



NEGOTIATED AGREEMENT

between

O.A.P.S.E. CHAPTER #229

and

NORTHWEST LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

12-MED-03-0348

2199-02

K30217

12/11/2013

July 1, 2012

through

June 30, 2015

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ARTICLE I - RECOGNITION AGREEMENT

- A. The Northwest Local School District Board of Education (hereinafter referred to as "the Board") recognizes the Ohio Association of Public School Employees and its Chapter 229, AFSCME/AFL-CIO (hereinafter referred to as "the Association") as the sole and exclusive bargaining agent for the non-teaching personnel in this Agreement. This recognition shall be renewable until there is a challenge. In the event of a challenge, Section 4117.07 will be followed. The bargaining unit shall include all full-time and regular part-time employees in, but not limited to, the following classifications: Bus Drivers, Head Cook, Cook, Head Custodian, Custodian, Maintenance, Safety Guards, Secretaries, Playground Supervisors, Bus Mechanic, and Transportation Aides. The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit. Specifically excluded from the bargaining unit are all secretaries with access to confidential Board of Education information assigned to the Board of Education office (including, but not limited to, the payroll clerk, Treasurer's secretary, Treasurer's Assistants, Special Services secretary, and Superintendent's secretary), all non-teaching substitutes, all classified Supervisors (including, but not limited to, the Supervisor of Building and Grounds, Bus Coordinator, Food Service Coordinator and Head Mechanic), all certificated employees of the Board, and all other confidential supervisory and management-level employees as defined in O.R.C. 4117.01. Non-teaching personnel shall have the right to join or refrain from joining the Association. Membership in the Association shall not be required as a condition of employment with the Board. There shall be no discrimination based upon membership or non-membership in the Association.
- B. The Association shall be granted the following sole and exclusive organization rights:
1. Use of school buildings for meetings as per existing Board policy.
 2. Use of mailboxes, where provided, for Association communications.
 3. Use of the inter-school mail service for Association communications.

4. The Local Union Treasurer and President shall be provided with a Board Agenda and a Board Update "Without Reservation".
5. The Local Union Treasurer and President shall be provided a copy of the current seniority list each November.
6. If the board creates a new position the board shall provide the Union with a copy of the proposed job description, rate of pay, hours and terms and conditions of employment. The Superintendent shall review the proposed rate of pay with the Union President.
7. All job descriptions shall be made available upon request and any proposed change/s shall be sent to the Union prior to making the change/s.

ARTICLE II - NEGOTIATIONS

A. Procedure

1. Negotiations will begin not later than April 15th. Upon written request of either party for a meeting to open negotiations, a mutually acceptable date and time shall be set not more than ten (10) calendar days following such request.
2. The written request for negotiations shall include:
 - a. Date of writing.
 - b. Statement of purpose.
 - c. Name, address, and phone number of persons to contact representing the requesting party.
 - d. Confirmation of an agreeable meeting date and time shall be initiated by the party receiving the initial request.

B. Issues of bargaining are recognized as all matters pertaining to wages, hours, or terms and other conditions of employment; and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

C. Meeting Periods.

1. All meetings shall be conducted in executive session.
2. At the conclusion of each negotiations session, a date, time, and place for the next session shall be mutually set.

D. Negotiations Sessions

1. Team members - Each team shall have three (3) members.
2. Consultants - The Association and the Board may use consultants. Each negotiating team may use consultants as they feel essential in the course of negotiations. The

cost of consultants shall be borne by the party requesting them.

3. Information - The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals and counter-proposals.
4. Authority - Members of both negotiation teams shall be empowered with the authority to negotiate, that is to make proposals, consider proposals, and make concessions designed to reach tentative agreement during the negotiations.
5. Good faith - The parties agree to bargain in good faith. "Good faith" is defined as the obligation of the parties to deal openly and fairly with each other in a sincere effort to reach tentative agreement upon the matters being negotiated. Such obligation does not compel either party to agree or make concessions, but both parties are obligated to make a sincere effort to search for counter-proposals to negotiable items.
6. Caucuses - During a negotiation session, either team may call caucuses not to exceed thirty (30) minutes each. Extension of that time may be granted by request.
7. Recess - Either team may declare a recess when it appears meaningful progress cannot be obtained. A recess shall be for no more than forty-eight (48) hours.
8. News releases - While negotiations are in progress and until agreement or impasse has been declared, no outside news releases shall be made without prior agreement of both teams. Said releases shall be in writing and both teams shall receive a copy at least twenty-four hours before it is in the hands of the news media.
9. Progress reports - Progress reports may be given by the respective negotiating teams only to their respective members.

10. Minutes of session - Tape recorders shall be permitted at each negotiation session. A recording secretary may be appointed when the need is apparent to both parties. When this happens, minutes shall be given to the chief negotiator for both teams twenty-four (24) hours prior to the next regular session. The negotiating teams shall review any progress made at each meeting for the purpose of clarifying or agreement of progress.
11. Tabling - During a negotiations session, items on the agenda may be tabled or temporarily set aside, if both teams agree.

E. Tentative Agreement

1. When a tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to the Association for ratification by a vote of its membership and then to the Board for final approval at the next regularly scheduled Board meeting.
2. When approved by both parties, the agreement shall be binding on both parties.

F. Disagreement

1. Responsibilities - The participants, pledging themselves to negotiate in good faith, in the event of failure to reach agreement, shall utilize, in good faith, such measures as are or may be provided.
2. Impasse

If an impasse develops between the negotiating teams, either party or both parties may request that the matter be submitted to a federal mediator. The federal mediator shall be selected from the Federal Mediation and Conciliation Service ("FMCS"). The mediator shall not be permitted to be a taxpayer in the Northwest School District. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. This shall be the

mutually agreed upon impasse procedure and
supersedes any statutory impasse procedures.

ARTICLE III - BOARD RIGHTS

The Board hereby retains the rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Board, including the adoption of policies, rules, regulations, and practices, shall be limited only by the specific terms of this Agreement.

