



# **Master Agreement**

13-MED-01-0022  
2517-02  
K30068  
10/22/2013

**between the**

**NORTHWESTERN LOCAL  
EMPLOYEES ASSOCIATION/  
OEA/NEA Unit #2  
(Classified Staff)**

**and the**

**NORTHWESTERN LOCAL  
BOARD OF EDUCATION  
(Wayne County, Ohio)**

**Effective**

**July 1, 2013 – June 30, 2016**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	RECOGNITION.....	1
2	NEGOTIATIONS PROCEDURE.....	1
3	ASSURANCE CLAUSE.....	4
4	<b>RIGHTS.....</b>	
	A. Management Rights.....	4
	B. Association Rights.....	4
	C. Individual Rights.....	5
5	<b>OCCUPATIONAL SAFETY AND HEALTH.....</b>	
	A. Report Internally First.....	10
	B. District’s Right to Reassign.....	10
	C. Discrimination to Be Grieved.....	10
6	<b>DRUG &amp; ALCOHOL TESTING PROCEDURE.....</b>	10
7	<b>COMPLAINTS.....</b>	11
8	<b>GRIEVANCE PROCEDURE.....</b>	
	A. Definition of Terms and General Policies.....	12
	B. Procedure.....	13
9	<b>VACANCY AND TRANSFER.....</b>	
	A. Posting.....	14
	B. Bidding.....	14
	C. Filling Vacancies.....	15
	D. Transfer Outside of Bargaining Unit.....	15
	E. Involuntary Transfers.....	15
	F. Promotional Probationary Periods.....	16
10	<b>EVALUATION.....</b>	16
11	<b>PERSONNEL FILES.....</b>	17
12	<b>SENIORITY, LAYOFF AND RECALL.....</b>	
	A. Seniority Defined.....	17
	B. Layoff.....	18
	C. Recall.....	20
	D. Temporary Substituting by Laid-Off Bargaining Unit Members.....	21
13	<b>VACATION.....</b>	
	A. Eligibility and Entitlement.....	21
	B. Scheduling.....	21
	C. Calamity Day Conversion.....	21
	D. Sick Leave Conversion.....	21
	E. Holiday Conversion.....	22
	F. Carry Over.....	22
	G. Pay at Retirement.....	22
14	<b>PAID HOLIDAYS.....</b>	
	A. Nine (9) and Ten (10) Month Bargaining Unit Members.....	22
	B. Eleven (11) and Twelve (12) Month Bargaining Members.....	22
	C. Saturday/Sunday Scheduling.....	22
	D. Holiday Pay.....	23

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
15	<b>HOURS.....</b>	
	A. Regular Rate.....	23
	B. Overtime Rate.....	23
	C. Compensatory Time.....	24
	D. Saturday and Sunday Work.....	24
	E. Calamity Day Pay.....	24
	F. Pay for Training and Set Up.....	25
	G. Meeting Pay.....	25
	H. Salary Increments.....	25
	I. Definition of Month.....	25
	J. Non-Student Contract Days.....	25
16	<b>PAID LEAVES OF ABSENCE.....</b>	
	A. Sick Leave.....	26
	B. Assault Leave.....	27
	C. Personal Leave.....	27
	D. Professional Leave for Attendance at Professional Conferences, Clinics, or Conventions.....	28
	E. Compulsory Leave.....	29
	F. Emergency and Hazardous Leave.....	29
	G. Association Leave.....	29
	H. Funeral Leave.....	30
17	<b>UNPAID LEAVES.....</b>	
	A. Child Care Leave.....	30
	B. Family and Medical Leave.....	30
	C. Extended Leave of Absence.....	31
	D. Military Leave.....	31
	E. Unpaid Short Term Leave.....	31
	F. Fringe Benefits.....	32
18	<b>PAYROLL.....</b>	
	A. Paychecks.....	32
	B. Association Dues.....	32
	C. Fair Share Fees.....	33
	D. Political Action Deductions.....	34
	E. Credit Union Deductions.....	34
	F. Insurances.....	35
	G. Tests/Investigations of Current Bargaining Unit Members.....	35
	H. Annuities.....	35
	I. Savings Bonds.....	35
	J. Purchasing Service Credit.....	35
	K. Paycheck Deduction.....	36
19	<b>WAGES.....</b>	
	A. Wages.....	36
	B. Schedules.....	37
	C. Placement.....	47
	D. Higher Classification Pay.....	47
	E. Call Out Pay.....	47
	F. Extra Hour Documentation.....	47
	G. Tests/Investigations of Current Bargaining Unit Members.....	47

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
20	<b>OTHER INCOME</b> .....	
	A. Mileage.....	47
	B. Severance Pay/Retirement Incentive.....	48
	C. SERS Pick-Up.....	49
21	<b>INSURANCES</b> .....	
	A. Hospitalization/Surgical Insurance.....	49
	B. Prescription Drug Insurance.....	53
	C. Life Insurance.....	53
	D. Dental Insurance.....	54
	E. Liability Insurance.....	54
	F. Prorated Insurance.....	54
22	<b>LIABILITY SETTLEMENTS</b> .....	54
23	<b>NOTIFICATION OF SUPERVISOR</b> .....	55
24	<b>JOB DESCRIPTIONS</b> .....	55
25	<b>SUBSTITUTES</b> .....	55
26	<b>CPR/FIRST AID TRAINING</b> .....	55
27	<b>AIDES/TECH</b> .....	56
	A. Pay for Computer Training.....	56
	B. Supplies.....	56
	C. Days.....	56
	D. Local Professional Development Committee.....	56
	E. Labor/Management Committee.....	56
	F. Library Techs.....	56
28	<b>CAFETERIA</b> .....	
	A. Towel Cleaning.....	56
	B. Evaluation.....	57
	C. Notification of Field Trips/Pizza Parties.....	57
	D. Kitchen Usage for Outside Activities.....	57
	E. Days.....	57
29	<b>CUSTODIAL</b> .....	
	A. Building Functions.....	57
	B. Night Radios.....	57
	C. Maintenance Work.....	57
	D. Winter Building Checks.....	58
	E. Kitchen Cleaning.....	58
	F. Days for Nine (9) Month Custodians.....	58
	G. Building Overtime.....	58
	H. Job Duty Distribution/Prioritization.....	58
30	<b>GROUNDKEEPER</b> .....	58
31	<b>CLERICAL</b> .....	
	A. Securing Replacements.....	59
	B. Building Responsibility.....	59
	C. Reimbursement for Job Calls.....	59
	D. EMIS/POISE Training.....	59
	E. Days.....	59

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
32	<b>TRANSPORTATION.....</b>	
	A. Field Trips.....	60
	B. Cancelled Field Trips.....	61
	C. Cleaning Tools.....	62
	D. Meetings/In-service.....	62
	E. Roster Time.....	62
	F. Route Assignment.....	62
	G. Two-Way Radios.....	62
	H. Pay for Travel To/From Service.....	62
	I. Telephone Lists.....	62
	J. Summer Bus Cleaning.....	62
	K. Regular Employee Sub Rate.....	63
	L. Type of Vehicle.....	63
	M. Pay for CDL.....	63
	N. Safety Training.....	63
	O. Emergency Situations.....	63
	P. Pre-School Transportation Aides.....	63
	Q. Handicap Transportation Aides.....	63
	R. Transportation Aides.....	63
	S. On Board Instructor (OBI).....	64
	T. Abstracts.....	64
	U. Days.....	64
	V. Routes.....	64
	W. Inclement Weather.....	64
	X. Inspection Forms.....	64
33	<b>WORKERS' COMPENSATION.....</b>	64
34	<b>NO STRIKE .....</b>	65
35	<b>DURATION AND INTENT.....</b>	65
	<b>SIGNATURES.....</b>	66
 <b>APPENDIX A</b>		
	<b>DRUG AND ALCOHOL TESTING PROCEDURE FOR DRIVERS.....</b>	
	A. Who is Covered.....	67
	B. Prohibited Conduct.....	67
	C. Consequences of Engaging In Prohibited Conduct.....	68
	D. Testing For Alcohol.....	68
	E. Controlled Substance Testing.....	70
	F. Administration of Testing.....	71
	G. Records.....	73
	<b>Attachment:</b> Certificate of Receipt of Drug and Alcohol Testing Procedure and Post-Accident Procedure for CD.....	74
	<b>Attachment:</b> Consent to Allow Former Employers to Release Drug and Alcohol Testing Information.....	75
	<b>Attachment:</b> Letter to Personnel Director.....	76

**Attachment:** Request for Drug and Alcohol Testing Information from Former  
Employers' Information Form..... 77

**APPENDIX B**  
**GRIEVANCE FORM..... 78**

**APPENDIX C**  
**LEAVE FORM..... 79**

**NOTES..... 80**

## **ARTICLE 1. RECOGNITION**

The Northwestern Local Board of Education, hereinafter referred to as the "Board," recognizes the Northwestern Local Employees Association/OEA/NEA, Unit #2, hereinafter referred to as the "Association," as the exclusive representative for all full-time and regular part-time noncertified/non-licensed personnel including head cooks, cooks, dishwashers, breakfast program cook/cashiers and cafeteria assistants; teacher aides, teacher aide, Chapter 1 teacher aide, library technicians and study hall monitors; transportation mechanics, bus drivers, van drivers and transportation aide/bus monitors; building custodians, custodians, groundskeeper, Treasurer's secretary/bank messenger, guidance secretaries, and building secretaries. Excluded are all certificated/licensed teaching employees, all supervisory personnel including Superintendent and principals, "volunteer" van drivers and all confidential, seasonal, casual and substitute employees as defined in Ohio Revised Code 4117.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

A. Negotiations shall be initiated by notification from the Association in writing to the Board and SERB no earlier than February 1 and no later than March 15.

### **B. Negotiations Meetings**

1. Once negotiations begin, there shall be a negotiations session every seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or when agreed upon mutually.
2. Complete written negotiation proposals shall be submitted to the other party at the first negotiations session. Any issue or proposal introduced after this session shall require mutual agreement in order to be included in negotiations.

### **C. Representation**

Representation shall be three (3) to five (5) representatives each for the Board and the Association with no fewer than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.

### **D. Exchange of Information**

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiations and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiations, provided that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board and its negotiators or the Association and its negotiators.

**E. Agreement**

1. As each item is tentatively agreed, the item shall be reduced to writing and initialed by a representative of each team.
2. Once tentative agreement is reached on all items, the total tentative contract shall be submitted to the Association for ratification within seven (7) calendar days of the final negotiations session.
3. When the Contract is ratified by the Association, it shall be submitted to the Board for ratification at its next regular or special meeting, but no later than seven (7) calendar days after the Association's ratification.
4. Once ratified by both parties, the contract shall be signed by representatives of the parties as specified by Article 34, and is binding on all parties.

**F. Impasse Procedures**

1. If fifty (50) calendar days before the expiration of the existing Contract the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Contract.
2. If an impasse exists forty-five (45) calendar days before the expiration of the Contract, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If after assisting the parties the mediator advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the Contract, SERB shall appoint within one (1) calendar day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB and from a list of qualified persons maintained by SERB.
  - a. The fact-finding panel shall, in accordance with the rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
  - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Contract, or both.

4. The following guidelines apply to fact-finding:
  - a. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the State.
  - b. The fact-finding panel shall conduct the hearing pursuant to rules established by SERB.
  - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
  - d. The fact-finding panel may administer oaths.
  - e. SERB shall prescribe guidelines to follow for the fact-finding panel in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in Division (G) (7) (a) to (f) of ORC 4117.14.
  - f. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with the parties other than the direct parties to the dispute.
5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board, to the Association, and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel unless the parties mutually agree to an extension. The State shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.
6. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board, by a three-fifths (3/5) vote of its total membership, and the Association, by a three-fifths (3/5) vote of its total membership, may reject the recommendations; if neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a Contract shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of the fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.
7. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the contract has expired, then the Association shall have the right to strike under ORC

4117, provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.

- G. During the period of negotiations, news releases may only be made upon mutual agreement of the parties.
- H. "Days," throughout this Contract, shall mean calendar days.
- I. Good faith requires that the Association and the Board are willing to react to each other's proposals.
- J. All parties to the negotiation procedure shall absolutely respect the confidential nature of these meetings. Progress reports may be made to the Board/Administration and to the Association by their respective negotiation teams.
- K. If there is a discrepancy between Board policy and this Contract, this Contract shall be controlling.

### **ARTICLE 3. ASSURANCE CLAUSE**

The parties to this Contract and their agents, the staff, the Administration, and the Board agree that there shall not be any reprisals in any manner taken against any person(s) as a result of or arising from use and/or participation in negotiations, grievances, Association activities, and/or any other use of this Contract.

### **ARTICLE 4. RIGHTS**

#### **A. Management Rights**

The Board and Administration retain unto their authority and discretion any matter not contained in or referenced by this Contract and are restricted in exercising their authorities only by this Contract.

#### **B. Association Rights**

1. Each school year the Board shall make available in each building for bargaining unit members use at least three (3) copies [one filed in the library, one in the office, and one in the lounge] of the Board Policy Book and other regulations which affect all bargaining unit members. Amendments to these regulations and policies will be issued, as they become available. One (1) copy of any proposed change in the Policy Book which affects a bargaining unit member shall be made available to the Association President within ten (10) days after it is sent to the Board but no later than prior to the Board meeting in which the proposed change will be discussed.

2. The Association will be permitted common use of a bulletin board in each employees' lounge.
3. Use of school mailboxes will be permitted for Association business.
4. Communication between, among and/or on behalf of the Association during lunch periods will not be restricted. If the representative is a nonemployee of the Board, then the representative shall check in with the Principal.
5. The right to use facilities and equipment by the Association shall be at least the same as those granted any school sponsored organization.
6. Committee Assignments and Representation
  - a. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.
  - b. The Association shall have the right to appoint twenty percent (20%) of the persons to be seated on any District-wide committee or building committee (established after the effective date of this Agreement) that has members other than just Board members, treasurers, and administrators. Any bargaining unit member on a committee will not have the authority to bind the Association.
  - c. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

**C. Individual Rights**

1. Input to Appropriations

Opportunity for bargaining unit member input concerning yearly appropriation measure will be provided prior to the adoption. Supplies will be included in the appropriations as recommended by each bargaining unit member with consideration and approval of the Supervisor. Bargaining unit members will be responsible for dollar amounts of supplies requested, but the Superintendent and the Supervisor reserve the right to put limits on the total amount.

2. Building Budgetary Information

Supervisors will provide building budgetary information approved by the Board under C1, above, to their respective bargaining unit members after adoption of the appropriation measure.

3. Input to Levies

The Board shall seek out input and suggestions from the members of the bargaining unit through the Association concerning any Operating Levy/Bond issue, as to when it should possibly go on the ballot and suggested millage. The Association shall provide input back to the Board at least ten (10) calendar days prior to the date of necessary Board action.

