

K#30071

STATE EMPLOYMENT
RELATIONS BOARD

MASTER AGREEMENT

13-MED-03-0240

BETWEEN

2659-02

2013 OCT 31 A 13-3 TRI-COUNTY NORTH LOCAL SCHOOL DISTRICT

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

CHAPTER #765

2013-2014;
2014-2015; and
2015-2016

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PREAMBLE

The Tri-County North Local Board of Education, hereinafter referred to as the "Board", and the Chapter 765, Ohio Association of Public School Employees/AFSCME/AFL-CIO, referred to as the "Association", do hereby agree that the welfare of the children of the Tri-County North Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff have the responsibility for Implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure without interruption of the school program.

This Agreement between the parties hereto is a final and complete agreement of all negotiated items that Are in effect throughout the term of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in the Agreement.

ARTICLE 1

MANAGEMENT RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and the Constitution of the State of Ohio and of the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2
ASSOCIATION RIGHTS

The Association shall have the following rights:

- A. Advance copy of Board agendas.
- B. Copy of official minutes of Board meetings, upon request and at cost.
- C. Use of designated bulletin boards.
- D. A copy of job postings shall be sent to the Chapter, President and Vice-President.
- E. The Association shall be granted exclusive rights to the use of payroll deductions and bulletins boards (C) to the exclusion of any other employee group representing the employees in the unit represented by this Agreement.

The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of this Section.

- F. The Association President (or Designee) and one (1) other delegate shall each be allowed two (2) days paid released time each year to attend the Statewide OAPSE Convention.

ARTICLE 3

PROGRESSIVE DISCIPLINE

1. Employees may be disciplined or discharged only for just cause. "Just Cause" is defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public or others, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance of nonfeasance.
2. Any employee disciplined or discharged shall be given written notice of the specified reasons for such action.
3. The employee shall have the right to have a witness of their choice present at any discussion(s) which may have a negative effect on the employee's continued employment.
4. At any time an employee is to be given discipline, such employee shall have the right of representation and be afforded the right to a hearing before an appropriated administrators. Discipline, as used herein, shall be defined as a written reprimand, position reduction, suspension and/or dismissal. It is understood that the counseling of an employee, an oral notice of unsatisfactory performance, and/or Reduction in Force shall not be subject to the provisions of this Article.
5. Standards of progressive discipline shall be applied in normal circumstances in the administering of employee correction. The immediate supervisor will administer the first two steps of the standards and the Superintendent, or his designee, will administer the third through fifth steps. If the infraction is of a severe nature, any or all of these steps may be waived. These standards are:
 - A) Oral warning (in private – a signed statement that an oral warning must be given must be obtained)
 - B) Written reprimand
 - C) One-day suspension without pay
 - D) Three-day suspension without pay
 - E) Termination of employment
6. Notice of suspension or dismissal shall be served on the employee by means of personal delivery or by certified or registered mail.
7. Within ten (10) days following the receipt of notice of dismissal, the Association may appeal the decision to dismiss through the grievance procedure (Article IX). Such appeal, if filed, shall be filed at Step III of the Procedure.
8. It is agreed by the parties of this Agreement and each bargaining unit member, separably and collectively, that the Grievance Procedure shall be the only procedure that may be used to appeal the decision to dismiss, and that further, all parties to this Agreement specifically waive any and all other legal remedies.

ARTICLE 4
RECOGNITION

A. Recognition

The Ohio Association of Public School Employees, Chapter #765, is hereby recognized as the sole and exclusive bargaining agent for regular employees in the bargaining unit herein defined.

B. Unit Defined

The bargaining unit shall consist of employees assigned to the classifications listed below:

Bus Driver	Cook
Bus Mechanic/Maintenance	Custodian
Secretary	Para Professional
Maintenance Technician	Para-Professional/Interpreter
Technology Technical Assistant	Para-Professional Librarian

C. Exclusions

All employees whose classification is not listed under B. above, shall be excluded from the bargaining unit. The following positions are also excluded:

1. Temporary, seasonal and part-time employees. For the purposes of this Section, a part-time employee is defined as an employee who is scheduled to work less than 120 work days.
2. All employees whose primary responsibility is to work in the central administrative office of the school district, including but not limited to Secretary to the Superintendent and Assistant Treasurer.

D. Dues Deduction and Fair Share

1. Sixty (60) days following beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted, and forwarded by the Employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.
2. The Board agrees to deduct from the first paycheck of September and nineteen (19) paychecks thereafter the regular monthly Association dues of employees who individually and voluntarily certify in writing that they authorize such deductions. The authorization shall be continuous and remain in effect until and unless revoked by the individual employee. Such dues shall be turned over to the State Treasurer on a monthly basis with a list of employees for whom payment is made and the amounts deducted. A copy of the list shall be submitted to the Chapter Treasurer.

3. The Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal law, provided a non-member makes a timely demand on the Union. Annually, the Union shall determine and notify the non-member fair share payers of the amount of the fair share fee determined to be subject to advance rebate or reduction and the manner in which the non-member fair share fee payer may file an objection and, if desired, a challenge to the determination of such amount. Upon receipt of a written objection (and challenge, if filed) from a non-member fair share fee payer, the Union State Treasurer shall cause a check in the amount of the objection to be placed in an interest bearing account until such objection has been reviewed and processed through the State Employment Relations Board (SERB).
4. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deduction and/or fair share fees deducted per this section.

ARTICLE 5

NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her legal activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex or political affiliation.

ARTICLE 6

CONSISTENCY WITH LAW

- A. This Agreement supersedes any conflicting provisions of state law, except for those laws specifically exempted in ORC 4117.10. Further, this Agreement is subject to all federal laws, provided that, should any change be made in any state or federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties, or their designees, shall meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect

ARTICLE 7
NEGOTIATIONS

A. Released Time for Negotiations Meetings

If the Board, or its designated representative, desires to set a negotiating meeting during working hours, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings held after the normal working hours would not be thusly effected.

B. Impasse

At any time impasse exists between the parties prior to the expiration date of this Agreement or any extension thereof, the parties shall jointly request the assistance of the Federal Mediation and Conciliation Service to assist the parties in resolving the impasse. In the event the impasse continues, upon the request of either party, the parties shall follow the Fact-Finding provisions as stated in the Ohio Public Employee Collective Bargaining Act. Any costs shall be shared equally by the parties.

ARTICLE 8

CREDIT UNION

Deductions from payroll shall be made for employees who are members of the FirstDay Financial Federal Credit Union on the following basis:

- A. Savings withholdings may be designated no more than two (2) times during the period of July 1-December 31 and two (2) times during the period of January 1-June 30.
- B. Loan withholding to be changed as loan obligations change.

ARTICLE 9

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance- A “grievance” is hereby defined as a complaint by an employee, by employees or by the Association involving the interpretation, application or alleged violation of this Agreement; provided, however:
 - a. Where specific administrative agency relief of a quasi-judicial nature is provided by the State of Ohio of the United States for review or redress of a specific matter such as Workmen’s Compensation, Unemployment Compensation, EEOC, Civil Rights Commission, such matter may not be made the subject of a grievance and may not be processed as such.
2. A “grievant” shall mean either an individual member of the bargaining unit, a group of members having the same grievance.
3. A “supervisor” shall ordinarily be defined as the building principal. In cases where members of the bargaining unit are not under a building principal, “supervisor” shall be defined as the most immediate director of the program who is not a member of the bargaining unit.
4. A “day” shall be defined as a calendar day unless otherwise indicated.

B. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be met to expedite the process. The time limit may be extended by mutual agreement. Grievant (s) must begin the informal step in the grievance procedure within twenty-five (25) days of the incident provoking the grievance.
2. An attempt will be made to expedite grievances by the end of the school-year or as soon thereafter as practicable.
3. Grievances arising from the action of an official other than the immediate supervisor may be initiated with the Superintendent or his designated representative.
4. Failure at any level of this procedure to communicate the decision in writing within a specified time limit shall permit the grievant to proceed to the next step.
5. The Association shall have the option, at any step, to decide whether or not the grievance shall be advanced to the next appropriate step.
6. No recording devices shall be used in the first three steps of this procedure. No person shall be present at either of these steps for the purpose of recording the discussion.
7. No facts may be presented at an arbitration hearing or in summary briefs unless they have been introduced at an earlier level, or unless they were not reasonably available to the parties at an earlier level.