ARTICLE IV - INDIVIDUAL RIGHTS

A. Both parties to this Agreement agree:

1. The Board and the Association shall not discriminate with regard to race, color, religion, gender, national origin, ancestry, or marital status, or membership, non-membership in the Association.
2. Employees have the right to participate in professional and civic organizations for their personal benefit and interests.
3. Employees have the right to exercise their constitutional rights without fear of reprisal or discipline.
4. Employees shall abide by board adopted policies.
5. Individuals have the right to join or not to join any employee association.

ARTICLE V - ASSOCIATION RIGHTS

Two (2) official delegates of the Association to the Association state meeting shall be released in order to attend. The Board will pay the cost for the substitutes serving in place of the official delegates. For any one (1) additional delegate or alternate, the Association will pay the substitute cost.

ARTICLE VI - UNION DUES, FAIR SHARE FEE, PEOPLE DEDUCTIONS

- A. The Board agrees to deduct Association membership dues from the salaries of employees upon written authorization of the employee. The total amount of such dues shall be sent to the State Treasurer of OAPSE as soon as possible after the deduction is made, and include a list of names for whom the dues were deducted.
- B. Association dues, as certified by the Treasurer of the Association to the Treasurer of the Board annually by September 15, shall be deducted in twenty (20) equal amounts of money, commencing with the first payroll in October.
- C. Dues deduction authorizations shall be irrevocable during the term of this agreement, except that authorization may be withdrawn during the final ten (10) days of the agreement by notifying the Local Union Treasurer in writing during the last ten (10) days of this agreement.
- D. The Board agrees not to honor any checkoff or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purpose of bargaining for wages, hours, working conditions, and other fringe benefits for its members.
- E. The Association will indemnify and save harmless the Board, individual Board members, the Treasurer and all Administrators against any judgments, costs, expenses or other liability they, collectively or individually, might incur as a result of the implementation and enforcement of this Article.
- F. The following Fair Share Fee agreement shall be implemented when membership in the Union reaches eighty percent (80%) of eligible employees earning \$3,000 a year or more.

Fair Share Fee shall start the next July 1 following any month in which the (80%) is reached and shall be continuous thereafter.

Fair Share Fees under this provision shall be deducted by the employer from the payroll checks of non-member employees and forwarded to the Union on a monthly basis in the same manner as regular membership. Written authorization for such deductions shall not be required from non-member employees,

however, a list of member and non-member employees will be provided by the Union to the Treasurer by September 1 each year.

The Union hereby indemnifies the employer against any and all claims, demands, suits and any and all other forms of liability which may arise by reason of the employer's action in deducting and forwarding union dues, initiation fees, assessments and/or fair share fees pursuant to this provision.

- G. The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. The enrollment period each year is from July 1 to September 1. Employees may withdraw from PEOPLE deductions one time during the year after the enrollment period by notifying the Treasurer and the Association in writing of their interest to withdraw from the PEOPLE deduction. The Union has the responsibility to remit any deductions made pursuant to this statement showing the name of each employee from whose pay such deductions have been made and the amount during the period covered by the remittance.

ARTICLE VII - DUE PROCESS

- A. It shall be the practice of the administration of the Northwest Local School District to adopt a progressive corrective actions policy when appropriate. All discipline shall be subject to the grievance procedure.
- B. In all disciplinary actions affecting the monetary status of an employee, he/she must first be notified, in writing, of any specific charges along with the time and place of a scheduled conference. Notice of the conference will be given to the affected employee and the Association President at least three (3) working days prior to the day of the scheduled conference.
 - 1. At such conference, the employee shall have the right to have a representative of his/her choosing in attendance. The purpose of the conference is to give the employee an opportunity to hear the reasons for the intended disciplinary action and to explain his/her behavior. If the employee does not appear for the conference, this shall not preclude the Board from taking action against the employee.
 - 2. After reviewing the facts and evidence submitted, the administration shall provide copies of the written decision to the affected employee and OAPSE representative, if requested by the employee.
- C. Each employee has the right to review with the Superintendent, or his designee, the contents of his/her personnel file upon appointment in the Superintendent's office. Each employee shall be notified of any negative material placed in his/her file and shall be provided a copy of any such material in the file upon request.
 - 1. An employee shall have the right to attach an answer or comment to any material included in the personnel file.
 - 2. Anonymous material shall not be placed in an employee's personnel file.
- D. The Superintendent may suspend without pay any employee for up to five (5) aggregated work days per classification per contract year. Such suspension(s) shall not be grieved nor challenged under ORC 3319.081. The employee shall be provided written reasons for the suspension(s).

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. A grievance is a claim by the Association, an employee, or group of employees, alleging a violation, misinterpretation, or misapplication of any provision of this Agreement. A grievant is the person(s) or organization filing a particular grievance.
- B. Basic Principles
1. Since both the Association and the Board agree it is important that grievances be processed as rapidly as possible, the time table specified at each level of the grievance procedure should be considered as maximum. The time limits specified may, however, be extended by mutual agreement. For purposes of this Article, all time limits, whether extended or not, shall consist of calendar days, not including Saturdays, Sundays, or holidays. Failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an Administrator's failure to issue a decision within the time limits shall permit the grievant to proceed to the next step.
 2. Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program of the Northwest Local School District. Hearings and conferences, as called for and established under this procedure, shall be conducted at a time and place which are mutually agreed upon, shall afford a fair and reasonable opportunity for all persons, including witnesses, to attend, and shall be held, insofar as possible, after regular school hours.
 3. The grievance procedure provides a method by which the Association, an employee or group of employees can call attention to a problem, or dispute, without fear of reprisal, and obtain a fair hearing at progressively higher levels.
 4. The Association, the Board, and the administration will cooperate in the investigation of any grievance and each will furnish such information as is available for processing of any grievance.