4. Administration of Student Medication

- a. No bargaining unit member who is authorized by the Board to administer medication to student during school hours and who has a copy of the most recent physician's statement shall be liable in civil damages for administering or failing to administer the medication, unless he/she acted in a manner that would constitute "gross negligence or wanton or reckless misconduct."
- b. Bargaining unit members whose religious convictions prohibit administering medication shall not be required to administer medication.
- c. The Administration will provide assistance in a manner prescribed by the Administration, during the student lunch hours at the elementary schools and Middle School, to assist in the dispensing of student medications.

5. Nondiscrimination

No bargaining unit member or prospective bargaining unit member may be discriminated against either in consideration for employment, reemployment, or promotion on the basis of race, color, religion, creed, national origin, or sex.

6. Student Relations

No bargaining unit member shall date a student of Northwestern Local Schools.

7. Student Behavioral Problems; Right to Know

When the Administration has information that a student has a history of violent physical behavior and that information is not otherwise protected by Federal or State law, bargaining unit member who have need to know will be apprised of the student's history of physical violence.

8. Notification of Communicable Diseases

With due regard and respect for student privacy, bargaining unit members with a need to know to whom the student is assigned will be notified of known communicable diseases carried by the student, except as otherwise restricted by law.

9. Probationary Bargaining Unit Members

- a. New bargaining unit members shall be on probation for a period of one hundred twenty (120) workdays.
- b. The Board reserves the right to dismiss bargaining unit members during the last half of the probationary period without reason. During the first half of such probationary period, any dismissal shall not be arbitrary or capricious.
- c. Bargaining unit members who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status at least until such background check has been completed to the extent that is legally required. Failure to meet the requirements of the criminal background check shall result in the immediate termination of employment.
- d. Upon successful completion of the probationary period, the bargaining unit member shall receive an individual one (1) year contract dated from the date of initial employment. All individual contracts will be signed by the Board President, Superintendent, and Treasurer and, among other things, will reference this Contract. Upon completion of the one (1) year contract, if reemployed, only a two (2) year individual contract will be issued. Upon completion of the two (2) year contract, if reemployed, only a continuing individual contract will be issued.

10. Disciplinary Actions

- a. Disciplinary actions shall include verbal reprimands, written reprimands, suspension and termination of bargaining unit members. Discipline shall normally be imposed on a progressive basis. However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.
- b. Disciplinary actions including termination will be for just cause, except as provided for in Section C9, above.
- c. Bargaining unit members shall be notified of the right to have Association representation present at any conference where disciplinary action may be taken and will be given the opportunity to have such representation.

11. Physical Examinations

When physical examinations are required for a position by law or Board policy, the Board will send the bargaining unit member to a physician of the Board's choice and pay for the cost of the physical examination not covered by insurance within thirty

(30) calendar days or will pay the same amount toward the physician of the bargaining unit member's choice. If the Board otherwise requires a bargaining unit member to undergo a physical examination, it shall send the bargaining unit member to a physician of the Board's choice, and shall pay the entire cost of the examination.

12. Educational Growth

- a. When the Superintendent requires a bargaining unit member to attend a workshop, seminar, or other similar program, the Board shall pay registration, tuition or such fees as required for the workshop, seminar, or program. Travel expenses will be reimbursed consistent with Board guidelines.
- b. The board shall appropriate for each fiscal year, Four Thousand Dollars (\$4,000) to reimburse classified staff for class/training tuition for any position/future position within the district.
- c. Bargaining unit members may apply to attend on a first come first served basis, workshops, seminars or other similar programs that relate to their employment responsibilities. If approved by the superintendent or his/her designee, bargaining unit members will have registration, tuition or such fees as are required, up to a maximum of five hundred (\$500) per year paid by the Board. Travel expenses will be reimbursed consistent with Board guidelines.
- d. Bargaining unit members must meet with their supervisor and receive approval of the supervisor and the Superintendent on the appropriate form provided for this purpose prior to enrolling in the college/training course. Correspondence courses, online and distance learning classes from accredited universities or colleges, adult education providers or training centers are eligible for reimbursement with prior approval.
- e. Bargaining unit members shall submit written proof in the form on an official transcript of completed credit at an accredited university with a passing grade or documentation of satisfactory completion from the adult education provider or training center to the Superintendent after the conclusion of the quarter (semester) in which the previously approve course was taken. Furthermore, the bargaining unit member will take the responsibility to obtain and turn in such proof in an expeditious and timely manner;
- f. The reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work has been completed; and
- g. Each bargaining unit member receiving reimbursement under this Section, prior to this/her receipt of such pay, shall agree that he/she will work in this District for at least one (1) full school year following receipt of such pay. If the bargaining unit member of his/her own volition fails to serve in the District for the required period,

the amount of such reimbursement received during the prior school year shall be deducted from said employee's final pay.

13. First Aid Supplies

The Board will furnish first aid supplies, including latex gloves, to bargaining unit members.

14. Event Passes

Bargaining unit members shall receive passes for themselves only to all home athletic events sponsored by and held at the Northwestern Local Schools, excluding fund raising events. These passes are not transferable to any other person.

15. Bargaining Unit Member Liability

Bargaining unit members will be indemnified and held harmless to the extent provided by ORC 2744.

16. Full-Time

Whenever possible, the Board shall hire full-time bargaining unit members over part-time.

17. Input to Calendar

The Administration and the Association members appointed by the Association President will work together to develop calendar choices. Final decision on the calendar will comply with State law which will take into account the input of the staff by providing a multiple of calendar choices to be voted on by the Association with the results going through the Superintendent to the Board who can adjust the staff selection for reasonable cause. All make-up days will be built into the calendar.

18. Absences

Bargaining unit members who are going to be absent shall call his/her Supervisor, and shall not be required to call substitutes except bus drivers who shall make a reasonable attempt, including phone calls, to obtain a substitute before calling a Supervisor.

19. Student Tuition Waiver

Nonresident children of bargaining unit members may attend Northwestern Local Schools with tuition waived. Class placement is up to the Administration. Necessary registration and other paperwork for open enrollment must be completed as a requirement of this Section.

20. Inservice

The District will provide the equivalent of at least two (2) workdays for inservice training during each year. The Association will have the opportunity for input on the subject matter of inservice. Inservices shall be employment related and should include training related to the performance in the job classification.

**ARTICLE 5. OCCUPATIONAL SAFETY AND HEALTH**

**A. Report Internally First**

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

**B. District's Right to Reassign**

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

**C. Discrimination to be Grieved**

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

**ARTICLE 6. DRUG AND ALCOHOL TESTING PROCEDURE**

**A.** If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or drugs or has used such substances on Board property or is involved in a work related accident resulting in property damage estimated in excess of One Hundred Dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both under this Article and Appendix A.

**B.** Bus drivers and other employees who are required to obtain a Commercial Driver's License

will be subject to additional testing for alcohol and controlled substances in accordance with Appendix A.

- C. A bargaining unit member's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination. Bargaining unit members required to leave the job site or work over in order to complete random testing shall be paid his/her regular wages and mileage.
- D. The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost provided the analysis of the test results are done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The bargaining unit member will be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the bargaining unit member will be required to submit to a second medical test before returning to work. The returning bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.
- E. The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this Paragraph E, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this Paragraph E. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.

## **ARTICLE 7. COMPLAINTS**

- A. Upon receipt of a parental complaint, the Supervisor will inform the bargaining unit member and the bargaining unit member will make personal contact with the parent within two (2) workdays, if requested in writing by the Supervisor. It is the responsibility of the bargaining unit member to inform the Building Supervisor of the status of the complaint within two (2) additional workdays.
- B. If such conferences do not lead to understanding and resolution of the problem involved, the Supervisor along with the bargaining unit member will meet to develop a means to deal with the complaint.
- C. The Supervisor, upon initially being informed of a complaint, should inform the parent of the following:

1. The bargaining unit member or the Supervisor will be in contact with the parent within two (2) workdays, if possible; and
  2. The parent should contact the Supervisor if the bargaining unit member does not contact the parent within two (2) days or if the parent is not satisfied with the results of the discussion.
- D.** All anonymous complaints will be disregarded.
- E.** No parental complaint or correspondence will be placed in the personnel file. When deemed necessary, the Supervisor may choose to conduct an investigation into a complaint that may lead to a letter of explanation or reprimand for the bargaining unit member and a copy being placed in the personnel file.
- F.** Allegations of child abuse or neglect will be reported immediately to the Children Services Board and/or appropriate law enforcement officials. The bargaining unit member against whom the allegations are brought will be notified that a report has been made; however, the identity of the informant and the specific contents will not be disclosed without the express consent of the Children Services Board and/or law enforcement officials nor will the Children Services Board or law enforcement officials' report be used against a bargaining unit member by the Board in an employment matter. If the report is released to the Board, it will be given to the bargaining unit member. This paragraph shall not be construed to restrict the Board's further investigation under Paragraph 7E, above.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

### **A. Definition of Terms and General Policies**

1. A "grievance" will be defined as a condition resulting from an alleged violation or misapplication or misinterpretation of:
  - a. this negotiated Contract, or
  - b. other right or working condition affecting a bargaining unit member by the Board and/or Administration.
2. The purpose of the grievance procedure is to promptly secure, at the lowest possible level, acceptable solutions to grievances.
3. A "grievant" is defined as a bargaining unit member, group of bargaining unit members or the bargaining unit who has a grievance.
4. "Days," used in reference to limitations, shall be maximums. However, if the parties are in mutual agreement, limits may be adjusted. Failure of the Administration or Board to act within the required time limits permits the grievance to go to the next

step. Failure of the alleged grievant to follow the prescribed time line makes the grievance null and void, and it may not be refilled.

5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administration deciding the grievance has authority to make a resolution.
6. Either or both parties may be represented by any person(s) of their choice at any level of the grievance procedure.
7. At any level, a grievance may be withdrawn by the alleged aggrieved party without prejudice. The record may be kept by the Superintendent's Office but not in a personnel file.

## **B. Procedure**

### Step One

A grievance shall first be taken up verbally between the grievant and the Administration at that level referred to in A5, above, within thirty (30) working days of the incident or last occurrence giving rise to the grievance. The Administration shall schedule a meeting with the grievant within five (5) working days of a request by a bargaining unit member after the Administrator is notified of the grievance. If satisfactory disposition is not rendered within a period not to exceed five (5) days of the meeting, the grievance may advance to Step Two.

### Step Two

The grievant shall write the grievance in triplicate on a grievance form provided by the Board (Appendix A), one copy for the Administrator, one for the Superintendent, and one for the Association, and give one to the Immediate Supervisor. This step shall be implemented by the grievant in a time not to exceed five (5) working days after the Step One deadline. The Immediate Supervisor shall respond in writing to the grievant within five (5) working days and return one copy of the form to the bargaining unit member, one copy to the Association President, and one copy to the Superintendent.

### Step Three

If a satisfactory disposition is not rendered, the grievant shall, within five (5) working days after receipt of the Administrator's response, forward the grievance to the Superintendent. The Superintendent shall, within ten (10) working days, conduct a conference. The Superintendent shall respond in writing to the grievant within five (5) working days after the conference, and return one copy of the form to the bargaining unit member and one copy to the Association.

#### Step Four

If satisfactory disposition is not rendered, the grievant shall, within ten (10) working days after receipt of the Step Three written response, forward the grievance to the Treasurer on behalf of the Board to study the grievance. The Board shall, at the next Board meeting, conduct a conference in executive session unless required otherwise by law. The Board President shall respond to the grievant within five (5) working days and return one copy of the form to the bargaining unit member, one copy to the Association President, and one copy to the Superintendent.

#### Step Five

- a. If satisfactory disposition is not rendered, the grievant shall, within ten (10) working days, forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the AAA. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding regarding matters defined under Section A1a, above, and advisory only regarding matters defined under Section A1b, above. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, nor shall the arbitrator's opinion amend, nullify, or ignore any part of this Contract; and the arbitrator may only base his/her decision on the contents of this Contract. The arbitrator shall address any jurisdictional disputes as part of any decision on the merits of the grievance.
- b. The costs of arbitration will be equally shared by the parties. Transcripts shall be paid by the ordering party.

### **ARTICLE 9. VACANCY AND TRANSFER**

#### **A. Posting**

1. When a job vacancy occurs due to retirement, termination, resignation, death, promotion or transfer, creation of a new position or summer positions, and the Board decides to fill the vacancy, a vacancy notice shall be posted for five (5) calendar days in each building staffed by bargaining unit members.
2. Such notices shall be posted in a designated open area accessible to all bargaining unit members in each building. During summer months when school is not in session, in addition to postings in each building, all vacancy notices will be included with paychecks or other mailing.

#### **B. Bidding**

Bargaining unit members desiring a vacant position shall submit their bid to the Administrator who is designated on the vacancy notice within the posting period. The

vacancy notice shall contain a job title, rate of pay, and shift.

**C. Filling Vacancies**

1. Comparing Internal to External Candidates

- a. Qualifications developed by the Administration prior to the posting, shall not be discriminatory, unreasonable or excessive and shall be germane to the position. A current bargaining unit member who does not have a marginal or poor evaluation shall be placed in the position if he/she meets the posted qualifications, including satisfactorily completing any standardized assessments required of the position.
- b. Variations from Paragraph C1a, above, shall only be allowed for specific quantifiable reasons.
- c. In filling job openings within the bargaining unit, including new jobs, the Board will give preference to bargaining unit members already employed who are qualified for such jobs by experience or training, either in the same job or in a job of related skill rather than hiring a new employee. In determining qualifications, the Board shall use the criteria set forth in Paragraph C1a, above.

2. Comparing Internal Candidates

- a. System seniority shall be the determining criteria for filling vacancies within the same classification.
- b. In deciding between two (2) or more bargaining unit members from outside the classification to fill a vacancy, system seniority shall prevail if all other considerations are equal. Those considerations include experience or training, either in the same job or in a job of related skill, satisfactory evaluations, and satisfactorily completing any standardized assessments required of the position.

**D. Transfer Outside Bargaining Unit**

A bargaining unit member who accepts a job in the District outside of the bargaining unit (without a break in service) shall maintain his/her previous job classification and bargaining unit seniority. If he/she resumes his/her employment at some future date in the bargaining unit [without a break in service] he/she shall resume his/her job classification seniority (if he/she goes to the same classification) and his/her bargaining unit seniority. The period of time spent in a District position outside of the bargaining unit shall only count toward District seniority.

**E. Involuntary Transfers**

1. Reasons in writing shall be given by the Superintendent if a bargaining unit member

is to be involuntarily transferred to a different classification, shift or location.

2. The bargaining unit member may request in writing a meeting with the Superintendent to discuss the merits of the transfer and at his/her option may have a representative of his/her choice at this meeting. No bargaining unit member will be involuntarily transferred to a position for which he/she is not qualified for.
3. A bargaining unit member may only be involuntarily transferred once per year without the bargaining unit member's agreement.
4. The bargaining unit member and the Association shall be notified as soon as practicable of any involuntary transfer.

**F. Promotional Probationary Periods**

Bargaining unit members who change job classifications shall serve an additional sixty (60) workday probationary period. Upon completion of the probationary period, the seniority shall be computed from the first date of hire. Based upon evaluation, the Board may determine that the bargaining unit member is not meeting the standards of quality and quantity normally expected of a qualified bargaining unit member in such a position. If such a determination is made, the bargaining unit member will be removed from the position and may return to his/her former position and rate of pay.