C. GRIEVANCE STEPS

Informal Step

Before submission of a formal written grievance, the party must attempt to resolve it informally with the immediate supervisor or his designee. The grievant shall state in writing that it is an informal attempt to solve the grievance. The grievant(s) must begin the informal step in the grievance procedure within twenty-five (25) days of the incident provoking the grievance.

Formal Steps

Step I

The aggrieved party initiating the grievance shall present the grievance, in writing, on the official form (Appendix C), to the supervisor or his designated representative(s) within ten (10) days after the informal hearing. The form shall be signed by each person filing such grievance. The supervisor or his designated representative(s) shall discuss the grievance with the aggrieved, and/or his designated representative(s). The aggrieved party shall be present whenever possible. The supervisor or his designated representative(s) will answer in writing within ten (10) days after the formal presentation of the grievance.

Step II

If the action of Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent or his designated representative(s) within ten (10) days following the Step I answer. The grievance shall be signed by each person filing such grievance.

Following the hearing of the grievance with the aggrieved, and/or his designated representative(s), the Superintendent or his designated representative(s) shall answer the grievance in writing to the grievant and the Association representative within ten (10) days. The aggrieved will be present at the hearing whenever possible.

Step III

Grievance may be submitted to arbitration by the Association within twenty (20) days after the grievance procedure has been exhausted, subjected to the following principles and procedures:

1. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Association by the American Arbitration Association or the Federal Mediation and Conciliation Services. Neither AAA nor FMCS shall have the authority to independently designate an arbitrator until such agency has furnished the parties at least three (3) full lists for the selection of an arbitrator.
2. It is the duty of the arbitrator to hear both parties of the dispute, draw conclusions, and make recommendations to the parties which will be binding on all affected.
3. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and Appendixes as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby. (Except to the extent necessary to determine his jurisdiction).
4. All hearings will be held in Lewisburg, Ohio, unless the Association and the Board mutually agree to another location.

5. The arbitrator will provide two (2) copies of his decision to each party within thirty (30) days after the closing of the hearings.

6. The compensation and expenses of the arbitrator shall be borne equally by the parties.

D. NO REPRISALS

The fact that a grievance is raised by a member of the bargaining unit regardless of the ultimate disposition, shall not be recorded in the employee's personnel file nor in any file or record utilized in the promotion process; nor shall such employee (and employees who participate in any way in the grievance process) be subject to reprisal for having processed a grievance.

E. GRIEVANCE HEARINGS

Every grievance hearing shall be held, whenever possible, at a time when there shall be no interruption in the school program.

ARTICLE 10

PERSONNEL PRACTICES

- A. Seniority shall be defined as follows:
1. System Seniority shall be defined as the uninterrupted length of continuous service with the Tri-County North Local Board of Education (or the Twin Valley District before July 1, 1983) as computed from the latest date of hire.
 2. Classification Seniority shall be defined as the length of continuous service in a particular job classification from the most recent date of entry into the classification.
 3. The Treasurer of the Board shall maintain a listing of employees by classification, including the name and date of employment of the employee. Such listing shall be available for viewing during the regular office hours of the Tri-County North Local School District. The Treasurer shall provide to the OAPSE President a copy of the Seniority List.
 4. Reinstatement- Any employee rehired within one year of the last day worked in a unit position shall have previously accumulated seniority reinstated.
 5. Any Board approved leave or layoff shall not constitute a break in service.
- B. Job Posting and Bidding Procedure:
1. All buildings owned and operated by the Board of the Tri-County North Local School District and staffed by school employees, shall have "Classified Unit Positions Open" posted in an open area accessible to all employees covered by the bargaining unit.
 2. The employer shall send copies of "Classified Unit Positions Open" by the United States Postal Service to the President of the Tri-County Chapter #765 of the Ohio Association of Public School Employees on the date of or prior to the day of posting the position.
 3. All "Classified Unit Positions Open" shall be posted for a minimum of three (3) working days. Employees shall submit, in person, their request for the position to the administrator announcing the position within five (5) working days after the position has been posted for three (3) working days. All job postings during the months of June and July will be in effect for ten (10) working days and posted in each of the District's buildings, and a copy of all summer postings will be mailed to the OAPSE Chapter President.
 4. When a "Classified Unit Position" is announced as open, such position shall be awarded within thirty (30) days to the employee who has applied in accord with the time limit and has the greater seniority in that classification (secretarial, custodial, transportation/maintenance, cafeteria, bus driver, etc.) and possesses the necessary qualifications for the position. A current employee so awarded the position shall maintain the option of accepting or declining the position, and shall lose no rights in his/her present position or classification as a result of the decision.

Should he/she decline the position, it shall be offered to the employee in that classification who has applied in accordance with the time limit and also possesses the necessary qualifications for the position. When all applicants are from outside the job classification posted, the senior employee qualified for the job shall be given first consideration for the position. The position would then be open to the most qualified applicant not currently employed by the School District.

5. When new positions are established by the Board, the announcement and the description of duties and the salary range of the position shall be posted for three (3) working days. Any employee of the district will have five (5) working days after the position has been posted for three (3) days to submit, in person, a written request for the position. In the case of a new classification, persons employed by the Board in compatible classifications, having the skills required for the position, will be given first consideration for the new position on the basis of seniority.
6. Each employee shall be required to serve a probationary period of ninety (90) days before the Superintendent shall determine the advisability of placing the employee on regular status. In the event an employee transfers to a different classification, such probationary period shall be sixty (60) days to that person. However, if it is determined by the Superintendent or his designee that the transferred individual is not able to perform the duties required in a satisfactory manner, that employee shall be placed in the position he/she held prior to the change in classification.
7. An employee who transfers from one classification to a classification wherein the salary schedule is higher, after completing the thirty (30) day probationary period, shall be placed on the step of the salary schedule at the salary next higher than that previously held.

In the event an employee transfers/is demoted to classification wherein the salary schedule is lower than that of the classification previously held, the employee shall maintain the step on the salary schedule of the new classification.

8. For the purpose of this section, the classifications shall be:

Bus Driver	Cook
Bus Mechanic/Maintenance	Custodian
Secretary	Para-Professional
Para-Professional/Interpreter	Technology Technical Assistant
Maintenance	Para-Professional Librarian

9. Each employee who is newly employed, promoted, or changes classification shall be required to successfully complete a physical examination prior to such occurrence. Such physical examination shall be by a physician of the Board's choice and at the Board's expense.

C. Reduction in Work Force Procedure:

Whenever it becomes necessary to reduce the number of employees in a job classification due to permanent closing of school building(s), an abolishment of positions, lack of funds or lack of work, the following procedure shall exclusively govern such layoffs.

1. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to system seniority within the classification with the least senior employee laid off first. In the case of identical seniority, the individual with the earliest date of birth shall be considered the more senior. If identical seniority still remains, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

Whenever a layoff occurs in a classification where there is an employee that has, within the last (3) three years, held a regular contracted position in another classification, then that employee shall exercise their seniority rights and return to their most recent former classification, if there is an employee in that classification with less seniority. Upon re-entry into a former classification, the employee shall assume the duties of the displaced employee, and be placed on the salary step that corresponds to the employee's total years of experience in the current and former classifications.

2. The following classifications shall be used in the event of layoff:

Bus Driver	Cook
Bus Mechanic/Maintenance	Custodian
Secretary	Para Professional
Maintenance Technician	Para Professional/ Interpreter
Technology Technical Assistant	Para Professional Librarian

3. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification is laid off.
4. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
 - a. Reason for layoff or reduction:
 - b. The effective date of the layoff:
 - c. A statement advising the employees of their rights of reinstatement from the layoff.
5. For the classification in which the layoff occurs, the Board of Education shall prepare a reinstatement list and names of all employees shall be placed on the reinstatement list in the order of their seniority. Reinstatement shall be made from this list before any new employees are hired in that classification. A copy of such reinstatement list shall be provided to the president of OAPSE Chapter #765.
6. Vacancies which occur in a classification shall be offered, in writing, to the individual who was employed in that classification and who maintains the most seniority. That individual shall accept or decline the position offered within seven (7) days of the official mailing. Such mailing shall be by Certified mail and to the last address on record in the business office of the Tri-County North School District. It is the responsibility of the employee to have a correct, up-to-date address on file.

If the employee so notified declines the position, or does not respond within the time limits stated above, the position shall be offered to the next employee standing highest on the layoff list in that classification. Any employee who declines reinstatement shall be removed from the reinstatement list.

7. All persons on layoff status will remain on recall list for a period of two (2) years unless removed as indicated in sub-section 5 above.