5. All documents, communications and records dealing with processing of a grievance will be filed in a separate grievance file, and will not be kept in the personnel file of any of the participants. Such a file will be retained as a record of resolution for future reference.
6. The Association will have the right to be present at all levels of the grievance procedure. The Association will be notified by the Superintendent of all grievance hearings. No disposition of a grievance shall conflict with any of the provision of this Agreement unless the parties shall otherwise agree with an amendment/ revision to this Agreement.
7. If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or immediate Supervisor, step three will be omitted.
8. Nothing contained in the grievance procedure shall be construed to prevent any individual employee from discussing a problem with the administration and having it resolved without intervention or representation by the Association, providing the resolution does not conflict with or alter any term or condition of this Agreement.
9. A grievance may be withdrawn at any level without prejudice as long as the grievant has not allowed any of the time limits of this Article to lapse.
10. Forms for use in the grievance procedure are provided in Appendix A.

C. Procedure

1. Step one: Informal Discussion

Before a written grievance can be filed, the grievant must first discuss the complaint informally with the building Principal or Supervisor. This discussion must occur within thirty (30) days of the event giving rise to the grievance.

2. Step two: Filing a Grievance

If the grievance is not resolved informally, a written grievance may be filed using Grievance Form #1. The written grievance, if any, must be filed with the appropriate Administrator within thirty (30) days of the event giving rise to the grievance.

3. Step three: Building Principal or Supervisor

The building Principal or Supervisor will conduct a hearing within five (5) days after receipt of the grievance. The grievant may be accompanied and represented at the hearing by a representative from the Association, and the Principal by another Principal or Administrator. The building Principal or Supervisor will answer the grievance in writing using Grievance Form #2, and will provide a copy to the grievant and the Superintendent, within fifteen (15) working days after the hearing.

4. Step four: Superintendent

If the answer given by the building Principal or Supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal to the Superintendent in writing, within five (5) days from receipt of the step three answer, using Grievance Form #3. The Superintendent shall conduct a hearing within five (5) days of receipt of the appeal. The grievant may be accompanied and represented at the hearing by a representative from the Association and the Superintendent by a building Principal or another Administrator. The Superintendent shall answer the grievance in writing using Grievance Form #4 and will provide a copy to the grievant within twenty (20) days of the hearing.

5. Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at step four, and the Association is in concurrence, the Association may, within twenty (20) days of receipt of the step four disposition, notify the Superintendent of its desire to submit the grievance to arbitration.

- b. The parties will file for arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings.
- c. The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to render a decision to the Board and the grievant.
- d. Neither party will be permitted to assert in an arbitration proceeding any ground or to rely on any evidence not previously and fully disclosed to the other party.
- e. The arbitrator shall have the authority to render an award and all remedies appropriate but shall not have the power to add to, subtract from, or modify the terms of this Agreement; and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding.
- f. The cost for the services of the arbitrator shall be equally divided between the Association and the Board.
- g. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record of the case.

ARTICLE IX - PROCEDURE FOR NON-REAPPOINTMENT

- A. Any employee employed under a limited contract by the Board in accordance with Ohio Revised Code 3319.081 is automatically re-employed unless he is notified that he is not to be re-employed. Such notification of non-reemployment must be made in writing, and either hand-delivered or sent to the employee's home address by certified mail, on or before April 30.
- B. An employee employed under a limited contract whose performance is deficient shall be given such deficiencies in writing and shall have the opportunity to correct the deficiencies. The following procedure will be utilized in order to help the employee overcome deficiencies:
 - 1. The immediate Supervisor shall notify the employee by December 15th of the reasons for concern about the performance of said employee.
 - 2. If the employee in question has not shown improvement by February 15th, another letter will be given to said employee.
 - 3. During the final evaluation, in late March or early April, a written list of deficiencies or reasons for non-reemployment will be included with the evaluation form.
 - 4. It is conceivable that an employee could receive a favorable evaluation in December and receive a letter listing reasons for improvement in February.
- C. An employee who is the holder of a continuing contract with the Board may have his/her contract terminated by the Board for reasons and procedures as set forth in Ohio Revised Code 3319.081.
- D. Employees hired beginning with the 2004-05 school year shall not be eligible for a continuing contract until they have been renewed at the end of their fourth year of employment in each classification. This provision supersedes 3319.081 ORC. All employees hired prior to the 2004-05 school year shall, after meeting the statutory number of years, be given a continuing contract.

ARTICLE X - WORK SCHEDULE

- A. Employees will receive pay at the rate of time and one half (1 1/2) their regular hourly rate for all hours worked in excess of 40 hours per week. At the discretion of the Superintendent, employees may request and be granted either compensatory time or pay for overtime. Paid holidays shall count towards the 40 hours per week necessary to qualify for overtime pay.

Summer hours for all custodians will be four ten-hour workdays, staggered whenever two or more are on duty, with at least one custodian working Monday through Thursday and one working Tuesday through Friday.

This ten-hour day schedule will be implemented on a trial basis during the summer of 1999. The ten-hour day schedule will not be used thereafter if either the Superintendent or the President of OAPSE decide to cancel it.

- B. 1. Employees called back to work outside their regularly scheduled shift shall receive a minimum of one (1) hour's pay except in cases where the callback is due to the employee's negligence.
2. All classified employees, that aren't currently receiving a paid lunch, will receive a 1/2 hour unpaid duty-free lunch per day.

C. Holidays

1. Employees working eleven (11) and twelve (12) months shall be entitled to eleven (11) paid holidays. They are New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day and the day after Christmas.
2. Employees working ten (10) months shall be entitled to ten (10) paid holidays. They are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day and the day after Christmas.

