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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

BETWEEN

NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

NOBLE LOCAL
SUPPORT ASSOCIATION

August 1, 2013 through July 31, 2016

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ARTICLE I
PURPOSE

- 1.1 This Agreement is entered into between the Noble Local School District Board of Education (hereinafter referred to as the "Board"), and the Noble Local Support Association/OEA/NEA (hereinafter referred to as the "Association").

ARTICLE II
RECOGNITION

- 2.1 The Board recognizes the Association as the sole and exclusive bargaining agent for all regular non-teaching employees in the school district.

The following are excluded from the bargaining unit: all supervisory personnel, the executive secretary to the superintendent, treasurer, assistant to the treasurer, assistant EMIS coordinator, clerical assistant, substitutes, and seasonal groundskeeper.

Included in the bargaining unit are all full-time and regular part-time employees in the following classifications: master bus mechanic, bus mechanic, bus driver, custodian, maintenance/groundskeeper, head cook, cook, secretary to principal, teacher aides, nurse aides, library aides.

- 2.2 Supervisory employees shall not perform work normally done by bargaining unit employees, except when instructing or training employees or in case of emergency.
- 2.3 Should a new classification or position be created during the term of this Agreement, and should a disagreement exist between the parties concerning inclusion in the bargaining unit, the issue shall be submitted to the State Employment Relations Board (SERB) for resolution.

ARTICLE III
MISCELLANEOUS PROVISIONS

- 3.1 Discrimination and Coercion
There shall be no discrimination or intimidation by the Board or the Association against any employee as a result of or because of such employee's race, color, creed, sex, national origin, membership or nonmembership in the Association.
- 3.2 Drug-Free Workplace
- A. The Board shall adopt a policy which is in compliance with the Drug Free Schools & Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.

- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any activity or function sponsored by or related to employment. The employer shall provide an alcohol and other drug awareness program in accordance with Board policy.
- C. For the purposes of these provisions, the following definitions shall apply:
 - 1. "Drug abuse offenses" shall be defined as the unlawful manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances (drugs) and/or alcohol.
 - 2. "Work Place" is defined as any area or vehicle under the control of the Board or at any Board-sponsored activity regardless of location.
 - 3. "On duty" is defined as required attendance at the work place in accordance with the provisions of the Master Agreement regarding hours of work and the workday.
- D. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Master Agreement and applicable state law.
- E. Any bargaining unit member who is convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline pursuant to the terms of this Agreement and the provisions of the Ohio Revised Code.

3.3 Amendments

Any amendments to these collective negotiations procedures during the term of recognition shall be made only by mutual consent of the Board and the Association. Such consent shall be in writing and signed by both parties. Distribution of said amendment shall be via the envelope containing the payroll check.

ARTICLE IV MANAGEMENT RIGHTS

The Board reserves unto itself all rights provided by law which are not restricted by the specific written terms of this contract.

ARTICLE V
NEGOTIATIONS PROCEDURES

5.1 Negotiations may be initiated by either the Board or the Association notifying the other party in writing sixty (60) days prior to the expiration of the Agreement. Within fifteen (15) calendar days of the receipt of said notice, the first negotiations session will be held. Meetings shall not exceed two (2) hours in length unless mutually agreed upon by both parties, and shall be held at a time other than regular school hours. Negotiations meetings shall be in closed session unless otherwise mutually agreed upon by both parties.

5.2 Caucus

Upon the request of either party, the negotiations meeting may be recessed to permit a caucus, which may not exceed thirty (30) minutes.

5.3 Scope of Negotiations

Negotiable items shall be as defined in ORC 4117.08.

5.4 Representation

Representatives of the Board and the Association shall be limited to five (5) members each at the bargaining session. Neither party in any negotiations shall have any control over the selection of the other party. Each party shall designate a spokesperson to present items for consideration. Discussion will be open after items are presented. Each party shall have the right to have two (2) observers present.

5.5 Use of Consultants

Either party may use consultant(s) to assist them in negotiations.

5.6 Submission of Issues

Items proposed for negotiations shall be exchanged between both parties at the first negotiations meeting. Items must be written in contract language and all changes in wages, hours, and fringe benefits must be clearly stated. No additional items may be introduced for negotiations after the initial submission unless mutually agreed upon by both parties.

5.7 Exchange of Information

Prior to and during the period of negotiations or impasse provision, the Board and Association agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration. Other information shall be provided in accordance with State Law and/or Board policies.

5.8 Progress Report and News Releases

During negotiations, interim reports may be made to the Association by its representatives. News releases shall not be allowed unless mutually agreed.

5.9 Protocol

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

5.10 Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed at the time of agreement. Such initials on the official document shall be construed as tentative agreement by both parties on that item or issue, subject to final ratification by the Association and the Board of the entire agreement.