D. Contract, Non-Renewals

1. All newly hired unit members shall serve a probationary period of ninety (90) days. At the conclusion of the probationary period, the Board shall determine whether or not the probationary employee shall be afforded regular status. The following employment contract system shall control for regular employees.
 - a. Newly hired regular classified school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment, which shall be for a period of not more than one year, and ending on June 30. At the conclusion of the initial contract, the Board will determine if such employee's employment will be renewed. If such employees are renewed, their subsequent contract shall be for a period of two (2) years.
 - b. At the conclusion of the two-year contract provided in sub-section "a" of this section, the Board will determine if the employee's employment will be renewed. If the contract of a Classified employee is renewed, the employee shall be continued in employment.

E. Temporary Assignments

In the event it becomes necessary to assign a regular employee to fulfill the duties of a job or classification carrying a higher pay scale, he/she shall receive the higher rate of pay for a full shift or more, he/she shall receive the higher rate of pay beginning on the first day of such assignment and continue to receive such pay rates during the remainder of the assignment. Higher classification shall mean the same step in seniority as employee is presently on.

In the event the temporary assignment is to a lesser job or classification, there shall be no loss of pay.

When a classified unit position is available for temporary assignment, the temporary assignment will first be offered to the employee in the same classification who has the greater seniority in that classification (secretarial, custodial, transportation/maintenance, cafeteria, bus driver, etc.) and possesses the necessary qualifications for that particular temporary assignment.

ARTICLE 11

VACATIONS

- A.
1. July 1 shall be designated as the beginning date of the "vacation" year and each employee shall be granted vacation days due as that date.
 2. The July 1 nearest the employment date shall be the "Anniversary Date" for the employee.

B. Vacation days are granted as follows:

1. Each full-time classified school employee, including full-time hourly rate and per diem employees, shall be entitled to vacation leaves as follows:

Date of employment through the next June 30th, a credit on a pro-rated basis of .833 days per month. These earned days of vacation can be scheduled for use after July 1 of the following school year. It is possible for a new employee to earn and receive vacation days without gaining credit for a year's experience toward future vacation categories (individuals employed between January 1st and June 30th).

Vacation days are earned, but not credited during the ninety (90) day probationary period. They will be credited to the employee upon successful completion of the probationary period.

THEREAFTER:

YEARS TWO THROUGH FOUR:

- a. July 1 through June 30, .833 days per month to a maximum of ten (10) vacation days per year.

YEAR FIVE THROUGH ELEVEN:

- a. July through June 30, 1.25 days per month to a maximum of fifteen (15) vacation days per year.

YEARS TWELVE AND ABOVE:

- a. July 1 through June 30, 1.67 days per month to a maximum of twenty (20) vacation days per year.
2. Such vacation days shall not include legal holidays.
3. A full-time classified employee is a person who is in service for not less than eleven (11) months in each calendar year.
4. Vacation leave cannot be carried over to the next calendar year except by written permission from the Superintendent. Such a request shall be presented in writing and state the reason for said request.

5. Vacation schedules for the various buildings shall be developed by the immediate supervisor in consultation with those affected, and presented to the Superintendent or his/her designee for approval. The availability of a substitute must precede the employee's vacation if school is to be in session. Vacation leave may not be used in increments of less than One (1) days. Vacation leave shall not normally be granted except upon a written request submitted at least two (2) days in advance of intended use. No vacation shall be granted two (2) weeks prior to school opening. No more than two custodians shall be granted vacation leave during the same time period. Provided however, the Superintendent shall have authority and discretion to approve requests by other custodians for vacation during the same time period. Approval of such requests shall be in the sole and absolute discretion of the Superintendent, after considering the needs of the students and the school district, and the decision of the Superintendent shall not be subject to grievance.
6. Personal leave days shall not be applied to those days immediately preceding or succeeding a scheduled vacation.
7. In case of the death of a classified school employee, the unused vacation leave to the credit of such employee, not to exceed the leave accrued to his/her credit for two (2) years immediately preceding his/her last anniversary date, and the prorated portion of his/her earned but unused vacation leave for the current year, shall be paid to the estate of the deceased.
8. Employees who transfer from one classification to another shall receive vacation time based on his/her system seniority in a vacation earning position.

ARTICLE 12

HOLIDAYS

A. Scheduled Holidays

The Board agrees to provide all employees in the bargaining unit paid holidays, provided they fall during the employee's time of employment.

Specifically:

New Year's Day	Memorial Day	Christmas Eve Day
Martin Luther King Day	Fourth of July*	Christmas Day
Labor Day	Thanksgiving Day	New Year's Eve Day
President's Day		

*Eleven and twelve month employees only.

B. Holiday Eligibility

In order to be paid for the holiday, an employee must actually work his or her full shift on the work days immediately preceding and succeeding the holiday, unless: the employee is off work for an approved vacation; or, the employee is off work due to an illness supported by a written statement from the employee's physician; or, the employee is off work due to the death of an immediate family member.

ARTICLE 13

JURY DUTY

An employee required to serve on a jury before a court empowered by law to require such service shall be excused from duty without loss of pay or sick leave for the time required for such service, provided, however,

- A. Such leave shall not exceed sixty (60) days each contract year.
- B. Whenever possible, an advanced notice of such leave is given to the appropriate supervisor not less than forty-eight (48) hours prior to the commencement of such leave.
- C. Voluntary jurors shall not be covered by the no loss of pay or sick leave provisions contained herein.
- D. Employees are expected to be at work during their normal duty hours if they have been excused from serving as a juror on any given day.

ARTICLE 14

CALAMITY DAYS

In accordance with the provisions of Section 3319.081 (G) of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the Superintendent due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. A public calamity does not include any school or building closing necessitated by, but not limited to, the following examples: (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the Board to work and working at the time that school or building in which they are employed is closed by order of the Superintendent, due to an epidemic or other public calamity as described above, shall be compensated at their regular rate of pay for hours actually worked and also receive calamity pay. Those employees required to work and working on public calamity days in excess of the five (5) days cited herein, shall be paid at their normal hourly rate of pay only for such hours worked. It is understood that the Board shall have the right to determine whether or not an employee or employees shall be required to work during such emergency in such building. Except as expressly and specifically provided otherwise, nothing in this Article shall be construed as requiring payment in excess of an employee's regular wage rate or salary for any time worked while the school in which the employee is employed is officially closed due to a public calamity.

ARTICLE 15

PERSONAL/EMERGENCY LEAVE

A. A total of three (3) days of personal/emergency leave per contract year shall be granted to each full-time classified employee. None of such days can be taken the day before or the day after a holiday or a school break (such as spring break or winter break) nor during the last two (2) student days of the school year; provided, however, that the Superintendent, in his/her sole discretion may decide whether or not to waive his restriction. (The Superintendent's decision of whether or not to waive the restriction shall not be made subject of a grievance and shall not be processed as such). Of the total three (3) days described above, the first two (2) days used by the employee during a school year shall be granted without the employee being required to specify a reason for the request. The request for leave shall be submitted to the Supervisor not less than three (3) work days prior to intended use (unless the 3 days advance notice is expressly waived by the Supervisor). Not more than three (3) employees within the same classification may take such leave on the same day. If three (3) work days' notice is not given, and/or if more than three (3) employees have already requested such leave on the same day, and/or if the employee has already used two (2) days of personal/emergency leave in a contract year, then the employee must provide a reason which meets one or more of the following criteria (the approval or denial of the use of such third day shall not be made subject of a grievance and shall not be processed as such). In case of conflict, requests will be honored on a first come, first-serve basis. Exception to this three (3) member limitation may be made at the discretion of the Superintendent.

1. Business appointments which can only be scheduled during working hours (state type);
2. Required court appearances as a litigant or witness;
3. Religious holiday;
4. Funeral of a relative not included in the sick leave policy or of a close friend;
5. A father or prospective father immediately before, at or following the birth of a child;
6. Urgent family obligations over which the employee has no direct control, i.e. adoptions, high school and/or college graduations, weddings of a member of the family or close friend, registration for courses, or attendance at ceremonies where a member of the immediate family is receiving an award of major significance; and/or
7. Emergencies, natural or personal, for the employee (state type).

B. The following provisions apply to all leaves under this article.

Requests for personal/emergency leave shall be made on the appropriate form to the employee's Supervisor who shall record the time and date received.

If a leave request has been submitted to the Supervisor not less than seven (7) days prior to the intended use and the employee does not hear to the contrary at the beginning of one (1) work day prior to the day requested of the leave, then the request will be deemed granted.

The Superintendent shall make the final determination of any request for personal/emergency leave.

