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NEGOTIATED AGREEMENT

Between The

**NORTHWEST LOCAL SCHOOL DISTRICT
(SCIOTO COUNTY)
BOARD OF EDUCATION**

And The

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO
AND ITS LOCAL #376**



OAPSE/AFSCME Local 4/AFL-CIO

JULY 1, 2012 - JUNE 30, 2015

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ARTICLE 1- RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative to all non-teaching employees in the following units:

The bargaining unit includes all full-time and regular short-hour employees in the following positions, classifications or units:

- | | |
|----------------|----------------------|
| A. Bus Drivers | E. Maintenance |
| B. Custodians | F. Driver/Mechanic |
| C. Cooks | G. Educational Aides |
| D. Secretaries | H. Cafeteria Clerk |
| | I. Health Nurse |

- 1.2 OAPSE agrees to exclude the positions of Treasurer, Assistant to the Treasurer, Administrative Secretary, Supervisor of Buildings/Grounds, Secretary to Treasurer, Transportation Coordinator and the Head Bus Mechanic from the bargaining unit.
- 1.3 Any change in the composition of the bargaining unit shall be made in accordance with Chapter 4117 of the Ohio Revised Code.
- 1.4 The term “employee,” as used in the Agreement, refers to all classified employees in the bargaining unit employed by the Northwest Board of Education.

ARTICLE 2 - ASSOCIATION SECURITY AND DUES CHECK OFF

- 2.1 The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Association; upon presentation of a written authorization individually executed by any employee.
- 2.2 Monthly payroll deductions shall be forwarded directly to the State Association, together with a list showing the names of the employees and the amount deducted.
- 2.3 The Board further agrees to continue to honor present dues deductions authorizations executed by the employee in favor of the Association in accordance with the provisions of section 4117.09 (B) (2) of the Ohio Revised Code.
- 2.4 Dues deduction authorization shall continue in effect until an employee revokes in writing such authorization. Notification shall be sent to the Board Treasurer and the Local Treasurer. Revocation shall take place only during a ten (10) day period prior to August 31st of the year in which the contract expires.
- 2.5 Association dues, as certified by the Treasurer of the Association annually on September 5, shall be deducted in twenty-six (26) equal installments. No charge shall be made for deduction.

- 2.6 All members of the bargaining unit who are not members of the Association and its Local #376 and who were hired before September 1, 1989 shall pay to the Association a fair share fee as a condition of employment with the Northwest Local School District effective October 1997. Such fair share fee shall not exceed dues paid by members of the Association and its Local #376. Any member dropping out of the bargaining unit must pay the fair share fee.

The Association shall notify the Board of the fair share fee amount and of any changes in the amount of dues deductions, and shall provide to each non-member employee a notice of the amount of the fee, and adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.

Fair share fee shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required. Both dues and fair share fees shall be forwarded to the State Association with notices of names, addresses and amounts. Equal fair share fee deductions shall be made over 26 pays.

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. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction 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 this period covered by the remittance.

ARTICLE 3 - ORGANIZATIONAL RIGHTS

- 3.1 OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- A. The right to access at reasonable times to areas in which the employees work.
 - B. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times, with approval of the building principal.
 - C. An updated copy of the Board Policy Manual.
- 3.2 As a means of maintaining a line of communication between the Board, its officers, and classified staff, a District Advisory Committee will be maintained by the Superintendent. The committee shall consist of up to five (5) classified employees, as assigned by the Association President, to provide classified staff input on matters relevant to working conditions, classified staffing, job duties, etc. The Committee will meet a minimum of

three (3) times per school year as scheduled by the Superintendent. The Committee shall meet for the purposes of communication, discussion and input only, with no decision-making responsibility assigned.

ARTICLE 4 - COVERAGE

4.1 The Board agrees to bargain collectively with the Association for the purposes required by Chapter 4117 of the Ohio Revised Code.

4.2 Board of Education Rights

Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent, all powers, rights and authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate or hire non-certified employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted, suspend, discipline, demote or terminate non-certificated employees for just cause; lay off, transfer, assign, schedule, promote or retain non-certificated employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district as an educational unit, and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer non-certificated employees. The exercise of any of the foregoing management rights requires neither prior negotiation with, nor agreement of, the Association.

ARTICLE 5 - NEGOTIATIONS PROCEDURE

5.1 Pursuant to Sections 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.

5.2 If either party wishes to terminate, modify, or negotiate a successor agreement, it must service written notice of the intention upon the other party not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall establish a mutually agreeable time, date and place for all initial meeting and parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first (1st) bargaining session, this Association and the Board of Education shall submit their complete proposals for a successor agreement. Neither party shall submit additional issues for collective bargaining after presenting its initial proposals, unless the other party agrees.

- 5.3 The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) persons, including consultant. Neither party shall have control over the selection of the negotiation team of the other party. In addition, each party may have no more than two (2) observers attend each negotiation session. Observers cannot speak or comment to either party. No additional person(s) shall attend the negotiations. The Superintendent shall furnish to the Association, and the Association will furnish to the Superintendent, upon reasonable request, all available information pertinent to the issue under negotiations such as financial condition of the District. The Board and the Association will incur no special expense in providing such information to the other party. The Board will furnish to the President of OAPSE one (1) copy of all Board minutes.
- 5.4 Fifty (50) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in Section 4117.14 (c) (2)-(6) of the Ohio Revised Code.
- 5.5 If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties. Costs, if any, shall be shared equally by the Association and the Board. The mediator has no authority to recommend or to bind either party to any agreements.
- 5.6 When and if a successor agreement is negotiated by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.
- 5.7 Individual employees may express their views to the Board at any scheduled meeting in accordance with Board policies; however, collective bargaining shall only be conducted between the Board and the Association.

ARTICLE 6 - FURTHER TERMS OF AGREEMENT

- 6.1 Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations and practices of the Board, which shall be contrary to, or inconsistent with terms contained in any individual terms of employment heretofore in effect. All future employees shall be employed expressly subject to terms of such an agreement.

ARTICLE 7 - CONSISTENCY WITH LAW

- 7.1 If any provisions of an agreement between the Board and the Association shall be found to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is mutually agreed that if changes

are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

ARTICLE 8 - NO STRIKE CLAUSE

- 8.1 There shall be no strikes, lockouts, work stoppages, slow downs or disturbances for the duration of the Agreement. The Association agrees to fully support the Board in maintaining school operation, and participation by any employee in an act involving this provision shall be cause for discharge.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Grievance Policy

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees within the bargaining unit can be assured of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any non-certified employee initiating or participating in the grievance procedure by reason of such initiation or participation.