**ARTICLE 10. EVALUATION**

- A. The purpose of evaluation is to improve performance and to make the record of performance.
- B. Minimally, the following bargaining unit members shall be evaluated:
  1. All probationary bargaining unit members following completion of sixty (60) workdays of service and again prior to the completion of one hundred twenty (120) workdays of service;
  2. Nonprobationary bargaining unit members will be evaluated at least annually.
- C. A bargaining unit member has the right to discuss the contents of an evaluation with the possibility of changing the contents with the evaluator and subsequently the Superintendent.
- D. Bargaining unit members who are in the bargaining unit and have quasi-supervisory responsibilities shall be requested to and may only provide input on a bargaining unit member's evaluation that falls within their area of evaluation.
- E. Bargaining unit members shall respond to administrative noted deficiencies in writing within five (5) days as to how the bargaining unit member will try to improve upon said

deficiency. The Administration shall give assistance to help the bargaining unit member correct said deficiency by providing advice and suggestion for materials and resources.

- F. Evaluation procedure and instruments will be reviewed by representatives of the Administration and the Association during this Contract.

## **ARTICLE 11. PERSONNEL FILES**

- A. All documents included in a bargaining unit member's file shall be dated, identifiable as to source, relevant to performance on the job, accurate, and listed on an inventory sheet.
- B. A bargaining unit member may review his/her personnel file within one (1) workday of a request to the Superintendent.
- C. There shall be only one (1) official file. This shall be kept in the Superintendent's Office. Submission of rebuttals or other matters to be placed in the file, or obtaining copies of materials except classified college/university credentials will be through the Superintendent. Files shall be controlled by laws pertaining to the Privacy Act. Unofficial Building Principal's file contents may only be used if provided to the bargaining unit member and to the official personnel file prior to being used against the bargaining unit member. At the end of the school year, all contents of the Building Principal's file that have not been used shall be destroyed.
- D. Bargaining unit members shall be first provided a copy of any material that will be placed into the file.

## **ARTICLE 12. SENIORITY, LAYOFF AND RECALL**

### **A. Seniority Defined**

1. "System seniority" is that length of time a bargaining unit member has served continuously in the Northwestern School District, from the most recent hire date, as a regular full-time or regular part-time bargaining unit member. "Classification seniority" is the length of time spent continuously in a classification.
2. There shall be a probationary period as defined in Article 4/C9, during which bargaining unit members shall not have any seniority. Upon retention after completion of the probationary period, seniority shall be computed from the date of hire.
3. Seniority Roster
  - a. On or before November 1 of each school year, the Association President and the Superintendent will cooperatively develop two (2) seniority rosters by job classification in descending order of seniority first by the hire date in that job

classification and then one with system seniority. After completion of the roster, they shall be posted.

- b. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave for a work year or more shall not count toward seniority.
- c. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:
  - 1. the date of the Board meeting at which the bargaining unit member was hired; and then
  - 2. the date the bargaining unit member submitted his/her initial employment application in the District; and then
  - 3. any remaining ties will be broken by lot.
- d. Breaking Seniority

All seniority shall be broken and employment shall be terminated when a bargaining unit member:

- 1. quits, retires, or is laid off from the School District;
- 2. is discharged for just cause;
- 3. exceeds any leave of absence provided for in this Agreement; and/or
- 4. is absent three (3) consecutive working days without notifying his/her Supervisor.

## **B. Layoff**

- 1. If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work or building closures, lack of funds, or for any other good reason, the Board may make such reductions through the layoff procedure set forth herein. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

2. The following guidelines for layoff will apply.

a. Attrition

The number of bargaining unit members affected by a layoff will be kept to a minimum by not employing replacements in the effected classifications, insofar as practicable, for bargaining unit members who retire, resign, or otherwise vacated a position in that classification.

b. Bumping

1) A bargaining unit member laid off from his/her job classification may, if qualified including necessary and required licenses and if holding greater system-wide seniority, bump the least senior bargaining unit member in any lower-rated job classification within the bargaining unit member's job category and if none is available, bump any least senior bargaining unit member in any classification previously worked, if still qualified. System seniority shall prevail. Any bargaining unit member exercising bumping rights shall be placed on the job classification salary schedule in accordance with the bargaining unit member's service in that job category.

2) The job classifications within each job category are listed below from the highest classification within a category to the lowest:

a) Custodial

- (1) Building Custodian
- (2) Custodian

b) Groundskeeper

c) Maintenance

- (1) Head Maintenance Person
- (2) Regular Maintenance Person

d) Transportation

- (1) Mechanic
- (2) Bus Driver
- (3) Transportation Aide

- e) Aides
  - (1) Library Tech
  - (2) Assoc Degree/Aide
  - (3) Aide
  
- f) Cafeteria
  - (1) Head Cook
  - (2) Cook
  - (3) Short-Hour Cook
  - (4) Cashier
  - (5) Dishwasher
  
- g) Clerical
  - (1) Building Secretary
  - (2) Guidance Secretary
  - (3) Other Secretary
  - (4) Bank Messenger

**C. Recall**

1. No person shall be hired to do the work of a bargaining unit member laid off, except after implementation of Paragraph C2, below.
  
2. Bargaining unit members shall retain recall rights for twenty-four (24) months from the date of layoff. Bargaining unit members shall be recalled from layoff in reverse order of the layoff to the classification from which they were laid off or lower-rated job classification within the bargaining unit member's job category or classification previously worked, if still qualified. Notices of recall shall be sent by certified or registered mail to the bargaining unit member's last known address as shown on Board records or delivered in person. The recall notice shall state the time, date and place at which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least five (5) calendar days notice excluding Saturdays, Sundays, and holidays to report to work. Failure to report within the required time shall terminate any recall rights. However, no bargaining unit member shall lose his/her place on the recall list by declining a position with fewer regularly scheduled hours of work than the position the bargaining unit member last held while employed in the District.

**D. Temporary Substituting By Laid-Off Bargaining Unit Members**

While on the recall list, bargaining unit members on layoff shall be first called for any substituting in the classification from which the bargaining unit member was laid off for temporary openings. Refusal or unavailability to substitute shall not be interpreted as a decline in recall.

**ARTICLE 13. VACATION**

**A. Eligibility and Entitlement**

1. Each full-time twelve (12) month bargaining unit member shall receive the following vacation entitlement:
  - a. More than one (1) year and less than six (6) years of continuous service: Two (2) weeks
  - b. Six (6) years and more but less than sixteen (16) years of continuous service: Three (3) weeks
  - c. Sixteen (16) years or more of continuous service: Four (4) weeks
2. Each bargaining unit member who works two hundred twenty-six (226) days or more but less than twelve (12) months shall be granted two (2) weeks' vacation after the first year.

**B. Scheduling**

Requests for vacation days will be granted in the order in which the requests are received by the Superintendent with prior approval. The Superintendent may deny vacation within two (2) days of the initial request for vacation for adequate reasons. If more than one (1) request is submitted in one (1) day for an identical vacation day, where one (1) or more of the requesting employees is needed to work, system seniority shall be the determining factor.

**C. Calamity Day Conversion**

If schools are closed for a calamity day, no vacation will be charged for that day.

**D. Sick Leave Conversion**

A bargaining unit member who is hospitalized or has a death in the immediate family while on vacation may request Sick Leave time in place of vacation time.

**E. Holiday Conversion**

If a bargaining unit member takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the bargaining unit member's earned vacation days.

**F. Carry Over**

Bargaining unit members may not carry over more than ten (10) vacation days from year to year.

**G. Pay at Retirement**

Upon termination or retirement, bargaining unit members will receive vacation pay for the accrued and unused vacation days.

**ARTICLE 14. PAID HOLIDAYS**

**A. Nine (9) and Ten (10) Month Bargaining Unit Members**

Nine (9) and ten (10) month bargaining unit members shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. December 25
4. New Year's Day
5. Martin Luther King Day (third Monday in January)
6. Memorial Day

**B. Eleven (11) and Twelve (12) Month Bargaining Unit Members**

In addition to the holidays listed in Section A, above, eleven (11) and twelve (12) month bargaining unit members shall receive Independence Day as a paid holiday.

**C. Saturday/Sunday Scheduling**

When a holiday falls on Saturday, the preceding Friday will be a paid holiday. When a holiday falls on Sunday, the following Monday will be a paid holiday.

**D. Holiday Pay**

Any bargaining unit member who works on a paid holiday shall receive time and one-half (1-1/2) for all hours worked in addition to pay for the holiday.

**ARTICLE 15. HOURS**

**A. Regular Rate**

1. Bargaining unit members will be paid straight (regular) rate pursuant Article 19 for each hour or portion worked for which the bargaining unit member is scheduled except as otherwise provided herein.
2. (a) With the exception of full time custodians addressed in 2(b) below, all bargaining unit members who work six (6) or more hours in a day are entitled to a thirty (30) minute unpaid, uninterrupted duty-free lunch.  
  
(b) A custodian who is scheduled to work an eight (8) hour workday and who has no coverage for a thirty (30) minute uninterrupted duty free lunch will be paid and scheduled for an eight (8) hour shift. Where coverage is available (i.e. 2 custodians are on duty), those custodians will be scheduled for an eight and one-half hour (8.5) shift and receive eight (8) hours pay and a thirty (30) minute uninterrupted unpaid duty free lunch. If there is an occasional need for an 8.5 hour custodian to leave work after eight (8) hours and forego the thirty (30) minute uninterrupted unpaid lunch, the custodian and building administrator can mutually agree to accommodate the need by adjusting the custodian's scheduled shift for that day.
3. Bargaining unit members will receive a scheduled ten (10) minute paid break for each continuous four (4) hours of work, including overtime to be scheduled with agreement of the Supervisor and the bargaining unit member.
4. All bargaining unit members shall be paid for teacher inservice and parent/teacher conference days.

**B. Overtime Rate**

1. a. The Board shall pay for overtime at the rate of time and one-half (1-1/2) the bargaining unit member's regular hourly rate for all hours physically worked in excess of forty (40) hours per workweek regardless of what position working in. Bargaining unit members may not work in excess of their scheduled day without the approval of their Supervisor. All extra work must be accounted for and turned in on timesheets.

- b. Bargaining unit members who are regularly scheduled to work more than one (1) job shall have their regular hourly rate computed on the basis of the regulations of the Wage Hour Division of the Department of Labor. Bargaining unit members, who are regularly scheduled overtime and work in more than one (1) classification, shall be paid on a prorated blended rate of the classifications worked. Bargaining unit members, who are regularly scheduled forty (40) or less hours per week and work in more than one (1) classification, will be paid overtime on the classification worked and shown on the time card to cause the overtime. A bargaining unit member who works in a supplemental position (coaching or organization advisor) will not be eligible for overtime for the hours worked in that job.

**C. Compensatory Time**

Compensatory time at the rate of one and one-half (1-1/2) hours for every hour of overtime worked in lieu of overtime pay is permissible when mutually agreed by the Supervisor and bargaining unit member if it is taken within six (6) weeks of the end of the week when the overtime work was performed.

**D. Saturday and Sunday Work**

Bargaining unit members not regularly scheduled to work on Saturday and/or Sunday who are called in to work, except bus drivers (see Field Trip, Article 31/A], shall be compensated at the rate of one and one-half (1-1/2) their regular rate of pay for such hours worked in overtime status.

**E. Calamity Day Pay**

1. When schools are closed because of an "act of God," inclement weather, hazardous road conditions, high water, no water, no heat, no power, etc., only those bargaining unit members who are required by the Administration to report to work shall do so. All other bargaining unit members not so required are not obliged to report to work, and will not be docked for the days or days in question. If, however, such day or days are made up at some other time, it is understood that no extra pay will be given for that day or those days in question for those who did not report to work on the calamity day.
2. Each full-time custodian who was required to report to work during a calamity day shall be paid one and one-quarter (1.25) times his/her hourly rate for those hours worked only.
3. If schools are on a delayed schedule, bargaining unit members shall report as close to regular time as is possible.
4. Calamity day pay shall not be counted as hours worked for overtime.

**F. Pay for Training and Set Up**

1. Bargaining unit members will be paid for time at Board facilities in training on new equipment, in establishing a new process or in setting up new equipment when the District schedules such time outside of regularly scheduled time.
2. The Board shall pay for or provide any training necessary to maintain boilers licenses/certificates, HVAC and/or application of pesticides certification/licensure, if the Board/Administration requires the use of such.

**G. Meeting Pay**

1. Meetings will be held during or at the beginning or end of working hours, whenever feasible.
2. Where bargaining unit members are required by an administrator to attend group meetings outside of their normal paid workday, they shall be compensated at their regular rate of pay.

**H. Salary Increments**

In order to determine salary increments, every bargaining unit member who starts before February 1 shall receive credit for the full year for salary purposes, i.e. one (1) full increment. No credit for wage purposes will be given for new employees hired after February 1.

**I. Definition of Month**

1. Nine (9) month employee works one hundred eighty-six (186) to two hundred five (205) days.
2. Ten (10) month employee works two hundred six (206) to two twenty-five (225) days.
3. Eleven (11) month employee works two hundred twenty-six (226) to two hundred forty-five (245) days.
4. Twelve (12) month employee works two hundred forty-six (246) days.

**J. Non-Student Contact Days**

The Administration is responsible for determining how non-student contact days are used and for scheduling those days on the calendar for nine (9) month employees. The direct Supervisor is responsible for tracking attendance for all non-student contact day activities. Make-up days for missed non-student contact days will be scheduled on the calendar, and all missed non-student contact day programs must be made up on those dates, within sixty (60) days of the program or activity missed. Employees must view any available videotapes of missed programs. Failure to complete the make-up will result in a docking of pay.

## **ARTICLE 16. PAID LEAVES OF ABSENCE**

### **A. Sick Leave**

1. All bargaining unit members under contract shall be entitled to one and one-fourth (1-1/4) Sick Leave days for each month of service or fifteen (15) days for the school year, cumulative to two hundred sixty (260) days.
2. All bargaining unit members under contract shall be entitled to an advancement of five (5) Sick Leave days if the number of days used exceeds the number accumulated. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced Sick Leave days, so no loss in pay results for these five (5) days. Should the bargaining unit member leave the employment of the Board, be placed on unpaid leave of absence or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.
3. Sick Leave shall be granted upon completion of Appendix C to each bargaining unit member for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and/or illness or injury in the bargaining unit member's immediate family. Absent medical verification consistent with HIPAA supporting the need for additional paid sick leave, the use of paid sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery.
4. Immediate family, for the purposes of this Contract, shall be defined as: father, mother, brother, sister, son, daughter, spouse, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or foster or stepparents, and stepchildren.
5. Bargaining unit members eligible and approved by the School Employees Retirement System (SERS) for disability retirement shall go on disability retirement rather than use Sick Leave.
6. When a bargaining unit member has been absent more than ten (10) consecutive work days due to a personal illness or serious health condition, he/she shall provide the Treasurer with a written statement from his/her health care provider that the member is able to resume the job functions for his/her position. The bargaining unit member will not incur any additional out of pocket costs related to obtaining the return to work statement.
7. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of Sick Leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued Sick Leave subject to Board approval. This transfer of Sick Leave shall be accomplished on a form

specifically approved and distributed for this purpose. The Sick Leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her Sick Leave reduced within thirty (30) days by the amount equal to that contributed to the receiving bargaining unit member. The receiving bargaining unit member shall have accrued for use, Sick Leave totals equal to the aggregate total contributed by other members of the bargaining unit. The value of a donated day shall be equal to the day length of the recipient.