C. Personal Leave Form (See attached).

D. The Superintendent shall have the authority and discretion to approve the requests of an employee for non-paid absences. Approval of such requests shall be in the sole and absolute discretion of

the Superintendent, after considering the reason for the request and the needs of the students and school district. Provided however, that requests for such absences shall not be approved if the Superintendent believes that the reason for the requested absence is or may be in any way related to an employee seeking other employment or working for any other employer (including but not limited to working for oneself). Provided further however, that the decision of the Superintendent shall not be subject to any grievance.

ARTICLE 16

SICK LEAVE

A. It shall be the policy of the Tri-County North Local School District Board of Education to grant sick leave to its employees. The following rules and regulations shall apply:

1. Eligibility

a. All employees shall be entitled to sick leave with the exceptions noted.

2. Sick Leave Days

a. Each contracted employee* shall be granted sick leave at the rate of one and one-quarter (1 ¼) days per month, fifteen (15) maximum per year.

*Persons employed after July 1, 1992 shall be granted sick leave as follows:

Divide the number of contracted days by 22, then multiply the result by 1.25, then round the figure to the next higher full day.

b. Unused sick leave for classified employees may be accumulated up to a maximum of 280 days.

c. Employees new to the District may transfer accumulated sick leave from their last Ohio public agency in an amount not to exceed the total allowed by the Tri-County North Local School District, provided that the employee has not received a "pay-out" for the days. Further, such days shall be calculated based on the number of regular hours per day worked at the previous public employer, converted to days using the number of hours to be worked in the position at Tri-County North Local School District. Transfer requests must be made on the forms provided by the Treasurer.

d. Employees new to the District, and who have not had the opportunity to accumulate or transfer sick leave, shall have available five (5) days of sick leave in advance. Additional days will be cumulative beginning with the fifth month of employment. Should such an employee leave before completing four (4) months, the amount of advancement not earned shall be deducted from the final pay settlement.

e. Employees who transfer to another position within the District will have their accumulated sick leave calculated on the number of regular hours per day worked at the previous position, converted to days using the number of hours to be worked in the new position at Tri-County North Local School District.

3. Use of Sick Leave

- (a) Personal illness-An employee may be absent without loss of pay not to exceed the total number of accumulated days for personal illness. In case of an illness that exceeds five (5) consecutive work days, a statement from a physician may be required, certifying that the employee is able to return to work and is physically/emotionally capable of performing the responsibilities of the position.
- (b) Illness in the immediate family – to a maximum of forty (40) days per year. Additional days of unused and accumulated sick leave may be granted at the discretion of the superintendent.
 - (i) An employee may be absent without loss of pay for an illness of a member of the immediate family where the nature of the illness is such or the circumstances dictate that the employee is clearly needed by the ailing member of the family.
 - (ii) Sick leave shall be used in the event any member of the employee’s household has a contagious disease which could be communicated to others.
- (c) Pregnancy – Sick leave may be taken for incapacitation due to pregnancy and incapacitation subsequent to the birth of the child.
 - (i) The use of sick leave during this time shall be limited to that time when the employee is not able to effectively perform the task expected.
 - (ii) It is suggested that the reasonable use of sick leave would be that period beginning two (2) weeks prior to and until (4) weeks after delivery. Any use of sick leave before or beyond that period shall be by written verification of a physician indicating that the employee is unable to function as required by the contracted position.
 - (iii) An employee shall not be granted sick leave once maternity leave has been requested and approved.

B. Immediate Family

For the purpose of this Section, and personal leave, the immediate family shall be defined as: parent, brother, sister, spouse, child, parent-in-law, or member of the family who stands in the same relationship as the aforementioned.

C. Deaths

- 1. Employees shall be granted three (3) days (within five (5) calendar days), for death of members in immediate family. Additional day(s) may be allowed at the discretion of the Superintendent.
- 2. One (1) work day shall be allowed for the deaths of grandparents, nieces and nephews, aunts and uncles, or sisters or brothers-in-law. Additional day(s) may be allowed at the discretion of the Superintendent.

2. A maximum of one (1) work day shall be allowed for an employee to act as a pallbearer.

D. Miscellaneous

1. Sick leave forms

- (a) Completion of the Sick Leave Form must be completed by the employee upon return to work.
- (b) Failure to submit the Form shall result in a deduction for the time absent from work.
- (c) Forms are available at each school and upon completion shall be returned to the principal who will submit them to the Treasurer.

2. In the event of an absence of five (5) or more consecutive days for illness, or frequent absences for illness, the employee may be required to furnish verification by a physician that the employee is/was unable to work.

3. Personal leave time shall not be used as a substitute for sick leave.

4. Evidence showing the continued abuse of sick leave privileges shall be considered as just cause for dismissal or Non-Renewals of contract.

5. Partial days may be requested.

6. When, due to illness or any other reason, an employee is not able to report for work at his/her scheduled report time, such employee shall call his/her immediate supervisor and report such absence as soon as possible and, in any event, not less than one (1) hour prior to the scheduled report time.

E. Sick Leave Bonus

- 0 days used.....Three (3) regular day's pay.
- 1 days used.....Two (2) regular day's pay.
- 2 days used.....One (1) regular day's pay.

For purposes of the Sick Leave Bonus, employee accounts will not be deducted for attendance at funerals allowed under Sub-section C(1) and C(2) of this Article, but the time will be charged against sick leave.

Such "bonus", if earned, will be received at the end of the employee's contracted work year.

ARTICLE 17

LEAVE OF ABSENCE

- A. Upon approval of the Superintendent and the Board, an employee may be granted leave of absence without pay for reasons listed below. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract. Leave shall be for up to one (1) year, with the exact amount of leave coordinated with FMLA leave under Article 17B., such that the amount of leave granted under Article 17A., shall be equal to the difference between 52 weeks and the number of weeks of FMLA leave the employee has taken (or will take) during the twelve-month period described in Article 17B. An additional year of leave under Article 17A., may be granted upon proper application and subject to the approval of the Superintendent and the Board.

Request for such leave shall be submitted to the Superintendent in writing at least thirty (30) days prior to the first day of the expected leave. An extension, if requested, shall be requested in writing to the Superintendent at least thirty (30) calendar days prior to the termination of the initial leave.

Leaves of absence shall not be granted beyond the life of the employee's current contract.

Prior to June 1, employees on leave of absence are required to submit, in writing, their intentions for returning to work. Failure to do so may result in termination of contract at the June Board meeting. The Superintendent shall notify the employee of this provision prior to May 1. Such notice shall be by certified mail.

All Board contributions toward fringe benefits shall cease during the period of the granted leave, except as provided in Article 17B.

An employee returning from leave shall be placed in the same position from which leave was granted, or in another position for which the employee is fully qualified.

If, at the end of the maximum period of leave, the employee does not return to work or has not qualified for disability under SERS, the contract will be terminated.

Employees wishing to continue their participation in district group insurance programs shall state such intentions with their request for leave of absence. An employee may continue to participate in district group insurance programs providing he/she is willing to assume the premium cost of such coverage, except as otherwise provided in Article 17B. Such payments shall be made, in advance, by the manner prescribed by the Treasurer's office.

REASONS FOR LEAVE:

1. An employee under contract may be granted by the Board of Education a leave of absence of not more than two (2) years as per Ohio Revised Code 3319.13.

Personal Illness: Request must be accompanied by a statement from the attending Physician which states the nature of the illness and recommendation for such leave, and shall be granted in accordance with Ohio Revised Code 3319.13. An employee returning from leave of absence for the reason of illness, maternity, or disability shall present verification by the employee's physicians of ability to return to work.

2. Assault Leave under Article 26.
3. An employee under contract shall be entitled to a leave of absence without pay for the care of a newborn or adopted child. The right to child care leave expires at the end of the month period beginning on the date of the birth or placement for adoption.

4. The Board of Education may grant a leave of absence without the request of the employee in accordance with Ohio Revised Code 3319.13 and 3319.081(C).
- B. The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended (“FMLA”), and in accordance with the following provisions:
1. For purposes of determining the “12-month period” in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a “rolling” 12 month period measured backward from the date an employee uses any FMLA leave.
 2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave of absence. Such an employee may continue to participate in the Board’s group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.
 3. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her job duties may not return to work without furnishing a certification from the employee’s health care provider that the employee is able to resume work. Upon request by the administration, and at the Board’s expense, an employee shall present himself/herself to a physician, who is paid by the Board, for a physical or mental examination. The employee may choose the physician to conduct such independent examination from any physician included in the “network” for the Board’s group insurance plan; provided, however, that the employee may not choose a physician who has previously seen the employee as a patient or who is a member of a medical group that has seen the employee as a patient. If the opinion of the employee’s physician and the opinion of the Board-paid physician differ, the administration may require a third opinion, again at the Board’s expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.
 4. An employee on FMLA leave shall, at not less than fourteen (14) day intervals, report to the Superintendent the employee’s status and intent to return to work.
 5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.
 6. Whenever an employee is required to provide a certificate from a health care provider, the form attached hereto as Appendix D shall be used.
 7. All Sick Leave (Article 16), as well as any other leave, used for a purpose that would qualify for leave under the Family and Medical Leave Act. Of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 17B. All Assault Leave (Article 26) shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 17B.

