request by a member of the bargaining unit, the Board shall grant an unpaid leave of absence for up to one year for the following:

A. For professional growth which shall include travel, professional study, or other pursuits that will improve employee competency. A tentative professional growth plan will be submitted that outlines the potential educational benefits for Napoleon Area Schools. Upon return, a final report will be submitted that includes specific in-service or staff development activities to be completed by the bargaining unit member upon his/her return to the district. The professional growth plan will be mutually agreed to by the bargaining unit member and Superintendent.

B. To conduct matters related to a political office to which he/she is elected or appointed or be employed by a professional association.

Duration: The application shall be submitted to the Superintendent no later than thirty (30) days prior to the commencement of the leave.

In the event of extenuating circumstances, the thirty (30) day notification period shall be waived. No more than two (2) members of the bargaining unit may be approved at one time except at discretion of the Superintendent.

The Superintendent and employee shall meet to discuss the period of time requested for the unpaid leave. The bargaining unit member shall state their expected return date on their application for the unpaid leave. Attempts will be made to minimize disruption to the work process by leaving and returning at the beginning of a contract year.

If the bargaining unit member desires to extend the leave of absence, such notice shall be filed with the Superintendent. The Superintendent and bargaining unit member shall meet to discuss the extension with the final determination for extension to be the Superintendent's decision.

The bargaining unit member shall remain at the pay step commensurate with where they were prior to a leave.

ARTICLE 16
INSURANCE AND OTHER BENEFITS

16.1 General Provisions

A. Insurance Carrier – The Board will determine the insurance carrier(s) or plan administrator(s) (in the event of self-funded plan) if any, who will provide or administer the benefits set forth in this agreement. The carrier or plan administrator may be changed from time to time as determined by the Board provided that the benefit levels provided herein will not be reduced as the result of such change. The Association will be notified prior to any change in insurance carrier for any insured health benefit provided in this agreement.

B. Part-Time Employees – Bargaining unit members who are regularly scheduled to work less than full-time will receive Board paid contributions to their insurance coverages in amounts prorated in accordance with the schedule noted within each insurance.

C. Employee Contributions – Unless otherwise provided, any employee contributions to the purchase of insurance benefits provided in this agreement will be made by payroll deduction. Bargaining unit members for whom such deductions are required will execute the necessary forms authorizing the treasurer to make those deductions.

16.2 Life Insurance

The Board will provide a $40,000 group term life insurance policy for each member of the bargaining unit at no cost to the member.

16.3 Vision Insurance

The Board shall provide family or single vision insurance protection with coverage provided under specifications listed in Plan 1A available through NBEC for each member of the bargaining unit at no cost to the member.

16.4 Dental Insurance

The Board will provide family or single dental insurance protection for all employees in the bargaining unit and his/her eligible dependents.

The Board paid monthly contribution for all bargaining unit members hired on or before December 31, 2004, will be as follows:

50% - From 0 up to 15 hours per week
75% - From 15 up to 30 hours per week
100% - 30 or more hours per week

The Board paid monthly contribution for all bargaining unit members hired after December 31, 2004, will be as follows:

50% - From 0 up to 20 hours per week
75% - From 20 up to 30 hours per week
100% - 30 or more hours per week

16.5 **Health Insurance**

The Board will make available Access Plus 1A health insurance plan and a High Deductable Health Plan with a Health Savings Account (HDHP/HAS) to all eligible bargaining unit members. HDHP will be offered January 1, 2013.

The monthly fee the member will be required to pay for family coverage for Access Plus 1A until January 1, 2013 will remain at $40.00. After January 1, 2013 refer to the Health Care chart for premiums.

Spouses of bargaining unit members who have coverage available through another source will only qualify for secondary coverage under the Board's plan.

Current Employees who choose to enroll in the HDHP (HSA) will receive a dollar for dollar match contribution by the Board up to the maximum contribution amounts by the Board listed below:

	Single	**Family**
First contract year	**$750.00**	**$1500.00**
Second contract year	**$375.00**	**$750.00**
Third contract year	**$250.00**	**$500.00**

See Healthcare chart in the appendix of this contract.