3. Employees working nine (9) months shall be entitled to eight (8) paid holidays. They are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day Thanksgiving, the day after Thanksgiving, and Christmas Day.
4. The employee filling the nine (9) month maintenance position shall be entitled to five (5) paid holidays. They are Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving.
5. In the event a holiday falls on a Saturday or Sunday, the holiday shall be observed on the same day the State of Ohio observes the holiday.
6. An employee who is required to work on a holiday will be paid at the rate of one and one half (1 1/2) times the regular hourly rate of pay for the time worked, plus the regular holiday pay. A bus driver who is required to drive an extra trip on a holiday will be paid one and one half (1 1/2) times the extra trip rate, plus the regular holiday pay, for the time worked.
7. During years where there are 261 work days, twelve (12) month employees will receive the first scheduled day of spring vacation off to make their work year 260 days, instead of 261.

D. Vacations

1. An employee on an eleven (11) or twelve (12) month contract shall receive two (2) weeks vacation after one (1) year of service. The vacation schedule shall be two (2) weeks per year for the first nine (9) years of service in the Northwest Local School District, and three weeks per year for employees with nine (9) to fourteen (14) years of service, with one additional days vacation added for each additional year thereafter, to a maximum of twenty (20) vacation days for nineteen (19) years experience.
2. Employees shall have the right to select their vacation time on the basis of school system seniority. Application to take vacation time shall be made between May 15th and June 15th, each year, with the Superintendent. Employees may request vacation time on dates other

than those previously applied for and approved, provided that such a request is submitted no later than thirty (30) days before the desired vacation time. No more than two (2) employees shall have vacation schedules during the same time period.

3. An employee may request to carry over five (5) days of vacation from one year to the next. Approval is at the discretion of the Superintendent.
- E. If it becomes necessary for a regular employee to fill the responsibility of another position that is paid at a higher rate, and if the substituting employee fills that position for more than five (5) consecutive working days, the employee will be paid at the higher rate position, beginning with the first day of substitution.
- F. Whenever a building or kitchen facilities are to be used and, in the judgment of the Superintendent and/or Building Administrator, the circumstances require it, a custodian (and cook if kitchen facilities are to be used) will be present and paid at the regular, or the overtime, rate of pay as applicable. The custodian's and/or cook's duties will generally be of a supervisory nature, but may also include the performance of duties normally within the responsibilities of the individuals assigned. Assignment of extra custodial and/or cook duties in individual buildings shall be by seniority established at the building, then by rotation list. The term "rotation list" signifies that overtime will be offered first to the most senior person and then to each less senior person before it is again offered to the most senior person.
- G. Extra trips - A minimum of one (1) hour, at the extra trip rate, shall be paid if a trip is cancelled after the driver reports to the bus garage. A minimum of two (2) hours at the extra trip rate, shall be paid if a trip is cancelled after the driver reports to the bus garage on weekends or holidays.
- H. Summer bus trips - Bus drivers interested in summer bus trips shall notify the Bus Coordinator in writing of their interest before school is out. Drivers that apply will be called on a seniority cycle as during the regular school year.
- I. Safety Drill - Bus drivers will be paid for one (1) hour, at the regular rate, for completing/performing the annual safety drill/instruction. The date and time for this drill/instruction will be

scheduled by the Bus Coordinator in cooperation with the building Principals.

- J. Employees shall have no pay deduction for calamity days not worked. Employees who are required to work on a calamity day will receive compensatory time off equal in amount to the time actually worked.
- K. Employees may, from time to time, be asked, be required by circumstances, or otherwise find it necessary to hand out medication to students under authority previously provided by the student's parent(s)/guardian(s). The Board will save and hold harmless the employee for any negligent act or omission in such event.
- L. The Board/Administration will attempt to fill daily, bus-driving vacancies (due to illness, call-off, etc.) with other, regular drivers prior to using a substitute driver.
- M. Employees that are required to attend any meeting/function, lasting longer than 1/2 hour, shall be compensated at their regular hourly rate for 1/2 hour or the time spent at the meeting if longer.
- N. The Board agrees to pay for all criminal record checks, fingerprinting, CDL license cost, abstract cost, and re-certification cost but not time spent taking courses or driving to and from class.
- O. **Alcohol - Drug Testing**
 - 1. Northwest Local School District may include drug education awareness training as part of regular district inservice programs for all transportation employees. The Board's testing policy and subpart F. Alcohol Misuse and Controlled Substance use Information (Part VII, P. 7513-7514), shall be given to affected employees. The employee shall sign a proof of receipt.
 - 2. The supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The supervisor that makes the determination cannot, also, conduct the alcohol test.

3. Random testing will be done during scheduled work time.
4. The same laboratory shall be used for all testing except as specified in subsection G below. Upon request, the name of the laboratory shall be provided to the OAPSE office at the beginning of each school year.
5. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and to Union representation.
6. The substance abuse professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
7. If the employee disputes a positive test result, he/she may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test would be done by a different laboratory and GC/MS test would be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hour period.
8. If the first specimen tests positive and the second specimen tests negative, the second test will be deemed to be the official result of the drug test.
9. Any and all costs incurred by Board required drug-alcohol testing shall be paid by the Board. The Board agrees to compensate regular bus drivers mileage at the current Board rate to and from the school and the testing site.
10. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he/she will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - a. Reinstatement the employee to his/her original position.

- b. Suspend without pay for up to three days at the Superintendent's discretion.
 - c. If the employee has more than five years of service and it is a first offense involving the violation of the drug-alcohol testing policy and no accident is involved, the employee may:
 - 1.) Be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he/she is qualified.
 - 2.) Be terminated under 3319.081 O.R.C.
 - d. If the employee has five years or less of service, or if it is a second offence involving the violation of the drug-alcohol testing policy, or if an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or that applicable collective bargaining agreement.
11. If the employee tests positive on the alcohol test (below .04), disciplinary action, if any:
- a. Shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement; or
 - b. May result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.
12. The employee must present to the Superintendent written evidence of completion of assessment and /or treatment.

- P. Any regular bargaining unit member, filling in as a bus driver, will be compensated at the driver's rate of pay at step one of the salary schedule.

