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NEGOTIATED AGREEMENT

BETWEEN THE

**NEWBURY EDUCATION ASSOCIATION
(School Support Personnel)**

AND THE

**NEWBURY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective July 1, 2013 through June 30, 2014

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ARTICLE I — RECOGNITION

- A. The Newbury Local School District Board of Education, hereinafter referred to as the “Board,” recognizes the Newbury Education Association (School Support Personnel), hereinafter referred to as the “NEA,” and its affiliates as the sole and exclusive representative of all non-certificated employees of the Board (hereinafter referred to as “employee(s)” and/or “member(s) of the bargaining unit”) for the purpose of collective bargaining wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement.
- B. The bargaining unit shall not include administrators, supervisors, certified employees, mechanics, or casual employees.
- C. Recognition shall continue for the duration of this Agreement. Representative status of the NEA may only be challenged in accordance with O.R.C. Chapter 4117.

ARTICLE II — NEGOTIATIONS PROCEDURES

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the NEA.
- B. Unless otherwise agreed, ten (10) days prior to the first negotiations session, the Parties agree to exchange complete negotiations packages. The packages shall contain the fully-written proposals for a successor contract.
- C. Thereafter, no later than ninety (90) calendar days prior to the expiration of the current Agreement, the Parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the Parties relating to questions of wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of provisions of this Agreement. Any agreement reached shall apply to all members of the bargaining unit. This Agreement shall be reduced to writing, presented to the NEA membership and, if adopted, be presented to the Board for its approval and, if approved, be executed.
- D. Once packages have been exchanged, no new items may be added by either party except through mutual agreement.
- E. During negotiations the Board and the NEA will present relevant data, exchange points of view, and make proposals and counterproposals. All public records will be made available to the NEA upon reasonable request, in writing, during normal business hours.
- F. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No items shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

- G. Every effort shall be made to conclude negotiations within forty-five (45) days from the date of the first negotiating session unless mutually extended. If negotiations have not been concluded by that time, or within forty-five (45) days prior to the expiration date of the Agreement, whichever comes sooner, either party may declare an impasse in negotiations by written notice to that effect personally served upon the chief negotiator for the other side. Thereupon, the Parties shall request the services of a federal mediator. The chief negotiator for the party declaring impasse shall request that the Federal Mediation and Conciliation Service (FMCS) appoint a mediator. Sessions shall be held at mutually convenient times and at a neutral site. If no Federal Mediator is available in a timely fashion, the Parties shall contact the State Employment Relations Board (SERB), who shall appoint a mediator. Two (2) full day sessions shall be held during which time the mediator shall attempt to mediate a settlement which is acceptable to both Parties. Any costs of the Mediator's services shall be shared equally by the Parties.
- H. If, in order to complete this procedure, the time period extends beyond the concluding date of the current contract, that contract shall be automatically extended for a period of five (5) workdays following a settlement agreement, during which time the Board and the NEA shall each hold meetings to act on the settlement agreement. Unless specifically agreed otherwise, the terms and conditions of the successor contract shall be retroactive to the first workday following the expiration date set forth in the former contract.
- I. There shall be no publicity releases except those mutually agreed to by the Parties until after notice of impasse has been served by one party or the other in accordance with the above paragraph. This is not to preclude the NEA from keeping the NEA membership informed and the Board's team from keeping the Board members informed of the progress of negotiations.
- J. Negotiating sessions between the Board and the NEA shall be closed to the press and the public.
- K. Before the Board changes and/or enacts any policies affecting wages, hours, terms and/or other conditions of employment of members of the bargaining unit, the Board will notify the NEA in writing that it is considering such a change(s). The NEA will have the right to negotiate with the Board regarding any such proposed change(s) for a period of ten (10) days, provided that it files a request with the Board within five (5) workdays after receipt of the Board's notice. Nothing in the Board's policies shall conflict with the terms and conditions of this Agreement nor in any way diminish the terms and conditions of this Agreement.
- L. The impasse procedures set forth above constitute the Parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in O.R.C. §4117.14.
- M. The Board and the NEA agree that any or all of the procedures contained in this Article may be amended at any time by written mutual agreement of the Newbury Board of Education and the Newbury Education Association.

ARTICLE III — ABSENCES AND LEAVES

All leave forms shall be found on the Computer Kiosk, with the exception of the Child Rearing Leave Form.

A. Sick Leave

1. Under provisions of O.R.C. §3319.141, all members of the bargaining unit shall be granted sick leave at the rate of one and one-quarter (1¼) days for each month of employment with the maximum possible accumulation of fifteen (15) days per year. The maximum number of days of sick leave which may be accumulated is two hundred fifty (250) days.
2. Any employee who has reached one hundred eighty (180) days or more must choose to be compensated for unused sick leave days, earned at the rate of one and one-quarter (1¼) days per month, in excess thereof per a. or b. below or to accumulate sick leave days up to the two hundred fifty (250) day maximum.
 - a. An annual payment of forty dollars (\$40.00) for each full day or portion thereof up to a maximum of fifteen (15) days, payable on or before August 30th of each year, of earned unused, non-accumulative sick leave days earned during the preceding school year; or
 - b. One (1) unrestricted special leave day, to be used during the following school year, for each five (5) full days of earned, unused, non-accumulative sick leave days earned during the preceding school year provided. Special leave days shall be accumulative to a maximum of five (5). The following conditions shall apply to use of any such special leave:
 - (1) At least five (5) days advance notice must be given by any such employee to his or her principal/supervisor of the intent to use same.
 - (2) No such days may be used during the first five (5) days of either semester or the last five (5) days of the school year.
 - (3) The election to receive payment under a. or b. above must be made in writing and delivered to the Treasurer on or before August 15 of the year of entitlement or if not used during the subsequent year may be cashed in June of that year.
 - c. Election forms in accordance with #2 above shall be provided to eligible employees.

3. Accumulated sick leave may be used for the following reasons:
 - a. Personal illness, and/or exposure to contagious diseases that can be communicated to others.
 - b. Death in the immediate family. The immediate family is construed to mean grandparent, grandchild, husband, wife, child, father, mother, sister, brother, or similar relative by marriage; or death in the household.
 - c. To attend duties resulting from the hospitalization, or by serious illness of the immediate family.
 - d. Pregnancy – A signed statement from the employee's physician, certifying that the employee cannot perform the duties required shall be necessary to determine the beginning date of absence. The employee may use sick leave not to exceed six (6) weeks during the postpartum period.
4. All employees shall submit the provided Sick Leave Form upon returning to work. If medical attention is required, the employee's statement must list the name and address of attending physician and dates of consultation.
5. All regularly scheduled new employees, upon signing a contract for the school year, and all present employees who have exhausted their respective accumulations of sick leave, shall be entitled to an advancement of five (5) days sick leave, with pay, at the beginning of each school year or if needed during the school year. The sick leave days will be advanced to the employee in a block of five (5) days. No more than five (5) days will be advanced to the employee by the Board between July 1, and June 30 of each school year. Any of the five days not used by the employee by June 30, shall be paid back to the school District. If the employee has not earned enough sick days during the course of the school year to reimburse the District for all five (5) days, the number of days the employee owes the District will be deducted from the employee's final paycheck for the school year. If the paycheck does not cover the total number of days owed, the remaining days will be deducted from the employee's next pay check. In addition, an employee who exhausts sick leave during the course of the school year and is docked for absence due to illness will be reimbursed in August for any sick leave days earned subsequent to the days docked.
6. Employees who work less than full-time shall be entitled to sick leave for the time actually worked in the Newbury School District at the same rate as that granted to full-time employees. The Treasurer shall maintain an employment record for each such employee regarding days of actual employment. Employees who work fewer than five (5) days per week shall be credited for one and one-quarter (1-1/4) days of sick leave for each twenty (20) days worked in the Newbury Local school District. Employees who work part-time shall earn and accumulate sick leave on a prorated basis according to hours worked. The proration shall be the same as

that for salary and benefits. Employees who earn sick leave on a pro-rata basis shall likewise have it deducted on the same pro-rata basis.

B. Personal Leave

1. Each employee shall be allowed three (3) personal leave days each year. A maximum of ten percent (10%) of the bargaining unit members may use personal leave on the same day.
 - a. Two (2) of the three (3) personal leave days shall be unrestricted.
 - b. The restricted personal leave day cannot be used the first or last five (5) days of the school year or the scheduled workday before or after a recess.
 - c. No personal days shall be used to engage in gainful employment.
2. Intentional falsification of a personal leave form may be grounds for employee termination.
3. Any personal leave days not used during a school year will be converted to sick days at the end of the fiscal, June 30, year adding a maximum of three (3) days to the accumulated sick days. The result is that an employee may accumulate a total of eighteen (18) days per year in combined accumulated sick days and personal days; however, the total maximum accumulation of sick days may not exceed two hundred fifty (250) days.

C. Assault Leave

1. It is recognized by the Board that an employee who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of disability for a period up to the remainder of the school year during which the assault occurred provided, however, that should said assault occur less than sixty (60) school days from the end of the school year such leave may extend into the next school year so as to provide a maximum of sixty (60) days total available leave. Assault leave granted shall not be charged against sick leave or special leave. For the purposes of this Article, assault is defined as the intentional causation of harm to the employee by any other person. This Article is also intended to cover injuries suffered by the employee during the course of, or as a result of, an assault, as defined herein, upon third person(s).
2. Procedures to be followed:
 - a. An employee who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.

- b. The employee will furnish a signed statement on forms provided by the Board to justify the use of assault leave.
- c. The employee will furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment.
- d. If court action results, said employee shall be granted leave of his/her duties without loss of pay, and no deductions will be made from his/her sick or special leave.
- e. An employee, disabled as a result of physical assault, shall be returned to the same position as held at the time of the incident.

3. Criminal Charges

- a. An employee must be willing to file criminal charges against the perpetrator of the assault to qualify for assault leave.
- b. The Board respects the rights of its employees and will respect employees' decisions to file criminal charges against the perpetrator of the assault.
- c. An employee shall be paid at his/her per diem rate for time spent in proceedings which result from the filing of criminal charges during the regular school workday/year and Fifteen Dollars (\$15.00) per hour spent during non-school workdays.
- d. Board-provided legal counsel shall be made available to an employee in connection with the filing of criminal charges.