16.5-1 **Opt-Out Provision**

Bargaining unit members who work 20 or more hours per week, and therefore qualify for the Board-sponsored health insurance plan,(if hired before 12/31/2004 they qualify if they work 15 hours or more and if hired after 12/31/2012 they must work 25 hours to qualify) who choose not to enroll in the Board-sponsored health insurance shall be paid $500 if the bargaining unit member qualifies for a family plan or $250 if the bargaining unit member qualifies for a single plan. Such payment shall be made one time per year. This cash, in lieu of insurance coverage option, is not available to bargaining unit members that are receiving retirement benefits through SERS or any other state-sponsored retirement plan or those employees whose spouse is employed by the Board and is currently receiving health insurance coverage through a Board-sponsored plan.

16.5-2 **"ME TOO" Clause**

Notwithstanding any provision of this Agreement to the contrary, the Association and the Board agree that the Association shall have the benefit of any other health insurance plan that may be negotiated with any other Napoleon School District collective bargaining unit. In the event that any such plan shall be agreed to, the Board will provide the same plan to the Association on terms no less favorable than those provided in this Agreement. Prior to implementing any such plan, the Board shall notify the Association of the plan change and the conditions under which such plan shall be provided to members of the Association's bargaining unit not less than thirty (30) days prior to any such change. Any new health insurance plan shall be substituted in place of the plan provided in this Agreement.

16.6 **Severance Pay**

Severance pay shall be a one time, lump sum payment to eligible employees according to the following provision:

Eligibility – An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

A. The individual retires from the school system.

B. Retirement = disability or service retirement under SERS in Ohio.

C. The individual must be eligible for disability or service retirement as of the last date of employment.

D. The individual must within 120 days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

E. Must have not less than five years of service with Napoleon Area Schools.

F. Must sign for severance check certifying all eligibility criteria have been met.

G. In the event a bargaining unit member passes away, any severance payment will be made to the spouse/estate of the deceased. For this payment all other requirements shall be waived.

16.7 **Severance Pay Benefit Calculation**

A. Upon the certification of the Superintendent, the Board will grant to all qualifying employees at the time of their retirement, severance pay. The severance pay will be based on twenty-five percent (25%) of the member's accrued but unused sick leave not to exceed a total of 220 days for a maximum severance payment of 55 days pay.

B. The product obtained in (a) above shall be multiplied by the hourly rate of pay of the retiring employee times the hours worked per day at the time of retirement.

C. Receipts of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

D. Employee must show proof of retirement and sign a certificate of retirement.

16.8 **Payment of Severance Benefit**

Payment will be made in one (1) lump sum to the person entitled thereto; and shall be made after the employee receives his/her first retirement check from the retirement system. This payment shall be paid within forty-five (45) calendar days following proof of the issuance of the retiree's first retirement check being provided to the Treasurer. Payment to an estate will be made within fifteen (15) working days of submission of the death certificate.

16.9 **Tuition Reimbursement**

The Board will provide $3,000.00 per year during the term of this agreement for a tuition/training reimbursement program. The purpose of this program is to provide tuition reimbursement for completing college courses or adult education courses on the employee's own time that could either improve current job skills or prepare employees for promotional opportunities within the school system.

The course must be approved by the Superintendent or designee before the course begins. Reimbursement to the employee will occur after successful completion of the course and a receipt of payment and course transcript is provided to the Superintendent's Office. Reimbursement will be in the amount of $80.00 per credit hour, or in the case of an adult education class, the amount of the class not to exceed $100. Once the appropriate documentation is received, the employees will be reimbursed in the next pay period.

16.10 **Section 125 Cafeteria Plan**

Whereas the Board of Education has in place a benefit plan as provided under Section 125 of the Internal Revenue code (the Plan). Be it agreed by both parties that the Plan will include those benefits established in the negotiated agreement and, to the extent permitted under current regulations, provide for the pre-tax payment of any contributions required from bargaining unit members for the purchase of those benefits. Any such Plan will be subject to change in the event of a change in the applicable tax laws or regulations. The Association will be notified prior to the implementation of any such change.

ARTICLE 17
COMPENSATION AND REIMBURSEMENTS

17.1 **Payroll Practices**

Pay Period—Checks will be distributed on a bi-weekly basis. Wages will be paid over twenty-six (26) payrolls, except for employees working fourteen (14) hours a week or less. In the event that it becomes necessary to adjust the pay period schedule to comply with state law, regulations, or directives of the auditor of state, the pay periods shall be adjusted only after the Association has been given prior notice and an Association representative has been given an opportunity to meet with the Superintendent to discuss

adjustments. It will be the responsibility of the bargaining unit member to immediately notify the payroll clerk of any inaccuracies of pay. If all other District employees and bargaining units agree to a 24 pay schedule OAPSE will agree to the change and work with administration to establish a suitable pay schedule.