9.2 Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

9.3 Grievance Defined

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement, as well as any discipline.

A grievant shall mean a person or group alleging that some violation, misinterpretation or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a group grievance shall have arisen out of identical circumstances affecting each member of said group.

9.4 General Provisions

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association for an alleged violation that affects two (2) or more employees within the bargaining unit.
3. All alleged violations must first be discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

4. A grievance shall be reduced to writing and include:
 - a. The provision of this Agreement that has been violated, misapplied or misinterpreted.
 - b. A statement of the facts concerning the alleged violation.
 - c. Relief sought.
 - d. Date of informal discussion.
 - e. Date of initiating procedure.
2. The grievant and the Board of Education may be represented by counsel of their choice at Levels II and III on behalf of themselves or their agents.
3. The grievance procedure shall be the sole and exclusive method of resolving disputes concerning this Agreement.

9.5 Grievance Forms

1. A grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. Such forms must provide for designation of the provision of this Agreement allegedly violated and shall state the contention of the employee or the Association, and shall indicate the relief requested.
2. Any grievance not advanced to the next step by the grievant or the Association within the specified time limit shall be deemed resolved by the administration's last answer and further appeal shall be barred.
3. If a grievance is not answered by the administration within the time limit at that step, the grievant may advance the grievance to the next step.
4. Time limits may be extended by the administration and the Association in writing; then the new date shall prevail.
5. The grievance forms shall be made available to any employee requesting such form, either through his administrator or Association representative.

Procedure

LEVEL I - ADMINISTRATION

The grievant shall file a written grievance within five (5) working days of the occurrence of the act or condition upon which the grievance is based or the grievance shall be considered waived.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) working days of the filing of the grievance. Either the aggrieved or the administrator may have present, such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

The administrator shall give the employee a written disposition of the grievance within five (5) working days after the meeting.

LEVEL II - SUPERINTENDENT

If the grievant is not satisfied with the resolution of the grievance at Level I, he may, within five (5) working days of receipt of such written response, submit his written grievance to the Superintendent or his/her designee and request a meeting to discuss the grievance. The meeting shall be within five (5) working days of the request. The meeting shall be conducted in a manner as stated in Level I. Within five (5) working days of the meeting, the Superintendent or his/her designee shall provide the grievant with a written disposition of the grievance.

LEVEL III - BOARD OF EDUCATION

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, he/she may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. In no event shall the meeting be scheduled to occur more than forty-five (45) days after the Treasurer's receipt of the grievant's written appeal.

The Board shall meet with the grievant to review such grievance in executive session, or give other consideration, as it shall deem appropriate. The written disposition by the Board shall be made to the employee within five (5) working days of the meeting.

LEVEL IV - ARBITRATION

If the Board action does not resolve the grievance to the grievant's satisfaction, he/she may request arbitration within ten (10) working days from the receipt of the Board's disposition. The grievant's request for arbitration shall be by certified mail with return receipt request to the Superintendent. Within ten (10) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative and the grievant and his/her representative shall mutually petition the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. Each party shall have three strikes, a toss of a coin shall determine who strikes first.

The arbitrator shall hold the necessary hearing as soon as possible, which hearing may not be scheduled during the regular school day unless the Board of Education consents. The arbitrator's decision shall be in writing and issued within thirty (30) days of the close of the hearing, after an opportunity for post-hearing briefs from both parties. A copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogative involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board.

Cost of the arbitrator's services shall be paid by the un-prevailing party or as otherwise designated by the arbitrator in case no party clearly prevails.

ARTICLE 10- SENIORITY BID PROCEDURE

10.1 Posting Vacancies

A notice of vacancy in a bargaining unit position shall be posted for five (5) working days. The posting will be given each employee with his/her paycheck including hours worked, salary, and description of position. The positions shall be considered vacant when an employee resigns, retires, is discharged, has completed the probationary period for transfer to a new position or when a new position is created. The Superintendent and Board shall determine whether a vacancy shall be filled. If a vacancy is posted and a regular employee bids, the position will be filled forty five (45) work days from the close of the bid.

10.2 Submitting Bids

During this posting period, employees may apply in writing to the Superintendent on the prescribed bid form. No additional applications will be considered after the five (5) work day posting period.

10.3 Seniority Defined

For the purpose of this Article, there shall be two (2) types of seniority:

- A. District seniority shall be defined as the uninterrupted length of continuous service with the Board of Education beginning with the date of hire.
- B. Classification seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the first date of regular service in the present classification. Seniority classifications shall be those identified in Article 1.1 of the Agreement.
- C. Less than a full-time work assignment shall not affect the calculation of seniority. An authorized paid or unpaid leave of absence shall not constitute a break in service, but time spent on unpaid leave shall not be counted toward seniority. In cases of identical seniority, placement on the seniority list shall be made by differentiating the last three digits of the employee's social security number, with the person with the largest number having the greater seniority. Employees can hold seniority in any classification for which they hold a contract beginning July 1, 1996. This does not affect District seniority.

10.4 Association Rights

The Association shall be provided the current seniority list of all employees contained in the bargaining unit. Upon request, the Board will inform OAPSE, (President, Association or Local) of personnel changes which affect the seniority list. The Board shall supply OAPSE (President, Association or Local) a copy of each position posted, bids received, and awards rendered, upon request.

10.5 Procedure for Filling Existing Vacancies

Qualified employees shall have the right to advance to higher paying positions and new positions when vacancies occur in their classification in the order of their classification seniority. If a position is not filled from that classification, then the qualified employee with the greatest District seniority shall be awarded the position. If the successful bidder withdraws their job bid before starting the new position, the Board shall award the bid position to the next senior bidder for that position. If an employee changes classification, there shall be: (a) a twenty day (20) trial period during which the employee may elect to return to his/her former position; and (b) up to a ninety (90) work day probationary period to evaluate job performance, during which time the Superintendent has the authority to return bidder to his/her former position without loss of benefits or seniority he/she had prior to their change of jobs.

10.6 Filling New Positions

When new positions are created, the applicants shall be selected by District seniority and qualifications. The bid shall be posted, as a "New Position Bid" with description of duties and salary range. The employee trial period shall include up to ninety (90) work days on the job, exclusive sick leave, holidays, etc.

10.7 Involuntary Transfer

When the discipline procedure has been attempted or can not resolve the problem, an employee can be involuntarily transferred but only after consultation with the Association President and/or Field Representative and the employee involved.

10.8 Bus Route Bidding

The driver with the most seniority will be granted the route posting and bidding conditions.