ARTICLE 18

SEVERANCE

A. The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of a classified employee.

B. Eligibility for Conversation

As used in this Article, any employee covered hereunder who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement and has ten (10) or more years of service in the public school of Ohio;
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio;
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio;
4. Retires from the employment of the Board after the effective date of this Agreement; and
5. Makes application with the Treasurer within ninety (90) days from his/her last payroll date.

C. Conversion Factor

All sick leave accumulated by the employee covered hereunder up to a maximum of eighty five (85) days:

Days shall be paid on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave.

D. Payment

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

ARTICLE 19

INSURANCE

- A. Employees of the Tri-County North Local School District shall be eligible to participate in the Board approved Hospitalization, Major Medical, and Dental Plans with the exceptions noted:
1. Classified employees working less than four (4) hours per day are not eligible.
 2. Substitute employees are not eligible.
- B. The carriers shall be determined by the Board of Education. The plans specifications for health insurance shall not be altered from that of the current levels so long as such plans and coverage's are made available by the then-current insurance carrier. Payments and payroll deductions are authorized for only carriers selected by the Board. If the Board changes carriers, or if it appears that the then-current insurance carrier will no longer offer such plans and/or coverage's, then the Board shall notify the Association at least 30 days prior to the effective date of any change in carriers, plans or coverage's.

The Board shall provide a comprehensive dental insurance plan equivalent to the Anthem Plan in effect as of October 1, 2006 for all members of the bargaining unit who submit the required application. The plan shall be single or family as chosen by the employee or mandated by the issuer.

The Dental Plan benefits are as follows:

After a deductible amount, the plan will pay a percentage of the Reasonable and Customary fees charged by the dentist. These two features provide for a sharing of cost by the dental plan and the insured person.

- C. For the 2006-2007 school year, the Board shall offer employees the current PPO plan. The basic Board contribution for employees working thirty (30) hours or more per week is:

Blue Cross/Blue Shield/Major Medical:

Beginning with the 2007-2008 school year, the Board shall offer both: (i) a Core plan (see plan outline in Appendix E) with HRA (health reimbursement account) with the Board providing funding for each employee's HRA at the rate of \$1000 single and \$2000 family (all dollars remaining in a employee's HRA will be rolled over into the following year until the account has reached the out of pocket maximum of \$2000/Single or \$4000/Family); and (ii) a PPO plan.

Single:

The Board shall pay eighty percent (80%) for single coverage on Hospitalization, Major Medical, and Dental.

Family:

The Board shall pay eighty percent (80%) for family coverage on Hospitalization, Major Medical, and Dental.

- D. For all insurances, employees shall be prorated as follows:

Classified employees working more than four (4) hours but less than six (6) hours per day shall be indexed at a percent equal to their weekly employment hours divided by forty (40) hours.
(Example: bus drivers at 4 hours/day = 20 weekly hours divided by 40 = .50 x 70% = 35.0% of

the Board contribution per month.)

If both husband and wife are employed full time (i.e., regularly working 6 or more hours per day) in the school district and have dependents, they shall be covered under one family policy only, and the Board shall pay one hundred percent (100%) of the cost of the family plan.

If both husband and wife are employed full time (i.e., regularly working 6 or more hours per day) in the school district and do not have dependents, and the total cost of two single plans for such employees is less than the cost of a family plan, they shall be covered under two (2) single policies only, and the Board shall pay one hundred percent (100%) of the cost of the two (2) single plans.

E. Group Term Life Insurance

1. A \$20,000 face value for each employee working four (4) hours or less and \$40,000 face value of each employee working more than four (4) hours shall be provided by the Board at no cost to the employee.
2. Accidental death and dismemberment coverage in an amount equal to that in Section 1. of this Article, shall be provided by the Board at no cost to the employee.

F. Payroll Deductions

1. Employee contributions shall be deducted twice per month as authorized by the enrollment card(s) and payroll deduction authorization.
2. Advance deductions will be made for those persons not receiving checks during months when school is not in session.
3. The amount of the employee contribution is the difference between the contribution by the Board and the rate set annually by the carrier(s) of the Hospitalization, Major Medical, Dental, and Group Life Insurance for each policy in effect in the Tri-County North Local School District and the maximum insurance contribution Section of this Article.

G. Beginning with the 2013-2014 school year:

1. OAPSE shall appoint 3 members to a joint committee to study the issue of health insurance to evaluate TCN's insurance plans and costs with the goal of finding a more economical plan for insurance that will be implemented in the 2014-2015 school year. The work of the committee shall include analyzing premium costs and benefits under TCN's Current health insurance options and compares TCN's insurance options to other employers (school districts, other public employers, and private employers).
2. Any employee not currently taking TCN health insurance (for example, current employees not insured under a TCN plan, and new hires) shall be able to enroll only in the CORE Option Anthem Plan
3. Any employee currently insured under the CORE Option Anthem Plan cannot switch to the High Option Anthem Plan.
4. Beginning with the 2014-2015 school year and for the duration of the contract: "Me too" for health insurance according to whatever agreement is reached on those issues between the Board and the teachers association.

H. Miscellaneous

1. Current employees shall be enrolled once a year during the time specified by the insurer.
2. New employees shall enroll prior to the cut off date after the first day of employment.
3. Cash will not be paid in lieu of any insurance participation.
4. All contracted, classified employees may enroll in Hospitalization, Major Medical and Dental Plan(s) providing their salary covers the entire premium. Any costs above their salary must be paid in advance by September 1. All other contracted, classified employees and contracted substitute bus drivers may enroll in Hospitalization, Major Medical and Dental provided the entire premium is paid in full by September 1 of each year.
5. If and to the extent the State of Ohio, during the term of this contract, establishes a mandatory state health care system/insurance plan for school employees, then the foregoing provision shall cease to be effective.

- I. Any employee currently working four (4) hours or more, who continues to be employed by the Board but is reduced in hours through no fault of their own, will continue to receive the same percentage of insurance that he/she would receive had he/she not been reduced in hours.

ARTICLE 20

SALARY SCHEDULES

A. SALARY NOTICE

Each year, employees will receive a salary notice stating within, the new hourly rate, the step the employee will be paid on, the number of paid holidays, the amount of vacation time, and the number of scheduled working days. Such salary notice shall be provided within thirty (30) days after the conclusion and ratification of the negotiated contract.

B. After Hour Rentals and Salary

Employees working beyond their regularly scheduled responsibilities when buildings are rented out shall receive their hourly rate at one and one-half (1 ½) times the normal rate. The employee shall receive such payment the pay period following the receipt of the payment to the Treasurer.

C. Wage Rates

Beginning with the 2014-2015 school year and for the duration of the contract: "Me too" for wages, according to whatever agreement is reached on those issues between the Board and the teachers association.

Any payroll errors must be paid to employee within the next payroll period.

D. Experience Credit

Experience credit on the salary schedule for new employees will only be granted for related past experience. Experience shall be verified and shared with the president of OAPSE #765.

E. All second (2nd) shift employees shall receive paychecks after 6 p.m. on the Thursday prior to payday, unless such employee works the day shift on pay day.

F. Advancement on the salary schedule. In order to be advanced to the next Step on the salary schedule for the next succeeding contract year, an employee must work not less than one hundred twenty (120) days in the current contract year.

G. The Board shall install and implement the use of time clocks and time cards which shall be the basis for employee pay for all job classifications.

H. Effective with the 2007-2008 school year, all current employees who volunteer and all new employees will have electronic transfer of their payroll check to their financial institution. Verification of deposit and pertinent information will be sent in school mail or email, at employee's option.

I Spread Pay

All Current employees who used to be on spread pay can go on "spread pay" for the 2013-2014 school year. Any employee who does not choose to return to "spread pay" for the 2013-2014 school year will not be able to do so later. All other current employees will remain on the current pay schedule that pays them as they work (every 2 weeks).