All bargaining unit members shall have their paychecks direct deposited into a financial institution. Bargaining unit members shall be able to deposit into three (3) separate accounts if they so choose.

Contributions to SERS shall be annuitized.

17.2 **Pay Schedules**

Hourly pay for each bargaining unit member will be in accordance with the adopted schedule for each position within each classification (Appendix A-D). Hourly pay percentage increases will be as follows:

0% July 1, 2012 through June 30, 2013
0% July 1, 2013 through June 30, 2014
Wage re-opener for July 1, 2014 through June 30, 2015

"Me Too" Clause
In the event any employee outside of the OAPSE bargaining unit receives a pay raise with the effective date between July 1, 2012 and June 30, 2014, the Board agrees the base salary for each bargaining unit classification covered by this agreement will be raised by the same percentage effective on the date such raise is effective for the other employee(s). This provision excludes: 1. Any increase in pay that occurs as part of an already existing step based increase or additional education/training as covered in an existing pay/salary schedule/contract. 2. Any increase in pay due to increase in hours/days worked. 3. Should STRS/SERS guidelines change restricting the Board from continuing to pay their current percentage of the employee portion of the administrators contribution to STRS/SERS, the Board will be permitted to increase the administrator's base wage only by the percentage they currently but can no longer pay directly to STRS/SERS. This clause is for the first two (2) years of the contract. However, either party may bring this as a proposal during the wage re-opener in the spring of 2014.

The Superintendent may evaluate experience up to and including the second step.

When an employee receives a promotion which results in an assignment to a higher pay schedule, the employee shall be placed on the step which provides an increase in his/her hourly rate during their probationary period. Upon completion of the probationary period, the employee will move to the next step.

Employees bidding into a different classification shall be placed on the 0 step for the probationary period. Upon completion of the probationary period, the employee will move to the next step.

17.3 **Increments**

An increment will be awarded at the time the individual is placed on regular status; thereafter, if eligible, at the beginning of the work year schedule.

17.4 **Report Pay**

All employees reporting to work other than on a calamity day shall be paid for the time worked at their regular rate of pay with a minimum of one and one-half hours.

If an extra-curricular trip that has already been scheduled and assigned is canceled the Bus drivers will only be paid report pay for extra-curricular trip(s) at the extra-curricular rate per hour.

17.5 **Calamity Day Pay**

If previously approved by the supervisor, any employee who works on a designated calamity day shall receive calamity day pay plus pay at the regular rate for hours worked.

Employees who are paid for days school is closed due to calamity will work additional days without pay if the Board determines that additional days are necessary to be added to the school calendar as a result of school closing for calamity days.

17.6 **Travel Reimbursement**

Any classified employee required to use his/her own vehicle to service the Board and expecting reimbursement shall obtain prior approval from the Superintendent and will be reimbursed in accordance with current policy.

17.7 **BCI/FBI Background Check /Fingerprinting**

Upon renewal employees will be reimbursed sixty-five dollars ($65.00) or the actual cost (this is not retroactive, nor does it include new employees) of the BCI/FBI background check and fingerprinting. If the Board provides the fingerprinting machine at their own cost, the employee must use that machine to get their fingerprinting completed in order to be reimbursed.

ARTICLE 18
RE-EMPLOYMENT OF RETIRED PERSONS

18.1 **Re-Employment**

Persons retired under SERS/STRS/PERS ("retirees") may be employed or re-employed under the following conditions:

A. Re-employed staff members will start with salary schedule placement experience of one year for every two years of service to the District in the same classification when initially re-employed; retirees from outside the Napoleon District will receive credit for up to five years actual prior experience. Additional experience credit, up to a

maximum of ten years, will be at the discretion of the Superintendent. Retirees will be advanced one year on the salary schedule for each year of post-retirement re-employment in the District.

B. Retiree staff members will be eligible for Board paid health/medical insurance only until eligible for coverage through SERS/STRS/PERS. If any other insurances are available through SERS/STRS/PERS with or without contribution by the retirees, the Board shall be relieved of any obligation to provide such insurances. Retirees will not be eligible for the insurance incentive premium.