8. Sick Leave may be taken in days or one-fourth (1/4th) day increments being charged based on the regular length day of the affected bargaining unit member. Drivers with midday runs will have their days divided into one-fifth (1/5th) segments to represent each of the five (5) daily runs. For any segment the driver is on Sick Leave, the driver will be charged one-fifth (1/5th) day.

## **B. Assault Leave**

1. Any bargaining unit member who sustains physical injuries as a result of an unprovoked and unjustified physical assault while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault for a period not to exceed six months. If granted, this paid leave shall not be charged against Sick Leave or Personal Leave. "Six (6) months" is defined as calendar days.
2. Assault Leave will be granted and paid only if the following provisions are fulfilled:
  - a. The bargaining unit member must make written application (Appendix C) for leave indicating the facts and those persons involved;
  - b. The bargaining unit member must provide a written physician's statement recommending the leave and the nature and duration of the disability;
  - c. The Board may require the bargaining unit member to be examined at Board expense by a Board designated physician, and said physician must certify that the bargaining unit member is disabled and cannot return to service; and
  - d. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board.

## **C. Personal Leave**

1. Each bargaining unit member shall be granted three (3) days of unrestricted Personal Leave to be used for urgent matter of personal business which cannot be scheduled outside of regular school hours. The request for leave (Appendix C) must be made in advance to the Immediate Supervisor. Whenever possible, twenty-four (24) hours' advance request will be made. "Unrestricted" means requiring no reason. No days, except in situations as decided by the Superintendent, will be granted the first two (2)

weeks of school [ten (10) working days] and the last two (2) weeks of school [ten (10) working days]. Personal Leave may not be used to extend vacation or a holiday except for unforeseen circumstances which shall be demonstrated to the Superintendent nor to work another job.

2. Drivers with midday runs will have their days divided into one-fifth (1/5th) segments to represent each of the five (5) daily runs. For any segment the driver is on Personal Leave, the driver will be charged one-fifth (1/5th) day.

**D. Professional Leave for Attendance at Professional Conferences, Clinics or Conventions**

1. Any full-time bargaining unit member desiring to attend a professional conference, clinic, or convention shall submit to the Superintendent a written request (Appendix C) to do so, whose approval shall not be unreasonably withheld. Said request shall be submitted to the Superintendent no later than five (5) days prior to the regular Board meeting for approval before the conference time and shall state the number of school days which the bargaining unit member will miss by attending the conference, clinic, or convention. Attached to any expenses to be paid, the bargaining unit member shall provide a short summary of the conference as well as any recommendation for others to attend future conferences of this type.
2. Should the date of the event for which the professional day has been granted be postponed, canceled, or rescheduled, the bargaining unit member requesting the professional day will assume the responsibility of immediately notifying the person(s) responsible for calling substitutes.
3. When a bargaining unit member submits such a request and said request is approved by the Superintendent and the Board, then the bargaining unit member shall receive no deduction in pay and in addition shall be reimbursed for expenses:
  - a. Mileage [per Article 20/A (Mileage)], not to exceed Seventy-Five Dollars (\$75.00);
  - b. Hotel or motel, not to exceed Seventy-Five Dollars (\$75.00) per day;
  - c. Food, not to exceed Thirty Dollars (\$30.00) per day;
  - d. Parking fees; and registration and materials.
4. Total expenses to be paid by the Board will not exceed Four Hundred Dollars (\$400.00) plus cost of substitute. Mileage is for one (1) attendee per conference, unless the number of attendees exceeds the number of seats in one (1) car.
5. Professional leave shall not be approved for more than three (3) consecutive school days.

6. The Superintendent shall be empowered to approve any professional meeting request for which there will not be a Board meeting between the date of application and the date of the meeting if notice of the meeting is documented to show that its receipt occurred after one Board meeting and prior to the next meeting and date of attendance is corresponding [when the meeting occurs prior to a Board meeting when it can be properly addressed].

**E. Compulsory Leave**

Release time, if Personal Leave is exhausted (except for jury duty), shall be granted for required appearances in court or other tribunal where the bargaining unit member is subpoenaed or is a party to a SERB hearing or arbitration. When the Association is the grievant or complainant at a SERB hearing or arbitration, the Association President (or designee) is considered the party. Any subpoena other than Board business will be covered up to three (3) days leave with pay each year. The bargaining unit member shall attach to the leave form (Appendix C), the subpoena given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member.

**F. Emergency and Hazardous Leave**

If by act of God, any bargaining unit member is prevented from reaching school on a regularly scheduled school day, such bargaining unit member will be granted Emergency and Hazardous Leave with pay if Personal Leave is exhausted. Proof of need for leave must be provided by the applicant and attached to the leave form (Appendix C).

**G. Association Leave**

1. A maximum of two (2) elected delegates from the Association shall be granted a maximum of two (2) days annually for Association Leave. This leave shall be granted with pay.
2. Any Association member who is elected or appointed to the governing body of the Ohio Education Association (OEA) shall be granted leave to attend meetings of such bodies. Such leave shall not be counted as part of the Association Leave, as outlined in Article 16A, above, and shall be without pay.
3. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute arranged for by the Administration.
4. See form Appendix C.

**H. Funeral Leave**

Sick or personal leave may be used to attend a funeral, regardless of whether the funeral is for an immediate family member as defined under Article 16 (A)(4). If sick and personal leave are exhausted, a bargaining unit member will receive up to two (2) paid days for funeral leave in a given school year. In the event a bargaining unit member requires more than five (5) consecutive days of funeral leave, the bargaining unit member must provide the Superintendent with an explanation of the reasons for the extended leave.

**ARTICLE 17. UNPAID LEAVES**

**A. Child Care Leave**

1. Child care leave may be used in lieu of Sick Leave when any bargaining unit member has exhausted Sick Leave or when the bargaining unit member has determined that a transfer from Sick Leave to child care leave is necessary. A bargaining unit member who is pregnant or adopting a child of less than one (1) year of age may request of the Board (Appendix C) said leave without pay for a period of time mutually agreed upon by the bargaining unit member and the Board.
2. Upon return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience, and he/she will be returned to the same position, if available, or one for which the member is qualified.
3. Any bargaining unit member on an approved unpaid/ partial paid leave shall be entitled to request in writing to the Board Treasurer and receive the right to be covered by any or all insurance selected by the bargaining unit member, provided the bargaining unit member pays to the Board Treasurer in advance each month the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the bargaining unit member upon termination of leave. Failure to make monthly payments on time will cause a loss of this coverage.

**B. Family and Medical Leave**

1. The Association and the Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 (FMLA). The parties further agree that a bargaining unit member may choose to take, upon completion of the leave form (Appendix C):
  - a. an unpaid leave in accordance with FMLA,
  - b. a paid leave under this Contract, or
  - c. a combination thereof.

2. In those instances where a bargaining unit member is absent for more than ten (10) consecutive workdays, the absences will be presumed to be covered by the FMLA and the member will be sent a notice of eligibility for leave under the FMLA. If the member does not believe the preliminary designation is correct (*e.g.*, it does not relate to the birth of a child, placement of a child for adoption or foster care, care for a spouse, child or parent with a serious health condition, or to care for the employee's own serious health condition), the member will have fourteen (14) calendar days to notify the Treasurer and to provide written verification (if available) that the leave does not fall under the FMLA. Otherwise, the FMLA designation will become final. The designation of sick leave as an FMLA qualifying leave does not impact the member's ability to elect to use either paid or unpaid leave under this Article; rather, it allows the Board to track the period of extended Board-paid benefits under this section.
3. However, the Board's obligation to extend Board-paid insurance benefits in accordance with Article 21 of the Contract and will not extend beyond the greater of twelve (12) workweeks or the period of the bargaining unit member's accrued Sick Leave. Any additional extension of insurance benefits will be in accordance with this Contract.

**C. Extended Leave of Absence**

1. Upon written request of a bargaining unit member (Appendix C), the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional or other purposes. Application shall be no later than March 1.
2. Upon written request of a bargaining unit member, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
3. Upon subsequent request, such leave may be renewed by the Board.
4. Upon return to service of a bargaining unit member at the expiration of a leave of absence, he/she shall be placed in the category which he/she was in prior to such leave.

**D. Military Leave**

As provided for in ORC 3319.14, Military Leave will be granted to bargaining unit members upon completion of the leave form (Appendix C). Benefits will be granted, as maximum allowed by law.

**E. Unpaid Short Term Leave**

1. Bargaining unit members may, upon written request (Appendix C), take unpaid short term leave for periods not to exceed three (3) school days per year with a ten (10) day

prior notice to the Superintendent and the Principal. Bargaining unit members should avoid using this leave contiguous with Thanksgiving, Christmas, and/or Spring Break, etc.

2. Exceptions to automatic approval of up to the three (3) days would be regulated by operational necessity as determined by the Superintendent.
3. The Superintendent may grant more leave in his/her sole discretion.

**F. Fringe Benefits**

Bargaining unit members on an unpaid approved leave of absence, except as provided in Article 17/B, above, shall be permitted to continue in all fringe benefits upon payment to the Board Treasurer the amount of premiums monthly.

**ARTICLE 18. PAYROLL**

**A. Paychecks**

1. Payday shall be the fifth (5th) and twentieth (20th) of each month, and will include all additional hours worked as provided on time sheets.
2. When a payday falls on a holiday or weekend day, paychecks will be distributed the preceding weekday that is not a bank holiday.
3. Direct deposit is mandatory for all bargaining unit members hired on or after July 1, 2006.
4. Additional pay, except base pay, shall be shown on pay stub.
5. Bargaining unit members may elect annually to have paychecks deposited directly into the bank of their choice, on or before the date of payday, if such bank has that option available. Any bargaining unit member paid on an hourly basis will forfeit having direct deposit if such bargaining unit member fails to have his/her time sheets filed by the scheduled deadline. Each bargaining unit member will be provided a paycheck stub or its equivalent.

**B. Association Dues**

1. Payroll deduction of Association and affiliate dues shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer submits the names and amount to be deducted for each employee not later than September 15 annually. For any employee hired after September 15 of any year, payroll deduction of Association and affiliate dues shall be deducted equally from all remaining pays

starting fifteen (15) calendar days after the employee begins work.

2. The Association is responsible to notify the Board Treasurer where the payroll deduction is to be forwarded during this same period. In order to implement this Section, the Board Treasurer annually during the month of August and within three (3) calendar days of the hire date for employees hired after August will notify the Association President and the Association Treasurer of the names, assignment, and building of all staff represented by this bargaining unit.
3. Monies deducted shall be remitted to the Association within five (5) days of payday.
4. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collections of fair share fees for dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Northwestern Local School District, its members, the Treasurer, the Superintendent, and all members of the administrative staff.

**C. Fair Share Fees**

1. Payroll Deduction of Fair Share Fee (FSF) Payers

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Northwestern Local Employees Association OEA/NEA Unit #1 a fair share fee for the association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee Payers

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the United Education Profession (UEP) dues of the association, shall be transmitted by the association to the Treasurer of the Board on or about January 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the association.

3. Schedule of Fair Share Fee Deductions For All Fair Share Fee Payers

Payroll deduction of the fair share fee shall commence annually on the first pay date that occurs on or after January 15th. In the case of employees hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of thirty days employment in a

bargaining unit position or January 15. However, if an enrollment form for the fair share fee payer is not submitted to OEA by February 15th, you will be unable to collect fees at all for the fair share fee payer. An enrollment form must be submitted to OEA to record the fair share fee payer with no fees for the 2008-2009 membership year.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will give notice to each member of the bargaining unit who does not join the association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Only bargaining unit members (6) currently (contract year 2008 – 2009) contributing to the Leo Welty Scholarship Fund in lieu of paying a fair share fee will be allowed to continue contributing to that fund until such time as they retire or resign.

**D. Political Action Deductions**

Absent legislation to the contrary, the Board shall accept payroll deduction authorization for the Fund for Children and Public Education (FCPE). Said deduction will be made from each paycheck and may be increased, reduced, added to or dropped only one time each school year through written notice to the Board Treasurer.

**E. Credit Union Deductions**

Bargaining unit members shall continue to be permitted payroll deduction for the Wayne County School Employees Federal Credit Union. Said deductions will be made from each paycheck and may be increased, reduced, added to or dropped with a three (3) week advance notice to the Board Treasurer.

**F. Insurances**

1. Insurance premiums owed by twelve (12) month employees will be equalized over all pays.
2. Less than twelve (12) month bargaining unit members' insurance premiums owed will be equalized over their number of pays.

**G. Tests/Investigations of Current Bargaining Unit Members**

Any costs of any FBI, BCI investigation and/or TB tests required by law of current bargaining unit members after shall be paid by the Board and performed at Board approved agencies/facilities.

**H. Annuities**

1. Changing amount(s) of existing annuity(ies) requires written notice of fifteen (15) weekdays, excluding holidays.
2. Adding a new annuity not currently on the computer requires written notice of twenty (20) weekdays, excluding holidays.
3. The Board has the option to drop an annuity that has been inactive for twelve (12) months.
4. The number of annuities offered shall be limited to the capacity of the current computer program.

**I. Savings Bonds**

Deductions for United States Savings Bonds will be permitted on the following conditions:

1. The deduction must be for the entire year from the first or second paycheck of each month or from all paychecks; and
2. Each deduction must be an amount equal to the amount necessary to purchase at least a Fifty Dollar (\$50.00) Savings Bond.

**J. Purchasing Service Credit**

Deductions for purchasing service credit for the retirement system shall be allowed each pay.

**K. Paycheck Deductions**

1. If docking for a pay period exceeds one (1) day's pay during any one (1) pay period, the entire amount to be deducted shall be taken out at a rate not to exceed one (1) day per pay unless the docking is for an approved unpaid leave for recreational/vacation purposes, in which case the entire amount will be deducted from the current pay.
2. Any errors will be uniformly deducted over remaining pays.

**ARTICLE 19. WAGES**

Salary schedules shall be updated to show a 1.0% increase on the base effective July 1, 2013.

**A. Wages**

1. Wages shall be determined and administered in accordance with the schedules herein and shall be paid in twenty-four (24) equal payments. Deductions shall be distributed over all remaining paychecks. Paydays shall be the fifth (5th) and twentieth (20th) of each month. However, if a payday falls on a weekend or holiday, the payday shall be the preceding weekday that is not a bank holiday.
2. The 1.00 base rate is \$10.64 August 1, 2013, \$10.75 August 1, 2014, \$10.86 August 1, 2015. The base rate shall be the rate paid all hourly workers, except as provided below for certain positions, where the base rate is multiplied by the Index number according to classification and experience.
3. If there is an insurance premium holiday over the course of the Master Agreement, support staff will receive a \$100 stipend, to be paid in the month following the premium holiday. This will occur only once during the term of this Master Agreement, when/if the first premium holiday occurs.