D. Child-Rearing Leave

Leave without pay for purposes of child-rearing shall be granted in accordance with the following terms and conditions upon request (See Appendix C for Child-Rearing Leave Form) of the employee:

- 1. This leave shall apply to employees adopting children two (2) years of age or younger as well as those employees having children born to them or their spouse.
- 2. The employee shall submit notification of the need for leave on the form included as part of this Agreement as soon as possible but no later than two (2) weeks prior to the commencement of the leave.
- 3. Any such leave shall commence, if possible at the beginning of the first or second semester but may commence at any other time as is required by the circumstances involved. Such leave shall extend through the remainder of the then current school contract year or for such shorter period as the employee may request and

the Superintendent may approve. Upon the request of the employee, said leave may be extended for an additional one (1) or two (2) semesters.

4. Employees on child-rearing leave shall notify the Superintendent by letter of plans for anticipated return.
5. During the first fifty-nine (59) days of any leave granted pursuant to this provision, the employee in question may, cancel his or her request for this leave and resume his or her regular duties.
6. An employee on leave of absence pursuant to this provision who complies with the foregoing notice requirements shall resume the same contract status held prior to the leave and shall be returned to his/her duties.

E. Miscellaneous Leaves

1. Absence to Attend Professional Meetings and Conferences

- a. Absence, with or without pay, may be authorized by the Superintendent to permit employees to attend local, district, state, national, and international meetings or conferences of a professional nature. Authorization for such absences shall be obtained prior to the absence by a written request to the Superintendent.
- b. Employees sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary.

2. Jury Duty

Any employee who receives a notice to serve as a juror shall be paid in accordance with O.R.C. §3313.211.

3. Military Leave

Military leave is permitted and is completely defined in O.R.C. §3319.14, Military Service, and O.R.C. §5923, National Guard Service. Employees may contact principals or the Superintendent for complete code section.

4. Leave of Absence for Personal Illness

Any employee who, after exhaustion of his/her accumulated sick leave, is unable to perform satisfactorily the duties of his/her position because of personal illness, or of other disability, shall, upon written request of the employee, be granted a leave of absence without pay for up to two (2) consecutive school years. This leave shall be pursuant to the provisions of O.R.C. §3319.13.

F. Family Medical Leave

All non-certified employees shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Paid leaves provided by this agreement may be used by the employee instead of or in addition to FMLA leave, provided the reason(s) for the use of paid leave meet the requirements of this agreement. Unpaid leaves provided by this agreement shall be included as part of the twelve (12) weeks of leave provided by the Family and Medical Leave Act.

G. Group Insurance While on Unpaid Leaves of Absence

1. Except as provided by Section F above, all benefits shall cease to be provided and cease to accumulate during the full duration of any unpaid leave of absence provided, however, that an employee on an approved unpaid leave of absence may, at his/her election, notify the Treasurer of his/her desire to continue to participate in group insurance at his/her sole expense. The Treasurer shall then advise the employee of the total monthly premium payment due. Any such participation shall be in accordance with the terms set forth below, and failure of the employee to comply with such terms shall terminate his/her right to continued coverage and participation.
2. All premium payments shall be due in the office of the Treasurer of the Board on the fifth (5th) day of the month of actual coverage. If checks are not received by this date, coverage shall be terminated on the last day of the current month. However, the employee will be liable for that month's premium. This provision shall apply to employees on leaves of absence as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall.
3. If an employee commences unpaid child-rearing leave of absence or a leave of absence for personal illness after completing one hundred twenty (120) days of full-time employment, the employee's fringe benefits will be paid through June 30; one hundred forty (140) days through July 31; and one hundred sixty (160) days through August 31 of that school year.

H. Leave Pursuant to Summons or Subpoena

An employee who is summoned or subpoenaed in connection with a school-related matter shall be granted leave with no loss of pay or other emoluments for days covered by the summons or subpoena.

I. Short-Term Unpaid Leave

1. When an employee has exhausted personal leave he/she may qualify for dock days for the purposes that qualify for approved personal leave as defined in Article III (B) above.

2. Application shall be made as provided in the applicable personal leave section in Article III. Written requests for short-term leave must be made at least two (2) weeks in advance of the date the leave commences, except in emergency situations.
3. The employee shall not be paid for the day(s) in question, and shall not be entitled to make-up the day(s).
4. The Superintendent will make final decisions as to the quantity of dock days. This decision shall not be grievable.

ARTICLE IV — CONTRACTS

- A. All employees new to the Newbury Local School District who are hired to begin working at the start of the school year, or no later than January 31, shall receive a one (1) year contract with the exception of bus drivers holding only supplemental contracts who shall not be eligible for a limited contract. Said contracts shall be governed by the procedure in Section V.B.11. entitled, "supplemental routes." The contract shall cover one (1) full calendar year (twelve (12) months) from the initial date of employment. An employee hired after January 31 shall receive a contract for the duration of the school year. The employee will then be eligible for a one (1) year employment contract. An employee must work one (1) full school year before being eligible for a two (2) year contract. The procedure shall supersede the procedures set forth in O.R.C. §3319.081.
- B. After the completion of the two (2) year contract provided in Section A of this Article, if the contract of an employee is renewed, the employee shall be given a continuing contract.
- C. The contracts as provided for in this Article may be terminated by a majority vote of the Board. Such contracts may be terminated only for violation of written rules and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the Board to terminate the contract of an employee, the Board may suspend an employee for a definite period of time or demote the employee for the reasons set forth in this division. The action of the Board terminating the contract of an employee or suspending or demoting him/her shall be served upon the employee by certified mail at least five (5) days after official Board action. Within ten (10) days following the receipt of such notice by the employee, the employee may file an appeal, in writing, with the Geauga County Court of Common Pleas of terminations and suspensions of more than five (5) days and file a grievance regarding any suspension of five (5) days or less or demotion. After hearing the appeal the Common Pleas Court may affirm, disaffirm, or modify the action of the Board.
- D. The Board shall give written notice to an employee of its intent not to reemploy the employee on or before June 1 of the year the employee's contract expires. If said notice

is not received on or before June 1, the employee shall be deemed reemployed. Any employee may terminate his contract of employment thirty (30) days subsequent to the filing of a written notice of such termination with the Treasurer of the Board.

E. Each contract shall include the statement:

Included as part of this Contract are the terms and conditions of the "Agreement Between the Newbury Education Association (School Support Personnel) and Newbury Local School District Board of Education."

F. Probationary Period – Newly-hired employees shall serve a one hundred twenty (120) day probationary period. During the probationary period, the employee is subject to discharge at the Board's discretion. It is the intention of the parties that this provision supersedes O.R.C. §3319.081 - .083.

There will be a sixty (60) day probationary period for employees changing classifications. If the employee is not successful, the employee will be returned to the previous position with no loss of seniority.

G. Except as otherwise provided, nothing herein or in Article VII is intended to deprive any employee or employer of his/her or its rights under O.R.C. §3319.081.

ARTICLE V — DAY, YEAR, AND ASSIGNMENT

A. Employee Day

1. The standard workweek for all employees shall be forty (40) hours per week and shall not include more than ten (10) hours per day and shall not include more than five (5) consecutive days per week with said days being Monday through Friday or Tuesday through Saturday. The latter may only occur during the school year. Each such workday shall include an uninterrupted duty-free lunch period of not less than thirty (30) minutes and two ten (10) minute breaks. Compensation for the standard workweek shall be based on forty (40) hours, and overtime shall be after forty (40) hours per week and eight (8) hours per day. Lunch is non-paid and is not calculated into the forty (40) hours.
2. Bus drivers other than supplemental routes addressed in Section B, Subsection 11 below shall be contracted for such number of hours per day as is required to complete his or her assigned run, plus fifteen (15) minutes per day for bus warm-up, cleaning, fueling and inspection but will be contracted for at least four and one-half (4½) hours per day and twenty-two and one-half (22½) hours per week Monday through Friday, unless the state makes operating changes that require the District to reduce or change transportation routes.

3. Cleaning employees shall be contracted for five (5) hours per day and twenty-five (25) hours per week Monday through Friday. During the ten (10) days before school opens and ten (10) days after school closes, cleaning employees may be contracted for seven (7) hours per day.
4. Except as otherwise provided, no employee will be required to work on Sundays or holidays. All work over and above the forty (40) hour workweek and/or ten (10) hour workday, forty (40) hour workweek or eight (8) hour workday for standard workweek employees, shall be compensated at the rate of one and one-half (1½) times his or her normal rate of pay, and all work on Sundays, overtime or not, will be compensated at one and one-half (1½) times the normal rate of pay. All work on holidays will be compensated at one and one-half (1½) times the normal rate of pay in addition to the regular pay for the holiday.
5. Bus drivers shall be compensated at straight time for all hours up to forty (40) hours per week provided that should any schedule require the driver in question to work more than ten (10) hours per day, said hours beyond ten (10) hours shall be compensated at time and one-half (1½), which shall be calculated in fifteen (15) minute modules. Extra trips shall be on a voluntary basis and shall be counted and compensated and paid at straight time, unless in excess of the forty/ten provision. Drivers shall be available for the teachers, coaches and students during the trip.
6. All overtime, Sunday, or holiday assignments shall be on a voluntary basis based on seniority. If an employee does not volunteer, the supervisor shall assign an employee on a rotating basis using reverse seniority. The assignment of overtime shall not be grievable. Employees may trade overtime with someone if they want to trade; if employees cover overtime for other employees, they do not lose their place in rotation. Custodial/Maintenance I will do overtime. If a non-school event results in payment to the District for custodial services, the employees working the event will not be required to perform work which is not directly related to said event.
7. Any employee who is required to report back to work after the close of his/her shift, or on a day that is not a regular workday, shall be guaranteed a minimum of two (2) hours of work.

B. Bus Trips

1. At the beginning of each school year, all drivers shall have two (2) week days to view regular and supplemental routes. Bidding on routes shall be done according to seniority. Seniority is defined as continuous length of service in the Newbury School District in the classification, or in a tie, a coin flip.
2. Extra trip drivers will be selected on a rotating basis by seniority starting July 1 of each year from those regular route drivers signed up for extra trips. The

Transportation Supervisor shall post, in an agreed upon location in the bus garage, a chart denoting dates and times for sporting events and field trips.