All new hires will be paid on a pay schedule that pays them as they work (every 2 weeks).

All employees on "spread pay" shall be paid in 26 pays for the 2013-2014 school year. Beginning

with the 2014 school year, “spread pay” shall be a 24-pay schedule (not 26), assuming all other employees (non-classified) also go to the 24-pay schedule.

ARTICLE 21

TRANSPORTATION

A. Routes

Route packages will be established by the Transportation Supervisor and may be modified and/or changed as the needs of the District dictates. Annually, a driver may successfully apply for a route that has opened. The position shall be awarded on the basis of continuous classification seniority.

When a route opens during the school year, such fact will be posted and any interested driver may apply for the route. The position shall be awarded on the basis of continuous classification seniority.

However, only once in any school year may a driver be awarded a change.

At the beginning of and throughout each school year, each bus driver shall prepare and maintain route description(s) for the bus route(s) to which he/she is assigned. Each bus driver shall be paid a stipend equal to eight (8) hours of pay as compensation for the preparation and maintenance of said route description(s); four (4) hours of such pay shall be paid with the next pay period after the route description has been approved by the transportation supervisor, and four (4) hours shall be paid with the next pay period after school closes.

B. Field Trips

1. Regular drivers shall be eligible to take week-day field trips when the departure time occurs at least fifteen (15) minutes after the last Board-approved drop-off time.

Week day field trips will be rotated among all requesting regular drivers as long as no conflict with regularly assigned runs occur.

In the event the District goes through the rotation list without a driver volunteering to take the field trip, and has been unable to obtain a sub to take the field trip, then the District may direct and require a driver to take the trip by using the rotation list in reverse.

2. In the event that the combination of regular time and field trip time would result in a work week of more than forty (40) hours, the procedure of assigning field trips on a rotating basis shall be suspended, and the trip would be assigned to the next person on the rotation list who would be able to accept the scheduled field trip without exceeding forty (40) hours in that work week.
3. The regular work week begins Saturday Morning and concludes Friday Evening.
4. Drivers are ineligible for field trips on any day(s) that he/she is not working. When they return to work, they are again placed in rotation for field trips. A driver who is absent and does not drive on Friday afternoon shall not drive any field trips on the following Saturday or Sunday.
5. When on a field trip, the driver shall use his/her bus. The substitute driver shall use the substitute bus for the regular route.
6. Field trips will be posted ten (10) days prior to the scheduled trip whenever possible and upon request the field trip papers will be made available.

7. Drivers will be paid for all time worked. Drivers must turn in their field trip ticket within three (3) days of completing the trip. Failure to turn in the field trip ticket within three (3) work days may result in a delay in payment for the trip and may also subject the driver to loss of one (1) rotation on the field trip list.
8. Trip cards shall be given numbers and the numbers shall be put on check stub.
9. All eligible drivers are to be present when any (meaning one trip or a hundred at a time) bus trips are given out. Trips (other than athletic trips) shall be listed in the order in which they are received by the Transportation Department and, if received on the same day, then according to the date and time the trips are to run. All bus trips shall have a copy of the original trip request posted at the time trips are being given out, for reference.
10. Any re-assigned field trips shall be rotated among all eligible regular drivers as long as no conflict with regularly assigned runs occur. In the event that the combination of regular time and field trip time would result in a work week of more than (40) hours, the procedure of assigning field trips on the rotating basis shall be suspended, and the trip would be assigned to the next person on the rotation list who would be able to accept the scheduled field trip without exceeding forty (40) hours in that work week. Emergency re-assigned trips (defined as those that the transportation department has less than three (3) hours to fill) will be filled with the first available driver and not through rotation. Once a field trip has been assigned: (a) there will be no trading of trips; and (b) trips shall not be "turned back in" except due to illness or emergency circumstances. Field trips will not be assigned more than thirty (30) days before the departure date.

C. Emergency Situations

When a driver is required to assist another driver due to mechanical failure, or to make an extra run in an emergency, any additional hours shall be reported over and above the regularly scheduled hours, for reimbursement at the hourly rate of pay.

D. Advanced Driver's Course

Drivers who have completed the advance Driver's Course and/or complete the requirements for the Red Cross First Aid Certificate shall receive an additional ten (10) cents per hour.

E. Bus trainer(s) shall be paid his/her regular hourly rate for all authorized hours worked.

ARTICLE 22

MISCELLANEOUS

- A. Employees covered hereunder shall be given free admission to school events on the same basis as provided to teachers.
- B. Head cooks are to receive a financial report of the status of the Tri-County North cafeterias monthly, and the State of Ohio Monthly report as it is received.
- C. Each unit member shall receive a copy of the job description for his/her position.
- D. The president of OAPSE Chapter #765 will be provided with a copy of each job description for positions in the bargaining unit.

Further, prior to any change in any such bargaining unit job description, the Superintendent, or his designee, shall consult with the OAPSE President.

- E. Bargaining unit employees will be given first choice over substitutes when work is available if the work does not interfere with their regular jobs. The rate of pay shall be at the rate of the position being worked. Employees cannot work as a substitute on days that he/she did not work his/her regular assignment. In no case shall accumulated hours accumulate to more than forty (40) hours in any work week.
- F. The Board will provide uniforms, through a uniform service company, for 12-month employees in the classifications of Mechanic/Maintenance and Custodian. The Administration shall select the uniform service company and the design/style of the uniforms; the Association shall appoint a representative to provide input in the selection of uniforms. A 12-month employee must wear the selected uniform if such employee is assigned to a classification for which uniforms are provided pursuant to this paragraph.
- G. All classified employees shall be paid for time spent in undergoing the random drug testing, post accident drug testing, and suspicion testing that is required by Board policy.
- H. School Calendar
 - 1. The Superintendent shall seek input into succeeding year's calendars by providing the OAPSE President with "draft calendars" prior to the Board's meeting in which the calendar will be discussed and with sufficient time to allow the association time to gather input.
 - 2. The OAPSE President shall present the association's input in writing to the Superintendent prior to the Board meeting at which the "draft calendars" shall be discussed.
 - 3. The Board shall adopt a school calendar prior to the last day of the school year.
 - 4. Any changes made during the school year of the school calendar will be made with mutual agreement with OAPSE. If mutual agreement is not reached, the position of the Board shall prevail.

ARTICLE 23

NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there will be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage the publicity denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.
- C. In the event the Association or other employee organization engages in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

ARTICLE 24

OVERTIME

One and one-half (1 ½) times the employee's regular straight time shall be paid for all assigned and pre-approved hours worked in excess of forty (40) hours in one week. Such overtime provision shall not be of effect for time paid under the provisions of Article 20B.

ARTICLE 25

SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employees Retirement System increased thereby.

- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation, including supplemental earnings thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance, including unemployment and Workmen's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such salary reduction shall not result in any earnings which may be less than any earnings required under the State Law. Should the reduction calculation result in a salary that is less than any minimum required under State Law, a pro-rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State Law.
- E. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick up in combination with other tax deferred compensation plans.

ARTICLE 26

ASSAULT LEAVE

The Board shall provide assault leave for classified employees who are absent due to any physical disability caused by an assault which occurs during the course of Board employment for a period recommended and approved by the Board. Such leave shall not cause any loss in pay, nor be charged against sick leave accumulated by the employee.

Medical verification shall be provided for assault leave which extends beyond five (5) days. The Board may require medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.

Employees who use assault leave shall complete the assault leave as soon as possible. All cases of assault are to be investigated as thoroughly as possible. The employee(s) shall cooperate fully with administration and law enforcement officers in the apprehension and prosecution of persons charged with assault.

In the event that the injury qualifies the employee for compensation under the provisions of the Workmen's Compensation Law, the Board will pay the difference between the individual's daily salary and the amount paid by Workmen's Compensation.

ARTICLE 27
PERSONNEL FILES

A. FILE LOCATION

A personnel file for each employee shall be maintained in the Office of the Superintendent. This shall be considered a confidential file and the official file of recorded information maintained by the Board.

B. ACCESS TO FILES

Appropriate school personnel authorized to have access to personnel files are the Treasurer, Administrative and supervisory persons, State Department of Education, and Local Board of Education personnel responsible for determining proper maintenance of such records, authorized law enforcement officials, and/or individuals with a court order to release such records.

Individual employees shall have access to their personal file upon request and appointment. Such access shall be in the presence of an administrator (or designee), and shall not include any information placed in the file as part of the information gathered prior to the employee's employment. Requests from staff members to have access to their personal files shall be handled by the Superintendent or the Treasurer of the Board.