The current nine (9) month maintenance position and courier/delivery position will be eliminated and replaced with:

Twelve (12) month maintenance/courier position at the same pay as the current nine (9) month maintenance position.

This position can be assigned to do courier, maintenance, buildings and grounds and cleaning.

No posting or rebidding will occur. The current individuals will be given this position(s).

ARTICLE XI - DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

- B. The conviction, guilty, or no contest plea of an employee for unlawfully possessing and/or using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE XII - LEAVES

A. Sick Leave

1. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be granted regular employees for each completed month of employment up to fifteen (15) days per year. An employee may be granted five (5) days of sick leave effective at the beginning of the contract. The five days will terminate as the employee accumulates one and one-fourth days per month of employment. Sick leave shall accumulate to a maximum 312 days. Sick leave shall accumulate for the duration of this agreement the same as the accumulation of the Northwest Teachers' Association. Employees who have exhausted their sick leave may, upon written request, after returning to work, be advanced up to five (5) sick leave days in accordance with ORC 3319.141.

If the bargaining unit represented by the NTA agrees to an increase in sick leave, such increase shall also be applied to the OAPSE bargaining unit.

2. Previously accumulated sick leave of an employee who has been separated from another Ohio public agency shall be accepted at full value, up to the maximum allowable level in paragraph 1. above, provided none of such accumulated sick leave has been converted to pay upon retirement.
3. Sick leave may be used for:
 - a. personal illness, injury, exposure to contagious disease which could be communicated to others, and pregnancy.
 - b. illness in employee's immediate family. "Immediate family" includes: family members outside the employee's household limited to parents (or one who served in lieu of a parent, son or daughter, and parents-in-law).

- c. death in employee's immediate family. "Immediate family" includes: parents, parents-in-law, (or one who served in lieu of a parent), spouse, son or daughter, son-in-law or daughter-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandchild.
 - d. death or illness of a friend or relative not included in the above may be considered by the Superintendent, and leave chargeable to sick leave authorized for not more than three (3) days.
- 4. Sick leave notification forms must be completed for any day or part of day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above.
- 5. Procedures for employee's use of sick leave:
 - a. Employees needing a substitute are to notify the Principal or someone designated as the Supervisor. As much advance notice as possible should be given.
 - b. Employees who are absent should, when possible, notify the Principal or designated Supervisor at least one hour before the end of the school day if the person does not plan to be present the following day.
 - c. If a substitute reports for duty and discovers that the regular employee has also reported, the substitute shall report to the building Principal or Supervisor. If the situation has resulted from the negligence of the regular employee, the regular employee shall be sent home.
- 6. Regular bargaining unit members that miss no days of paid sick leave in a school year will be credited with \$200 in a spending account that may be used for expenditures approved by the Superintendent for tools, kitchen supplies, etc., the following school year.

B. Personal Leave

1. Each full-time employee shall be entitled to three (3) days annually for personal leave.
2. Personal leave shall be defined to mean absence from work to take care of business that cannot be conducted except during school hours. When the reason for the request of personal leave is too sensitive or personal for further explanation, an employee may circle number one on the personal leave form, and no further explanation for the request will be required, with the understanding that the reason for the request is legitimate personal business that cannot be conducted except during school hours.
3. The employee has the responsibility to notify the building Principal or designated Supervisor at least forty-eight (48) hours before any personal leave is taken. In case of emergency, the advance notification is waived.
4. Personal leave may not be used for absences covered by any other types of leave.
5. Examples of unsatisfactory reasons for the use of personal leave include:
 - a. gainful employment or the seeking of such employment elsewhere.
 - b. making application for employment elsewhere.
 - c. purchase of an automobile or major appliance.
 - d. accompanying a spouse on a business trip.
 - e. attending a fraternal function.
 - f. day immediately preceding or following a holiday or on the first or last day of the school year except in unusual circumstances as specifically approved by the Superintendent.
 - g. vacation or recreation.

6. The proper form shall be completed prior to the leave.
7. If an employee does not use any personal leave during a school year, (July 1 - June 30), the employee shall receive a lump sum payment of \$60.

C. Jury Duty

Absence for jury duty is permissible. After the absence for such duty, either reporting or serving, the employee shall return payment received for such services to the office of the Board and at the next regular pay period receive full payment of his regular salary from the Board for the day or days of excused absence for this purpose. No personal leave shall be granted.

D. Compulsory Leave

In all cases where employees are subpoenaed to appear for grand jury hearings or to appear in any court in cases in which they are not parties, the employee shall return payment received for such services to the office of the Board and at the next regular pay period receive full payment of his regular salary from the Board for the day or days of excused absence for this purpose. No personal leave shall be granted.

E. Assault Leave

If an employee receives physical injury as a result of being personally assaulted while performing assignments or duties which are required as part of their employment by the Board, the Board shall grant a leave of absence for a period of recovery. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave. The period of recovery shall be designated by the employee's physician. The Board reserves the right to seek another medical opinion at the Board's expense. Assault leave benefits shall not extend beyond the time the employee becomes eligible for workers' compensation or disability retirement.

F. Unpaid Medical Leave

1. Upon the written request of an employee, the Board shall grant a medical leave of absence for not more than one (1) school year (July 1 – June 30) for illness or other disability which is not eligible for retirement disability.

Upon subsequent request, such leave may be renewed at the discretion of the board. Upon the return to service at the expiration of a leave of absence, the employee shall resume the contract status which was held prior to such leave.

2. The employee has the right to return to the same position or one similar to that which was held prior to taking leave. The request for such assignment must be made on or before April 1st. (Exception: Workers compensation leave and unpaid medical leave of absence) Should an employee reconsider and wish not to take the granted leave, such early return will be at the discretion of the Board. The Board reserves the right to seek another medical opinion at the Board's expense.