3. Drivers shall have an opportunity to refuse extra trips without the loss of a turn in the rotation, when the extra trip is not offered within twenty-four (24) hours of receipt and date stamped.
4. Drivers shall be assigned all sports trips for that season. All trips shall be posted at least twenty-four (24) hours prior to assignment. Drivers shall be assigned all sports trips for that season after they have been posted.
5. If a driver accepts a sporting event or field trip assignment and subsequently refuses the assignment with less than twenty-four (24) hours notice, except in cases of emergency, the driver shall lose his/her place in the rotation for the next available trip.
6. If a trip is cancelled, the driver will be offered the next available trip.
7. If a driver is owed a trip and has that trip offered on a day the driver is already scheduled for a trip, the driver may choose to keep the trip already scheduled or take the newly-offered trip. In either event, the driver will be owed a trip.
8. If a trip is cancelled and the driver is at school at least fifteen (15) minutes before the trip is to leave, the driver will receive two (2) hours show-up time and will be offered the next available trip.
9. If a driver turns in a trip less than twenty-four (24) hours before departing, the next available driver in rotation will be offered the trip and does not lose place in rotation. Except in case of emergency, the driver who turned in the trip shall lose his/her place in rotation for the next available trip.
10. Transportation trips with less than one (1) hour of notification, may be driven by a readily available driver provided a reasonable attempt has been made to contact the drivers on the rotation chart.
11. Supplemental Routes

Drivers for supplemental routes for special education students transported to another educating District or drivers for supplemental parochial school routes, kindergarten, summer school, vocational, and/or zero period routes will be selected on a rotating seniority basis each school year. These routes will be posted and bid at the beginning of each school year. If at any time during the school year the District no longer transports the special education or parochial student, or if the District needs to reduce the length of any such supplemental routes for any reason, the Superintendent may reduce the length of the route or may eliminate the route, at his/her discretion. The reduction or elimination of a supplemental route shall not be subject to the reduction in force procedure. Bus

drivers will be paid for actual driving time in addition to fifteen (15) minutes per day for warm-up, cleaning, fueling and inspection.

C. Shifts

1. Cleaning and Custodial Maintenance

Thirty (30) days prior to the beginning of each school year, all cleaning, and custodial maintenance shall bid on shift assignments for the coming school year; bidding shall be done according to seniority. Seniority is defined as continuous length of service in the Newbury School District in the classification, or in a tie, a coin flip.

2. Custodial Maintenance

a. Custodial/Maintenance employees' shifts shall be assigned by the Superintendent/building principal/designee provided that no shift vary more than one-half (1/2) hour from:

First Shift	-	6:30 a.m.	-	3:00 p.m.	
Cafeteria Custodian	-	11:00 a.m.	-	7:30 p.m.	(Mon.-Fri.)
		6:30 a.m.	-	3:00 p.m.	(Tues.-Sat.)
Second Shift	-	2:30 p.m.	-	11:00 p.m.	(2 employees)
		4:30 p.m.		1:00 a.m.	

b. Summer Shift Hours

1. Summer shift hours shall begin the Monday of the week following the end of the student school year and shall end the Monday of the week prior to the start of the school year.

2. The Summer hour shift is from 6:30 a.m. to 3:00 p.m. The custodial hours can be changed up to two (2) times during the summer for events. The custodial/maintenance supervisor will ask for a volunteer to staff the event; and if no custodian volunteers, then the least senior custodian shall be required to work the event. Seniority shall be as defined in Article V, Section E., Subsection 2. During the event, the custodial employee shall be assigned exclusively to the event, but shall work an entire shift.

c. Employees who must be absent due to illness should report their absence to the supervisor no later than 11:00 a.m. if they are working second shift, and no later than 7:00 p.m. if they are working third shift. The above will not apply in emergency situations.

3. Food Service

- a. Full-time food service employees' shifts shall be assigned by the Superintendent/designee. The shift shall begin no later than 7:30 a.m. Monday through Friday and shall end no later than 3:00 p.m., or 2:30 p.m. if they do not take their thirty (30) minute duty-free, non-paid, lunch break.
- b. Part-time cafeteria employees will be placed on the regular cafeteria wage scale at Step 0 and will progress on the scale the same as regular cafeteria employees.
- c. Duties of cafeteria employees may be rotated provided that the number of hours do not deviate from the number of hours assigned at the time of employment.

4. Secretaries

Secretarial employees' schedules shall be assigned by the Superintendent/designee provided that no shift vary more than one-half (½) hour from:

High School – 7:00 a.m. to 3:00 p.m.; 7:30 a.m. - 3:30 p.m.
Elementary School – 8:00 a.m. to 4:00 p.m.

5. Bus Drivers

Bus drivers will be assigned two and one-half (2-1/2) hours from 6:30 a.m. to 9:30 a.m. and two (2) hours between 2:00 p.m. and 4:30 p.m. except for the supplemental routes and in accordance with B(11) above. Shift times may be varied on an individual basis by as much as fifteen (15) minutes providing the length of the shift is maintained. If the District requires one additional part-time route of either secondary or elementary (A.M. or P.M.) the foregoing shift times may be varied for the time required for driving and pre-trip duties established for that route. Kindergarten, Metzenbaum, special education, vocational, and current part-time bus drivers shall be paid for the time required for actual driving time of the route as well as the time for pre-trip duties.

6. Educational Aides

Educational Aides will be assigned in accordance with program needs.

D. School Year

The employment for all non-teaching employees shall be from July 1 through June 30. The year for all full-time employees shall consist of two hundred sixty (260) days, which includes paid holidays, vacation days, if applicable, shut down days and recess days.

1. Definitions

- a. Paid holidays are such regularly scheduled workdays as are set aside on the calendar on which employees are not required to work, but for which they receive work credit and are paid their regular daily rate of pay. Any holiday that falls on a nonregularly scheduled workday but during the employee's work year shall be compensated as if it had been worked. Any employee who is required to work on a holiday shall be paid one and one-half (1½) times their regular rate of pay in addition to his or her holiday pay. The paid holidays covered by this provision are the following: Martin Luther King Day, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day. Twelve (12) month employees shall also receive Christmas Eve as a paid holiday.
 - b. Vacation days are those days that those employees entitled to vacation use for vacation while receiving his or her regular daily pay.
 - c. Shut down days are those days during the year on which certain employee classifications are neither required to work nor paid for the days.
 - d. Recess days are those normal workdays on which certain employee classifications are neither required to work nor paid during the school year, such as winter or spring break.
2. Bus driver employees shall be scheduled to report on the one hundred eighty-one (181) regular school days during the school year on which students are scheduled to attend Newbury Schools. Bus driver employees shall be paid for one hundred eighty-one (181) report days plus additional days which may be required by the nonpublic school schedule or special education schedule and eight (8) holidays.
 3. Cleaning employees shall be scheduled to report on one hundred eighty-three (183) report days during the school year, ten (10) days before school opens, and ten (10) days after school closes. Cleaning employees shall also be paid for eight (8) holidays for a total of two hundred eleven (211) paid days.
 4. Custodial/Maintenance employees shall be scheduled to report on all workdays except holidays, not to exceed two hundred fifty (250) report days and shall be paid for two hundred fifty (250) report days and ten (10) holidays. Custodial/Maintenance employees may be required to report on calamity days but shall receive compensatory time off for each such day worked with such compensatory time off being scheduled at times school is not in session (i.e., spring break, winter break, or summer break). Custodial/Maintenance employees are entitled to vacation in accordance with the schedule set forth at item F below.
 5. Full time Food Service employees shall be scheduled to report on all the one hundred eighty-one (181) regular school days during the school year on which

students are scheduled to attend plus one (1) additional workday. Food service employees shall be paid for one hundred eighty-two (182) report days and eight (8) holidays. (NEOEA Day is an unpaid day off.)

6. Secretarial employees shall be scheduled to report two hundred eight (208) workdays per year including fifteen (15) days before the school year and ten (10) days after the one hundred eighty-three (183) day school year and shall be paid for 208 days plus eight (8) holidays.
7. Educational Aides shall be scheduled to work and be paid for all regular student report days that they are assigned in their annual contract plus be paid for eight (8) holidays.

E. Assignment

1. All vacancies, i.e., a position that is or will become vacant including long term absences which are certified in writing by the employee to last more than one year or a position which is newly created and available shall be posted. No vacancy shall be filled until it has been posted for at least two (2) weekdays. All vacancies must be filled within forty-five (45) days from the expiration of the posting which will occur within one (1) workday of receiving the notification from the employee and Board approval.
2. All transfers, i.e., change in building, shift, bus route, or change in classification, shall be based on employee preference or in the event of more than one employee having the same preference, i.e., wanting to remain in current position or seeking same vacancy, seniority rights shall control, except when the specific needs of the school system necessitate a variance from preference and seniority rights and such needs shall be made known to the NEA, in writing. Seniority shall be length of continuous service in the system in the classification, or in a tie, a coin flip. No employee shall be granted any preference unless he or she meets the qualifications for the job which he or she seeks.

F. Vacations

1. Employees who are contracted to work eleven (11) or twelve (12) months of the year shall be entitled to paid vacations as indicated below:
 - a. Employees under contract for one year or more – 2 weeks (10 days).
 - b. Employees under contract for ten years or more – 3 weeks (15 days).
 - c. Employees under contract for twenty years or more – 4 weeks (20 days).
2. Vacation time may be requested at any time during the school year and summer. Such request must be approved by the Superintendent. Employees with the most continuous service in the school district shall have preference in the selection of

vacation dates. To have seniority preference, summer vacation applications should be submitted to the office of the Superintendent no later than March 31. Summer vacation applications may be submitted after March 31; however, priorities will then be based upon the submission date. All other vacation applications shall be submitted at least thirty (30) days prior to the first date for which the vacation request is being submitted.