C. Retirees shall have had their previously accumulated sick leave, if any, converted to severance pay in accordance with Board policy. Retirees shall begin their employment status with the District with zero (0) days of accumulated sick leave and shall, thereafter, accumulate sick leave days as would any newly employed person.

D. Retirees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

E. Retirees shall be eligible for all fringe benefits available to regularly employed persons, except as limited by this Article.

F. The foregoing provisions are intended by the parties to modify and/or override the provisions of Sections 124.39, 3317.12, 3319.081, 3319.083, 3319.084, 3319.13, 3319.131, 3319.141 of the Ohio Revised Code.

G. When a retired staff member is re-employed in the same position held at the time of retirement, he or she shall retain his/her previous seniority status, except that such person shall not have any seniority status when bidding on a different position.

H. Retirees may be required to sign contracts or other documents containing waiver language.

ARTICLE 19
NEGOTIATION PROCEDURES

19.1 Negotiating Teams

A. A negotiating team consisting of representatives of the Board shall meet with the representatives of the Association which shall consist of the president of Local #314 and four members of the bargaining unit with no more than one per classification. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Each party has the right to their own spokesperson. In addition to said teams, each team shall be authorized to admit one observer from each organization. While no final agreement shall be executed without ratification by the Association and the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

B. Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

C. The expense of such consultants shall be borne by the party requesting or hiring them.

D. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be paid by the party requesting the clerical assistance.

19.2 **Request for Opening of Negotiations**

A. A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent of Napoleon Area City School District or by the Superintendent to the President of the Association on or before 120 days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than 110 days prior to the expiration of the current contract, unless both parties agree to a later date.

B. Meetings shall be scheduled so as not to interfere with the normal work schedule of employees. If meetings are requested by the Board during normal work hours, the employee will be paid his/her regular daily wages.

19.3 **Submission of Issues**

All issues to be submitted for negotiations will be submitted, in writing, by both parties at the first negotiations meeting unless otherwise agreed.

19.4 **Negotiation Procedures**

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Times and places of future meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session. When tentative agreement is reached on any issue, it will be reduced to writing and initialed by a representative of both sides.

19.5 **Caucus**

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

19.6 **Progress Reports**

During negotiations, interim reports will be made to the Association by its representatives and the Board by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

19.7 **News Releases**

Progress reports and news releases may be issued during negotiations by either party.

19.8 **Intent to Recommend**

Prior to the tentative agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

19.9 **Agreement**

When an agreement is reached on all issues submitted for negotiations, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. Following ratification by the Association, the Board at its next regularly scheduled Board meeting shall consider ratification of the tentative agreement. If ratified by the Association and the Board, the agreement shall then be signed by the parties. The resulting agreement shall supersede and/or modify the Articles of the Contract and be binding on both parties. When both parties ratify and sign the agreement, it shall be posted electronically on the District website in an employee only area that is password protected, copies will only be printed by the Board and distributed by the Association to bargaining unit member by request only.

19.10 **Disagreement**

A. Responsibility of the Bargaining Teams—If, after review of all issues submitted for negotiations but not earlier than fifty (50) days before the expiration date of the present contract agreement cannot be reached, either party may declare impasse and a professional mediator will be requested to help reach agreement.

   Said mediator shall be obtained through the Federal Mediation and Conciliation Service. The request shall be submitted in writing by the declaring party within five (5) days of the declaration of impasse. Both parties agree to cooperate with the mediator as a means of bringing the two parties to agreement.

B. If mediation results in agreement by both parties, Agreement shall be implemented.

C. Mediation will continue until agreement is reached. If agreement is not reached prior to the expiration of the contract, the Association may exercise its right to strike by serving the Board and the State Employment Relations Board with notice of its intent to do so not less than ten (10) days prior to such action.

D. This dispute settlement procedure, being mutually agreed to by the parties, shall supersede and replace any other procedure.

19.11 **Contrary to Law**

If any provisions of this agreement shall be found contrary to law by a court of competent jurisdiction, then this provision(s) shall be deemed invalid, except to the extent permitted by law. Any provision found contrary to law will be amended at the time and to the extent permitted by law. All other provisions herein shall continue in full force and effect.

19.12 **Waiver Clause**

The parties acknowledge that during the negotiations which resulted in this Agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

19.13 **Entire Agreement Clause**

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

19.14 **Insurance Committee**

The Association and the Board agree to have an active Insurance Committee that will investigate, discuss, and review alternative insurance plans and ideas during the life of this Agreement.