**B. Salary Schedules – 1%**

**SECRETARY-BUILDING**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.126	11.98	12.10	12.23
1	1.178	12.53	12.66	12.79
2	1.228	13.07	13.20	13.34
3	1.280	13.62	13.76	13.90
4	1.326	14.11	14.25	14.40
5	1.374	14.62	14.77	14.92
6	1.422	15.13	15.29	15.44
7	1.472	15.66	15.82	15.99
8	1.520	16.17	16.34	16.51
9	1.572	16.73	16.90	17.07
10	1.622	17.26	17.44	17.61
15	1.663	17.69	17.88	18.06
20	1.704	18.13	18.32	18.51
25	1.745	18.57	18.76	18.95

**AIDES ASSOCIATES DEGREE OR 2 YEAR COLLEGE**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.100	11.70	11.83	11.95
1	1.166	12.41	12.53	12.66
2	1.232	13.11	13.24	13.38
3	1.292	13.75	13.89	14.03
4	1.350	14.36	14.51	14.66
5	1.380	14.68	14.84	14.99
6	1.410	15.00	15.16	15.31
7	1.440	15.32	15.48	15.64
8	1.470	15.64	15.80	15.96
9	1.500	15.96	16.13	16.29
10	1.532	16.30	16.47	16.64
15	1.573	16.74	16.91	17.08
20	1.615	17.18	17.36	17.54
25	1.656	17.62	17.80	17.98

**AIDES**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.050	11.17	11.29	11.40
1	1.116	11.87	12.00	12.12
2	1.182	12.58	12.71	12.84
3	1.242	13.21	13.35	13.49
4	1.300	13.83	13.98	14.12
5	1.330	14.15	14.30	14.44
6	1.360	14.47	14.62	14.77
7	1.390	14.79	14.94	15.10
8	1.420	15.11	15.27	15.42
9	1.450	15.43	15.59	15.75
10	1.482	15.77	15.93	16.09
15	1.523	16.20	16.37	16.54
20	1.565	16.65	16.82	17.00
25	1.606	17.09	17.26	17.44

**LIBRARY TECHNICIAN**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.070	11.38	11.50	11.62
1	1.136	12.09	12.21	12.34
2	1.202	12.79	12.92	13.05
3	1.262	13.43	13.57	13.71
4	1.320	14.04	14.19	14.34
5	1.350	14.36	14.51	14.66
6	1.380	14.68	14.84	14.99
7	1.410	15.00	15.16	15.31
8	1.440	15.32	15.48	15.64
9	1.470	15.64	15.80	15.96
10	1.502	15.98	16.15	16.31
15	1.542	16.41	16.58	16.75
20	1.583	16.84	17.02	17.19
25	1.624	17.28	17.46	17.64

**REGULAR MAINTENANCE**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.356	14.43	14.58	14.73
1	1.400	14.90	15.05	15.20
2	1.442	15.34	15.50	15.66
3	1.490	15.85	16.02	16.18
4	1.532	16.30	16.47	16.64
5	1.574	16.75	16.92	17.09
6	1.618	17.22	17.39	17.57
7	1.660	17.66	17.85	18.03
8	1.702	18.11	18.30	18.48
9	1.744	18.56	18.75	18.94
10	1.786	19.00	19.20	19.40
15	1.827	19.44	19.64	19.84
20	1.868	19.88	20.08	20.29
25	1.909	20.31	20.52	20.73

**BUILDING CUSTODIAN**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.308	13.92	14.06	14.20
1	1.350	14.36	14.51	14.66
2	1.392	14.81	14.96	15.12
3	1.440	15.32	15.48	15.64
4	1.482	15.77	15.93	16.09
5	1.524	16.22	16.38	16.55
6	1.568	16.68	16.86	17.03
7	1.610	17.13	17.31	17.48
8	1.652	17.58	17.76	17.94
9	1.694	18.02	18.21	18.40
10	1.736	18.47	18.66	18.85
15	1.777	18.91	19.10	19.30
20	1.818	19.34	19.54	19.74
25	1.859	19.78	19.98	20.19

**CUSTODIAN**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.008	10.73	10.84	10.95
1	1.052	11.19	11.31	11.42
2	1.092	11.62	11.74	11.86
3	1.132	12.04	12.17	12.29
4	1.172	12.47	12.60	12.73
5	1.214	12.92	13.05	13.18
6	1.254	13.34	13.48	13.62
7	1.294	13.77	13.91	14.05
8	1.334	14.19	14.34	14.49
9	1.374	14.62	14.77	14.92
10	1.414	15.04	15.20	15.36
15	1.455	15.48	15.64	15.80
20	1.496	15.92	16.08	16.25
25	1.537	16.35	16.52	16.69

**GROUNDSKEEPER**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.008	10.73	10.84	10.95
1	1.052	11.19	11.31	11.42
2	1.092	11.62	11.74	11.86
3	1.132	12.04	12.17	12.29
4	1.172	12.47	12.60	12.73
5	1.214	12.92	13.05	13.18
6	1.254	13.34	13.48	13.62
7	1.294	13.77	13.91	14.05
8	1.334	14.19	14.34	14.49
9	1.374	14.62	14.77	14.92
10	1.414	15.04	15.20	15.36
15	1.455	15.48	15.64	15.80
20	1.496	15.92	16.08	16.25
25	1.537	16.35	16.52	16.69

**HEAD MAINTENANCE CLASS #1**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.502	15.98	16.15	16.31
1	1.544	16.43	16.60	16.77
2	1.586	16.88	17.05	17.22
3	1.634	17.39	17.57	17.75
4	1.676	17.83	18.02	18.20
5	1.718	18.28	18.47	18.66
6	1.762	18.75	18.94	19.14
7	1.804	19.19	19.39	19.59
8	1.846	19.64	19.84	20.05
9	1.888	20.09	20.30	20.50
10	1.930	20.54	20.75	20.96
15	1.971	20.97	21.19	21.41
20	2.012	21.41	21.63	21.85
25	2.053	21.84	22.07	22.30

**HEAD MAINTENANCE CLASS #2**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.578	16.79	16.96	17.14
1	1.620	17.24	17.42	17.59
2	1.662	17.68	17.87	18.05
3	1.710	18.19	18.38	18.57
4	1.752	18.64	18.83	19.03
5	1.794	19.09	19.29	19.48
6	1.838	19.56	19.76	19.96
7	1.880	20.00	20.21	20.42
8	1.922	20.45	20.66	20.87
9	1.964	20.90	21.11	21.33
10	2.006	21.34	21.56	21.79
15	2.047	21.78	22.01	22.23
20	2.088	22.22	22.45	22.68
25	2.129	22.65	22.89	23.12

**HEAD COOK**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.162	12.36	12.49	12.62
1	1.202	12.79	12.92	13.05
2	1.244	13.24	13.37	13.51
3	1.284	13.66	13.80	13.94
4	1.324	14.09	14.23	14.38
5	1.364	14.51	14.66	14.81
6	1.404	14.94	15.09	15.25
7	1.444	15.36	15.52	15.68
8	1.484	15.79	15.95	16.12
9	1.524	16.22	16.38	16.55
10	1.564	16.64	16.81	16.99
15	1.604	17.07	17.24	17.42
20	1.646	17.51	17.69	17.88
25	1.687	17.95	18.14	18.32

**COOK**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.008	10.73	10.84	10.95
1	1.052	11.19	11.31	11.42
2	1.092	11.62	11.74	11.86
3	1.132	12.04	12.17	12.29
4	1.172	12.47	12.60	12.73
5	1.214	12.92	13.05	13.18
6	1.254	13.34	13.48	13.62
7	1.294	13.77	13.91	14.05
8	1.334	14.19	14.34	14.49
9	1.374	14.62	14.77	14.92
10	1.414	15.04	15.20	15.36
15	1.455	15.48	15.64	15.80
20	1.496	15.92	16.08	16.25
25	1.537	16.35	16.52	16.69

**DISHWASHER**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	0.762	8.11	8.19	8.28
1	0.784	8.34	8.43	8.51
2	0.806	8.58	8.66	8.75
3	0.827	8.80	8.89	8.98
4	0.849	9.03	9.13	9.22
5	0.870	9.26	9.35	9.45
6	0.893	9.50	9.60	9.70
7	0.914	9.72	9.83	9.93
8	0.936	9.96	10.06	10.16
9	0.958	10.19	10.30	10.40
10	0.980	10.43	10.54	10.64
15	1.021	10.86	10.98	11.09
20	1.062	11.30	11.42	11.53
25	1.103	11.74	11.86	11.98

**EMIS**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.172	12.47	12.60	12.73
1	1.228	13.07	13.20	13.34
2	1.280	13.62	13.76	13.90
3	1.330	14.15	14.30	14.44
4	1.374	14.62	14.77	14.92
5	1.422	15.13	15.29	15.44
6	1.472	15.66	15.82	15.99
7	1.522	16.19	16.36	16.53
8	1.572	16.73	16.90	17.07
9	1.622	17.26	17.44	17.61
10	1.672	17.79	17.97	18.16
15	1.713	18.23	18.41	18.60
20	1.754	18.66	18.86	19.05
25	1.795	19.10	19.30	19.49

**TRANSPORTATION AIDE**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	0.862	9.17	9.27	9.36
1	0.932	9.92	10.02	10.12
2	0.988	10.51	10.62	10.73
3	1.042	11.09	11.20	11.32
4	1.082	11.51	11.63	11.75
5	1.112	11.83	11.95	12.08
6	1.162	12.36	12.49	12.62
7	1.202	12.79	12.92	13.05
8	1.242	13.21	13.35	13.49
9	1.282	13.64	13.78	13.92
10	1.322	14.07	14.21	14.36
15	1.363	14.50	14.65	14.80
20	1.400	14.90	15.05	15.20
25	1.445	15.37	15.53	15.69

**BUS DRIVER**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.472	15.66	15.82	15.99
1	1.514	16.11	16.28	16.44
2	1.554	16.53	16.71	16.88
3	1.594	16.96	17.14	17.31
4	1.636	17.41	17.59	17.77
5	1.674	17.81	18.00	18.18
6	1.714	18.24	18.43	18.61
7	1.754	18.66	18.86	19.05
8	1.796	19.11	19.31	19.50
9	1.838	19.56	19.76	19.96
10	1.880	20.00	20.21	20.42
15	1.921	20.44	20.65	20.86
20	1.962	20.88	21.09	21.31
25	2.004	21.32	21.54	21.76

**BUS MECHANIC CLASS #1**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.522	16.19	16.36	16.53
1	1.594	16.96	17.14	17.31
2	1.670	17.77	17.95	18.14
3	1.746	18.58	18.77	18.96
4	1.820	19.36	19.57	19.77
5	1.898	20.19	20.40	20.61
6	1.974	21.00	21.22	21.44
7	2.052	21.83	22.06	22.28
8	2.126	22.62	22.85	23.09
9	2.198	23.39	23.63	23.87
10	2.270	24.15	24.40	24.65
15	2.311	24.59	24.84	25.10
20	2.352	25.03	25.28	25.54
25	2.393	25.46	25.72	25.99

**BUS MECHANIC CLASS #2**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	1.820	19.36	19.57	19.77
1	1.898	20.19	20.40	20.61
2	1.974	21.00	21.22	21.44
3	2.052	21.83	22.06	22.28
4	2.125	22.61	22.84	23.08
5	2.198	23.39	23.63	23.87
6	2.280	24.26	24.51	24.76
7	2.354	25.05	25.31	25.56
8	2.428	25.83	26.10	26.37
9	2.502	26.62	26.90	27.17
10	2.576	27.41	27.69	27.98
15	2.617	27.84	28.13	28.42
20	2.658	28.28	28.57	28.87
25	2.699	28.72	29.01	29.31

**BUS MECHANIC CLASS #3**

<u>EXP</u>	<u>INDEX</u>	<u>8/1/2013</u>	<u>8/1/2014</u>	<u>8/1/2015</u>
0	2.280	24.26	24.51	24.76
1	2.354	25.05	25.31	25.56
2	2.428	25.83	26.10	26.37
3	2.502	26.62	26.90	27.17
4	2.658	28.28	28.57	28.87
5	2.734	29.09	29.39	29.69
6	2.734	29.09	29.39	29.69
7	2.734	29.09	29.39	29.69
8	2.806	29.86	30.16	30.47
9	2.880	30.64	30.96	31.28
10	2.954	31.43	31.76	32.08
15	2.995	31.87	32.20	32.53
20	3.036	32.30	32.64	32.97
25	3.077	32.74	33.08	33.42

**Field Trip Rate**

FY13	FY14	FY15	FY16
11.45	11.56	11.68	11.80

**C. Placement**

1. Bargaining unit members promoted into a job classification in a different job category will be placed at Step 0 or the lowest step on the higher classification schedule that provides the bargaining unit member with a wage increase. Bargaining unit members who are promoted from one (1) job classification into another within the same job category will be moved laterally to the same step on the classification schedule.
2. A bargaining unit member who is demoted or who moves into a lower job classification as a result of a layoff, will be placed on the highest step previously attained in the lower classification or an equal step in the lower classification to that step held in the higher classification, whichever is greater.

**D. Higher Classification Pay**

If a bargaining unit member is temporarily assigned the duties of a higher rated classification, such bargaining unit member shall be paid the rate of the higher classification at the same step as the assigned bargaining unit member.

**E. Call-Out Pay**

If a bargaining unit member is called-out to work outside of his/her regularly scheduled hours, said bargaining unit member shall be granted a minimum of one (1) hour pay at the appropriate rate.

**F. Extra Hour Documentation**

Time reports for hours worked beyond the regularly scheduled hours and absence reports shall be turned in regularly and acted upon in the appropriate paycheck.

**G. Tests/Investigations of Current Bargaining Unit Members**

Any costs of any BCI investigation and/or TB tests required by law of current bargaining unit members after August 1, 1994 shall be paid by the Board and performed at Board approved agencies/facilities.

**ARTICLE 20. OTHER INCOME**

**A. Mileage**

1. The mileage rate will be the highest rate permitted by the IRS for mileage reimbursement without incurring income to the employee, rounded to the next lowest cent per mile.

2. Mileage will be paid for any mileage incurred when:
  - a. attending meetings required by the Administration or County Office;
  - b. any between building travel in the same day as required by the Administration; and
  - c. any travel on behalf of the District.

**B. Severance Pay and Retirement Incentive**

1. Severance Pay

Every bargaining unit member shall be granted severance pay, upon official retirement, in the amount of one-fourth (1/4th) of all unused Sick Leave up to a maximum of sixty- five (65) days. No fractional time in the accumulated Sick Leave [any part of four (4)] will be considered in making this calculation. This is a one-time payment. A bargaining unit member must receive official notification from the respective retirement system and the first check before the Board Treasurer will issue severance pay due. A bargaining unit member must complete the retirement process within nine (9) months of his/her retirement being accepted by the Board to be eligible for severance pay. All severance pay will be deposited into a 403B account with AIG Valic on behalf of the retiree. A retiree who has not attained age 55 upon retirement may make other arrangements. All severance pay will be paid within 75 days of official retirement.