3. At the time of separation, employees are entitled to receive a separation benefit equal to the accrued but unused vacation leave not to exceed the leave accrued during the two (2) years immediately preceding separation plus the prorated portion of earned but unused vacation leave in the year of separation at the employee's then current rate of pay. When separation is due to death, the same procedure regarding unused vacation leave will be followed, in which case payment shall be made to the surviving spouse or other dependent.
4. Vacation Carryover — No employee will be permitted to carry over from year-to-year more than six (6) weeks of vacation. Any vacation accumulated in excess of six (6) weeks will be forfeited. However, no vacation will be forfeited when an employee is unable to take vacation due to administrative disapproval.

ARTICLE VI — DISCIPLINE OF EMPLOYEES

- A. Any employee may only be disciplined for just cause and normally in a progressive manner. The Superintendent may impose progressive discipline which can include a verbal or written reprimand, suspension with or without pay, or termination. Although discipline is normally to be progressive, the discipline imposed on the employee will be based on the nature of the offense. Discipline shall be corrective in nature whenever possible, and the employee shall have the right to have a representative of his/her choice present at any meeting related to discipline.
- B. Any objections to the basis or severity of the corrective action shall be pursued through the grievance procedure or Court of Common Pleas at the employee's option.

ARTICLE VII — WORKING CONDITIONS

- A. Job Descriptions
 - I. Job descriptions for each classification shall be developed by the administration and approved by the Board.
 - a. Educational Aides
 - b. Bus Drivers
 - c. Cleaning

- d. Custodial/Maintenance
 - e. Food Service
 - f. Secretarial
2. Job descriptions shall be confined to duties carried out during the time specified in the "Day, Year, and Assignment" provision of this Agreement including overtime hours.
 3. Job descriptions shall be in Board Policy and shall be incorporated by reference in this Agreement.
- B. The Board will provide and maintain a healthy, safe, and reasonably comfortable environment. The employees shall work in the buildings with the materials and equipment provided by the Board unless there is a clear and present danger to the employee.
 - C. All employees shall be bonded by the Board for collection of funds.
 - D. Only if the nurse and building administrator are unavailable, employees may be required to dispense medication after receiving proper training and a copy of the Board Policy governing the administering of medication. Employees shall not perform any medical procedures, except in cases of emergency.
 - E. Employees shall not be required to transport a student(s) in the employee's personal vehicle.
 - F. Bus cleaning supplies shall be provided by the Board and will be available for bus driver employees at the bus garage. Drivers shall be allotted up to six (6) hours of paid time for cleaning buses in addition to the three (3) hours on the last day of school. All cleaning must be completed by June 30th. The schedule for cleaning buses shall be determined by the supervisor with agreement of the driver.
 - G. Normally bus driver employees will receive maps for their bus run(s) at least five (5) days prior to the first bus run(s) for the school year. A work calendar shall be provided to each bus driver employee at least five (5) days prior to the first day of the school year, when possible.
 - H. All State of Ohio safety laws must be adhered to and any violations may be grieved by the employee. Bus driver employees have the responsibility to notify the mechanic and/or the Transportation Supervisor in writing of any safety problems that the bus driver is aware of as soon as possible. If there are visible problems that are in violation of state law, the bus driver may refuse to drive the bus. If the mechanic and/or Transportation Supervisor declare the bus safe to operate, the bus driver must comply with a request to drive the vehicle. The bus driver shall reserve the right to file a grievance over any

improperly maintained vehicle that is not the fault of the bus driver and may include in the remedy sought, reimbursement equal to any fine which has been imposed by authorities.

- I. All student discipline referrals shall be given by the bus driver to the principal of the school attended by the student with copies to the Transportation Supervisor.
- J. Any employee who is assigned to work in a higher classification will be paid at the higher rate of pay.

ARTICLE VIII — STAFF SUPPORT

The Board shall take such precautions and adopt such student behavioral codes as are reasonably necessary to protect its employees from verbal and/or physical assaults from students. In the event that a student initiates an unacceptable verbal assault or a physical assault upon an employee, the employee shall immediately report same to the appropriate principal. The principal shall investigate the incident and take such action as he or she deems appropriate.

ARTICLE IX — NEA AND EMPLOYEE RIGHTS

A. Access to School Buildings and Facilities

- 1. The NEA shall have the right to use school buildings in conformance with existing Board policy upon request and approval from the building principal or Superintendent at all reasonable hours for meetings. No charge shall be made for the use of school buildings unless special custodial assistance is required.
- 2. NEA members may use school computer, typing, duplicating, copying, audiovisual equipment, e-mail, school phones, and fax machines for NEA purposes provided that they request and receive permission in advance from their building principal and provided that they reimburse the Board for the actual cost of the supplies or photocopying cost.
- 3. The NEA may use the mailbox for NEA material and may use a bulletin board in each building for NEA material.

B. Duly Authorized Representatives

Duly authorized representatives of the NEA's affiliates shall be permitted to transact official business on school property at all reasonable times after checking in with the principal and stating the reason for the visit. However, the interruption of an employee who is in the process of fulfilling their contractual responsibilities shall be strictly prohibited.

C. Nondiscrimination

There shall be no discrimination against any employee because of race, religion, national origin, sex, association activity, or use of the rights contained in this Contract.

- D. Employees elected to represent the NEA or chosen to serve on programs, or in any official capacity at NEA meetings, conferences, or conventions, shall be permitted to be absent without loss of pay not to exceed fifteen (15) aggregate days per year exclusive of days required for negotiation of the Agreement. When NEA leave is to be used by a bargaining unit member, the Association President will provide the Superintendent prior written documentation for the leave. The Association President will make every reasonable effort to limit the number of days used for NEA leave.
- E. The NEA President shall be given advance copies of Board agendas not less than twenty-four (24) hours prior to the meeting in question, unless said agendas are not yet completed, in which case, they shall be provided to the NEA President at the earliest possible time after completion. The NEA shall be granted open access to all items of public information and shall be provided upon request copies of minutes, personnel actions, and financial documents which have been acted upon by the Board.
- F. A copy of the Board meeting summary shall be provided to all employees as soon as possible following the Board meeting.

ARTICLE X — REDUCTION IN FORCE

Reductions in employees will take place only in the event of absence of work, financial reasons, return to duty of regular employees after leaves of absence, or other reasons set forth in O.R.C. §3319.172. When it becomes necessary to reduce employees, the following provisions shall apply:

- A. The Superintendent shall inform the NEA President of the position(s) to be eliminated and the reason(s) therefore as soon as recommendations for the coming year are ready and at least ten (10) days prior to the May Board meeting in which the Board will take action on the reduction in force, if known or reasonably ascertainable, at which time reductions in the number of employees and the suspension of contracts will be determined.
- B. The employees to be reduced shall be determined by seniority, which shall be defined as continuous service in the Newbury Local School District, and shall be placed upon a Reduction in Force list from which the employee(s) with the least seniority within the classification(s) where the reduction in force is to take place shall be the first to be reduced.

- C. In the event of equal seniority, the tie-breaking procedures in order of priority are:
1. Previous interrupted service in the Newbury Local School District.
 2. Date of application.
 3. Coin flip in presence of NEA representative.
- D. Unpaid leaves of absence shall neither count for nor interrupt continuous service, unless otherwise provided by law. Seniority is not interrupted by resignation if the employee is reemployed before missing any work time.
- E. An employee shall not lose seniority when he/she changes assignment to a different position, department, or building.
- F. An employee whose name appears on the Reduction in Force list will be recalled when a comparable position (which shall be defined as a position of equal or greater weekly pay within the same classification, if not the same position) becomes available for which he/she is qualified, in accordance with the job description, in inverse order of layoff. An employee shall remain on the reduction in force (recall) list for a period of thirty-six (36) months or their length of seniority, whichever is greater, effective July 1 subsequent to the actual reduction in force. In the event that a vacancy(s) becomes available, the Board shall recall the employee by giving written notice to the employee. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If an employee fails to accept comparable employment, as defined herein, within fifteen (15) calendar days from the date actual notification was delivered or twenty (20) calendar days from the date of mailing, said employee shall be considered to have declined said offer and shall be removed from the Reduction in Force (Recall) list. A copy of the written notification of recall shall also be sent to the NEA President and Vice-President. In addition, the Superintendent shall also attempt to make verbal contact with the employee.
- G. During the period of layoff, the employee's seniority shall remain unbroken but shall not accumulate. The employee shall maintain all accumulations of sick leave days and shall retain his/her salary schedule placement.
- H. An employee who refuses a recall to a comparable position (as defined in item F.) forfeits all recall rights provided, however, that should he or she be under contract to another school district, the position in question will be held open for thirty (30) days if the employee gives his/her thirty (30) day notice to the other school district. An employee may refuse a less than comparable position and shall remain on the recall list for the remainder of the recall period as specified in section F. above.
- I. The Board and/or its agents shall forward a seniority list, which shall include the date of employment and current assignment of each employee in the bargaining unit, to the NEA on or before October 15 of each year. Each employee shall have a period of up to twenty

(20) work days after receipt of the seniority list by the NEA in which to advise the Board and/or its agents, in writing, of any inaccuracies which affect his/her seniority status. The Board and/or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and forward the updated list to the NEA. No protest shall be considered after twenty (20) work days from the date the NEA receives the seniority list. The list shall be considered as final until such time that the Board and/or its agents makes changes in the list, and notifies the NEA of such changes.

- J. No bargaining unit work may be reduced or eliminated by subcontracting or increasing the work load of current employees.

ARTICLE XI — EMPLOYEE BREAKS

Cafeteria employees scheduled for the seven (7) hour day shall receive a break of fifteen (15) minutes daily. The scheduling of breaks shall be cooperatively determined by the immediate supervisor and the cafeteria employees.

ARTICLE XII — PERSONNEL RECORDS AND COMPLAINTS

- A. Each employee shall have the opportunity to review all contents of his/her official personnel file except for materials of a confidential nature supplied to the administration prior to employment. Each employee shall be entitled, upon request, to a copy of any such nonconfidential material in his/her personnel file at his/her sole expense. Effective July 1, 2008, a copy of any material placed in any employee's personnel file shall be provided to said employee at the time of its insertion.
- B. Each employee shall be informed of any complaint made with respect to him/her by a parent, student, employee, administrator, Board member, etc., which is to become a part of his/her personnel file or which is to be the subject of further investigation. Each employee may reply in writing to any material in his/her official personnel file. The employee's response shall be attached to the document and included in the personnel file. The employee shall have twenty (20) school days from the date of insertion or date of discovery of new material in the file to respond. Anonymous letters or materials shall not be placed in a personnel file nor shall they be used as a basis for any personnel decision; such items may be used as a basis from which investigation leading to information dealing with a personnel decision is developed.
- C. If an employee disputes the accuracy, relevance, completeness, or timeliness of personal information that pertains to him/her and that is maintained by the Board in that employee's personnel file, the employee may request the Superintendent to investigate the current status of the information in accordance with procedures contained in O.R.C. §1347.09.