G. Maternity/Child Care Leave

1. Maternity/child care leave may be used in lieu of sick leave when the employee exhausts sick leave or when it has been determined that a transfer from sick leave to maternity/child care leave is necessary. An employee who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care after the child is born or adopted. Such leave shall be for the remainder of the current semester and one (1) additional semester. The maximum amount of leave granted will be two (2) full semesters.
2. Procedure
 - a. As soon as pregnancy or child adoption has been determined, the employee must notify the Superintendent's office in writing. In pregnancy, the notification will be accompanied by a physician's evaluation of the employee's physical ability to continue performing the full duties and responsibilities of her position.
 - b. The pregnant employee may continue to work her given assignment until such time as written request for maternity/child care leave of absence is submitted. Application shall contain a statement of the expected date of birth, or in the

case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the term of the leave. If, in the opinion of the Superintendent, the employee becomes disabled from performing assigned duties due to pregnancy, prior to the time specified in the application for leave, the Superintendent may request such employee to furnish a certificate in writing by the employee's attending physician that such employee is physically and mentally able to continue service. The Board reserves the right to seek another medical opinion at the Board's expense.

3. Return to Duty

- a. In the case of miscarriage or abortion, the employee shall be entitled to reinstatement at the beginning of the next semester providing the employee requests reinstatement, in writing, filed with the Superintendent at least ten (10) days prior to the beginning of the next semester.
- b. The employee on maternity/child care leave shall be entitled to an assignment similar to the one held immediately prior to the leave. Notification of return from leave shall be in writing to the Superintendent, with the exception of conditions in paragraph 3.a. above, prior to April 1st and January 1st for return at the beginning of the next school year or semester, respectively. The request will be accompanied by written certification from the physician stating that the employee can resume full duties. It is expected that the employee will fully apprise the physician of the full specifications of the employee's position, so that the physician's certification will reflect a complete knowledge of the physical demands of the position. A return to part-time service may be considered. The Board reserves the right to seek another medical opinion at the Board's expense.

H. Paternity/Child Care Leave

An employee whose wife is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for paternity or child care after the child is born or adopted. The maximum amount of leave granted will be six (6) months.

I. Limits to Unpaid Leaves of Absence

The maximum number of days a staff member may be absent from duty with a salary deduction will be for ten (10) working days unless otherwise covered by this Agreement. The Board may grant an extension if warranted by unusual circumstances.

J. Workers Compensation

Repurchase of Sick Leave: An employee who elects to use sick leave and who qualifies for Workers' Compensation lost time benefits may repurchase those sick leave days used at the time-of-use dollar value of each sick day used, including the employee's SERS costs.

ARTICLE XIII - UNIFORMS

The provision of uniforms for food service personnel, bus mechanics, maintenance personnel, and custodians is intended to be a policy that will provide reimbursement for purchase of uniforms, but not to exceed a total of \$100 per year. Reimbursement will be made by the Board upon presentation of a paid invoice and reimbursement request to the Treasurer of the Board.

ARTICLE XIV - JOB BIDDING - TRANSFERS

- A. Seniority shall be defined as that period of continuous employment with the Northwest Local School District computed from their last date of hire as a contract employee.
- B. When two or more employees commence work on the same date as contract employees, seniority shall be determined by using the last four digits of the employee's social security number with the highest being the senior employee and the lowest being the least senior employee.
- C. All employees that bid on a vacated position will be interviewed unless they are unavailable. Employees within the classification will be interviewed prior to employees outside the classification and all employees will be interviewed prior to considering outside candidates.
- D. Issues to be used by the administration for evaluating the relative skills of job applicants include, but are not limited to, the following:
 - 1. attendance record.
 - 2. work record.
 - 3. skills in fulfilling the required duties of the position.
 - 4. education (if applicable).

In the event items one through four above are equal among all employees applying for the position, the one with the most seniority shall be awarded the job, if the position is filled from within the school system. Nothing herein prohibits the Board from filling vacant positions with new hires.

- E. Notwithstanding paragraph D above, vacancies in regular bus routes will be awarded to the most senior bidder among current, contracted bus drivers. Vacancies in kindergarten bus routes, however, shall be filled in accordance with the provisions of paragraph D above.

- F. Any employee of the Board desiring a transfer shall, by July 1st, inform his or her immediate Supervisor, in writing, of the specific change requested. Letters requesting transfers shall be kept on file for a period not to exceed the end of the following year.
- G. The Superintendent, after complying with the above provision, shall have the final authority in recommending with regard to the filling of vacancies and making transfers and reassignments.

ARTICLE XV - JOB POSTING

- A. All vacancies for classified positions within the system, whether they are newly created, or created through retirement, resignation, termination or other causes, which are intended to be filled, shall be posted for a period of five (5) working days in all the buildings where bargaining unit members work. Applications are to be turned into the Superintendent or his/her designee within this time period.
- B. Job openings that are posted between June 15 and August 15 will be posted in the Administrative office. Employees that request, will have openings mailed to them during this time period.
- C. Copies of all job postings, both during the school year and the summer, shall be sent to the Association President and Secretary for informational purposes only.
- D. Extra jobs available only during the summer will be posted as per the job posting procedure and classified employees of the board will be given first consideration for such employment. Rate of pay shall be the rate offered by the Board for such jobs which may or may not be the same as for regular school year employment.
- E. Overnight trips will be posted the same as any other extra trips at the current extra trip hourly rate. Conditions for the overnight trip will be included in the posting.
- F. The posting of all bus route vacancies, as required by this article, shall identify the bus number and route. The posting of kindergarten bus route vacancies shall also identify the time required for each route.
- G. Positions shall be filled within thirty (30) days of the posting unless there are extenuating circumstances which shall be communicated to the OAPSE president.
- H. All postings shall include a job title, copy of the job description, hours per day, hours per year, rate of pay and location.

ARTICLE XVI - LAYOFF AND RECALL (RIF)

A. If the administration determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, lack of work, changes in work methodology, or financial reasons, the following procedure shall prevail.