10.9 Bus Housing

Buses may be housed at the Northwest Local School Bus Compound or at the bus driver's residence. Buses may be required to be housed at the NLSB Bus Compound in the following situations:

- A. Bus driver does not live within six (6) miles of his/her first pick-up point.
- B. Incidences or occurrences of vandalism or property damage at the drivers' residence.

ARTICLE 11 - LAYOFF AND RECALL

- 11.1 If it becomes necessary to suspend the contracts of employees in a job classification due to abolishment of position, lack of funds, lack of work or consolidation of schools, the following procedure shall govern such layoff.
- 11.2 The Board of Education shall attempt to keep the number of people affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire or otherwise vacate a position within the job classification affected.
- 11.3 Whenever it becomes necessary to lay off employees by reason as stated above, employees shall be laid off according to seniority within the job classification affected with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the first date of regular service in the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration shall determine which employee shall be laid off first by differentiating the larger of the figures derived from the last three (3) digits of the employee's social security number, with the person with the larger number having the greater seniority.
- 11.4 The following job classifications shall be used for the purpose of defining classification seniority in the event of layoff:

- | | |
|----------------|----------------------|
| A. Custodian | E. Secretaries |
| B. Bus Drivers | F. Driver/Mechanic |
| C. Cooks | G. Educational Aides |
| D. Maintenance | H. Cafeteria Clerk |
| | I. Health Nurse |

- 11.5 The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employees in that classification employed under a continuing contract are laid off.
- 11.6 Fourteen (14) days prior to the effective date of layoff, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classification and indicating which employees are to be laid off. 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 his rights of reinstatement from the layoff.
- 11.7 For each classification in which the layoff occurs, the Board shall prepare a reinstatement list. The list shall place in reverse order of layoff, the names of employees with continuing contracts. Next on such list, in reverse order of layoff, shall be the names of employees with limited contracts. Reinstatement shall be made from this list before any employees are hired in the affected classification.
- 11.8 Vacancies, which occur in the classification of layoffs, shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered. Notice of recall shall be sent by certified mail to the employee's last address on file with the Treasurer. The employee is responsible for notifying the Treasurer of his/her current address. The employee shall respond to the recall notice within three (3) working days. Any employee who declines reinstatement, in writing, shall be removed from the reinstatement list. If such employee refuses to decline in writing, the date of such refusal shall be noted and employee's name removed from the reinstatement list. No person new to the system shall be hired for any position for which an employee on such list is qualified.
- 11.9 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority and notice of reinstatement shall be made by certified mail.
- 11.10 Employees who are laid off in a particular classification and who have at least one year (120) days of employment experience with the Board in another classification shall have

their names added to the other employment classification seniority list and shall be permitted to bump into that classification if their District seniority is greater than the least senior person then employed in that classification. The person exercising bumping rights would fill the position of the least senior person they bumped, regardless of duties, hours or shift. The person exercising bumping rights shall be placed on zero (0) step of the classification they are bumping into.

If an employee has one year of experience in more than one classification, the employee will bump into their most previously held classification first, and then, if necessary, could bump into another previously held classification in order.

The parties agree that time spent as a substitute does not qualify as experience with the Board for the purpose of this Article. The parties further agree that an employee must have a current Commercial Driver License to bump into the Bus Driver's classification and an employee must meet the qualifications set forth by the Federal Government to bump into the Education Aides' classification.

The Union agrees that the Board shall be held harmless for the seniority dates established for all bargaining unit employees. It shall be the Union's responsibility to assure the accuracy of the bargaining unit seniority list.

- 11.11 Employees shall notify the Administration in writing of their intent to bump another employee within three (3) days after their official receipt of notice that they are eligible to bump.

ARTICLE 12 - DISCIPLINE PROCEDURE

- 12.1 Unless an employee presents a clear and present danger to the health and safety of himself, students or other employees as determined by the Superintendent, no disciplinary action demoting or suspending or terminating without pay shall be taken without first having had a hearing, if the employee so requests. The employee shall first be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to a representative of his choice at such hearing. The employee must sign the statement, acknowledging the receipt of the statement and date received. If an employee receives a written warning, suspension, demotion or termination, he may file a grievance in accordance with Article 9. The grievance procedure shall be the exclusive means of challenging a disciplinary action and shall be in lieu of an appeal under Section 3319.081 of the Ohio Revised Code.
- 12.2 Disciplinary action shall consist of a course designed to improve the quality of the employee. Except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health or safety of himself or others as determined by the Superintendent in 12.1, the measures of discipline shall follow in the order listed below:

- A. 1St Offense – Oral Warning
- B. 2nd Offense- Written Warning
- C. 3rd Offense- Possible suspension or termination

Serious offenses may warrant immediate suspension without pay or termination. In such cases, the progressive disciplinary procedures above need not be followed.

- 12.3 No written reprimand on any employee shall be placed in such employee’s personnel file unless notice of such reprimand has been given, in writing, to such employee.
- 12.4 The employee’s personnel file shall be available, during regular office hours, for inspection upon request of such employee. Said employee shall not be permitted to remove any document or record from said file, but shall be provided copies of any material contained therein upon payment of costs of reproduction.
- 12.5 Disciplinary action more than three (3) year prior to the current school year shall not be used to determine the measures of discipline as outlined in 12.2.
- 12.6 In the event allegations are made against an employee which result in disciplinary action consisting of a written warning, suspension or termination, upon request, the employee shall be supplied the name(s) of those who made the allegations.

ARTICLE 13 - SICK LEAVE

- 13.1 Each person employed by the Board shall be entitled to fifteen (15) days’ sick leave with pay for each year under contract, which shall be credited at the rate of .58 days per each twenty-six (26) pays with the last pay at .50 to balance.
- 13.2 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others and for absence due to illness, injury or death in the employee’s immediate family.

Sick leave words Immediate Family as defined: Employees shall be allowed three days absence caused by the death of a parent, grandparent, wife, husband, sister, brother, daughter, son, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and step children. These days shall be deducted from sick leave time. Unused sick leave shall be accumulated for the period of time that an employee works for the Board up to a maximum of two hundred forty (240) days.

Employees shall be allowed one day of absence caused by the death of the following: Uncle, Aunt, Nephew, Niece, Cousin, Grandparent-in-law. Absence beyond the one day shall be at loss of pay; however, if the member of the family was also a permanent member of the employee’s home, then the allowance shall be three days within deduction. These days shall be deducted from sick leave.

If a member of an employee’s immediate family should become ill or injured in an

accident, the employee may be granted sick leave upon the approval of the Principal and Superintendent of schools. The definition of the words Immediate Family, parent, grandparent, wife, husband, sister, brother, daughter, son, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, step children, and/or relatives living in the household. Approval on a day to day basis shall be determined by the Principal and Superintendent. These days shall be deducted from sick leave.