- D. Effective July 1, 2008, all items entered into personnel files shall carry a log date indicating date of entry. The Superintendent or designee must be present at all times while an employee is reviewing his/her file.
- E. All negative items placed in the file shall be dated and signed and identified as to source and a copy shall be sent to the employee before being placed in the file.
- F. Before a complaint is made a part of the personnel file, used as a basis for a personnel decision, and/or becomes the subject of further investigation, the employee shall be informed of the complaint, and, if the employee wishes, the employee may attempt to resolve it directly with the complainant. At this point the person receiving the complaint should only note the receipt of the complaint and refer the complainant to the employee (however, if the complainant is not an employee and refuses to see the employee, the administrator shall so inform the employee and proceed with the remainder of this complaint procedure). If this does not resolve the matter, the appropriate administrator(s) shall investigate the complaint and attempt to resolve it. If the employee is required to attend any meetings or be a part of any investigation, the employee may be accompanied by a representative(s) of the employee's choice. This shall not preclude the administration from speaking privately to the complainant. If a Board hearing is held in executive session with the complainant present, the employee shall have a right to be accompanied by a representative(s) of his/her choice and present evidence on his/her behalf. Complaints made directly to the Board or any of its members shall be referred to the appropriate administrator(s) to be processed in accordance with these procedures. For offenses of a serious nature which pose a threat to persons or property, immediate corrective action may be taken.
- G. Board policies, procedures, rules and regulations may be discussed by the Board without the presence of an employee.
- H. The foregoing notwithstanding, the Board shall comply with all provisions of state and federal law granting access to public records.
- I. Paragraphs B and E do not apply to suspected child abuse, domestic violence, weapons charges, sexual harassment or alleged criminal activity.

ARTICLE XIII — EMPLOYEE EVALUATION

- A. Employees shall be evaluated a minimum of one (1) time each year on the appropriate School Support Personnel Appraisal Form (See Appendix F) by the end of the first semester. In accordance with the present employee evaluation procedures, the appropriate School Support Personnel Appraisal Form (see Appendix F) shall be used by the evaluator. If the employee's performance is deficient, a second evaluation shall be conducted by April 15. Employees shall be notified prior to any formal observation. Procedures relevant to the evaluation process shall be conducted during working hours.

- B. Supervisor's Recommendation – Annually each employee will receive a copy of his/her Supervisor's employment recommendation (See Appendix G).
- C. Employees may have twenty-four (24) hours between receipt of the evaluation and the time they are requested to sign it. The employee's signature shall not be construed as agreement with the contents of the evaluation, only that the employee has seen the evaluation. The employee may file a response to any information on the evaluation and the response shall be attached to all copies of the evaluation form.

ARTICLE XIV — PART-TIME EMPLOYEES

A. Pay

Pay for part-time employees shall be prorated according to the hours worked. The NEA President shall be notified, in writing, of all part-time employees, their hours of work, and the proration of their pay.

B. Benefits

Benefits-Premium payments by the Board for part-time employees who work four (4) or more hours and less than seven (7) hours a day shall receive eighty-seven percent (87%) payment of single fringe benefit coverage and prorated payment of any selected dependent coverage; seven (7) hours shall equal eighty-seven percent (87%). Part-time employees enrolling in any selected dependent coverage programs will have Board paid premium prorated at the following rates:

CONTRACTED		BOARD	EMPLOYEE
HOURS	WEEKLY	PAYMENT	PAYMENT
7.00	35.00	87.00%	13.00%
6.75	33.75	83.83%	16.17%
6.50	32.50	80.66%	19.34%
6.25	31.25	77.49%	22.51%
6.00	30.00	74.32%	25.68%
5.75	28.75	71.15%	28.85%
5.50	27.50	67.98%	32.02%
5.25	26.25	64.81%	35.19%
5.00	25.00	61.64%	38.36%
4.75	23.75	58.47%	41.53%

4.50	22.50	55.30%	44.70%
4.25	21.25	52.13%	47.87%
4.00	20.00	50.00%	50.00%

All employees' life insurance shall be fully Board paid.

C. Other Terms and Conditions of Employment

All other terms and conditions of employment shall be applied to part-time employees on the same basis as is applied to full-time employees except as otherwise specified in this Agreement.

ARTICLE XV — COMPENSATION

A. Wage Increase

For the 2013-14 school year, the base salary shall not be increased from that in effect for the 2012-13 school year. See Appendix A. For the 2013-14 school year, employees who do not receive a step increase shall receive a one-time cash payment of \$350 to be paid in a separate check payable the second pay in November.

B. Longevity

Longevity increments to be paid in the regular pay or at the employee's option, a separate direct deposit shall be One Hundred Fifty Dollars (\$150.00) per year for each year beginning with the first year following completion of the employee's progression through the employee's column on the salary schedule. Longevity increments shall be cumulative in the amount of One Hundred Fifty Dollars (\$150.00) for each year following completion of the employee's progression through the employee's column on the salary schedule (longevity increment #1 = \$150, longevity increment #2 = \$300, etc.). Initial longevity increments for current employees shall give each employee credit for all years of service between the year in which the employee completed progression through the employee's column on the appropriate salary schedule and the current year. For the 2013-14 school year, the employee shall advance one longevity step, if eligible, from the 2012-13 school year.

C. Salary Schedule Placement

Except as set forth in A and B, once initial placement has been determined, an employee shall receive a step advancement, increment, on the salary schedule on July 1 for each completed year of service. During his/her first year of employment, if the employee has been under contract for at least fifty percent (50%) of the scheduled report days for his/her classification prior to July 1, he/she shall receive credit for a completed year.

D. Shift Differential

Employees on the second or third shift shall be paid a shift differential of Fifty Cents (\$.50) per hour for the hours they work the shifts.

E. Overtime Pay

Overtime pay shall be paid at the rate of one and one-half (1½) times the normal hourly rate (see Article V). An employee has the option to take compensatory time in lieu of overtime pay subject to advance approval of his/her supervisor.

Such compensatory time shall be accrued and granted at time and one-half (1-1/2) for all overtime hours worked.

Compensatory time shall be taken within one hundred and eight (180) days following the time the overtime was worked.

An employee may not accrue more than two hundred and forty (240) hours of unused compensatory time for overtime hours worked. Employees who have accrued unused compensatory time up to these limits must be paid in cash for additional overtime.

Upon separation from employment, unused compensatory time must be paid at a rate of not less than the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher. It is understood that the compensatory time for which the employee is being paid is already calculated at time and one-half of the regular rate.

F. Travel

All employees who are required to travel shall be paid at the IRS rate per mile.

G. Payroll Practices

I. Payroll Practices

All employees shall be paid according to salary schedules and benefit provisions included as part of this Agreement. All employees, with the exception of cleaning personnel and bus drivers holding only special education supplemental contracts, shall have their salary paid in twenty-six (26) bi-weekly installments. Cleaning personnel and bus drivers holding only special education supplemental contracts will be paid for the hours worked during the previous two (2) week pay period on the Friday after the two (2) week pay period has been closed. Secretarial employees shall have their annual, July 1 through June 30, salary paid in twenty-six (26) equal installments. Ten percent (10%) of total staff may elect to receive remaining summer pay in the first pay date in July. Employees must notify the Treasurer of their intent to elect this option by the previous July 15. If more than

ten percent (10%) of the staff elects this option, it shall be granted in order of seniority.

2. Pay dates shall be every other Friday in accordance with a schedule developed by the Treasurer at the beginning of each school year and a copy of said pay dates will be distributed to employees.
3. Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the employee as follows:
 - a. Health Care Coverage – Employees may subscribe to any health care coverage negotiated as part of this Agreement and the employee's portion of premiums due, if any, shall be deducted twice a month.
 - b. Credit Union – The Geauga School Employees Credit Union operates as a service organization to all school employees. Payroll deduction is available for automatic savings and/or loan payments.
 - c. Political Contributions – Employees may elect to contribute through payroll deduction to political organizations and Parties and non-partisan issues in accordance with O.R.C. §3313.262. Deductions shall be ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the employee to the Treasurer. A deduction of one dollar (\$1.00) shall be made from the amount to be transmitted to defray the cost to the Board of making such deduction.
 - d. Tax-Sheltered Annuities – Employees may elect to purchase a tax sheltered annuities through payroll deduction.
 - e. Professional Dues – Employees joining the membership of the Newbury Education Association and affiliates may have such dues withheld from their pay.
4. Payroll deductions for the credit union, political contributions, dues and savings bonds shall be deposited not later than the conclusion of the next business date following the pay date.
5. Direct Deposit

The Board shall provide for direct deposit of employee paychecks.
6. Electronic Transfer

An employee's salary shall be paid by electronic transfer to a bank, credit union, or savings and loan institution of the employee's choosing not later than 8:00 a.m.

each pay day as provided in paragraph 1 or paragraph 3 in accordance with the employee's choice.

7. Final Payment

- a. **Conclusion of Employment:** An employee whose employment is concluded for any reason or who takes an approved unpaid leave of absence, may elect to receive any unpaid monies due, other than retirement monies, not later than the second regularly scheduled pay date following the pay period in which conclusion of active employment occurs, or elect to be paid according to the established schedule. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.
- b. **Death:** The Board shall pay all monies due a deceased employee not later than the second pay date following the pay period in which the employee's death occurs. Such payment shall be made to the employee's spouse or at the request of the employee, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with the Ohio Revised Code. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.

H. Overtime shall be paid in the paycheck covering the period during which it is earned.

I. Custodians will be provided reimbursement of up to Seventy Dollars (\$70.00) per calendar year for the purchase of one (1) pair of work shoes.