C. FILE CONTENT

Any unit member may file a rebuttal to any information available through Section B, above.

D. REMOVAL OF MATERIAL IN FILE

All materials placed in the personnel file of the employee shall include the following:

- i. A dated stamp of the date the item was placed in the file.
- ii. Initials of the employee whose file entry is being made and the initials of the administrator placing information in the file.
- iii. No anonymous material shall be placed in an employee's personnel file.

Statements or comments on any entry stated above may be attached to the personnel file.

After five (5) years, if no subsequent entries of the same or similar nature have occurred, the material will be removed from the file.

Information in the personnel file may be removed upon the mutual agreement of the employee and the Superintendent of the Schools.

E. ANONYMOUS LETTERS

1. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.
2. An employee shall be notified whenever any statement which is critical of the employee is made a part of any official record of the school district.

F. COPIES OF MATERIALS

The employee shall have the right to have one (1) copy made of any information in the file (subject to the restrictions state above), at his/her expense, within three (3) days. Personal per copy charges shall be uniform for all employees at five cents (\$0.05) per copy.

ARTICLE 28

VOLUNTARY SICK LEAVE BANK

The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted- and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:

1. VOLUNTARY SICK BANK COMMITTEE

- a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Tri-County North Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as these rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - (1) Superintendent of Schools of the Tri-County North Local School District or his/her designee.
 - (2) President of the O.A.P.S.E. Local #765 or his/her designee.
 - (3) One Tri-County North Local School District administrator. This member is to be appointed by the Superintendent of Schools.
 - (4) Two bargaining unit members. These members are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary and secondary levels.
- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The OAPSE President will designate the chairperson prior to the first meeting of the SBC.
- d. The SBC will be responsible for developing the forms needed to operate the Bank.

2. EFFECTIVE DATE

- a. The effective date of the Bank will be the first contract day of the current school year. Enrollment in the Bank by bargaining unit members will begin September 1 and end on September 30 of the current school year, or only during the first four (4) weeks following the first day of employment.

- b. The Bank will become operational only after 40% or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in Rule 4-c.

3. MEMBERSHIP

- a. The Bank shall be established for all bargaining unit members of the Tri-County North Local School District who indicate their desire to participate by contributing the individually required number of days as indicated in Rule 4-c.

4. GUIDELINES

- a. The Bank may be used only by the individual contributor for his or her personal illness.
- b. Days from the Bank may be used only for those work days that the individual contributor is employed under a regular classified Contract.
- c. Any person desiring to participate in the Bank will initially donate one (1) day of sick leave to the Bank. Additional days will be requested by the SBC as required by Rule 4-d.
- d. If the number of days in the Bank falls below fifteen (15) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his accumulated personal illness leave to the Bank. If a member has used all his personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.
- e. All days, once donated to the Bank, become the property of the Bank.
- f. The maximum dollar expenditure during each school year is \$3000.00. The maximum dollar expenditure during the period January 1 through June 30 or July 1 through December 31 is \$1500.00. If these amounts are reached at any time during these periods, the Bank will cease to operate for the remainder of the period.
- g. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.
- h. Any person submitting a request to use the Bank must have his proper contribution and met all eligibility requirements. If a person is physically unable to submit the Form, the Forms may be submitted by a proxy.

- i. A person will not be able to withdraw days from the Bank until his own accumulated personal illness leave is depleted.
- j. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)
- k. Periodic reviews by the SBC of all Bank use will be made. No use may extend more than ten (10) working days without approval of the SBC.
- l. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law.
- m. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days. After the ten (10) day review, the SBC reserves the right to change the percentage rate of payment.
- n. The SBC will review and present to the Tri-County North Local School District Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the Committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The committee will also make its decision known to the applicant within this ten (10) day period.

5. APPEAL BOARD

- a. An Appeal Board will be established composed of the following six (6) persons:
 - (1) The Superintendent of the Tri-County North Local School District or his/her designee.
 - (2) The OAPSE President or his/her designee.
 - (3) Four (4) members will be appointed—two (2) each by the Superintendent of Schools and the OAPSE President.
 - (4) No appointed member of the SBC may at the same time be a member of the Appeal Board.
- b. The OAPSE President or his/her designee will act as chairperson of the Appeal Board.
- c. If a request for use of personal illness leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will be automatically support the SBC decision. All decisions of the Appeal Board are final and binding.
- d. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.
- e. The Voluntary Sick Leave Bank is excluded from the Grievance Procedure.

6. MEMBERS AGREEMENT

- a. A member shall be required to furnish a medical report from a licensed physician at anytime before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.
- b. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the case of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Tri-County North Local School District, The District's Board of Education, The O.A.P.S.E. Local #765, the Sick Bank Committee, the Appeal Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- c. When an employee donates days to the Bank, he agrees to the above stated Rules for administration of the Bank and agrees to abide by the stated Rules.

7. ANNUAL REPORT

- a. An annual report of the Bank will be published on or before July 1 for each year the Bank is in operation. This report will be published by the O.A.P.S.E. Local #765 and approved by the Superintendent of Schools of the Tri-County North Local School District prior to publication. The report shall include a statement of the number of days contributed to the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

ARTICLE 29

GENERAL PROVISIONS

A. Entire Agreement

This Contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between the parties. Any amendment of agreement supplemental hereto shall not be binding upon either party unless excluded in writing by the party hereto.

B. Severability

If any Article or Section of this Contract or of any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

C. Waiver

The parties acknowledge that during the bargaining which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore the school employer and the exclusive representative, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Contract and with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Contract, unless that subject is listed in the "reopener" provisions listed in Article 29 of this Agreement.

D. When a reference is made to employees in this contract, it includes male and female employees.

E. A "day" shall be defined as a business day that the district office is open, unless specifically stated otherwise.

ARTICLE 30

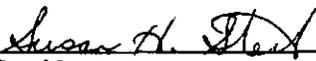
TERM AND REOPENER

This Agreement shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2016 with all items having been negotiated for that period. Either party may give written notice of intention to terminate or intent to negotiate a successor to this agreement not more than one hundred twenty (120) days, and not less than ninety (90) days, prior to the expiration date of June 30, 2016.

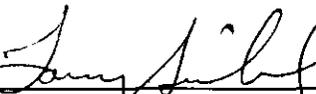
IN WITNESS THEREOF, the parties hereto have set their hand this 15th day of July, 2013)

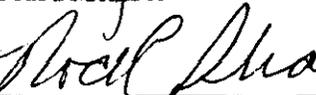
FOR:

TRI-COUNTY NORTH LOCAL
BOARD OF EDUCATION

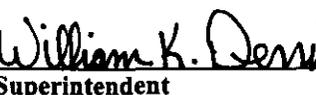
By: 
President

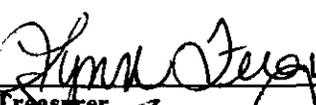
By: 
Vice-President

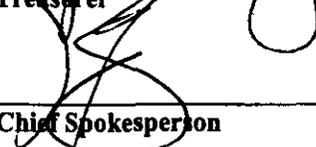
By: 
Board Member

By: 
Board Member

By: 
Board Member

By: 
Superintendent

By: 
Treasurer

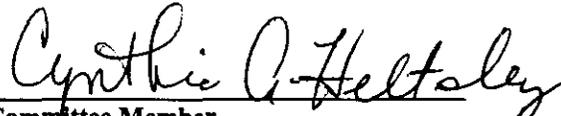
By: 
Chief Spokesperson

FOR:

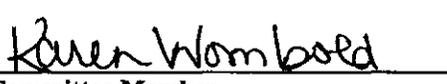
OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES


President


Committee Member

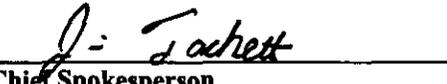

Committee Member


Committee Member


Committee Member

Committee Member

Committee Member


Chief Spokesperson

**APPENDIX A-1
HOURLY SALARY SCHEDULE
COOKS**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 11.42
1	\$ 11.54
2	\$ 11.67
3	\$ 11.78
4	\$ 11.92
5	\$ 12.04
6	\$ 12.18
7	\$ 12.28
8	\$ 12.42
9	\$ 12.56
10	\$ 12.70
11	\$ 12.79
12	\$ 12.99
13	\$ 13.11
15	\$ 13.29
17	\$ 13.43
20	\$ 13.90
25	\$ 14.72