ARTICLE 20
DURATION OF AGREEMENT

20.1 **Duration**

This contract shall be in effect for the period from July 1, 2012 through and including June 30, 2015. All pay retroactive to July 1, 2012 on base salary only (not extra-curricular or overtime).

All memorandums to follow.

Signed: **Napoleon Area City Board of Education**

President	7-19-12 Date
Spokesperson	7-19-12 Date
Treasurer	7-19-12 Date

Ohio Association of Public School Employees Local #314

President, Local #314	July 19 2012 Date
Field Representative	May 31, 2012 Date

NAPOLEON AREA CITY SCHOOL DISTRICT

SECRETARIAL

Effective 7/1/12 thru 6/30/13

Steps	Library Secretary Class I	Office/Guidance Secretary Class II	12 month Secretary Class III
Probation	14.03	14.03	14.03
0	14.25	14.25	14.25
1	14.62	14.62	14.62
2	14.88	14.88	14.88
3	15.11	15.11	15.11
4	15.35	15.35	15.35
5	15.61	15.61	15.61
7	15.67	15.67	15.67
9	15.76	15.76	15.76
14	15.83	15.83	15.83
19	15.89	15.89	15.89
24	15.99	15.99	15.99

NAPOLEON AREA CITY SCHOOL DISTRICT

SECRETARIAL

Effective 7/1/13 thru 6/30/14

Steps	Library Secretary Class I	Office/Guidance Secretary Class II	12 month Secretary Class III
Probation	14.03	14.03	14.03
0	14.25	14.25	14.25
1	14.62	14.62	14.62
2	14.88	14.88	14.88
3	15.11	15.11	15.11
4	15.35	15.35	15.35
5	15.61	15.61	15.61
7	15.67	15.67	15.67
9	15.76	15.76	15.76
14	15.83	15.83	15.83
19	15.89	15.89	15.89
24	15.99	15.99	15.99

NAPOLEON AREA CITY SCHOOL DISTRICT

LUNCHROOM

Effective 7/1/12 thru 6/30/13

STEPS	Assistant Cook	Head Cook	Cashier
Probation	12.87	13.77	13.67
0	13.24	14.12	13.89
1	13.55	14.44	14.25
2	13.84	14.74	14.36
3	14.22	15.12	14.43
4	14.31	15.19	14.54
5	14.39	15.27	14.63
6	14.52	15.41	14.74
7	14.61	15.52	14.77
8	14.71	15.60	14.82
9	14.84	15.73	14.88
14	14.93	15.82	14.97
19	15.01	15.88	15.04
24	15.07	15.98	15.12

NAPOLEON AREA CITY SCHOOL DISTRICT

LUNCHROOM

Effective 7/1/13 thru 6/30/14

STEPS	Assistant Cook	Head Cook	Cashier
Probation	12.87	13.77	13.67
0	13.24	14.12	13.89
1	13.55	14.44	14.25
2	13.84	14.74	14.36
3	14.22	15.12	14.43
4	14.31	15.19	14.54
5	14.39	15.27	14.63
6	14.52	15.41	14.74
7	14.61	15.52	14.77
8	14.71	15.60	14.82
9	14.84	15.73	14.88
14	14.93	15.82	14.97
19	15.01	15.88	15.04
24	15.07	15.98	15.12

NAPOLEON AREA CITY SCHOOLS

CUSTODIAN/MAINTENANCE

Effective 7/1/12 thru 6/30/13

STEPS	ASST CUST	BLDG CUST	HEAD CUST	MAINT LEVEL I	MAINT/MECH LEVEL II	MAINT/MECH LEVEL III
Probation	13.63	14.97	15.25	16.99	17.28	19.33
0	13.86	15.18	15.50	17.23	17.50	19.72
1	14.22	15.56	15.85	17.60	17.90	20.12
2	14.39	15.77	16.04	17.79	18.07	20.52
3	14.61	15.94	16.23	17.97	18.22	20.93
4	14.80	16.15	16.44	18.17	18.48	21.35
5	14.99	16.29	16.62	18.36	18.62	21.78
6	15.17	16.67	16.82	18.53	18.84	22.21
7	15.35	16.69	17.13	18.72	18.99	22.65
8	15.55	16.89	17.38	18.93	19.22	23.10
9	15.66	17.05	17.53	19.07	19.36	23.58
14	15.76	17.13	17.61	19.15	19.43	24.04
19	15.83	17.21	17.67	19.22	19.50	24.51
24	15.88	17.26	17.75	19.30	19.58	24.99

Head custodian of Napoleon Middle/Central Elementary School and Napoleon High School shall receive twenty-five cents per hour additional rate of pay. The building custodian assigned to operate the boiler at Napoleon Middle/Central Elementary School during the evening hours will receive ten cents per hour additional rate of pay during the heating season.