ARTICLE XVI — FRINGE BENEFITS

A. Hospitalization and Major Medical Insurance

1. The Board shall pay 87% of the single premium and 87% of the family premium, and the employee shall pay 13% of said premiums.
2. The Cigna Plan provided to the employees has no copays on healthcare nor on prescriptions. It also requires no co-insurance and includes no cost for wellness program. The employer maximum deductible totals which are paid first are \$850.00 for employee plans and \$1,700.00 for family plans. The employee maximum deductible totals are \$650.00 for employee plans and \$1,300.00 for family plans. The plan pays 100% after both deductibles are met.
3. Coverage for new employees shall be effective upon the first day of work.
4. The parties agree to establish an insurance exceptions committee comprised of two (2) members selected by the NEA, two (2) members selected by the

Superintendent, and one (1) Board of Education member. The committee shall have the authority to decide exceptions to the plan, up to an annual aggregate amount of Five Thousand Dollars (\$5,000).

B. Vision Insurance

The plan shall be Vision Service Plan C, Option II, \$0/0 Deductible. The Board shall pay Five Dollars (\$5.00) for employee coverage only; any cost increase above Five Dollars (\$5.00) to be paid by the employee.

C. Change in Carriers

Upon notification to the NEA, the Board may initiate bidding procedures to select the lowest possible cost from insurance carriers or other service providers for no less than equivalent coverage and services to the plan in effect presently, providing the carrier is a recognized, reputable carrier.

D. Medicare Reimbursement

The Board will fully reimburse those employees who incur premium costs for Medicare payments. This reimbursement will be paid quarterly by the Board to the employee.

E. Dental Insurance

The Board shall pay 87% of the single premium and 87% of the family premium, and the employee shall pay 13% of said premiums.

F. Term Life Insurance

A Twenty-Five Thousand Dollar (\$25,000) term life insurance policy shall be provided for each employee. This coverage shall be one hundred percent (100%) paid, and it shall include accidental death and dismemberment riders. If permitted by the insurance carrier each employee shall have the right to conversion of this policy upon leaving the employ of the Board.

G. Insurance Documents

All employees shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided. Plan description booklets shall indicate that the plan has been negotiated by the NEA, if possible.

H. Coverage by Spouse

Only those employed utilizing this provision as of February 13, 2005 are permitted to utilize it. If any of the employees utilizing it as of February 13, 2005 opt-out of the coverage by spouse provision, they will not be permitted to opt back in. Once all of the

employees utilizing this provision as of February 13, 2005 discontinue using it, it will be deleted from the Agreement.

In the event that any otherwise eligible employee wishes to obtain medical/hospitalization and major medical coverage through his/her spouse's place of employment in lieu of the coverage specified above, the Board agrees to reimburse a full-time employee an amount up to the cost to the employee of the employee's share of the Board's major medical premium, if the employee was utilizing the Board's insurance plan. Part-time employees are entitled to a pro-rated share of the portion normally allowed for full-time employees. This provision applies only to the difference between the cost of the family plan premium through another employer and the cost of the family plan premium through the District. The request for reimbursement must be made within six (6) months after completion of the school year in which the employee has incurred the cost. Any such reimbursement shall be paid within fifteen (15) days of receipt by the Treasurer of proof of payment by the employee or his/her spouse.

I. Workers' Compensation

1. All school employees are protected under the Workers' Compensation Law (O.R.C. §4123.01). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor immediately (within twenty-four (24) hours) and an application form as prescribed by the Bureau of Workers' Compensation shall be completed in the Treasurer's Office within seventy-two (72) hours of the injury. The employee may use unused sick leave in lieu of workers' compensation.

J. Opt-Out

A bargaining unit member who was covered by the medical and prescription plan effective May 1, 2013 may elect to opt out of the medical and prescription coverage provided by the Board of Education by completing a Board-prepared request form. A new employee employed on or after July 1, 2013 may also choose not to be covered under the medical and prescription coverage. If said employee makes such election prior to September 1, and opts out of medical and prescription coverage, the employee shall receive a payment of \$3,500.00. If the employee opts out of such coverage subsequent to September 1, the employee shall receive a prorated payment. Payment of said sum shall be made by September 30 of the year following the school year the employee opted out. If an employee opts back in due to a qualifying event as defined by the plan, the employee shall receive a prorated amount of the \$3,500.00 payment. To be eligible for this payment, the employee must submit the application during the school year in which they opt out of the subject coverage.

An employee who did not previously receive a \$3,500 payment and who was not covered by the medical and prescription plan effective May 1, 2013, and who does not have a spouse covered by the medical and prescription plan, shall receive a one-time payment of \$2,000. Part-time employees are not entitled to this payment/benefit.

K. IRS Section 125 Plan

The Board agrees to implement an IRS Section 125 Plan. The plan year shall begin September 1. The provisions of this plan will be in accordance with and in compliance with the IRS code and will include premium, medical spending and dependent care accounts.

L. Physical Examination

The Board shall provide for the required physical examination for bus drivers or pay up to Twenty-Five Dollars (\$25.00) for the examination.

ARTICLE XVII — EXPENSES

A. Mileage

Employees who use privately owned vehicles for school approved business will be reimbursed at the IRS rate per mile from the school to the point of destination or from their home during non-school hours to the point of destination. Mileage reimbursement forms are to be submitted to the Treasurer monthly.

B. Meals/Lodging

1. Reimbursement will be granted for meals and lodging if overnight stay is required as determined and approved in advance by the Superintendent.
2. Reimbursement for lodging will be limited to One Hundred Ten Dollars (\$110.00) for single accommodations and One Hundred Thirty-Five Dollars (\$135.00) for double accommodations if two (2) employees are authorized to attend the same approved meeting or event.
3. Reimbursement for meals per person will be limited to Six Dollars (\$6.00) for breakfast, Eight Dollars (\$8.00) for lunch, and Sixteen Dollars (\$16.00) for dinner, or for a total not to exceed Thirty Dollars (\$30.00) per day.
4. Reimbursement will not be granted for any alcoholic beverages.

C. Other Expenses

The necessary and actual costs of other expenses shall be reimbursed upon submission of proper evidence and providing the expenses are incurred in connection with legitimate job related duties.

D. Variations to Guideline Amounts

Costs in excess of the foregoing guidelines may be approved if lodging or meals at the location of a conference results in a variation or for other reasonable cause, providing the costs are necessary and actual.

ARTICLE XVIII — EXTENDED GROUP HEALTH INSURANCE COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 (“the Act”) provides for certain employees of the school district and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the school district. The policy shall state the Board’s policy and procedures concerning the compliance with, and implementation of, the Act. As a part of this compliance, the Board will contract with a Plan Administrator (an independent third party), who will coordinate the program and provide the notices which are necessary under the Act.

A. Initial Notices

1. The Plan Administrator must give a written notice describing the new extended coverage rights to all employees and spouses covered by the group health insurance plan at the time the new requirements become effective.
2. The Plan Administrator must give a written notice describing extended coverage rights to each newly covered employee and spouse at the time their group health plan begins. If a covered employee gets married following the effective date of this policy, it is the employee's responsibility to inform the Board. The Board will inform the Plan Administrator, who will then be responsible for providing the new spouse with the proper notice.

B. Notices Related to Event Triggering Continuation Coverage and Election by Beneficiaries

1. The Board is responsible for notifying the Plan Administrator, within thirty (30) days, of the death, separation of employment or reduction of hours (leading to less coverage) of an employee, and of an employee’s entitlement to Medicare benefits.
2. The employee or beneficiary is responsible for notifying the Plan Administrator of the divorce or legal separation of the employee and spouse and of the termination of eligibility of a dependent child.

3. The Plan Administrator must notify the affected employee and dependents of their extended coverage rights within fourteen (14) days after the Plan Administrator is notified of the event which could lead to loss of coverage.
4. The employee or dependent will be given a period of sixty (60) days after this notice is given in order to elect the extended coverage, with payment of any applicable premium costs back to the cessation of coverage.

C. Employee and Dependents' Rights Upon Loss of Coverage

1. The extended coverage offered to eligible employees and their dependents is the same coverage as that provided under the current group plan to "similarly situated" individuals who remain eligible for regular (i.e., non-extended) coverage.
2. If an employee incurs a termination of employment, whether voluntary or involuntary (other than for "gross misconduct"), or a reduction of hours which would result in loss of coverage, he/she will be offered the extended coverage (including extended coverage for dependents who would otherwise lose existing coverage) for up to eighteen (18) months.
3. If an employee's spouse or children who are covered as dependents under the group health plan would lose coverage because of the death of the employee, divorce or legal separation, or the employee's becoming eligible for Medicare, the spouse and children will be offered the extended coverage for up to thirty-six (36) months.
4. If an employee's dependent child, who is covered by the group health plan, ceases to be a dependent child under the terms of the plan, and thereby loses coverage, the child must be offered extended coverage for up to thirty-six (36) months.

D. Early Retirement Coverage

Extended coverage elected by an eligible employee or dependent will be terminated before the expiration of the relevant eighteen (18) or thirty-six (36) month period if the covered individual:

1. becomes covered by another employer-sponsored group health plan as a result of employment, reemployment, or remarriage;
2. becomes covered by Medicare; or
3. fails to pay for the coverage in advance on a monthly basis and providing the employee has received written notice that failure to make the required payment will result in the loss of coverage. Coverage shall not be terminated prior to the first day of the month following the failure to make payment.

E. Cost of Coverage to the Employees and/or Dependents

1. Eligible individuals who elect extended coverage will be charged one hundred and two percent (102%) of the cost of the extended coverage. The cost of the extended coverage is the cost for the same period of coverage for similarly situated employees or dependents who remain eligible for regular coverage.
2. The health care coverage to which this policy applies includes major medical, hospitalization and surgical, and dental insurance but does not include life insurance.