5.11 Upon reaching tentative contract agreement, said contract shall be submitted for ratification by the Association and adoption by the Board.

5.12 Good Faith Bargaining

“Good Faith” negotiations as provided for in this document includes, but not by way of limitation, reasonable positions on bargainable issues and indicates willingness to reach an agreement thereon; sound considerations of fiscal, professional, or administrative judgment in setting forth, evaluating, or declining to agree to proposals; a search for counterproposals to proposals not accepted; and, refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel the parties to agree to a proposal or to require the making of a concession.

5.13 Disagreement

In the event an agreement cannot be reached during negotiations, either party may have the option of declaring impasse.

Impasse is whenever the parties have stopped talking to each other at the negotiation table or after many bargaining sessions have been held and the position of parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by the parties.

The parties may jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. Should any costs occur for Federal Mediation and Conciliation Service, they shall be shared equally between the Association and the Board.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but shall not have the authority to extend the time limits of any existing agreement.

Mediation, as described in this Article, constitutes the parties' mutually agreed upon dispute settlement procedure.

Should an agreement not be reached as a result of mediation and the contract has expired, then the Association shall have the right to proceed in accordance with 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE VI

GRIEVANCE PROCEDURE

- 6.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
- 6.2 A "grievant" shall mean an employee, group of employees within the bargaining unit, or the Association itself alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. An Association grievance must involve the rights of the Association as an entity (i.e., must affect the rights of all members of the Association).
- 6.3 The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

The grievant shall receive fair and prompt treatment without fear of reprisal.

In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.

- 6.4 The Association shall receive written notice and be provided an opportunity to be present at any proceeding or hearing at which a grievance may be resolved.
- 6.5 If the grievance procedure is not initiated within twenty (20) working days after the aggrieved person or persons knew of the alleged violation, misinterpretation, or

misapplication upon which it is based, the grievance shall be considered waived. A "day" shall mean a working day.

A grievance may be withdrawn at any level without prejudice or record. Such withdrawal must be done in writing.

Copies of the documents pertaining to a grievance which has been filed shall not be placed in personnel files.

Copies of all written decisions of grievances shall be sent to all parties involved C the Association president, the grievant, the Superintendent, and the appropriate administrator.

Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and through designated officials of the Association.

6.6 Election of Remedies

A grievant shall not be denied his/her legal rights under the law. However, upon the filing of a complaint by the grievant or in the grievant's behalf in any court of competent jurisdiction demanding relief upon the identical matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed without prejudice.

6.7 Resolution of Grievances

Level One - Informal: Any employee having a grievance shall first discuss such grievance informally with his/her immediate supervisor. The problem shall have been discussed within twenty (20) working days after the alleged grievance occurred.

Level Two - Formal: If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal, or immediate supervisor. If such grievance is not lodged within ten (10) working days following the discussion at Level One, the grievance shall no longer exist.

The written grievance shall be on a standard form and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provisions of the written agreement allegedly violated, misinterpreted, or misapplied, and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the building principal or immediate supervisor. Such hearing shall be conducted within five (5) working days after the receipt of such request. The Association president and aggrieved employee shall be advised in writing of the time, place, and date of such hearing.

The building principal or immediate supervisor shall take action on the written grievance within five (5) working days after the receipt of said grievance or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies delivered to the employee, the Superintendent, and the president of the Association.

Level Three - Formal: If the aggrieved person is not satisfied with the answer provided at Level Two, he/she may, within five (5) working days after receipt of the supervisor's reply, request in writing that the Superintendent and Board Grievance Committee review the grievance. Such request shall be submitted to the Superintendent.

The Superintendent and Board Grievance Committee shall hold a hearing within ten (10) working days of receipt of the submission to Level Three.

The Superintendent and Board Grievance Committee shall review the grievance and give a written response to the aggrieved person and the president of the Association within five (5) working days after the hearing.

Level Four - Formal: The Association may, within fifteen (15) working days after the answer of the Superintendent and Board Grievance Committee, notify the Superintendent of its intent to submit the grievance to arbitration.

The arbitration procedures shall be as follows:

- A. Within five (5) days of notification to the Superintendent, the Association shall submit a request to the American Arbitration Association for a list of arbitrators. The arbitrator shall be selected pursuant to the voluntary rules of the AAA. Once selected, the arbitrator shall hold a hearing and render a decision within thirty (30) days of the close of the hearing. The hearing and proceedings shall be in accordance with the voluntary rules of the AAA.
- B. The arbitrator shall make his/her report and recommendations to the Board and the Association. This decision shall be final and binding upon the parties.
- C. The costs of the arbitrator's services shall be borne by the losing party. Should the arbitrator render a split decision, the costs shall be shared equally. If the parties settle a grievance prior to the arbitrator rendering a decision, the arbitrator's fee shall be split between the Board and the Association. The arbitrator shall determine who is the losing party.
- D. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the issue(s) submitted for

arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her opinion.