1. The number of person affected by a reduction in force will be kept to a minimum insofar as possible by not employing replacements for employees who retire, resign, pass away, etc.
2. When it is necessary to layoff employees, for the reasons set forth above, employees shall be laid off in the reverse order of classification seniority with the least senior employee laid off first. For the purpose of this Article, "classification seniority" shall be defined as the uninterrupted length of service in the job classification. Authorized leaves of absence do not constitute an interruption in continuous service, however, time spent on an unpaid leave shall not count in computing seniority.
3. The following classifications shall be used in the event of a layoff:

Secretary
Maintenance
Head Custodian
Custodian
Head Cook
Cook
Bus Driver
Playground supervisor/aide/monitor/safety guard
Aide
Mechanic

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

4. Employees laid off pursuant to the Article shall be recalled in order of classification seniority to positions within the classification. Regular employees shall be

reinstated before any probationary or governmental program employees or seasonal or casual employees in the affected classification.

5. A laid-off employee shall remain on the recall list for two (2) years from the last date of regular employment in the district unless he waives his recall rights in writing, resigns, retires, fails to accept recall to a position in his classification, fails to notify the Superintendent within five (5) working days and report to work within ten (10) working days after a written notice of recall was sent by certified mail to the employee's last address.
- B. Senior employees shall have the option to be laid off (i.e., accept a voluntary layoff) in lieu of a junior employee who would otherwise be subject to a layoff under this Article.

ARTICLE XVII - SALARY SCHEDULE

The salary increases effective July 1, 2012 and thereafter are as follows:

2012-2013	0%
2013-2014	0%
2014-2015	0%

In the event the Northwest Teachers' Association receives a salary increase or bonus in any and/or all years of this Agreement, the parties agree to implement the same bonus or percentage increase to the salary schedule and any increase in insurance payments.

NORTHWEST LOCAL SCHOOLS
 SALARY SCHEDULE 2012-2013
 SALARY SCHEDULE 2013-2014
 SALARY SCHEDULE 2014-2015
 July 1, 2012

STEP	SECRETARY 12 month 2080 hours 260 days	SECRETARY 11 month 1928 hours 241 days	SECRETARY 10 month 1696 hours 212 days	MAINTENANCE COURIER 12 month \$ per hour	HS HD CUST 12 month 2080 hours 260 days	CUSTODIAN 12 month 2080 hours 260 days	MECHANIC 260 days \$ per hour
1	30,755	28,510	25,082	16.64	34,039	32,425	15.55
2	31,288	29,004	25,514	16.95	34,639	32,994	15.82
3	31,860	29,533	25,984	17.19	35,237	33,565	16.06
4	32,435	30,066	26,447	17.46	35,837	34,131	16.33
5	33,005	30,596	26,914	17.74	36,439	34,699	16.58
6	33,585	31,123	27,381	18.01	37,038	35,270	16.84
7	34,157	31,660	27,849	18.29	37,639	35,836	17.11
8	34,727	32,187	28,317	18.56	38,239	36,407	17.36
9	35,344	32,759	28,817	18.82	38,839	36,973	17.63
10	35,951	33,329	29,316	19.09	39,439	37,539	17.89
11	36,561	33,898	29,814	19.38	40,039	38,105	18.14
12	37,170	34,467	30,316	19.64	40,641	38,672	18.40

STEP	HS & WSS HD COOK 1122 hours 187 days	MI-CF-CL HD COOK 1122 hours 187 days	ASST COOK 1122 hours 187 days	COOKS \$ per hour 187 days	BUS DRIVERS 794.75 hrs 187 days	PLAYGROUND SAFETY GUARDS HANDICAPPED AIDE 187 days \$ per hour
1	15,473	15,212	13,984	12.06	11,902	11.77
2	15,824	15,565	14,289	12.11	12,112	11.83
3	16,177	15,917	14,592	12.17	12,322	11.90
4	16,533	16,269	14,898	12.25	12,530	11.97
5	16,883	16,626	15,207	12.30	12,741	12.06
6	17,237	16,978	15,510	12.38	12,946	12.11
7	17,592	17,333	15,814	12.47	13,155	12.17
8	17,946	17,686	16,117	12.53	13,363	12.25
9	18,301	18,037	16,419	12.59	13,580	12.30
10	18,653	18,394	16,719	12.65	14,341	12.38
11	19,009	18,745	17,023	12.72	15,103	12.47
12	19,364	19,098	17,327	12.78	15,864	12.53

EXTRA BUS TRIPS

11.49

- A. Employees shall be paid on a twenty-six (26) pay period plan.
 - 1. The amount of base pay (excluding any extra trips or overnight trips) for bus drivers shall be calculated on:
 - a. the driver's estimated, yearly salary based upon the driver's individual step on the salary schedule from paragraphs A, B or C above.
 - b. divided by 26.
 - 2. For bus drivers who have kindergarten bus routes, the number used in D.1.a. above shall also include the driver's estimated, yearly pay from the kindergarten route. The estimated, yearly pay for kindergarten routes is calculated by:
 - a. multiplying the driver's scheduled, yearly hours for the kindergarten route.
 - b. times the driver's hourly rate.
 - (1) The driver's hourly rate is determined by the driver's individual step on the salary schedule; from paragraph A, B, or C above; divided by 794.75 hours.
- B. The EMIS Coordinator shall receive a \$1,000 supplemental each year.