HEAD COOK....\$2.00 PER HOUR

ASSISTANT HEAD COOK....\$0.50 PER HOUR

**SUBS. HEAD COOK....\$5.00 PER DAY WHEN BOTH THE HEAD COOK AND ASSISTANT
HEAD COOK ARE ABSENT**

**PERSONNEL WHO COMPLETE AN APPROVED ACCREDITED COURSE IN SAID FIELD
AND BECOMES CERTIFIED....\$0.05 PER HOUR**

**APPENDIX A-2
HOURLY SALARY SCHEDULE
MAINTENANCE TECHNICIAN**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 14.82
1	\$ 15.18
2	\$ 15.55
3	\$ 16.00
4	\$ 16.18
5	\$ 16.89
6	\$ 17.24
7	\$ 17.52
8	\$ 17.89
9	\$ 18.16
10	\$ 18.90
11	\$ 19.26
12	\$ 19.42
13	\$ 19.57
15	\$ 19.74
20	\$ 20.98
25	\$ 21.75

**APPENDIX A-3
HOURLY SALARY SCHEDULE
BUS DRIVERS**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 16.08
1	\$ 16.26
4	\$ 16.87
8	\$ 16.97
15	\$ 17.03
20	\$ 17.27
25	\$ 18.05

FIELD TRIP RATES

SUN.-SAT. (Including Holidays)	\$11.72 PER HOUR
MINIMUM:	\$35.14 PER TRIP

**APPENDIX A-4
HOURLY SALARY SCHEDULE
CUSTODIANS**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 13.84
1	\$ 13.96
2	\$ 14.15
3	\$ 14.36
4	\$ 14.55
5	\$ 14.76
6	\$ 14.89
7	\$ 15.10
8	\$ 15.24
9	\$ 15.48
10	\$ 15.64
11	\$ 15.82
12	\$ 16.05
13	\$ 16.19
15	\$ 16.35
17	\$ 16.51
21	\$ 17.00
25	\$ 17.79

NIGHT SHIFT DIFFERENTIAL \$0.05 PER HOUR

**APPENDIX A-5
HOURLY SALARY SCHEDULE
SECRETARIES**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 13.32
1	\$ 13.47
2	\$ 13.55
3	\$ 13.75
4	\$ 13.83
5	\$ 13.97
6	\$ 14.06
7	\$ 14.18
8	\$ 14.35
9	\$ 14.43
10	\$ 14.58
11	\$ 14.66
12	\$ 14.83
13	\$ 14.92
15	\$ 15.08
17	\$ 15.24
20	\$ 15.72
25	\$ 16.42

**APPENDIX A-6
HOURLY SALARY SCHEDULE
PARA PROFESSIONALS**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 10.34
1	\$11.13
3	\$11.81
6	\$11.81
8	\$11.98
10	\$11.98
13	\$12.12
15	\$12.12
18	\$12.42
20	\$12.71
25	\$13.46

**APPENDIX A-7
SALARY SCHEDULE
PARA-PROFESSIONAL/INTERPRETER**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$18.09
1	\$18.45
2	\$18.81
3	\$19.17
4	\$19.53
5	\$19.92
6	\$20.27
7	\$20.63
8	\$21.00
9	\$21.36
10	\$21.73

**APPENDIX A-8
HOURLY SALARY SCHEDULE
BUS MECHANIC/MAINTENANCE**

<u>YEARS</u> <u>EXP.</u>	<u>EFF.</u> <u>7/1/2013</u>
0	\$ 14.30
1	\$ 14.36
2	\$ 14.74
3	\$ 15.16
4	\$ 15.30
5	\$ 15.67
6	\$ 15.96
7	\$ 16.25
8	\$ 16.61
9	\$ 16.89
10	\$ 17.24
11	\$ 17.57
12	\$ 17.96
13	\$ 18.37
15	\$ 19.16
17	\$ 19.96
20	\$ 20.42
25	\$ 21.18

**APPENDIX A-9
HOURLY SALARY SCHEDULE
TECHNOLOGY TECHNICIAN ASSISTANT**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$ 14.82
1	\$ 15.18
2	\$ 15.55
3	\$ 16.00
4	\$ 16.18
5	\$ 16.89
6	\$ 17.24
7	\$ 17.52
8	\$ 17.89
9	\$ 18.16
10	\$ 18.90
11	\$ 19.26
12	\$ 19.42
13	\$ 19.57
15	\$ 19.74
20	\$ 20.98
25	\$ 21.75

**APPENDIX A-10
SALARY SCHEDULE
PARA-PROFESSIONAL/LIBRARIAN**

<u>YEARS EXP.</u>	<u>EFF. 7/1/2013</u>
0	\$15.08
1	\$15.39
2	\$15.69
3	\$15.99
4	\$16.30
5	\$16.60
6	\$16.92
7	\$17.21
8	\$17.51
9	\$17.82
10	\$18.12

APPENDIX "C"
GRIEVANCE REPORT FORM

Grievance #

Tri-County North Local School District

Distribution:

- 1. Superintendent**
- 2. Supervisor**
- 3. Association**
- 4. Grievant(s)**

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant(s)	Date Filed
-----------------	-------------------	----------------------------	-------------------

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

3. State Specific Section(s) of Contract Allegedly Violated:

Date _____

Signature _____

C. Disposition by Supervisor:

Date _____ Signature _____

D. Position of Grievant and/or Association:

Date _____ Signature _____

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition by Superintendent or Designee:

Date _____ Signature _____

C. Position of Grievant and/or Association:

Date _____ Signature _____

STEP III

A. Date Submitted to Arbitrator: _____

B. Disposition and Award of Arbitrator: _____

Note: If additional space is needed, attach additional sheet(s).

APPENDIX "D"
CERTIFICATION OF HEALTH CARE PROVIDER FORM
(Family and Medical Leave Act of 1993)

1. Employee's Name	2. Patient's Name (if different from employee)
---------------------------	---

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None of the above _____

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity² if different):

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?

If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated² and the likely duration and frequency of episodes of incapacity².

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity", for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

- 6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.**

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:**

- c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):**

-
- 7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?**

- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?**

If yes, please list the essential functions the employee is unable to perform:

- c. If neither a nor b applies, is it necessary for the employee to be absent from work for treatment?**

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature

Date

**APPENDIX E
ANTHEM BLUE CROSS/BLUE SHIELD**

**TRI-COUNTY NORTH LOCAL SCHOOLS
SAMPLE ILLUSTRATION**

Current High Option PPO

		ANTHEM BLUE CROSS/BLUE SHIELD	
		Network	Non Network
DEDUCTIBLE		Single - none Family - none Most Services	Single - \$200 Family - \$400 All Eligible Covered Services
CO-INSURANCE		100/0% Most Services	80/20% All Eligible Covered Services
ANNUAL OUT-OF-POCKET MAXIMUM		Single - \$500 Family - \$1,000 All Eligible Covered Services	Single - \$1,000 Family - \$2,000 All Eligible Covered Services
		Office Visit - \$10 co-payment ER: \$50 co-pay UC: \$35 co-pay Rx Drug Card - 30 day supply \$8 generic - Formulary \$15 brand - Formulary \$25 brand - Non Formulary Mail Order Drug - 90 day supply \$16 generic - Formulary \$30 brand - Formulary \$50 brand - Non Formulary	Office Visit - subject to ded and co-ins. ER: \$50 co-pay UC: \$35 co-pay Retail Rx - 30 day supply 50% (\$30 minimum) Mail Order Drug Must Utilize Network Benefits

Core Plan - High Deductible Health Plan

		ANTHEM BLUE CROSS/BLUE SHIELD	
		Network	Non Network
		Single - \$1,000 Family - \$2,000 All Eligible Covered Services	Single - \$3,000 Family - \$6,000 All Eligible Covered Services
		80/20% All Eligible Covered Services	60/40% All Eligible Covered Services
		Single - \$2,000 Family - \$4,000 All Eligible Covered Services	Single - \$6,000 Family - \$12,000 All Eligible Covered Services
		Office Visit - \$20 co-payment ER: \$100 co-pay UC: \$50 co-pay Rx Drug Card - 30 day supply \$12 generic - Formulary \$24 brand - Formulary 50% - Non-Formulary (minimum \$40 maximum \$80) Mail Order Drug - 90 day supply \$24 generic - Formulary \$48 brand - Formulary \$80 brand - Non Formulary	Office Visit - subject to ded and co-ins. ER and UC - subject to ded and co-ins. Retail Rx - 30 day supply 50% (\$40 minimum) Mail Order Drug Must Utilize Network Benefits

ACTION PLAN

Board will pay when employees attend in-service that is required by the Board; on 1st work day, all cooks will be paid and provided cash register training.