2. The Article 20 Retirement Incentive will be considered part of Severance

3. Retirement Incentive

- a. In addition to any other compensation or severance pay, the Board shall pay an additional sum equal to severance pay to any bargaining unit member who retires in the year he/she first becomes eligible to retire. Notice shall be in writing to the Board Treasurer no later than May 1 of the year he/she retires.
- b. First year of eligibility, for the purpose of this Section, includes both the first year a bargaining unit member is eligible to retire under SERS and the year in which a bargaining unit member reaches thirty (30) years of service for SERS purposes (i.e. if the member becomes/is eligible under the "55/25 Rule" and does not take the incentive, he/she will have another chance to take the incentive at thirty (30) years).
- c. Also eligible for the incentive is any individual who is currently eligible to retire with thirty (30) or more years of service, but has not previously had the opportunity to receive this incentive with thirty (30) years experience under this or a prior Collective Bargaining Agreement.

4. Retirement Notification Bonus

A bargaining unit member who provides the Board with notice of his/her resignation for retirement purposes no later than January 31 will receive a retirement notification bonus of Two Hundred Fifty Dollars (\$250.00). The bonus under this Paragraph B4 is not available to bargaining unit members who receive a retirement incentive under Paragraph B3, above.

C. SERS Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the State Employees Retirement System (SERS) on behalf of the bargaining unit member at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be equal to that assessed by SERS of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board;
2. The pick-up percentage shall apply uniformly to all bargaining unit members;
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up; and
4. The pick-up shall apply to all compensation including supplemental earnings.

**ARTICLE 21. INSURANCES**

A. Hospitalization and Surgical Insurance

It is the intent of the Northwestern Board to provide medical insurance the equivalent of the Stark COG Plan.

1. The Board shall pay ninety-two percent (92%) of the single or family plan coverage PPO with coverages listed herein. If both spouses are employed by the Board, then the Board shall pay ninety-two percent (92%) of either two (2) single or one (1) family plan coverage.
2. The Board shall implement a Section 125 Plan with regard to premium payments.
3. The Board shall allow employees to elect to participate in dependent care and medical care Flexible Spending Accounts (FSAs) according to IRS regulations, the cost of which shall be paid by the Board
4. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with

processing claims and answering questions. In lieu of an on-site claims representative, a toll-free contact may be provided.

5. Enrollment

Upon initial employment or other Qualifying Event, and annually thereafter during the open enrollment month of June, employees may elect coverage.

## Preferred Provider Organizations (PPO)

### SCHEDULE OF BENEFITS

Overall Lifetime Maximum Benefits ..... Unlimited

#### Calendar Year Deductible

	<b>In Network</b>	<b>Out of Network</b>
Individual .....	\$100.00	\$200.00
Family .....	\$200.00	\$400.00

#### Calendar Year Out of Pocket Amount

	<b>In Network</b>	<b>Out of Network</b>
Individual .....	\$ 500.00	\$1,000.00
Family .....	\$1,000.00	\$2,000.00

Co-payment (after the deductible is satisfied) .....	90%	80%
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#### PREVENTIVE CARE

Routine Physical Exam .....	100% up to \$200 per Calendar year	Not Covered
Routine GYN/Pap Exam .....	100%	Not Covered
(one per calendar year)		
Routine Mammography .....	100%	80% UCR**
(one per calendar year)		
Prostate Screening .....	100%	80% UCR**
Well Baby Care .....	100%	80% UCR**
(including immunizations up to 9 years of age)	(up to \$1,000 per calendar year)	

#### PHYSICIANS OFFICE

Allergy Testing/Injections .....	90%	80% UCR**
Visits for Illness .....	90%	80% UCR**
Emergency Care .....	90%	80% UCR**
Minor Surgery .....	90%	80% UCR**
Diagnostic Testing .....	90%	80% UCR**

	<b>In Network</b>	<b>Out of Network</b>
Speech/Occupational . . . . . Therapy (illness/injury related)	90%	80% UCR**
Physician/Rehabilitative . . . . . Therapy (illness/injury related)	90%	80% UCR**
Respiratory Therapy . . . . .	90%	80% UCR**
 <b>AFFILIATES</b>		
Chiropractors . . . . .	90%	80% UCR**
Podiatrists . . . . .	90%	80% UCR**
 <b>MENTAL HEALTH (not biologically based mental illness)</b>		
Outpatient Psychotherapy . . . . .	90% (up to 30 visits per year)	80% UCR** (up to 15 visits per year)
 <b>ALCOHOL/SUBSTANCE ABUSE</b>		
Outpatient Psychotherapy . . . . .	90% (up to 30 visits per calendar year)	80% UCR** (up to 15 visits per year)
 <b>MENTAL HEALTH/ALCOHOL (not biologically based mental Illness)SUBSTANCE ABUSE</b>		
Inpatient Care . . . . .	90% (up to 45 days per calendar year)	80% UCR** (up to 31 days per calendar year)
<b>Routine Colonoscopy</b> . . . . . (age 50 – every 10 years)	90%	80% UCR**

Beginning at age 50, men and women who are at average risk for developing colorectal cancer should have 1 of the 5 screening options below:

- A fecal occult bold test (FOBT)\* or fecal Immunochemical test (FIT)\* every year\*\*, OR
- Flexible sigmoidoscopy every 5 years, OR
- AN FOBT\*\* or FIT\* every year plus flexible sigmoidoscopy every 5 years\*\*, OR

(Of these first 3 options, the combination of FOBT or FIT every year Plus Flexible sigmoidoscopy every 5 years is preferable.)

- Double-contrast barium enema every 5 years\*\*, OR
- Colonoscopy every 10 years

\* For FOBT or FIT, the take-home multiple sample method should be used.

\*\*Colonoscopy should be done if the FOBT or FIT shows blood in the stool, if sigmoidoscopy results show a polyp, or if double-contrast barium enema studies show anything abnormal. If possible, polyps should be removed during the colonoscopy.

**\*\*The level of benefits payable under these Plans depends upon whether you choose to obtain medical care from an In-Network or Out-of-Network Provider. The plan encourages you to utilize Network Providers in order to receive the highest level of benefits payable. Network Providers will not hold you responsible for amounts exceeding the negotiated amounts.**

## **B. Preferred Provider - Prescription Drugs**

It is the intent of the Northwestern Board to provide prescription drug insurance the equivalent of the Stark COG Plan.

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. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
5. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

## **C. Life Insurance**

1. The Board will provide and pay premium for a Seventy Thousand Dollar (\$70,000) Term Life Insurance Policy including Accidental Death and Dismemberment for each full time certificated/licensed bargaining unit member. Bargaining unit members may purchase additional term life insurance at the Board rate, if approved by the carrier.
2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

**D. Dental Insurance**

Single and family coverage dental insurance of no less coverage than the coverages below will be provided and the Board will pay ninety-two percent (92%) for single or family plan coverage. The coverage may be increased so long as the cost of the premium does not increase.

1. Class I - Preventative: 100% No Deductible

Class II - Minor Restorative: 80% Deductible

Class III – Dentures/Major Restorative: 50% Deductible

Class IV - Orthodontics with a \$750.00 lifetime limit per person, 50% Deductible

2. There is an annual insurance payment limit of One Thousand Dollars (\$1,000) for Classes I, II, and III, combined.

**E. Liability Insurance**

1. The Board agrees to purchase a Liability Insurance Plan for each bargaining unit member that is eligible.
2. The Board, under Ohio's Sovereign Immunity Law (ORC 2744), shall assume liability incurred by a bargaining unit member while acting in the scope of his/her employment.

**F. Prorated Insurance**

Bargaining unit members who were employed prior to August 1, 1994 or employed on or after that date and who are regularly scheduled to work thirty (30) hours or more per week shall receive one hundred percent (100%) of the benefits listed in this Article. Bargaining unit members employed on or after August 1, 1994 and who are regularly scheduled to work less than thirty (30) hours per week shall have the Board's share of premiums prorated on a weekly basis based on a ratio to thirty-(30) [e.g. 25 hours per week = 5/6th or approximately 83% of the Board's contribution for full benefits.]

**ARTICLE 22. LIABILITY SETTLEMENTS**

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party and the settlement is without the express written approval of the affected bargaining unit member, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the bargaining unit member's record.

### **ARTICLE 23. NOTIFICATION OF SUPERVISOR**

Bargaining unit members will be notified at the beginning of this Contract or their employment, whichever is later, as to their immediate supervisor. Should any change occur, he/she will be notified of such change.

### **ARTICLE 24. JOB DESCRIPTIONS**

Upon initial employment or following any revision to an existing job description, the bargaining unit member will be provided with the applicable job description which would include specific duties a bargaining unit member is expected to perform and indicate his/her Immediate Supervisor. The bargaining unit member or Association President/designee shall sign the job description. The signature of the bargaining unit member or Association President/designee will establish conclusively that the bargaining unit member has received the job description. The Association and affected bargaining unit members will have the opportunity for input into any revisions to existing job descriptions or the development of job descriptions for new positions. However, the final job descriptions will be developed by the Administration subject to Board approval and the parties agree that any substantial change which affects hours or wages shall be negotiated prior to implementing the new job description.

### **ARTICLE 25. SUBSTITUTES**

- A. No substitute will fill a position for more than sixty (60) consecutive workdays. This will not apply to positions where bargaining unit members are on an approved leave.
- B. Substitute bus drivers, who have not been previously certified, must submit receipts and will be reimbursed any and all expenses related to obtaining necessary CDL and Ohio Pre-Service Bus Driver Training by the Board of Education following two (2) continuous years of employment in the Northwestern Local Schools provided all training is through a provider approved by the Board.
- C. Regular employees shall be used, if at all possible, before obtaining outside substitutes.

### **ARTICLE 26. CPR/FIRST AID TRAINING**

- A. Any bargaining unit members who are required by the State of Ohio to take CPR training or Basic First Aid training shall either have the course provided by the Board or the costs of the course and books paid for by the Board at Board option.
- B. Other bargaining unit members will be permitted to attend such training provided by the Board, except that no wages will be paid unless only offered during scheduled work time.

## **ARTICLE 27. AIDES/TECH**

### **A. Pay for Computer Training**

The cost of computer training will be paid by the Board if computers are made part of the job or are required to be used.

### **B. Supplies**

Subject to administrative approval, aides will be permitted to requisition necessary supplies.

### **C. Days**

In addition to the student days for which they are scheduled, all Aides/Techs in the bargaining unit will be employed two (2) additional days. Reporting time on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the Aide/Tech's ordinary schedule.

### **D. Local Professional Development Committee**

The District's Local Professional Development Committee (LPDC) shall oversee Teacher's Aide qualifications, requirements and status.

### **E. Labor/Management Committee**

The Northwestern Local School District Board of Education and the Northwestern Local Employees Association agree to establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least twice per semester, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee shall request training from the Federal Mediation and Conciliation Service as needed.

### **F. Library Techs**

If the Library Tech is assigned by the Principal or his/her designee to cover a class for an absent teacher during the day, the library will be closed unless the Library Tech decides he/she can keep the library open and still maintain appropriate discipline and library functioning.

## **ARTICLE 28. CAFETERIA**

### **A. Towel Cleaning**

Washing towels, except on District time at a District-owned location, will not be required.

**B. Evaluation**

Evaluations will be done by Food Service Supervisor with input from the Principal.

**C. Notification of Field Trips and Pizza Parties**

The scheduling of field trips, parties, or other activities which includes meals will include a routine requirement to provide advance notice to the lunchroom managers in order to reduce the costs of extra meal preparation.

**D. Kitchen Usage For Outside Activities**

All activities utilizing kitchen equipment not including serving lines and sinks will require a Cook on duty. Cooks in schools being utilized will have the first right of refusal beginning with the Head Cook. If the specific building Cooks refuse, the job will be open to other District Cooks on a rotating basis, beginning each year with the most senior Cook. If there is no acceptance, substitute Cooks may then be employed. Regular or substitute Cooks may volunteer time.

**E. Days**

In addition to the student days for which they are scheduled, all cafeteria workers in the bargaining unit will be employed two (2) additional days. Reporting time on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the Cafeteria Worker's ordinary schedule.

**ARTICLE 29. CUSTODIAL**

**A. Building Functions**

When a custodian is not otherwise regularly scheduled in a building where an activity occurs, a custodian shall be assigned to work necessary hours, if needed, in connection with all student extracurricular activities and/or when a building is rented and/or utilized by an outside organization.

**B. Night Radios**

Bargaining unit members assigned work after regular school hours will be provided with a portable two-way radio.

**C. Maintenance Work**

Custodians will only be required to perform routine maintenance and will defer repair maintenance to a maintenance person.

**D. Winter Building Checks**

If needed, each building will be checked daily when the outside temperature is fifteen (15) degrees or lower. Custodians will be paid a minimum of one (1) hour for each day that this duty is performed.

**E. Kitchen Cleaning**

Kitchen floors in each kitchen shall be stripped and cleaned at least every six (6) months. Overhead vents in kitchens shall be steam cleaned and vacuumed every month in use. Additional hours may be added to custodial staff for this purpose or schedules shall be rearranged by the Building Administrator.

**F. Days for Nine (9) Month Custodians**

In addition to the student days for which they are scheduled, all nine (9) month Custodians in the bargaining unit will be employed two (2) additional days. Reporting times on the two (2) additional days are to be determined by the Supervisor, with total hours per day consistent with the nine (9) month Custodian's ordinary schedule.

**G. Building Overtime**

All overtime within a building will be allotted on a rotating basis, starting each fiscal year with the most senior Building Custodian and continuing through the ranks of Building Custodians and Custodians. Failure to accept an offer of over time forfeits that turn in rotation.

**H. Job Duty Distribution and Prioritization**

Each Building Principal shall be responsible for creating and updating a duty list for the Custodians in his/her building. Prior to creating or updating the duty list, the Principal shall seek input from affected custodial staff. The duty list shall indicate which duties are for the day or night Custodians, which are shared duties, and shall prioritize duties.

**ARTICLE 30 GROUNDSKEEPER**

1. The position work year will be nine (9) months March 1 through November 31, including possible Saturday and/or Sunday during this time.
2. Groundskeeper will accrue sick leave fifteen sick days per year (15) and three (3) personal days beginning March 1 of each year.
3. One hundred twenty (120) days work in a given work season will equal one (1) year for step purposes on salary schedule.

## **ARTICLE 31. CLERICAL**

### **A. Securing Replacements**

Secretaries shall not be required to secure substitutes for teachers outside his/her regular work hours.

### **B. Building Responsibility**

In the absence of the building administration, bargaining unit members shall not be held accountable for administration or supervision of the building. The Principal shall inform the building secretary of who is in charge in his/her absence.

### **C. Reimbursement for Job Calls**

All authorized phone calls made on behalf of the District shall be totally reimbursed.

### **D. EMIS/POISE Training**

If EMIS/POISE entry is required, there shall be training provided regarding EMIS/ POISE and the bargaining unit members shall be paid his/her hourly wage while at training.