6.8 Time Limits

The number of days indicated at each step of the Grievance Procedure shall be considered to be a maximum unless extended by mutual agreement.

- A. If the time limits are not met by the grievant, the grievance shall be considered resolved, based on the decision of the previous steps.
- B. If the time limits are not met by the administration, the grievance shall be advanced to the next step of the procedure.
- C. The Superintendent may delegate other administrators or supervisors to serve in the absence of regular administrators or supervisors in order to comply with time limits.

ARTICLE VII
EMPLOYEE RIGHTS

The Board and the Association understand and agree that 3319.081 of the Ohio Revised Code pertains to the classified employees of the school district.

- 7.1 Newly hired regular classified employees, including hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one (1) year.
- 7.2 If such employees are rehired after the one (1) year contract, their subsequent contract shall be for a period of two (2) years. Any regular classified employee must work at least seventy-five (75) workdays in an employment year (July 1 to June 30) before the employee will be considered to have been employed for a one-year period under Revised Code Section 3319.081 or this Article. Thus, an employee is not eligible for a subsequent multi-year contract until completion of at least one (1) employment year (minimum of seventy-five (75) workdays).
- 7.3 If after the completion of the two (2) year contract provided in 7.2 of this Agreement the contract of such school employee is renewed, the contract shall be for a continuing period of time, and the hourly wage provided in the contract may be increased but not reduced unless such reduction is part of a uniform plan affecting the classified employees of the entire district, or the employee requests and is granted a reassignment to a job classification at a lower pay schedule.

- 7.4 All classified employees on a two (2) year or continuing contract of employment shall be notified on or before July 1 as to the hourly wage and other information required by 7.3 above. Such hourly wage shall not be lower than the hourly wage paid during the preceding school year unless such reduction is part of a uniform plan affecting the classified employees of the entire district.
- 7.5 Employee contracts may be terminated by a majority vote of the Board of Education only for violation of written rules and regulations as set forth by the Board of Education or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, nonfeasance, or the employee may terminate his/her contract by serving notice to the Treasurer of the Board thirty (30) days prior to the effective date of the termination.
- 7.6 Disciplinary Procedure
- A. Any disciplinary action affecting an employee, other than non-renewal or termination, shall be administered with the intention of improving the employee's performance. Toward that end, the Board agrees that whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate supervisor.
 - B. All disciplinary action, conferences, or verbal reprimands affecting bargaining unit members shall be administered in private.
 - C. In the event that an employee is to be disciplined, the Board shall provide the employee with a written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. The employee may, upon receiving a disciplinary notice, challenge the proposed action through the grievance procedure. Any grievance involving disciplinary action shall be submitted immediately to Level Four.
 - D. The employee may be represented by one member of the bargaining group and one field representative at any disciplinary interview, meeting, or hearing contemplated by this Article. If the bargaining unit member is unable to secure representation for such meeting or hearing, the meeting time will be extended twenty-four (24) hours to enable the employee to secure representation.
 - E. The Board and administration shall utilize progressive discipline prior to any action to terminate or non-renew an employee. No employee may be non-renewed, after renewal of the first limited contract, or terminated without just cause. The purpose of progressive discipline shall be to correct and improve an employee's unacceptable behavior. The severity of the employee's offense shall determine what type of progressive discipline is administered.

ARTICLE VIII
JOB DESCRIPTIONS

- 8.1 Job descriptions will be given to all employees at time of employment. It is the responsibility of every employee to be totally aware of his/her job description and to perform the job in accordance with the provisions of said job descriptions.
- 8.2 Prior to any change in any job description covered under this Agreement, there shall be a meeting with the employee, the Association representative, and the immediate supervisor to discuss possible changes. If there is a change in the job description, the current job description shall be properly amended and the employee and the Association shall receive a copy of the revised job description within ten (10) days of the effective date.

ARTICLE IX
SAFETY COMMITTEE

The Board recognizes the president of the Association or his/her designee as the safety representative and he/she shall notify the administration and/or Board of any unsafe conditions which may exist and make recommendations for correction of said conditions. The Board and the administration will consider the recommendations and follow up in a manner consistent with fiscal policy, degree of urgency, and relevant danger which exists.