ARTICLE XIX — RETIREMENT

A. Severance

1. An employee under contract with the Board may elect, at the time of retirement from active service in the Newbury Local School System, to be paid severance pay. The amount of severance pay shall be based on the following formula for employees who combine service in Newbury with other recognized experience.
 - a. 10-24 years - Twenty-five percent (25%) of accrued but unused sick leave up to a maximum of forty-five (45) days for all retirements.
 - b. 25+ years or death - Fifty percent (50%) of accrued but unused sick leave up to a maximum of seventy-five (75).
2. The severance pay shall be based on the employee's rate of pay at the time of the retirement or death and shall be made only once to any employee.
3. To be eligible to receive severance pay benefits the employee must meet one (1) of the following criteria:
 - a. Have been employed ten (10) years with the State of Ohio, or any of its political subdivisions, with a minimum of five (5) of said years being in the Newbury School System, and declare his/her intent to retire by making application for retirement benefits to one of the state retirement systems and by submitting a resignation to the employing Board, together with proof to the Board's satisfaction of eligibility to receive said state retirement benefits.
 - b. Be at least fifty (50) on the effective date of the resignation with at least fifteen (15) years of service in the Newbury School District.

- c. Have died after having been employed ten (10) or more years with the Board, in which case payment shall be made to the employee's spouse, or, if there is no surviving spouse, to the employee's estate.
4. Payment for severance pay will be made the next full pay period twenty-eight (28) days following the date on which the retirement is to become effective. Each employee shall have the option to defer payment until the next January.
5. Severance payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee at the time of retirement.

B. SERS Pickup

The Board shall pay the employee's contribution to SERS, which shall be considered income for SERS purposes but not for tax purposes, by the salary reduction method effective with the first payroll after implementation.

ARTICLE XX — TUITION REIMBURSEMENT

- A. To maintain and further promote excellence in education, the Board of Education shall establish a special Professional Development Fund of Fifteen Thousand Dollars (\$15,000.00) per year for the purpose of assisting NEA certified and school support personnel to further their education in their field of study. This fund shall be shared by certified and school support personnel. A five-person Professional Development Committee composed of two administrators appointed by the Superintendent, one Board of Education member and two NEA members that have been appointed by the NEA President will approve coursework and administer this fund.
- B. Upon successful completion of the coursework, the NEA member will submit to the Professional Development Committee the necessary documentation (official transcript), the cost of tuition and a receipt of payment by July 1st of each calendar year. Successful completion of coursework will be defined when coursework has been completed with the grade/evaluation of C or higher. Pass/fail or credit-only coursework will be reimbursed upon receipt of course credit and receipt of payment. The Board will reimburse at a rate of seventy-five percent (75%) for graded coursework and for those courses taken on a pass/fail basis of the total cost up to Seven Hundred Fifty Dollars (\$750.00) per year, per employee, not to exceed Fifteen Thousand Dollars (\$15,000.00). If the total is more than Fifteen Thousand Dollars (\$15,000.00), then an equitable distribution of funds will be made based on a fractional cost of the undergraduate hours completed. Therefore, depending on the total requests for reimbursement, the amount each employee may receive could be less than Seven Hundred Fifty Dollars (\$750.00). If the Fifteen Thousand Dollars (\$15,000.00) is not expended, the fund may carry over a maximum of Five Thousand Dollars (\$5,000.00). Any dollars that accumulate over Twenty Thousand Dollars (\$20,000.00) will be redirected to the school District's general fund.

- C. By August 15th of the next calendar year, the Professional Development Committee will forward to the NEA President and the Treasurer a notification showing names, hours of education completed and the amount of payment to each NEA member. Each claimant will receive notification of the amount that he or she is to receive no later than September 30th.
- D. Reimbursement will then be made within three (3) pay periods after the August 15th date. Reimbursement will be made in the form of a separate check in the amount specified by the Professional Development Committee.

ARTICLE XXI — GRIEVANCE PROCEDURE

A. Basic Objective

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances on matters which have been negotiated. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance. All grievances must bear the signature of the NEA President/designee.

B. Definitions

1. A “grievance” means a complaint involving the alleged violation, misinterpretation, or misapplication of the terms of this Agreement between the Board and the NEA.
2. The term “grievance” shall not apply to any matter on which the Board is without authority to act under state law. (However, if this is in dispute, the grievance shall be processed.)
3. The “aggrieved” shall mean the employee, group of employees and/or the NEA making the complaint.
4. “School days” during the school term means days students are attending classes and during the period between the end of the spring semester and the beginning of the fall semester means week days Monday through Friday, except for holidays recognized by the State of Ohio as legal holidays.

C. Procedure

1. Level One

If an employee believes there is a basis for a grievance, the employee and representative shall first discuss the matter with the principal or immediate supervisor in an effort to resolve the matter informally. The aggrieved may

request consideration of the matter by the Labor-Management Committee and/or present a formal grievance in writing.

2. Level Two

If the matter is not resolved informally at Level One, the aggrieved may present a formal grievance in writing to the principal or immediate supervisor within twenty (20) school days after the alleged grievance. (See Appendix D for Employee Grievance Form) The principal or immediate supervisor shall, within ten (10) school days after receipt of the written grievance, render his/her decision in writing (See Appendix E for Grievance Disposition Form) to the aggrieved and the NEA. If the aggrieved and/or NEA is not satisfied with the response of the principal or immediate supervisor, a copy of the grievance may be submitted to the next level within ten (10) school days of receipt of the decision.

3. Level Three

The Superintendent or his designee shall, within ten (10) school days after the receipt of the written appeal, meet with the aggrieved and/or representative for the purpose of resolving the grievance. The Superintendent or his designee shall, within ten (10) school days after the hearing, render his decision in writing (See Appendix E for Grievance Disposition Form) with a copy to each of the following: the aggrieved, the principal, and the grievance chairperson of the NEA.

4. Level Four

If the aggrieved and/or the NEA is not satisfied with the disposition at Level Three, and the aggrieved requests in writing to the Superintendent within ten (10) school days of receipt of the written decision at Level Three, the grievance shall be referred to a committee of the Board for a hearing. Not later than ten (10) school days after such notice, the committee of the Board will meet with the aggrieved, the aggrieved's representative, principal, and Superintendent to hear the grievance and shall, within ten (10) school days after the hearing, render a decision. (See Appendix E for Grievance Disposition Form) By mutual agreement, Level Four may be waived.

5. Level Five

a. If the aggrieved, with the concurrence of the NEA, is not satisfied with the disposition of the grievance at Level Four, the NEA as party to the Contract may initiate arbitration by requesting a list of seven (7) arbitrators from the American Arbitration Association (AAA) within ten (10) school days of receipt of the Level Four decision or the agreement to waive Level Four. The arbitrator shall be selected using the alternate strike method. Which party must strike first shall be determined by the toss of a coin. Either party shall have the right to request a second list.

- b. The arbitrator shall render a binding decision. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The cost of arbitration shall be borne by the losing party.
- c. Within thirty (30) days of the arbitrator's decision, either party may file suit in the Geauga County Court of Common Pleas to seek judicial determination of the underlying dispute on its merits.

D. Stipulations

- 1. The temporary absence of the aggrieved, representative, immediate supervisor, or the administrator shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional school days.
- 2. All meetings shall be set at a mutually convenient time and place. The Grievance Chairperson of the NEA shall receive notice of each meeting held to resolve a formally filed grievance.
- 3. The fact that a employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the aggrieved, the NEA, or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having utilized the grievance procedure. Employees who must appear during the regularly scheduled employee day for any grievance hearing shall be given paid professional leave.
- 4. The aggrieved shall be entitled to be accompanied by a representative appointed by the NEA at any stage of this procedure.
- 5. A grievance may be withdrawn at any level by the grievant, without prejudice, and the matter cannot be reopened.

ARTICLE XXII — FAIR SHARE FEE

A. Implementation

Effective with the implementation date of this Negotiated Agreement, all employees shall hereafter be either members of the NEA or be required to pay a fair share fee to the NEA in accordance with O.R.C. §4117.09(C). Within sixty (60) days following employment, or in the case of current employees, thirty (30) days following the implementation of this Negotiated Agreement, the Board shall deduct from the pay of each employee who elects not to become or to remain a member of the NEA a fair share fee for the NEA representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the NEA work in the realm of collective bargaining. Only those fees required to be deducted in accordance with §4117.09 shall be deducted.

B. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one-hundred percent (100%) of the unified dues of the NEA, shall be transmitted by the NEA Treasurer to the Board on or about October 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board shall promptly transmit all amounts deducted to the NEA.

C. Schedule of Fair Share Fee Deductions

1. All fair share fee payers: Payroll deductions of such fair share fees, following the year of implementation of this Article, shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31, until the first paycheck following the sixty (60) day grace period for newly employed employees.
2. Upon termination of membership during the membership year: The Board shall, upon notification from the NEA that a employee has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each employee.

E. Rebate Procedure

The NEA represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C) and that a procedure for challenging the amount of the fair share fee has been established and will be given to each employee who does not join the NEA and its affiliates and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

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

G. Indemnification

The Newbury Education Association (NEA) on behalf of itself agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;
2. The NEA and its affiliates shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the NEA, its affiliates and its counsel at all levels of the proceeding, (2) permit the NEA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the NEA or its affiliates' application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE XXIII — MANAGEMENT RIGHTS

- A. The Board and Administration reserve all rights and powers conferred on them by law and reserve the right to use discretion in exercising such rights and to adopt, rescind or modify policies and rules in the course of exercising such rights, provided the exercise of such rights are not inconsistent with the terms of this Agreement.
- B. In the event that the exercise of Board rights affects wages, hours, and/or terms and other conditions of employment, such effects shall be bargained with the NEA in accordance with O.R.C. §4117.08 and/or the terms of this Agreement.

ARTICLE XXIV — LABOR MANAGEMENT COUNCIL

A Labor-Management Council consisting of the NEA President, building representatives, position representatives, District Superintendent, and administrative appointees will meet the first Monday in October if requested by either the NEA President or the Superintendent. At that time, dates for further meetings will be determined. Additional meetings may be held upon the request of the NEA President or Superintendent. Topics to be discussed will include terms and conditions of the contract that have been a problem for the Association or the administration.

ARTICLE XXV — DURATION AND INTENT OF AGREEMENT

This Collective Bargaining Agreement shall be effective July 1, 2013, and shall remain in full force and effect through June 30, 2014. If any provisions of this document shall be found contrary to law by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. All other provisions herein stated shall continue in full force and effect so long as they do not conflict with any local, state, or federal laws.