- 13.3 Any accumulated sick leave of a person separated from any other public service shall be transferable up to a limit set according to law.
- 13.4 Employees who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the pro rata rate of the full-time employee.
- 13.5 If sick leave is taken and medical attention was required, the Board may request a signed statement to justify the use of sick leave. Falsification in sick leave forms, misinterpretation or dishonesty by an employee in obtaining a physician's certificate, in applying for sick leave, or in verifying a claim for sick leave shall be grounds for discipline, including termination of employment.
- 13.6 Any bargaining unit employee who has used no sick leave, who has used no personal leave and/or no leave without pay, and who was employed at or before the last board meeting before the school year begins shall be eligible during that school year for an attendance bonus in accordance with the schedule below. Any bargaining unit employee who has used no sick leave, who has use no personal leave and/or no leave without pay, and who was employed at or before the last board meeting before the first day of December (the second half of the school year), shall be eligible for the second half of the attendance bonus in accordance with the schedule below:

July 1 through November 30 - \$300.00
December 1 through June 30 - \$300.00

The Board will pay a maximum of \$600.00. Payment for the attendance bonus shall be twice a year; the last pay before Christmas and the first pay in July, and will be included in the regular payroll check. No leave without pay may be taken without the written approval of the Superintendent.

- 13.7 If five (5) or more consecutive days of sick leave are taken, or ten (10) or more total days in any work year are taken, the employee shall submit a statement from a licensed physician describing the nature of the illness or injury and the employee's need to be absent.

ARTICLE 14 - SEVERANCE PAY

- 14.1 Upon acceptance by the School Employees Retirement System (SERS) within sixty (60) days from the last paid service to the Northwest Local School District, an employee shall

be paid in one (1) lump sum an amount calculated at the employee's regular rate of pay equal to one-third (1/3) of the employee's accumulated and unused sick leave not to exceed fifty-two (52) days. Upon such payment, all accumulated unused sick leave is thereby extinguished. No more than one (1) such payment shall be made to any employee. If an employee who has ten (10) or more years of service with the Northwest Local School District dies prior to retirement, severance pay shall be paid to his/her beneficiary.

- 14.2 A severance of \$2,500.00 will be awarded to bargaining unit employees who have at least 30 years of service as evidenced by SERS. It is the employee's responsibility to provide such evidence and to provide notice of retirement by May 15 of the contract year in which they are going to retire. Bargaining unit employees who retire for disability purposes shall not be eligible for the severance provided for in this article.

The Board agrees to award this severance to no more than ten (10) bargaining unit members in any one contract year. If more than ten (10) members request the severance in any one contract year, a tie-breaker system will go into effect as follows: (1) most years of service in the district; (2) the member that first turns in his/her intent to retire.

- 14.3 Upon retirement, a maximum of twenty-five (25) days unused vacation shall be paid as severance. Bargaining unit employees who retire for disability purposes shall not be eligible for the severance provided for this article.

ARTICLE 15 - FAMILY AND MEDICAL LEAVE

- 15.1 The Board and the employees shall abide by all applicable terms of the Family Medical Leave Act of 1993 and the official interpretations thereof and amendments thereto.

The Board may exercise all permissible rights granted by said Act. The bargaining unit employees may exercise all permissible rights granted by said Act.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.1 Upon written request and availability of a suitable replacement, the Board of Education may grant a leave of absence for a period of not more than two (2) school years for educational, professional or other purposes. The Board of Education shall grant such leaves where illness or other disability is the reason for the request. At the Board's request, an employee shall have a medical examination by a Board appointed physician at Board expense to determine the necessity for a requested or unrequested medical leave of absence. A third physician, if necessary, shall be mutually agreed upon and cost shall be equally shared.

- 16.2 Upon the return of the employee from such leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

- 16.3 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee is continued in employment as a regular employee, or if he is hired as a regular employee by the Board within one (1) year after his employment as a replacement, he shall receive credit for his service with the Board during such replacement.
- 16.4 Any credit awarded to an employee as mentioned above shall be in compliance with Section 3319.081 of the Ohio Revised Code.
- 16.5 If the employee is unable to return to work after a leave of absence approved under 16.1, the employee shall submit a written resignation to the Board of Education, effective at the end of the leave of absence.

ARTICLE 17 - PERSONAL LEAVE

- 17.1 An employee shall be granted no more than three (3) unrestricted personal days per contract year. Personal leave days shall be prorated for less-than full-time personnel.
- 17.2 Application for personal leave shall be made in writing on the prescribed form and submitted to the appropriate supervisor or building administrator. Except in cases of urgent necessity, applications shall be made five (5) days prior to the beginning of such leave.
- 17.3 The three (3) days unrestricted leave shall not be taken the day before, or after a holiday or vacation period, or during the last ten (10) days of school, except upon the approval of the Superintendent.
- 17.4 Personal leave shall not be charged to sick leave.
- 17.5 Personal leave may be taken in hour increments but shall accrue in days.
- 17.6 The Board shall reserve the right to limit the number of employees on Personal leave at any time during the school year.
- 17.7 All unused personal days as of June 30 of each year shall be converted to sick days added to the employee's accumulated sick leave.

ARTICLE 18 - OAPSE LEAVE

- 18.1 The Board shall authorize no more than two (2) elected delegates of OAPSE Local #376 leave of no more than three (3) days to attend the OAPSE Annual Conference with continuity of salary. The Board shall not pay any expenses of the delegate for such leave. The delegates must apply for personal leave to receive their salary.

ARTICLE 19 - HOLIDAYS

19.1 The non-certificated employees shall be granted the following paid holidays:

Labor Day	Thanksgiving Day
Christmas Eve	Day after Thanksgiving
Christmas Day	New Year's Day
Memorial Day	Good Friday
July 4 th (12 month employees)	

19.2 Any employee who is required to work on the above holidays is to be granted double time at the appropriate rate of pay or granted compensatory time off.

19.3 To be eligible, an employee must be under regular contract and have accrued earnings on his/her work day preceding and following the holiday or be excused on such work days.

ARTICLE 20 - VACATION

20.1 Any employee eligible for three (3) weeks' vacation shall be granted one (1) week of vacation any time during the calendar year according to schedule agreed upon with the supervisor, provided the immediate supervisor be given advance notice three (3) weeks prior to the first (1st) day of vacation except in an emergency.

20.2 The Board shall reserve the right to limit the number of employees on vacation at any one (1) time during the school year.

20.3 Fifteen (15) days of vacation may be accumulated. Upon the employee's request, the employer shall buy out his/her vacation time. The request must be given to the School Treasurer no later than June 1st of each year with payment being made on the last pay period in June of each year. The vacation days shall be paid at the employee's current daily rate.