ARTICLE XVIII - INSURANCE

- A. In order to be eligible for insurance, an employee must be contracted for at least twenty (20) hours per week if employed after July 1, 2004.
- B. Any member of the bargaining unit who was eligible for insurance on July 1, 2004 but chose not to participate shall become eligible if there is a change in circumstances.
- C. Those employees who are not eligible for insurance may elect to purchase insurance from the Stark County Council of Governments Substitute Insurance Program.
- D. Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview

See Plan Booklet for more detailed coverage information

Medical

The Board will pay 95% of the premium and the employee will pay 5% for full-time employees. Part-time employees' premiums will be prorated based on:

Employees working less than 7 1/2 hours per day shall be entitled, subject to paragraph A above, to participate in this health insurance program. Payment shall be as follows:

<u>Hours Worked</u>		<u>Bd. Paid</u>	<u>Emp. Paid</u>
6 to less than 7 1/2 hours	Family Single	95% 95%	5% 5%
4 to less than 6 hours	Family Single	55% 55%	45% 45%
2 to less than 4 hours	Family Single	25% 25%	75% 75%

minimum hours subject to requirements in paragraphs A, B, C above

Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Well Baby Care: \$1,000

Diabetic Management Program: will be part of all PPO programs

Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative: Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

An employee on any Board approved leave shall be entitled to request and receive the right to be covered by insurance for hospitalization, surgical benefits, and major medical, so long as the employee reimburses the Board monthly, in advance, the total premium for said insurance at Board rate.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.00 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Employees working less than 7 1/2 hours per day shall be entitled to participate in the dental insurance program. For these employees, the Board shall pay 100% of the monthly premium for such insurance subject to the following maximum amounts with the employee paying all premiums above these amounts.

<u>Hours Worked</u>		
6 to less than 7 1/2 hours	Family Single	100% board paid 100% board paid
4 to less than 6 hours	Family Single	40.00 20.00
2 to less than 4 hours	Family Single	18.00 10.00

minimum hours subject to requirements in paragraphs A, B, C above

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
 - 2) Deductible-Individual \$25 per year
 - 3) Deductible-Family \$75 per year
 - 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE XIX - SERS SHELTER

- A. The following provisions shall apply to any portion of the employee's share of SERS which is not paid by the Board under paragraph B of this Article.
1. Total annual salary and salary per pay period for each employee shall be the salary payable under this Agreement, as amended. The total annual salary and salary per pay period of each employee shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required, from time to time by the School Employee's Retirement System ("SERS"), to be paid as an employee contribution by said employee shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
 2. The board shall compute and remit its employer contributions to SERS based upon total annual salary, including the pickup. The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
 3. The pickup shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose, including extended time.

4. The pickup shall apply uniformly to all payroll payments and shall not be at the individual employee's option.
- B. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the board in compliance with provisions of this Article.
- C. The Board is not liable nor will be held responsible for any related legal, IRS, SERS, or any other agency's penalties or decisions concerning this plan now or in the future.

ARTICLE XX - SEVERANCE PAY

- A. Severance pay shall be a one-time, lump sum payment to eligible employees. An employee's amount of severance pay shall be determined as of the final date of employment. In order to be eligible for severance pay, an employee shall:
1. Have notified the Superintendent in writing of his or her intention to retire so that the notification is received by the Superintendent no later than April 1st preceding retirement. The notification requirement may be waived by the board upon recommendation by the Superintendent when circumstances of the retirement are such that enforcement of the requirement would be inequitable. Action to waive the requirement must be initiated by the retiree.
 2. Not have collected severance pay by reason of a previous retirement as a classified person.
 3. Actually retire from employment as a classified person and be eligible for immediate payments from the School Employee's Retirement System or other State retirement fund/system.
 4. Have not less than ten (10) years of service as an employee of the Board.
- B. The amount of severance pay due an employee shall be calculated by:
1. Multiplying the accumulated sick leave up to 120 days properly credited to the employee on the retirement date by one-third.
 2. Multiplying the accumulated sick leave in excess of 120 days by one-tenth.
 3. Adding the products of step one and two.
 4. Multiplying the sum in step 3 times the per diem rate at the time of retirement.
 - a. The per diem rate will be calculated by including salary from the salary schedule and any other

salary from supplemental contracts earned during the year prior to retirement.

- C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by the employee.
- D. Application for severance pay shall be made using the appropriate form.

ARTICLE XXI – LABOR – MANAGEMENT COMMITTEE

There shall be a Labor Management Committee composed of three (3) people appointed by the Superintendent and three (3) people appointed by the OAPSE President. The Committee shall meet in October of each year and establish a schedule of meetings for that school year.

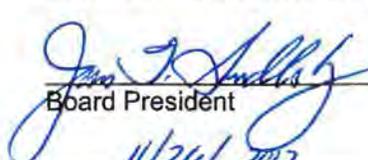
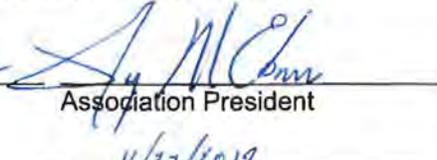
ARTICLE XXII - EFFECTS OF CONTRACT

- A. The duration of this Agreement shall be from July 1, 2012, through June 30, 2015.
- B. Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of bargaining unit members, and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, begin to negotiate in good faith regarding any necessary change in the Agreement.
- C. This Agreement supersedes all previous oral and written agreements between the Board and the Association and constitutes the entire Agreement of the parties. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only. No amendments, modifications, alterations, additions, or changes to this Agreement shall be binding or effective unless made in writing and signed by both parties hereto.
- D. Except for mandates which may result from federal laws/regulations enacted/issued subsequent to the execution of this Agreement, or any terms or conditions of employment, it is also agreed that, during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to collective bargaining and that the Association expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Board or any of its agents with violating in raising a grievance.
- E. Whenever a conflict exists between the provisions of this Agreement and the provisions of any policy previously or hereafter adopted by the board, the provisions of this Agreement shall control. In the event of any such conflict between an adopted policy and this Agreement, that portion of the policy in conflict with this Agreement shall be deemed automatically rescinded and of no force or effect.

- F. If during the term of this Agreement the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

- G. Provisions for the 2014-2015 school year shall be determined as a result of the teachers' bargaining unit negotiations.

	
Board President	Association President
<u>11/26/2012</u>	<u>11/27/2012</u>
Date	Date