NAPOLEON AREA CITY SCHOOLS

CUSTODIAN/MAINTENANCE

Effective 7/1/13 thru 6/30/14

STEPS	ASST CUST	BLDG CUST	HEAD CUST	MAINT LEVEL I	MAINT/MECH LEVEL II	MAINT/MECH LEVEL III
Probation	13.63	14.97	15.25	16.99	17.28	19.33
0	13.86	15.18	15.50	17.23	17.50	19.72
1	14.22	15.56	15.85	17.60	17.90	20.12
2	14.39	15.77	16.04	17.79	18.07	20.52
3	14.61	15.94	16.23	17.97	18.22	20.93
4	14.80	16.15	16.44	18.17	18.48	21.35
5	14.99	16.29	16.62	18.36	18.62	21.78
6	15.17	16.67	16.82	18.53	18.84	22.21
7	15.35	16.69	17.13	18.72	18.99	22.65
8	15.55	16.89	17.38	18.93	19.22	23.10
9	15.66	17.05	17.53	19.07	19.36	23.58
14	15.76	17.13	17.61	19.15	19.43	24.04
19	15.83	17.21	17.67	19.22	19.50	24.51
24	15.88	17.26	17.75	19.30	19.58	24.99

Head custodian of Napoleon Middle/Central Elementary School and Napoleon High School shall receive twenty-five cents per hour additional rate of pay. The building custodian assigned to operate the boiler at Napoleon Middle/Central Elementary School during the evening hours will receive ten cents per hour additional rate of pay during the heating season.

NAPOLEON AREA CITY SCHOOL DISTRICT

BUS DRIVERS
Effective 7/1/12 thru 6/30/13

Steps	Hourly Rate
Probation	17.18
0	17.38
1	17.75
2	17.94
3	18.27
5	18.34
7	18.39
9	18.44
14	18.50
19	18.58
24	18.63

Field Trips/Extra-Curricular Activities Rate-$11.31 per hour; three (3) hours minimum for out of town trips, one and one-half (1 1/2) hour minimum for in-town trips. Bus drivers with 9 or more years experience in this classification will be given an additional $.25 per hour over the adopted field trip/extra-curricular rate.

NAPOLEON AREA CITY SCHOOL DISTRICT

BUS DRIVERS

Effective 7/1/13 thru 6/30/14

Steps	Hourly Rate
Probation	17.18
0	17.38
1	17.75
2	17.94
3	18.27
5	18.34
7	18.39
9	18.44
14	18.50
19	18.58
24	18.63

Field Trips/Extra-Curricular Activities Rate-$11.31 per hour; three (3) hours minimum for out of town trips, one and one-half (1 1/2) hour minimum for in-town trips. Bus drivers with 9 or more years experience in this classification will be given an additional $.25 per hour over the adopted field trip/extra-curricular rate.

For bargaining unit members hired on or before December 31, 2004 the employee will pay the following amounts in the 2012-13 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 15	Not eligible for coverage		Not eligible for coverage	
15-29.99	0%	0%	25%	4%
30 or more	0%	0%	$99.00	4%

For bargaining unit members hired on or before December 31, 2004 the employee will pay the following amounts in the 2013-14 and 2014-15 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 15	Not eligible for coverage		Not eligible for coverage	
15-29.99	0%	0%	25%	4%
30 or more	0%	0%	10%	4%

For bargaining unit members hired after December 31, 2004 but before January 1, 2013 the employee will pay the following amounts in the 2012-13 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 20	Not eligible for coverage		Not eligible for coverage	
20-29.99	0%	0%	25%	4%
30 or more	0%	0%	$99.00	4%

For bargaining unit members hired after December 31, 2004 but before January 1, 2013 the employee will pay the following amounts in the 2013-14 and 2014-15 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 20	Not eligible for coverage		Not eligible for coverage	
20-29.99	0%	0%	25%	4%
30 or more	0%	0%	10%	4%