20.4 Vacation shall be granted as follows:

1 to 10 years	-	2 weeks vacation
11 to 14 years	-	3 weeks vacation
15 and above	-	4 weeks vacation

20.5 Only regular employees who are employed to work twelve (12) full months shall be entitled to vacation.

ARTICLE 21 - REPORT PAY

21.1 The Board agrees that any time an employee reports to work and work is not available, he shall be paid for two (2) hours at his regular rate of pay.

ARTICLE 22 - JOB DESCRIPTIONS

- 22.1 The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- 22.2 Prior to any change in any job description covered under this Agreement, OAPSE shall be notified of such change anticipated and the effective date of such change.

ARTICLE 23 - WORKERS' COMPENSATION

- 23.1 All employees covered under this Agreement are protected under the State of Ohio Workers' Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.
- 23.2 An employee injured while performing assigned responsibilities shall report the injury to his/her immediate supervisor within seventy-two (72) hours. When appropriate, the employee may submit an application for benefits to the Bureau of Workers' Compensation.
- 23.3 For absence due to injury, the employee shall have the option of submitting a claim under worker's comp or using sick leave when an injury occurs as a result of his/her employment with the school district. Any such choice shall be made by filing a signed notice to the effect with the Treasurer. Nothing herein shall preclude an employee from changing to a lost time claim for the injury and stop using sick leave.

ARTICLE 24 - EMPLOYEE EVALUATION

- 24.1 An evaluation form made out on any employee's work record shall be examined by the employee and initialed by him prior to being placed in his file. Such evaluation shall be conducted no less frequently than the year of expiration of such employee's limited contract or if the employee has a continuing contract, at least once during every three (3) years.
- 24.2 An employee may write his comments on any evaluation form examined by him.
- 24.3 Any employee can request to see and will be permitted during regular office hours to examine his personnel file, so long as the employee does not remove article from the file.
- 24.4 Any record of a disciplinary nature held in an employee's file must have been initialed by the employee or contain a statement by the appropriate administrator that the disciplinary record has been examined by the employee but such employee refused to initial such record.

ARTICLE 25 - PHYSICAL EXAMINATION/DRUG TESTING

- 25.1 The Board of Education will provide, at no cost to the employee, any physical examination required by the Board of Education, provided however, that such Board shall not be required to pay the fee for any physical examination required for the use of sick leave or disability leave.
- 25.2 Bus drivers will be paid three (3) hours at the trip rate each time they are required to be drug tested. An additional two (2) hours will be paid if the drug testing causes the bus driver to miss an extra trip that would have exceeded three (3) hours in length. Testing as a result of citation is exempt from paid status if convicted. Board will provide transportation to and from the test site, but there will be no reimbursement for individual transportation expenses.

ARTICLE 26 - HOURS OF WORK

- 26.1 All employees shall receive the hours and pay specified for the position except such hours and pay may be reduced pursuant to law. All employees shall be paid for holidays to which they are entitled in accordance with Article 19 of the Agreement.

ARTICLE 27 - BUSES

- 27.1 All buses shall be kept in safe driving condition and shall be inspected prior to the opening of school. No driver shall be required to drive a bus, which has been determined by the head bus mechanic to be unsafe. If the driver does not concur with such determination, he/she may appeal to the Superintendent or the designated Transportation Supervisor.
- 27.2 Only those drivers who are under contract as regular or a substitute driver shall be assigned to any route or extra trip requiring the use of a school bus. Those provisions shall not apply to school vans with capacities of ten (10) or fewer people and which do not require a certified bus driver as operator. Further, this provision does not apply to any extra bus trip in a vehicle not owned by the Board of Education.
- 27.3 For a bus driver whose bus is housed at his/her residence, a bus driver workday shall be defined as follows:
- Work day shall begin with the first pick-up in the morning and end with the drop-off at the appropriate location plus fifteen (15) minutes pre-trip time for a. m. route; and assigned bus lot time in the afternoon until the last drop-off in the afternoon plus fifteen (15) minutes post-trip time for pm route.
- 27.4 For a bus driver whose bus is housed at the NLSB Bus Garage, a bus driver workday shall be defined as follows:

Work day shall begin at the time the driver leaves the bus compound in the morning and ending with the drop-off at the appropriate location plus fifteen (15) minutes pre-trip time for a. m. route and assigned bus lot time in the afternoon

until they return to the bus compound plus fifteen (15) minutes post-trip time for the p.m. route.

- 27.5 Full-time bus drivers shall be paid a minimum of five (5) hours per work day. All time worked over five (5) hours in a work day performing the following duties shall be paid at the driver's regular hourly rate of pay:

Driving a.m. and p.m. route (including breakdown time)
Cleaning inside and/or outside of bus.

- 27.6 Bus drivers shall be paid a maximum of three (3) hours at his/her regular hourly rate of pay time spent at the beginning of each school year for the purpose of completing his/her required route description.
- 27.7 Bus drivers shall be paid for plug-in pay a total of \$55.00 per each school year.

ARTICLE 28 - CALAMITY DAY

- 28.1 Calamity Days shall be defined as days not in session that are not required to be made up to meet the minimum school year as required by Law. No School Days shall be defined as days not in session that are required to be made up to meet the minimum school year as required by Law.
- 28.2 All employees shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity, provided that no such employee shall be paid for additional days work required to be made up to meet the minimum school year as required by law.
- 28.3 Any employee required by his or her supervisor or principal to perform work for the Board shall be given compensatory time off for calamity hours or days worked. Employees not required to be present by his/her supervisor or principal shall not be required to make up days or part of a day provided said days are not required to be made up to meet the minimum school year as required by law.
- 28.4 Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.

ARTICLE 29 - TRANSFER

- 29.1 When an employee transfers into a different classification, the Board shall place such employee on that step of the pay scale, which reflects appropriate credit for present service in the District to the extent that such present service can be helpful in the new classification.
- 29.2 When an employee transfers from Cook to Head Cook or from Custodian to Maintenance classification, he/she will remain on the same step of the pay scale.

ARTICLE 30 - ADMINISTRATION MEETINGS

- 30.1 Any employee required to attend a meeting held other than during the employee's regularly scheduled work day shall be paid pro rata at the employee's regular hourly rate of pay. Voluntary in-service will be scheduled periodically on a no-pay basis. There will be no recriminations for those not attending. Secretaries may be required to attend one (1) scheduled in-service work day prior to the beginning of their normal starting date, which shall be with pay.

ARTICLE 31 - TRAVEL ALLOWANCE

- 31.1 Any employee requested by his supervisor or building principal to use his own vehicle to service the Board shall be paid at the rate according to the Northwest Board Policy.