### **E. Days**

1. All Elementary clerical employee(s) will be employed 206 days. Reporting time on the days that fall outside the school year are to be determined by the Supervisor with the total hours per day consistent with the school year schedule.
2. One Middle School clerical employee will be employed 214 days. One Middle School clerical employee will be employed 184 days. Reporting time on the days that fall outside of the school year are to be determined by the Supervisor with the total hours per day consistent with the school year schedule.
3. Two (2) High School clerical employees will be employed 210 days. One (1) High School clerical employee will be employed 206 days. Reporting time on the days that fall outside the school year are to be determined by the Supervisor with the total hours per day consistent with the school year schedule.
4. By mutual agreement between the clerical employee(s) and the supervisor, additional work days can be scheduled beyond the days set forth above to meet the needs of a particular building. The Association President will be notified of any additional days worked by clerical employee(s).

## **ARTICLE 32. TRANSPORTATION**

### **A. Field Trips**

1. With the exception of trips required for golf practice, field trips, including trips involving school van(s), will be offered to drivers on a seniority rotation basis. If such trips conflict with the driver's regular route, a substitute shall be obtained for the regular route by the driver, unless the trip is offered with less than seventy-two (72) hours' notice, in which case the Transportation Coordinator will fill the route. Such seniority rotation shall commence with the most senior driver to the least senior driver, then back to the most senior driver, etc.; the next round resumes with the next driver in seniority who was awarded the last trip for that round. No driver who has successfully bid on and been awarded a field trip shall assign that trip to another driver, but must return the trip to the Supervisor to be reassigned. If a reassignment is made within seventy-two (72) hours of a trip, it may be filled in any way the Transportation Coordinator deems appropriate.
2. Interested drivers should sign and number trips, in order of preference, for each roster for field trips. The Transportation Coordinator shall assign trips for each lot of field trips by seniority rotation, by driver's order of preference. Such seniority rotation shall commence with the most senior driver to the least senior driver, then back to the most senior driver, etc. The rotation will commence on the next lot of field trips where the last rotation ended. The field trip roster shall be posted in a conspicuous place in the bus garage for observation by the drivers for a minimum of forty-eight (48) hours prior to trip assignments. Certified volunteer van drivers or sub drivers may not be used for field trips (except for golf practice trips) unless no other regular driver is available and interested in the trip, except in cases of last minute changes or emergencies when a driver is needed on a short notice of less than seventy-two (72) hours. Such trips shall be assigned by the Transportation Coordinator at his discretion.
3. Except for trips involving the school van(s), drivers shall be paid based upon the field trip rate listed in the salary schedule for field trips from the time the driver commences the Pre-Trip Inspection of the bus to the time that the bus is returned to storage and completion of the Post-Trip Inspection. Drivers shall arrive for a field trip fifteen (15) minutes before departure time to allow for loading. If the field trip overlaps the regular working hours of the driver, a substitute will be obtained for that portion of the route that the regular driver is on the field trip. For trips involving the school van(s), the field trip rate will only be paid for Pre and Post-Trip inspection and actual driving time.
4. Except for trips involving the school van(s) which are compensated for Pre and Post-Trip Inspection and actual driving time as set forth in paragraph 5, below, those field trips that overlap regular hours will be paid at the field trip rate for those hours outside of regular hours. All field trips that do not overlap with regular route time shall be paid a minimum of two (2) hours. For any regular hours not part of the scheduled

field trip, the bargaining unit member shall report to his/her supervisor to be assigned work for that time. Examples of how to apply the two (2) hour minimum on a field trip:

- a. Regular route is 2:00 PM to 5:00 PM. Field trip is 3:00 PM to 6:00 PM. Driver reports to Supervisor at 2:00 PM for assigned work from 2:00 PM to 3:00 PM. Driver receives three (3) hours regular route pay from 2:00 PM to 5:00 PM and one (1) hour pay at field trip rate.
  - b. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:00 PM to 2:15 PM. If driver is able to run regular route, then driver receives one (1) hour field trip pay and three (3) hours at regular route pay. If driver is not able to run the first part of the afternoon route, then driver will report to Supervisor for assigned duties. Driver receives one (1) hour field trip pay and three (3) hours regular route pay.
  - c. Regular route is 6:00 AM to 9:00 AM. Field trip is 9:00 AM to 9:30 AM. Driver receives two (2) hours' field trip pay and three (3) hours regular route pay.
  - d. Regular route is 6:00 AM to 9:00 AM. Field trip is 7:45 AM to 10:00 AM. Assuming driver ran first half of morning route, driver receives three (3) hours' regular route pay and one (1) hour field trip pay.
  - e. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:30 PM to 2:00 PM. Driver receives two (2) hours' field trip pay and three (3) hours' regular route pay.
  - f. Regular route is 2:00 PM to 5:00 PM. Field trip is 1:00 PM to 8:00 PM. Driver receives four (4) hours' field trip pay and three (3) hours regular route pay.
5. Field Trips in which the school van(s) will be used will be posted, with the exception of golf practice trips. Where the Pre and Post-Trip Inspection and actual driving time overlap with the driver's regular route, the driver will be paid his/her regular driving rate. Where that time does not overlap with the driver's regular route, the driver will be paid the field trip rate. Notwithstanding any other provision in this Article 31, there is no two (2) hour minimum guarantee or cancellation payment for field trips involving the school van(s). School van(s) will be assigned where the trip involves seven (7) or fewer students. Where a regular driver is not available for a trip involving a school van, a certified volunteer van driver or sub driver may be used. If the field trip will result in the certified volunteer van driver working in excess of 12 hours (combined work/driving time), and a regular driver is not available, a sub driver will be used. Any unforeseen circumstances will be resolved via mutual agreement.

## **B. Cancelled Field Trips**

Drivers who are scheduled to perform services beyond their regular work schedule where the additional services do not immediately precede or follow the regular work schedule

shall receive a minimum of two (2) hours' pay if the trip is cancelled less than one (1) hour prior to the scheduled departure.

**C. Cleaning Tools**

The Board will provide a set of cleaning tools for each bus, and the driver of that bus will care for the tools. Tools to include: broom, window scraper, squeegee, detergent for washing, and window cleaner.

**D. Meetings/Inservice**

Where bargaining unit members are required to attend group meetings outside their normal working hours, they shall be compensated at their regular rate of pay.

**E. Roster Time**

Drivers will be paid six (6) hours straight time pay for the review of the initial roster after receipt of the roster and the completed time card by the Transportation Supervisor [three (3) separate hours if the driver has a Kindergarten route or Pre-School route].

**F. Route Assignment**

Vacant, new, additional routes are filled by classification seniority as the sole criteria, except to the extent that if a bus is to be kept at the driver's home, then location of the driver's home to the location of the route will be an additional criteria.

**G. Two-Way Radios**

The Board shall provide and maintain two-way radios on all buses for safety purposes.

**H. Pay for Travel To/From Service**

All bus drivers will be compensated at their regular route rate hourly rate for the time involved in driving to and from a service agency in or outside the Northwestern School District. A time sheet for actual time involved is to be turned in by the bus driver in each case. This includes being paid for travel time to and from as well as waiting time.

**I. Telephone Lists**

The Director of Transportation shall provide to all drivers a list of numbers of those in the Administration who can be called in the event the driver has an emergency.

**J. Summer Bus Cleaning**

Bus drivers are required to clean their buses in the summer, and shall be compensated four and one-half (4.5) hours at their regular bus driver route rate. Cleaning must be completed

within two (2) weeks if the last day of school. Drivers who do not wish to clean their buses may bid out their cleaning time to other drivers in the bargaining unit in a procedure to be worked out by the Association. Said procedure must ensure all buses are cleaned and no employee receives overtime compensation to clean a bus. Salary for any employee cleaning a bus under this arrangement will be paid at the rate of the driver whose bus is cleaned.

**K. Regular Employee Sub Rate**

Regular drivers who sub for another driver shall be paid his/her regular rate of pay.

**L. Type of Vehicle**

Drivers will be paid his/her regular rate regardless of type of vehicle operating.

**M. Pay for CDL**

The Board will reimburse bargaining unit members required to have a Commercial Driver's License for employment, the difference in cost of a Commercial Driver's License renewal over that of a regular operator's license renewal.

**N. Safety Training**

Drivers will be provided first aid and safety training in an effort to protect the safety and health of students.

**O. Emergency Situations**

The District will respond to emergency situations when requested by the driver because health and safety is at risk. Drivers are cautioned to respond prudently and appropriately to the many and varied situations that they face.

**P. Pre-School Transportation Aides**

A Transportation Aide shall be aboard any bus that has ten (10) or more preschool children aboard on a regular basis.

**Q. Handicap Transportation Aides**

A Transportation Aide shall be aboard any bus that has three (3) or more severe behavior handicapped students aboard on a regular basis.

**R. Transportation Aides**

Transportation Aides will be provided CPR/First Aid and safety training in an effort to protect the safety and health of students.

**S. On Board Instructor (OBI)**

The OBI instructor will be paid a premium rate of four dollars and twenty-five cents (\$4.25) above their current driver rate when training or recertifying drivers. Time will be approved by the transportation supervisor.

**T. Abstracts**

The Board will pay for all driving abstracts required by the Northwestern Board, and a copy will be provided to the bargaining unit member upon request.

**U. Days**

In addition to the student days for which they are scheduled, all drivers in the bargaining unit will be employed two (2) additional days. Reporting times on the two (2) additional days are to be determined by the Supervisor with total hours per day consistent with the driver's ordinary schedule.

**V. Routes**

1. The bus routes and times shall be established by October 1 and verified by the Transportation Supervisor.
2. The Bus Supervisor may if necessary reassign the bus(es)/ vehicle(s) that are assigned to drivers. This should only take place at the beginning of the school year if at all possible to avoid confusion.

**W. Inclement Weather**

On days of inclement weather, as determined by the Transportation Coordinator, drivers will be permitted to work up to fifteen (15) extra minutes for their pre-trip routine. [Note: This does not apply to drivers with buses not yet phased into being housed on Board property.]

**X. Inspection Forms**

Drivers shall turn in all inspection forms no later than the following workday after a trip or run.

**ARTICLE 33. WORKERS' COMPENSATION**

Any bargaining unit member who is injured in the course of employment shall report the injury to his/her Supervisor as soon as possible. Bargaining unit members will be entitled to Workers' Compensation as offered by the State of Ohio.

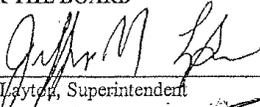
#### **ARTICLE 34. NO STRIKE**

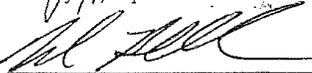
During the duration of this Contract, the bargaining unit members covered by this Contract shall not engage in, assist in, sanction or approve any strike, slowdowns, withholding of services or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

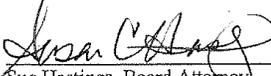
#### **ARTICLE 35. DURATION AND INTENT**

- A.** This Contract and the appendices hereto constitute the whole agreement between the Board and the Association and shall become effective July 1, 2013, and shall remain in full force and effect through June 30, 2016.
- B.** If any court of controlling jurisdiction orders nullification of any section of this Contract or such would be required by statute, then that portion (section) shall be deemed null and void and the parties shall meet in an attempt to work out an alternative solution.
- C.** The Board and the Association acknowledge that during the negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of the Collective Bargaining Law and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the written provisions of this Contract. Any matter affecting the bargaining unit members not changed by this Contract will remain unchanged for the period of this Contract except as changed by agreement of the Board and the Association.
- D.** Both parties and their constituents agree to comply with the provisions of this Contract. This Contract shall be the base for future agreements; therefore, any item not changed by mutual agreement will automatically carry forward in writing to the next Contract.
- E.** This Contract has been adopted by the parties who authorize their representative to sign the following:

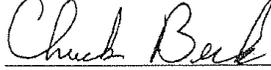
FOR THE BOARD

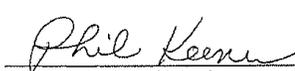
  
Jeff Vayton, Superintendent

  
Mike Burkholder, Principal

  
Sue Hastings, Board Attorney

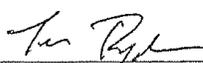
  
Lisa Forbes, Assistant Treasurer

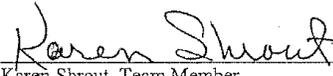
  
Chuck Beck, Board Member

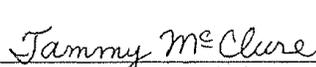
  
Phil Keener, Board Member

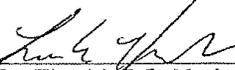
FOR THE ASSOCIATION

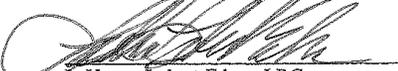
  
Ralph Negro, Association President

  
Tom Ryder, Team Member

  
Karen ShROUT, Team Member

  
Tammy McClure, Team Member

  
Lee Kimmich, Team Member

  
LaVonne Lobert-Edmo, LRC

This Contract and its Appendices were adopted  
By the Board at its meeting on April 22, 2013

Resolution 81-13

  
Allen E Miller, Treasurer

This Contract and its Appendices were  
Adopted by the Association by written  
Ballot counted on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary

**DRUG AND ALCOHOL TESTING PROCEDURE FOR DRIVERS**

**A. Who Is Covered**

This policy applies to all employees of the Northwestern Local School District Board of Education (hereinafter "Board") who are required to hold a Commercial Driver's License (CDL) as part of his/her employment.

**B. Prohibited Conduct**

No covered employee shall:

1. Use of Alcohol

- a. Use alcohol while performing Safety-Sensitive Functions; or
- b. Perform a Safety-Sensitive Function (SSF) within four (4) hours after using alcohol (pre-duty use); or
- c. Report to duty or perform a SSF with a Alcohol Concentration of 0.04 BAC or greater; or
- d. Use alcohol eight (8) hours after an accident or until tested when required to be tested following an accident; or
- e. Refuse to submit to a required alcohol test, including failure to provide adequate breath for initial testing when required or engaging in other conduct that clearly obstructs the testing process, or failure to sign Step Two of the alcohol testing form; or
- f. Possess alcohol at work.

2. Use of Controlled Substances ("Drugs")

- a. Report for or remain on duty when the employee uses any controlled substance except where an employee is using such substance pursuant to the instruction of a physician consistent with the provisions of Paragraph B2d, below; or
- b. Test positive for a controlled substance; or
- c. Refuse to submit to a required drug test, including failure to provide an adequate and unaltered sample for testing when required or engaging in other conduct that clearly obstructs the testing process; or

- d. Where an employee is using a controlled substance pursuant to the instruction of a physician, fail to notify his/her Supervisor of the use of such controlled substance and fail to provide his/her Supervisor with necessary information from his/her physician that the controlled substance will not affect the performance of the employee's SSF.

**C. Consequences of Engaging In Prohibited Conduct**

1. Alcohol Concentration of Greater Than 0.02 But Less Than 0.04

Employees tested under this policy who are found to have an Alcohol Concentration of greater than 0.02 but less than 0.04 may not perform a SSF until at least twenty-four (24) hours after the test was administered and may be suspended with or without pay for that period subject to Article IV/C10 of the Master Contract.