For bargaining unit members hired after December 31, 2012 the employee will pay the following amounts in the 2012-13 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 20	Not eligible for coverage		Not eligible for coverage	
20-24.99	50%	50%	50%	50%
25-34.99	$37.00	4%	25%	4%
35 or more	$37.00	4%	$99.00	4%

For bargaining unit members hired after December 31, 2012 the employee will pay the following amounts in the 2013-14 and 2014-15 school year per month:

	Single Plan		Family Plan	
Hours Worked Per Week	**Access Plus 1A**	**HDHP**	**Access Plus 1A**	**HDHP**
Less than 20	Not eligible for coverage		Not eligible for coverage	
20-24.99	50%	50%	50%	50%
25-34.99	10%	4%	25%	4%
35 or more	10%	4%	10%	4%

NAPOLEON AREA CITY SCHOOL DISTRICT

SECRETARIAL

Effective 7/1/14 thru 6/30/15

Steps	Secretary Class I	Secretary Class II	Secretary Class III
Probation	14.45	14.45	14.45
0	14.68	14.68	14.68
1	15.06	15.06	15.06
2	15.33	15.33	15.33
3	15.56	15.56	15.56
4	15.81	15.81	15.81
5	16.08	16.08	16.08
7	16.14	16.14	16.14
9	16.23	16.23	16.23
14	16.30	16.30	16.30
19	16.37	16.37	16.37
24	16.47	16.47	16.47

NAPOLEON AREA CITY SCHOOL DISTRICT

LUNCHROOM

Effective 7/1/14 thru 6/30/15

STEPS	Assistant Cook	Head Cook	Cashier
Probation	13.26	14.18	14.08
0	13.64	14.54	14.31
1	13.96	14.87	14.68
2	14.26	15.18	14.79
3	14.65	15.57	14.86
4	14.74	15.65	14.98
5	14.82	15.73	15.07
6	14.96	15.87	15.18
7	15.05	15.99	15.21
8	15.15	16.07	15.26
9	15.29	16.20	15.33
14	15.38	16.29	15.42
19	15.46	16.36	15.49
24	15.52	16.46	15.57

NAPOLEON AREA CITY SCHOOLS

CUSTODIAN/MAINTENANCE

Effective 7/1/14 thru 6/30/15

STEPS	ASST CUST	BLDG CUST	HEAD CUST	MAINT LEVEL I	MAINT/MECH LEVEL II	MAINT/MECH LEVEL III
Probation	14.04	15.42	15.71	17.50	17.80	19.91
0	14.28	15.64	15.97	17.75	18.03	20.31
1	14.65	16.03	16.33	18.13	18.44	20.72
2	14.82	16.24	16.52	18.32	18.61	21.14
3	15.05	16.42	16.72	18.51	18.77	21.56
4	15.24	16.63	16.93	18.72	19.03	21.99
5	15.44	16.78	17.12	18.91	19.18	22.43
6	15.63	17.17	17.32	19.09	19.41	22.88
7	15.81	17.19	17.64	19.28	19.56	23.33
8	16.02	17.40	17.90	19.50	19.80	23.79
9	16.13	17.56	18.06	19.64	19.94	24.29
14	16.23	17.64	18.14	19.72	20.01	24.76
19	16.30	17.73	18.20	19.80	20.09	25.25
24	16.36	17.78	18.28	19.88	20.17	25.74

Head custodian of Napoleon Middle/Central Elementary School and Napoleon High School shall receive twenty-five cents per hour additional rate of pay. The building custodian assigned to operate the boiler at Napoleon Middle/Central Elementary School during the evening hours will receive ten cents per hour additional rate of pay during the heating season.

NAPOLEON AREA CITY SCHOOL DISTRICT

BUS DRIVERS

Effective 7/1/14 thru 6/30/15

Steps	Hourly Rate	
Probation	**17.70**	current wage as of 07/1/14
0	**17.90**	
1	**18.28**	
2	**18.48**	
3	**18.82**	
5	**18.89**	
7	**18.94**	
9	**18.99**	
14	**19.06**	
19	**19.14**	
24	**19.19**	

Field Trips/Extra-Curricular Activities Rate-$11.65 per hour; three (3) hours minimum for out of town trips, one and one-half (1 1/2) hour minimum for in-town trips. Bus drivers with 9 or more years experience in this classification will be given an additional $.25 per hour over the adopted field trip/extra-curricular rate.