ARTICLE 32- OVERTIME

- 32.1 All hours over forty (40) in one (1) work week shall be paid at the rate of one and one half (1/2) times the regular rate, with the exception of the contract language contained in 42.8 as to the rate of trip pay.
- 32.2 Employees shall, at their option, be allowed to take compensatory time off in lieu of monies earned in overtime. Compensatory time off will be earned at the appropriate rate of overtime. Compensatory time earned during one (1) school year shall be taken prior to the next school year unless approved otherwise by the Superintendent.
- Employees who hold dual contracts must utilize compensatory time for the job classification in which it was earned.
- 32.3 Overtime shall be granted by the classification by seniority in the building where overtime is offered, and if no employee in the classification in the building, the overtime must then be offered to the classification by using district seniority.
- 32.4 Overtime can be refused without recrimination if substitutes or an alternative solution is available.

Administration shall have the option of working twelve month employees five (5) eight (8) hour days or four (4) ten (10) hour days during the summer or Christmas and Spring break.

For the purpose of time sheets, effective July 14, 2008, the pay period shall begin on Monday and end on Sunday.

ARTICLE 33 - SHIFT PAY

- 33.1 If the majority of hours actually worked by a half-time or more permanent employee in a workday occur between the hours of 3:00 p.m. and 11:00 p.m., the employee shall

receive, in addition to the applicable straight-time rate of pay for that workday a shift differential of fifteen cents (\$.15) per hour for all hours actually worked in that workday.

If the majority of hours actually worked by a full-time employee in a work day occur between the hours of 11:00 p.m. and 7:00 a.m., the employee shall receive, in addition to the applicable straight time rate of pay that workday, a shift differential of twenty-cents (\$.20) per hour for all hour actually worked in that workday.

For the purpose of computing overtime compensation pursuant to Section 32.1 of this Agreement, any shift differential to which an employee is entitled shall be considered part of the straight time rate of pay.

ARTICLE 34 - DOUBLE SHIFTS

- 34.1 No employee shall be required to work more than a double shift in any twenty-four (24) hour period.
- 34.2 Substitutes shall be called in for the 8:00 a.m. shift when maintenance personnel or custodians have worked the sixteen (16) hours previous to that shift.

ARTICLE 35 - CALL OUT TIME

- 35.1 In the event that an employee is requested to report other than his/her normal schedule, he/she shall be paid a minimum of two (2) hours pay at the applicable rate of pay.

ARTICLE 36 - CLASSIFICATION

- 36.1 Any employee assigned to perform work that normally is performed by an employee holding a higher classification, shall receive the rate of pay for the higher classification. Upon eligibility for classification pay, such employee shall be paid the higher rate of pay from the first (1st) day of such service.
- 36.2 Assignments of Custodian/Maintenance within the custodian classification have been made, one (1) per building, with positions coming out of current number of custodians. There will be no more such assignments made. Those currently in those positions shall remain in those positions until they bid out of those positions, retire or otherwise remove themselves from those positions. Once each custodian/maintenance position is vacated, it shall be eliminated. The Board may replace those custodian/maintenance positions with custodial positions.
- 36.3 Assignment of bus driver within the Driver/Mechanic classification shall be paid at the appropriate step of the bus driver salary schedule that would apply for time for the amount of time driving the bus.

ARTICLE 37 - LUNCH PERIOD

- 37.1 All regular employees within the bargaining unit who work four (4) hours or more per day shall have a duty-free thirty (30) minute lunch period. Any employee required by his immediate supervisor to be on duty during such lunch period shall be paid for the time of such duty or given compensatory time off.

ARTICLE 38 - EXTRA ASSISTANCE

- 38.1 When a supervisor or employee determines a need for extra help in the Food Service or Secretarial area, he/she may request extra assistance from the appropriate building administrator. The building administrator may assign extra assistance as needed. Any conflicts or disagreements will be resolved by the Superintendent.
- 38.2 Neither secretaries nor aides shall be used as substitute teachers. No bargaining unit employee shall be utilized as a substitute teacher.
- 38.3 Contracts for handicapped transportation will be reviewed as changes occur and may be non-renewed annually.
- 38.4 The Superintendent or his/her designee will establish a seniority list of qualified employees to do extra custodial work. Extra work is defined as extra custodial work needed during regular work days, or extra custodial work needed during summer, spring or Christmas Break. Qualifications and the number of people on the list will be determined by the Superintendent. An employee with special skills may be selected by the Superintendent to perform specialized jobs. All bargaining unit employees shall have an opportunity to request inclusion on the Extra Work List each school year. The list will be maintained by the Superintendent or his/her designee. Regular contracted short hour custodians will be offered this work prior to using the list. All extra work assignments shall be made by the Superintendent or his/her designee.

The Superintendent's attempts to contact qualified employees on the list shall be deemed reasonable and in satisfaction of the agreement if the Superintendent attempted to contact the employee at his or her work location and attempted one call each to his or her home, work and cell phone numbers, if those numbers were provided to the Superintendent by the employee

- 38.5 Pay for the work outside of classification to be paid at the zero (0) step in the classification in which the extra work is assigned.
- 38.6 Bargaining unit members not employed in the bus driver classification may receive a stipend of \$400.00 per year for maintaining school bus certification for the use by the district as a substitute driver, as per approval of the Superintendent. The stipend shall be paid to qualifying employees on the 26th or last pay for the preceding year. Bargaining unit members not in the bus driver classification, when used as substitute bus drivers, shall be given route consideration over non-bargaining unit members. To be eligible for

the stipend bargaining unit members must drive one half (1/2) or more of the times he/she is requested as documented by central office.

ARTICLE 39 - PAYROLL DEDUCTION FOR INSURANCE AND CREDIT UNION

- 39.1 The Board agrees that any employee who is required to pay a portion of an insurance plan or school employee credit union sponsored by the Northwest Local Board of Education may do so through payroll deductions.

ARTICLE 40 - INSURANCE

- 40.1 Hospitalization, Major Medical and Dental Insurance - The Board shall provide the current hospitalization, major medical and dental insurance coverage for each full time employee who enrolls. If for any pay period there are insufficient wages due payable to the employee to cover the premium to be withheld, the employee must submit directly to the Board not later than the employee's normal payday, the amount of premium owed by the employee. If, during the term of this Agreement, the premiums for such health insurance are increased, the Board and participating employees shall continue their same pro rata share of premium costs. All eligible (full-time staff) desiring to opt out of the insurance program (Health Insurance only) shall receive a bonus of two thousand (\$2000.00) dollars annually. The employee must opt out of the plan for an entire year (open period to open period) before being eligible for the \$2000.00 dollars. Bargaining unit employee retiring from the Board who are eligible for the bonus shall receive the bonus with his/her last paycheck.