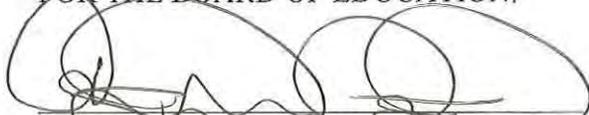
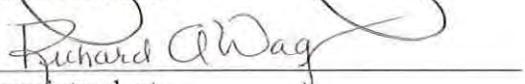
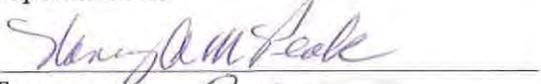
ARTICLE XXV — SIGNATURES TO AGREEMENT

WHEREAS, the undersigned persons representing the Newbury Local School Board of Education and the Newbury Education Association (School Support Personnel) have met, negotiated, and agreed to the provisions as set forth in this Collective Bargaining Agreement;

NOW, THEREFORE, this Collective Bargaining Agreement between the Parties is attested to by representatives whose signatures appear below.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 31st day of October, 2013, at Newbury, Ohio.

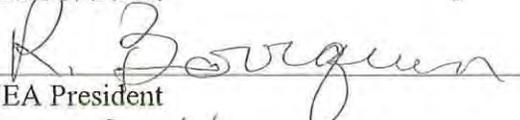
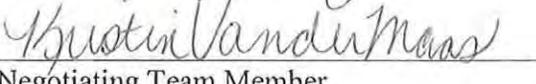
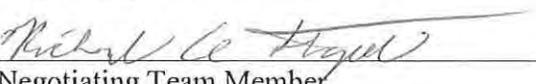
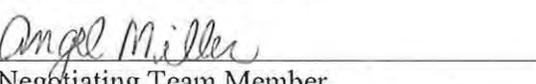
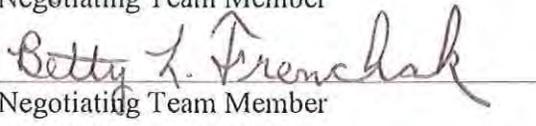
FOR THE BOARD OF EDUCATION:


Board President

Richard A. Wag
Superintendent

Treasurer

Negotiating Team Member

Negotiating Team Member

FOR THE NEA SCHOOL SUPPORT PERSONNEL:


R. Bourgeois
NEA President

Justin Vandermans
Negotiating Team Member

Michael LeFevre
Negotiating Team Member

Angel Miller
Negotiating Team Member

Betty L. Frenchak
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

**NEWBURY LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE**

WAGES EFFECTIVE JULY 1, 2013 2012											
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Secretarial	14.16	14.44	14.70	15.00	15.28	15.56	15.85	16.14	16.43	16.72	16.97
Cleaning/Cafeteria	11.27	11.51	11.82	12.12	12.34	12.66	12.98	13.26	13.49	13.80	14.10
Transportation	17.78	18.06	18.36	18.62	18.95	19.21	19.47	19.79	20.05	20.34	20.62
Aide	12.90	13.11	13.43	13.74	14.02	14.28	14.58	14.87	15.15	15.44	15.74
Custodial/Maintenance I	15.98	16.23	16.52	16.82	17.11	17.38	17.70	17.96	18.23	18.52	18.83

After the 10th Step, \$150 per year will be added to wages for each additional year.

**NEWBURY LOCAL SCHOOL DISTRICT
PERSONAL LEAVE FORM FOR EMPLOYEES**

Date _____

Employee's Name

School/Position

Date(s) of Personal Leave: _____
Month Day(s)/Date(s) Year

Each employee shall be allowed three (3) personal leave days each year. A maximum of ten percent (10%) of the bargaining unit members may use personal leave on the same day. Only one (1) personal leave day shall be permitted for purposes of rest, recreation, or vacation. No personal leave days shall be used to engage in gainful employment. Personal leave days requested the scheduled workday before or after a recess or in the first or last ten (10) days of the school year shall be granted in special circumstances only upon mutual approval by the Superintendent and NEA President.

I have read the personal leave provision of the Negotiated Agreement (Article III Section B) and hereby certify that the above personal leave will not be used for any of the prohibited reasons as stated above and is not covered by the sick leave provisions. Intentional falsification of a personal leave form may be grounds for employee termination.

Unrestricted leave

Date

Employee

Date

Principal or Immediate Supervisor

Date

Superintendent/Designee

(For Office Use Only)
PERSONAL LEAVE:

Credit: _____
Used: _____
Balance: _____

**NEWBURY LOCAL SCHOOL DISTRICT
CHILD-REARING LEAVE FORM**

(To be filed with the Superintendent as soon as possible but not later than two (2) weeks prior to the commencement of the leave.)

Name: _____ School: _____ Classification: _____

Check one of the following:

- 1. _____ I wish to take sick leave for reasons of pregnancy disability. I wish to remain out only for the period of disability as certified by my attending physician. I understand that I am entitled to return to my position and that I will be paid for all days off for which I have accumulated or advanced sick leave.

- 2. _____ I wish to take leave for reasons of child-rearing. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated. I also understand that except for my entitlement to pregnancy related disability sick leave, my child-rearing leave is unpaid.

Check one of the following: (If number 2 above is checked, then check either 3 or 4.)

- 3. _____ I wish to utilize sick leave for the period of disability as certified by my attending physician (must precede commencement of unpaid leave).

- 4. _____ I do not wish to utilize sick leave for the period of disability as certified by my attending physician.

Approximate beginning date of leave: _____

Approximate ending date of leave: _____

Employees should notify the Superintendent of Schools as soon as possible of the precise dates of each of the above in writing. Employees are reminded to review the contract between the Board and the NEA relative to notification dates, insurance benefits, etc.

Signature of Superintendent

Date

Signature of Employee

Date

Complete in duplicate: one copy to be retained by the Superintendent; one copy to be returned to the employee.

**NEWBURY LOCAL SCHOOL DISTRICT
NON-CERTIFICATED EMPLOYEE GRIEVANCE FORM**

This form should be prepared in duplicate, and signed by both the grievant and the Principal/Superintendent; each shall retain a copy.

Name of Grievant: _____

Date of Filing: _____

Building: _____

Assignment: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Grievant

Signature of NEA President

Signature of Principal/Superintendent

Date

**NEWBURY LOCAL SCHOOL DISTRICT
NON-CERTIFICATED EMPLOYEE GRIEVANCE DISPOSITION**

TO: _____ DATE: _____
Name of Grievant

This is to inform you that your grievance filed on _____ at Step _____ was
Date disposed of as follows:

Date of Hearing, if held: _____

Participants in Hearing: _____

Principal/Superintendent Signature

Copies are to be mailed to each participant.

**NEWBURY LOCAL SCHOOL DISTRICT
SCHOOL SUPPORT PERSONNEL APPRAISAL SYSTEM**

Employee Name _____

Evaluator _____

Position _____

Evaluation Date _____

APPRAISAL SCALE:

S = Satisfactory

U = Unsatisfactory

NO = Not Observed

NI = Needs Improvement

I. ABILITY/DEPENDABILITY

- ___ Is in attendance and prompt
- ___ Completes assigned tasks in a timely manner
- ___ Demonstrates skills needed to perform work
- ___ Demonstrates knowledge of methods/materials needed for job

II. STAFF RELATIONSHIPS

- ___ Maintains cooperative relationships with peers/other staff
- ___ Maintains friendly/cooperative relationships with students, parents, administration, and general public

III. ATTITUDE/APTITUDE

- ___ Maintains equipment and work area
- ___ Demonstrates concern for safety
- ___ Takes initiative to solve problems
- ___ Uses supplies judiciously
- ___ Demonstrates knowledge of appropriate state laws and school policy

IV. PERSONAL CHARACTERISTICS

____ Appropriate appearance

SUPERVISOR'S COMMENTS:

Date Reviewed _____

SIGNATURE OF SUPERVISOR

*

SIGNATURE OF EMPLOYEE

EVALUATEE'S COMMENTS:

DATE REVIEWED _____

SIGNATURE OF SUPERVISOR

*

SIGNATURE OF EMPLOYEE

*THE SIGNATURE OF THE EMPLOYEE INDICATES ONLY THAT THE EMPLOYEE HAS HAD THE OPPORTUNITY TO REVIEW AND RECEIVE A COPY OF THIS EVALUATION. THE EMPLOYEE MAY FILE A WRITTEN STATEMENT WITH THE EVALUATION.

**NEWBURY LOCAL SCHOOL DISTRICT
SUPERVISOR'S EMPLOYMENT RECOMMENDATION**

Employee _____

Date _____

Employee contract status:

Experience prior to this year:

- CONTINUING
- LIMITED

I recommend that the above-mentioned employee's contract:

- BE RENEWED WITHOUT RESERVATION
- BE RENEWED WITH RESERVATION*
- SHOULD NOT BE RENEWED

*Reservation as follows:

SUPERVISOR'S SIGNATURE

DATE

EMPLOYEE'S SIGNATURE

DATE

(THE EMPLOYEE'S SIGNATURE ONLY INDICATES THE EMPLOYEE HAS SEEN THIS FORM AND NOT THAT THE EMPLOYEE NECESSARILY AGREES WITH ITS CONTENTS)

NEWBURY LOCAL SCHOOL DISTRICT
FRINGE BENEFITS

HEALTH PLAN:

- Cigna -- \$1,300 deductible/family plan paid by employee after employer pays \$1,700
 -- \$650 bridge/employee plan paid by employee after employer pays \$850
 -- No copays on healthcare
 -- No copays on prescriptions
 -- No co-insurance
 -- No cost for wellness program
 -- Pays 100% after both deductibles are met

Employer Maximum Deductible Totals (Paid First):

Employee: \$ 850.00
 Family: \$1,700.00

Employee Maximum Deductible Totals:

Employee: \$ 650.00
 Family: \$1,300.00

effective September 1, 2013 through August 31, 2014

DENTAL PROGRAM	Newbury Local Schools
Dependent Age Limit	To age 19, 25 if student, removal at birthday
Annual Maximum	\$2,000
Deductible	\$25 Single/\$50 Family
Preventive Services (not subject to deductible)	100%, no deductible
Essential Services	80%, after deductible
Complex Services	80%, after deductible
Orthodontic Treatment – includes adults	60%, no deductible
Lifetime Maximum for Ortho	\$2,000