2. Employees Testing Positive For A Controlled Substance or Engaging In Prohibited Conduct Involving Controlled Substances

Employees who have a verified positive controlled substance test or who otherwise engage in prohibited conduct involving controlled substances may be suspended or terminated subject to Article IV/C10 of the Master Contract.

**D. Testing For Alcohol**

1. Post-Accident Testing

- a. An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo a Post-Accident Alcohol Test if:
  - 1) the employee was performing a SSF with respect to the vehicle and the accident involved the loss of human life; or
  - 2) the employee receives a citation under State or local law for a moving traffic violation arising out of the accident.
- b. The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident. An employee may be tested up to eight (8) hours after the accident.
- c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused

from testing for such time as is reasonably necessary to obtain such assistance or treatment.

- d. The results of a Post-Accident Breath or Blood Test for the use of alcohol conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable Federal, State, or local requirements and the test results are obtained by the Board.
- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs a SSF.

2. Random Testing

Covered employees will be subject to random, unannounced alcohol testing scheduled through the year. This testing will only occur while, immediately before, or immediately after performing a SSF. Employees must proceed to the designated testing site immediately after notification of selection for testing. Each covered employee will have an equal chance of being testing each time selections are made. The number of employees selected for random alcohol testing will equal to at least twenty-five percent (25%) of the average number of covered positions each year.

3. Reasonable Suspicion Testing

- a. The Board will test a covered employee when it has reasonable suspicion to believe the employee has engaged in prohibited conduct under this policy. A determination that reasonable suspicion exists to require alcohol testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by a Supervisor who has received at least sixty (60) minutes of training on alcohol misuse and additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the testing on the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday when the employee is performing a SSF. The test may not be administered more than eight (8) hours after the reasonable suspicion determination.
- b. No covered employee shall be allowed to report for or remain on duty requiring the performance of a SSF while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until:

- 1) the alcohol test indicates the employee's alcohol concentration is less than 0.02; or
- 2) twenty-four (24) hours have passed since the reasonable suspicion determination was made.

**E. Controlled Substance Testing**

1. Pre-Employment Testing

The Board must receive a controlled substance test result for each covered employee from a Medical Review Officer (MRO) indicating a verified negative result prior to the first time the employee performs a SSF for the Board.

2. Post-Accident Testing

- a. An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo Post-Accident Controlled Substance Test if:
  - 1) the employee was performing a SSF with respect to the vehicle and the accident involved the loss of human life; or
  - 2) the employee receives a citation under State or local law for a moving traffic violation arising out of the accident.
- b. The test will be administered as soon as practicable following the accident, but under no circumstances later than thirty-two (32) hours after the accident.
- c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment.
- d. The results of a Post-Accident Urine Test for the use of controlled substances conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable Federal, State, or local requirements and the test results are obtained by the Board.
- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs a SSF.

3. Random Testing

Covered employees will be subject to random, unannounced controlled substance testing scheduled through the year. This testing will only occur while, immediately before, or immediately after performing a SSF. Employees must proceed to the designated testing site immediately after notification of selection for testing. Each covered employee will have an equal chance of being testing each time selections are made. The number of employees selected for controlled substance testing will equal to at least fifty percent (50%) of the average number of covered positions each year.

4. Reasonable Suspicion Testing

The Board will test a covered employee for when it has reasonable suspicion to believe the employee has engaged in prohibited conduct under this policy. A determination that reasonable suspicion exists to require controlled substance testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effect of controlled substances. The observations must be made by a supervisor who has receive at least sixty (60) minutes of training on alcohol misuse and additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the testing on the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday when the employee is performing a SSF. The test may not be administered more than eight (8) hours after the reasonable suspicion determination.

**F. Administration of Testing**

1. Alcohol Testing Procedures

- a. Testing for alcohol will be by Evidential Breath Testing device (EBT). The test will be administered by a Breath Alcohol Technician (BAT) who has been properly trained in the used of an EBT. A BAT qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to perform the test in a timely manner. An employee's Supervisor may not administer a reasonable suspicion test to that employee.
- b. The initial test given is a screening test. If the screening test result is less than 0.02 no further testing will be done. If it is 0.02 or greater, the employee must undergo a second, confirmation, test. The confirmation test may not be conducted sooner than fifteen (15) minutes after the completion of the screening test. The confirmation test will normally be conducted within thirty minutes after the completion of the screening test, but a confirmation testy is valid even if

conducted after thirty (30) minutes. In the event the screening and confirmation tests do not agree, the confirmation test result is deemed to be controlling.

- c. After the completion of the required test(s), the result will be transmitted in a confidential manner to the person designated by the Board to receive test results as soon as available.

2. Controlled Substances Testing Procedures

- a. The Board will test for five (5) controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine. Testing will be done by collection of urine specimens from covered employees.
- b. The employee must provide a urine specimen of at least 45 ml. The specimen will be split into two, a primary specimen and a split specimen. The primary specimen will be analyzed by a D.H.H.S.-certified laboratory and, if positive, for one (1) or more of the tested controlled substances. A confirming test will be done on the primary specimen. If the test is confirmed positive, the laboratory will report the results to the MRO. Prior to verifying the positive test result to the Board, the MRO will make a reasonable effort to contact the employee confidentially to discuss the test result. After discussing the test result with the employee and examining any alternate medical explanation for the result, the MRO shall decide whether to report the test result as a verified positive test to the Board.
- c. If the MRO is unable to contact the employee, the Board will make a reasonable effort to notify the employee and instruct him/her to contact the MRO to discuss the test results. When the Board is able to contact the employee, the MRO will be advised that the employee has been instructed to contact the MRO within twenty-four (24) hours. If the employee fails to contact the MRO within five (5) days of being instructed to do so, the MRO may verify the result of the test as positive. If the Board is unable to contact the employee, the employee may be placed on temporary medical leave.

3. Notification To Employees of Controlled Test Results

- a. Individuals who have undergone pre-employment controlled substance testing may request the test results within sixty (60) days of being notified of the disposition of their employment application.
- b. Employees who have a verified positive controlled substance test will be notified of the result and the substance for which the employee tested positive.

4. Employee's Right to Testing of Split Specimen

When the primary specimen is a confirmed positive, the laboratory will hold the split specimen for sixty days from the date it received the split specimen. An employee with a verified positive result has the right, within seventy-two (72) hours of notification of the verified positive result, to request the MRO to have the split specimen to be sent to another D.H.H.S.-certified laboratory. However, action required by law or this policy as the result of a verified positive controlled substance test [such as removal from performing a SSF] is not stayed pending the result of the split specimen test. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Department of Transportation (D.O.T.), the Board and the employee that the entire test has been cancelled and the reasons for the cancellation. The cost of testing the split sample must be borne by the employee.

**G. Records**

1. The Board will maintain records of its alcohol misuse and controlled substance use prevention program in a secure location with controlled access. Access to these records will be limited to those persons who are entitled to see them under Federal regulation or other applicable law.
2. Before the first time a covered employee performs a SSF, the employee must consent to allow the Board to obtain records on alcohol tests with a result of 0.04 or greater, controlled substance test results, and refusals to be tested within the preceding two (2) years which are maintained by the employee's previous employers under D.O.T. regulations. The Board will inspect such records within fourteen (14) days after the first time the employee performs a SSF and will maintain a written confidential record with respect to each past employer contacted.

**NORTHWESTERN LOCAL SCHOOL DISTRICT**

**CERTIFICATE OF RECEIPT OF**  
**DRUG AND ALCOHOL TESTING PROCEDURE AND**  
**POST-ACCIDENT PROCEDURE FOR CDL DRIVERS**

I have received and read the Drug and Alcohol Testing Procedure appended to the Master Contract between the Board and the Association, and the Post-Accident Procedure. I understand I am required to comply with these procedures. I also understand that failure to comply with these procedures may be basis for discipline, up to and including termination.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**NORTHWESTERN LOCAL SCHOOL DISTRICT**

**CONSENT TO ALLOW FORMER EMPLOYERS TO**  
**RELEASE DRUG AND ALCOHOL TESTING INFORMATION**

I hereby consent to allow all of my previous employers from the last two (2) years to release to the Northwestern local School District Board of Education all pertinent information they possess regarding alcohol and drug testing performed on myself during the past two (2) years, under U.S. Department of Transportation regulations.

The following is a list of all employers I have worked for during the last two (2) years for whom I was subject to drug or alcohol testing:

- 1) Previous Employer \_\_\_\_\_  
Address/Telephone \_\_\_\_\_
- 2) Previous Employer \_\_\_\_\_  
Address/Telephone \_\_\_\_\_
- 3) Previous Employer \_\_\_\_\_  
Address/Telephone \_\_\_\_\_
- 4) Previous Employer \_\_\_\_\_  
Address/Telephone \_\_\_\_\_
- 5) Previous Employer \_\_\_\_\_  
Address/Telephone \_\_\_\_\_

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**NORTHWESTERN LOCAL SCHOOL DISTRICT**  
**7569 NORTH ELYRIA ROAD, RT. 1,**  
**WEST SALEM, OHIO 44287**  
**COVER LETTER TO PERSONNEL LETTER**

Dear Personnel Director:

Your former employee, \_\_\_\_\_, has applied for a job with the Northwestern Local School District Board of Education. One of the requirements for the position is a Commercial Driver's License. Pursuant to Federal law, the Northwestern Local School District Board of Education is authorized to obtain, pursuant to the applicant's consent, any information regarding drug and alcohol testing performed by former employers during the last two (2) years under the authority of the U.S. Department of Transportation regulations on applicants for positions requiring Commercial Driver's Licenses. Enclosed is a consent form signed by your former employee authorizing you to release this information to the Northwestern Local School District Board of Education.

Please complete the enclosed Drug and Alcohol Testing Information Form and return it as soon as possible to: \_\_\_\_\_, Northwestern Local School District Board of Education, 7569 North Elyria Road, Route 1, West Salem, Ohio 44287. Federal law requires that we obtain and review drug and alcohol testing information from former employers within fourteen (14) days of when an employee starts working for the Northwestern Local School District Board of Education. Therefore, it is important that you return the form to us promptly.

Thank you for your cooperation. Call 419/846-3151 if you have questions.

Very Truly Yours,

**NORTHWESTERN LOCAL SCHOOL DISTRICT**  
**REQUEST FOR DRUG AND ALCOHOL TESTING INFORMATION**  
**FROM FORMER EMPLOYERS' INFORMATION FORM**

Instructions: Please complete this form by circling and/or filling in the appropriate responses.

Name of Applicant: \_\_\_\_\_

Date of your response: \_\_\_\_\_

1. Has the above named applicant had an alcohol test within the last two (2) years with a result indicating a blood/alcohol concentration of 0.04 or greater?  
YES            NO
  
2. Has the above-named applicant had a positive drug test result within the last two (2) years?  
YES            NO
  
3. Has the above-named applicant refused to submit to a drug or alcohol test within the last two (2) years? Please note that in addition to outright refusal to take the test, refusal to submit includes failure to provide an adequate amount of specimen for testing, refusal to sign Step Two of the D.O.T. Alcohol Testing Form, or refusing to cooperate with the testing process in a way that prevents completion of the test.  
YES            NO

If the answer to any of the three (3) questions above was "Yes," please provide details regarding the test or refusal to be tested. Also, please include information on the applicant's evaluation by a substance abuse professional and return-to-duty testing and, if applicable, the applicant's compliance with the substance abuse professional's recommendations.

Name of Former Employer: \_\_\_\_\_

Name and Signature of person authorized to release this information:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**NORTHWESTERN LOCAL SCHOOLS  
GRIEVANCE FORM**

Step \_\_\_\_\_

Date Filed this Step \_\_\_\_\_

Name(s) of Aggrieved \_\_\_\_\_

Alleged Grievance \_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

\*\*\*\*\*

Disposition Rendered at this Step \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person Rendering Decision \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Attach additional pages if necessary to complete any section.

NORTHWESTERN LOCAL SCHOOL DISTRICT  
LEAVE FORM

Name \_\_\_\_\_ S.S. # \_\_\_\_\_

Date(s) of Leave \_\_\_\_\_ Number of Days \_\_\_\_\_

Substitute's Name \_\_\_\_\_

Please check one of the following:

9  PROFESSIONAL LEAVE Is a Substitute Necessary? \_\_\_\_\_

SICK LEAVE [Check reason for using Sick Leave]

MEETING NAME: \_\_\_\_\_

1  Illness, Injury or Death in Immediate Family  
\_\_\_\_\_ (name & relationship)

MEETING LOCATION (CITY): \_\_\_\_\_

If medical attention was obtained while on leave, the name and address of the attending physician must be listed here.

How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility? \_\_\_\_\_

An employee out for more than ten (10) consecutive work days due to personal illness/serious health condition must provide a return to work statement from his/her health care provider.

FUND	FUNC	OBJ	SCC	SUBJ	OPU	IL	JOB

12  ASSAULT LEAVE [Attach Certificate]

JOB	FUND	FUNC	OBJ	SCC	SUBJ	OPU	IL

7  PERSONAL LEAVE

**ESTIMATED COSTS**

13  COMPULSARY LEAVE [Attach notice or subpoena]

Registration Fee \$ \_\_\_\_\_ Pd \_\_\_\_\_ P.O. \_\_\_\_\_

2  EMERGENCY AND HAZARDOUS LEAVE

Transportation costs (IRS Rate) \$ \_\_\_\_\_ (\$75 max per day)

3  ASSOCIATION LEAVE President's Signature: \_\_\_\_\_

Lodging \$ \_\_\_\_\_ (\$75 max per day)

6  UNPAID CHILD CARE LEAVE [Attach certificate]

Meals \$ \_\_\_\_\_ (\$30 max per day)

5  FAMILY AND MEDICAL LEAVE [Attach certificate]

Total Estimated Expenses: \$ \_\_\_\_\_ (Not to exceed \$400)

When an employee is absent for more than ten (10) consecutive work days, the absence will be presumed to be covered by FMLA and the teacher will be sent a notice of eligibility. The employee will have fourteen (14) days to notify the Treasurer if the employee does not believe the leaves falls under FMLA.

**EMPLOYEE REIMBURSABLE COST**

8  EXTENDED LEAVE [State Type]: \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_ Pd \_\_\_\_\_ P.O. \_\_\_\_\_

4  MILITARY LEAVE [Attach Order]

Transportation costs (IRS Rate) \$ \_\_\_\_\_ (\$75 max per day)

15  UNPAID SHORT-TERM LEAVE

Lodging \$ \_\_\_\_\_ (\$75 max per day)

14  COMP TIME

2<sup>nd</sup> Employee \$ \_\_\_\_\_ (\$75 max per day)

11  VACATION LEAVE [Support Staff Only]

Meals \$ \_\_\_\_\_ (\$30 max per day)

**TOTAL ACTUAL**

REIMBURSABLE EXPENSE \$ \_\_\_\_\_ (Not to exceed \$400)

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

	<u>Signature</u>	<u>Date</u>	<u>Approved</u>	<u>Disapproved</u>
Principal	_____	_____	_____	_____
Superintendent	_____	_____	_____	_____
Board/Treasurer	_____	_____	_____	_____

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