1. The Board will pay 95 percent of the premium amount for all single and family bargaining unit members who applies for, makes proper application and is eligible for coverage under the insurance carrier's eligibility terms. The employee will pay 5 percent (deducted from the employee's paycheck) of the monthly premium amount.
2. Effective July 1, 2013 the Board will pay 93.5%, the employee will pay 6.5% of the monthly premium.
3. Effective July 1, 2014 the Board will pay 92%, the employee will pay 8% of the monthly premium.
 1. Dental Insurance as coverage offered by the Board of Education at 100% Board share.
 2. Vision Insurance as coverage offered by the Board of Education at 100% Board share.
 3. The Board of Education will no longer reimburse for out of pocket expenses for health care cost previously agreed to in the Memorandum of Understanding pertaining to Health Insurance, effective October 1, 2002 through June 30, 2002.

- 40.2 Life Insurance - The Board shall provide and pay the entire monthly premium for thirty thousand dollars (\$30,000.00) double indemnity group life insurance coverage for each employee.
- 40.3 Coverage - Dental, life and medical insurance coverage shall be substantially equal to or better than the coverage currently in effect. The Board shall select the carrier(s) and/or plan administrators to provide group insurance coverage.
- 40.4 Duplicate Coverage - Where more than one (1) member of a household is employed by the Board, only one (1) family hospital, surgical and major medical policy or two single policies will be provided. However, each employee shall receive life and dental insurance coverage regardless of whether other family members are employed. Employees affected by this provision shall notify the Treasurer as to which family member is to be enrolled.
- 40.5 The threshold for participation in health insurance benefits is a minimum of three (3) hours per day work schedule. Employees working three (3) hours per day may participate in any or all insurance benefits by paying the entire monthly premium to the Treasurer's office by the first day of each month.

Single contract employees who hold at least a five (5) hour contract shall be considered a full-time, and are eligible for full health benefits. Multi-contract holders must have a minimum of six (6) hours (combined jobs) per work day to be eligible for full health benefits.

- 40.6 The obligation of the Board to withhold monies from employee's paychecks to pay cancer insurance premiums and to invest in annuities, shall hereinafter be limited. The union shall select not more than two (2) cancer insurance policies and not more than five (5) annuity plans, which they desire the Board to withhold monies from employee's paychecks to pay premiums. Employees desiring to use other insurance or annuity plans shall do so without the benefit of payroll deduction.
- 40.7 The obligation of the Board to withhold monies from employee's paychecks to pay health insurance shall be done deducting the employee's monthly share of the premium in bi-weekly installments.

ARTICLE 41- WAGES

- 41.1 All bargaining unit employees will receive zero (0) wage increase effective July 1,- 2012, or on the first (1st) day of service on the employee's 2012-2013 provided, however, that the retroactive portion of this increase will be paid only on straight time (I.e., non-overtime) hours. The parties agree to re-open the agreement the second and third year of the contract for wages only.
- 41.2 The wage rates for 2012-2013, 2013-2014, 2014-2015, shall be determined in accordance with Article 43.2.

- 41.3 The Board shall add to the salary schedule a twenty-eight (28) year experience step of ten cents (\$.10) per hour. This step is reflected on the attached salary schedule.
- 41.4 Educational Aides shall be paid for a seven (7) hour work day.
- 41.5 Office Assistants shall be moved to the classification of Secretary at their current step held as Office Assistants, but paid in accordance with Secretary salary schedule.
- 41.6 Effective January 1, 2013, all classified employees shall be required to participate in payroll direct deposit.

ARTICLE 42 - BUS DRIVER EXTRA TRIPS

- 42.1 There shall be three (3) sign-up periods for bus drivers who wish to take extra trips, The first will be held in August, the second in November, and the third in March, which will coincide with the beginning of each sports season. Trips will be assigned during sign-up meetings on a rotations basis. Assignment of new extra trips and previously assigned trips turned in shall be made on a straight seniority basis from those signing up at the appropriate sign-up period. A “trip list” of approved drivers based on seniority, shall be maintained by Administration to be used for the assignment of new extra trips and previously assigned trips turned in during each of the three sign-up periods. The March trip list will be used for the trips arising after the school year has ended, but before the August trip sign-up.
- 42.2 Drivers who wish to trade trips to which they have been assigned may, at the discretion of the Transportation Coordinator in the Central Office, be permitted to do so via the following procedure:

- A. Both trips must be scheduled on the same date.
- B. Both Drivers desiring to trade trips must present, in person, to the Transportation

Coordinator in the Central Office. (this requirement is for management purposes - assignment of substitutes for routes, notification to person(s) responsible for trip etc.) as well as to ensure that both parties are amenable to the transaction. Traded trip(s) shall not be considered a “turned-in” trip. Any driver who accepts assignment of an extra trip will be permitted a maximum of three (3) turn-ins. Drivers who have turned in more than 3 trips will not be permitted to participate in the next trip rotation. (ie. Fall Trip Rotation, Winter Trip Rotation, Spring Trip Rotation)

Drivers who have legitimate situations (emergencies) for turning in trips shall not be penalized. The Superintendent or designee shall determine whether a situation is a legitimate emergency.

- 42.3 Except in the case of emergencies, a driver must provide forty-eight (48) hours notice to withdraw their acceptance of an extra run, or will be docked at a two (2) hour trip rate trip rate.
- 42.4 Except for emergency situation, a driver who does not show up for an extra run will be docked two (2) hours pay at the trip rate of pay.
- 42.5 In the event a driver shows up for an extra trip that was canceled but notice was not given of the cancellation, the driver shall be paid at the rate of two (2) hours trip rate.
- 42.6 Regular contract driver shall have the opportunity to take extra trips before substitute drivers. Substitute bus drivers may be placed on the trip list, but after the lowest seniority contracted driver.
- 42.7 There shall be a minimum of five (5) hours per day for regular bus drivers. Hours for short-hour employees in the bus driver classification shall be determined by the Board. All hours worked over contracted hours per day shall be paid at the driver's hourly rate of pay.
- 42.8 Effective July 1, 2008, hours worked on Extra Trips shall be paid at an hourly rate of \$13.00. Drivers who are called out during the school day between 9:30 a.m. and 1:30 p.m. shall be paid a minimum of one (1) hour. The driver is responsible for reporting on a time sheet whether the one (1) hour minimum is applicable.
- 42.9 Bus drivers are ineligible to take extra trips which are estimated to take three hours or less if the trip time conflicts with his/her dual contract hours outside of the school bus classification without the approval of the Superintendent or designee.
- 42.10 Overnight Trips
- A. A bus driver who accepts the assignment of an overnight trip shall be paid for all hours except for off duty hours/sleeping.
- B. A bus driver who accepts the assignment of an overnight extra trip shall be provided sleeping accommodations and shall not be responsible for supervision of students.

ARTICLE 43 - PAYROLL PROCEDURES

- 43.1 There shall be twenty-six (26) pays per fiscal year in accordance with procedures established by the Treasurer. Every six (6) or seven (7) years, as necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid a 27th pay in a year.
- 43.2 The Treasurer shall normally distribute notice of wage rate to each employee no later than July 1 for the succeeding school year. However, when the salary schedule for the

succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new wage rate schedule is established.

ARTICLE 44 - SALARY SCHEDULES

44.1 All pay schedules for bargaining unit members shall be included in this Agreement.

If any employee receives a wage increase, bargaining unit employees shall receive the same wage increase.

44.2 If State Law requires, the Board agrees to reimburse employees holding Boiler License the annual renewal fees for those employees who hold a valid boilers license as of July 1, 1991. To be reimbursed, employee must submit paid receipt and copy of license.

44.3 Head cooks shall be eligible to receive one (1) additional hour per week for paperwork. Head cooks are responsible for showing time on the time sheet.

ARTICLE 45 - COMMERCIAL DRIVER'S LICENSE

45.1 The Board agrees to reimburse bargaining unit employees the initial cost of commercial drivers' license, and re-certification, if required by their job assignment. Hourly rate of pay, or wages, are not considered reimbursable costs. The employer may provide travel expenses or accommodations if deemed necessary by the Superintendent. All costs, expenses, or accommodations are subject to pre-approval by the Superintendent.

ARTICLE 46 - TUITION

46.1 Upon request of the parent, a student who is not otherwise entitled to attend school in the Northwest School District will be admitted tuition free as the child of a full-time employee in the District. No child will be admitted under this Article after the first (1st) day of classes of any school year. (This Article does not apply to employees from out-of state.)

ARTICLE 47 - SAFETY COMMITTEE

47.1 The Board of Education agrees to recognize a District Safety Committee, which shall consist of at least one (1) representative from each building, plus the Building and Grounds Supervisor, Board member and one (1) administrator.

The powers of the Safety Committee shall be limited to recommending safety changes to the administration and facilitating safety training sessions.

Meetings of the Safety Committee shall be on time other than during regular work schedule of the members of the Safety Committee.

Reports will be made to the Board of Education.

ARTICLE 48 – PERSONAL AIDE POSTINGS

The Board shall post during the summer any and all vacant Student Aide positions for those students whose IEP's call for a personal Aide. These postings shall be awarded on an annual basis and shall be reviewed as changes occur. The position shall be posted and awarded in accordance with this agreement, with the successful bidder being afforded all benefits contained within this agreement. The bumping rights contained in this agreement shall not apply to any vacancy arising in such positions during the school year

ARTICLE 49 – GUIDELINES FOR VOLUNTEERS

The Board agrees to apply the attached guidelines for parent volunteers in kindergarten classrooms.

GUIDELINES FOR PARENT VOLUNTEERS IN KINDERGARTEN CLASSROOMS

1. All parent volunteers will be trained by teacher/aides prior to volunteering in the classroom.
2. Confidentiality will be stressed in the volunteer training.
3. If a teacher recognizes that a problem exists when a parent volunteer is in their own child's classroom, the teacher will suggest alternative volunteer opportunities.
4. Parent volunteers can help with art projects and listening to children read.
5. Parent volunteers can help in the cafeteria and recess with opening of condiment packages, opening milk, zipping coats, tying shoes, and escorting students to office/nurse.
6. Parent volunteers can assist the teacher with bookmaking, running copies or laminating.
7. Parent volunteers can monitor computer program use.
8. Parent volunteers can help with keeping the classroom clean.
9. Parent volunteers cannot be involved in the testing of students.
10. Parent volunteers cannot instruct students.
11. Parent volunteers cannot be used as substitutes.

Parent volunteers should not be permitted to perform the following:

1. No classroom instruction.
2. No small group instruction.
3. No computer instruction.
4. No assisting in classroom instruction.
5. No nine (9) week testing.
6. No interim testing.
7. No group testing.
8. Volunteers should not have access to student grades, attendance or health records, and should not be permitted in the classroom during head checks for lice.

ARTICLE 50 - DURATION

50.1 Waiver of Negotiations

It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining and that the Association expressly waives the right to submit any additional items 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 specific 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 has violated in filing a grievance or a charge with the State Employment Relations Board.

50.2 Duration

This Agreement shall become effective July 1, 2012, and shall expire on June 30, 2015.

FOR THE NORTHWEST LOCAL
SCHOOL DISTRICT BOARD
OF EDUCATION

FOR THE NORTHWEST LOCAL
SCHOOL EMPLOYEES
ASSOCIATION, OAPSE LOCAL #376

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

1. Understanding that Grounds keeper will be part of the Custodian classification. In the event that work in the grounds keeping is not available, he/she will cover work as a custodian. If he/she has not worked in the custodian classification before, he/she should be paid on zero (0) step of the custodian salary schedule. Job bid should indicate that the job is primarily grounds keeping. Inclement weather may dictate the use of flexible hours and compensatory time.
2. We will discuss year round school if the issue materializes.
3. It is hereby understood that the Northwest Local School District and OAPSE Local #376 hereby agree to the following terms and conditions and

Whereas, the Northwest Local Board of Education and OAPSE Local #376 agreed to abolish the classification entitled Office Assistant effective July 1, 2005; and

Whereas, employees formerly in the classification of Office Assistant shall be moved into the Building Secretary classification effective July 1, 2005; and

Whereas, with respect to pay, former Office Assistants shall maintain their current step; and

Whereas, Article 103. defines seniority;

IT IS, THEREFORE, Agreed by and between the parties that the following classification seniority shall prevail:

Carolyn Brown	09-25-95	805
Anita Hamilton	09-25-95	564
Marianne Emmons	08-08-97	330
Bonnie Emmons	07-01-05	972
Joyce Thompson	07-01-05	901
Thelma Shirey	07-01-05	772

**OAPSE
FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person(s) within five (5) calendar days of discussion with Supervisor or Department Head if matter not resolved informally.)

Aggrieved Person _____

Date of Formal Presentation _____

Home Address of Aggrieved Person _____

School _____

Principal or Supervisor _____

Years in School System _____

Classification _____

Name of OAPSE Representative (if represented by OAPSE) _____

Statement of Grievance:

Action Requested:

Signature of Aggrieved