ARTICLE X
WORKERS' COMPENSATION

- 10.1 All regular employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment.
- 10.2 When an employee is involved in any accident while performing assigned duties, it must be reported in writing to the immediate supervisor, building principal, Superintendent, and Treasurer on the date of the accident or the following day (with the understanding that circumstances may prevent strict adherence to this time line). Such report must give detailed information regarding said accident. An application may be filed with the Bureau of Workers' Compensation according to their rules and regulations.
- 10.3 Any employee may have the option of using sick leave and/or filing for available benefits under workers' compensation.
- 10.4 Any employee receiving workers' compensation benefits as a result of a work-related injury incurred while on duty as an employee of the school district shall continue to receive all Board-paid fringe benefits for a period not to exceed one (1) year from the date of injury. Disability retirement of said employee would void the Board's responsibility for paying fringe benefits on the date of such retirement.

Employee must establish eligibility for fringe benefits by presenting a written statement to the Board Treasurer obtained from the Bureau of Workers' Compensation.

ARTICLE XI
EMPLOYEE EVALUATION

- 11.1 Employees shall have the opportunity to read any material which is evaluative in nature and which is being placed in their personnel file.

Upon receipt of such, the employee shall read the evaluative material and sign one copy which will be placed in the employee's personnel file. Such signature does not mean that the employee agrees with the written material, rather it means that he/she has been given the opportunity to read it. A copy of such will be given to the employee.

The employee shall have the opportunity to make a written comment regarding the material. Such comment will be attached to the material and become a part of the official personnel file.

- 11.2 Each employee shall have the right, upon written request, to review the contents of his/her own personnel file.

Letters of reference are to be considered confidential and shall not be viewed by the employee.

An employee shall have the right to representation at any and all disciplinary hearings or actions and/or reviewing his/her personnel file. The immediate supervisor shall be present during such review.

- 11.3 Anonymous letters or materials shall not be made a matter of record.

ARTICLE XII
PHYSICAL EXAMINATIONS

- 12.1 Physical examinations required of employees as a condition of employment or as a part of their duties as outlined in their job descriptions shall be paid in full by the Board. Such examinations shall not exceed what is reasonable.

ARTICLE XIII
SENIORITY PROVISIONS

- 13.1 System seniority shall be defined as the uninterrupted length of continuous employment with the Board as computed from the employee's most recent date of hire. Date of hire shall mean the date the Board acted upon the employment of the employee.

- 13.2 Classification seniority shall be defined as the uninterrupted length of continuous employment with the Board, as computed from the first date of work in their present classification. An employee who transfers to a new classification shall retain but not increase the classification seniority earned while working in prior classification(s).
- 13.3 Only full-time regular employees working twenty (20) hours or more per week shall accumulate seniority.
- 13.4 Substitute employees, part-time employees, and casual employees shall not accumulate seniority.
- 13.5 The Board shall provide the Association with a complete seniority list at the beginning of each school year. The seniority list will also be posted in each building. Such list shall be updated and resubmitted to the Association and posted in each building prior to the implementation of any reduction in force.

ARTICLE XIV
SENIORITY BID SYSTEM

- 14.1 Whenever there is a vacancy or newly created position in the school district, notice of such open position shall be given to employees as per Section 14.2. A vacancy shall be defined as any newly created position, or positions left unoccupied as a result of transfer, termination, non-renewal, resignation, retirement or death. A position created by the Board shall be considered a vacancy and shall be posted and filled in accordance with this article after sixty (60) work days. The Board retains the right not to fill any vacancy.

The vacant position shall be awarded to the employee having the greatest classification seniority from among those employees who submit a bid from within the classification where the vacancy occurs.

If no employee from within the classification bids for the vacant position, the job shall be awarded to the employee who bids for the job having the greatest system seniority, provided said employee possesses the knowledge, skills, and aptitudes called for in the job description. The chain of transfers shall not exceed three (3), following the original transfer, by the Seniority Bid System.

An employee may hold more than one (1) bargaining unit position so long as the hours do not conflict and the total scheduled hours of the employee do not exceed eight (8) hours per day or forty (40) hours per week.

If the hours of the primary position and the secondary position are over eight (8) hours per day or forty (40) hours per week and an adjustment to the hours must be made, the affected employee, the Association President, and the Superintendent shall meet to discuss the adjustment in the hours to the primary and secondary positions which will then be voted on by the Noble Local Support Association Executive Committee for approval.

All secondary positions shall be offered to current bargaining unit employees first before any new employee applicants.

- 14.2 During the one hundred eighty-two (182)-day school year, all notices of vacancies or newly created positions shall be posted in each building staffed by school employees for a maximum of five (5) working days. During the summer, notices will be sent via district "all call" and email to all employees unless otherwise requested. The bid period will be extended to ten (10) working days during the summer from the date the notices are sent. All vacancies shall be sent or posted within ten (10) working days of becoming vacant. Vacancies shall be filled internally within ten (10) working days after the bidding procedure has closed.
- 14.3 Employees desiring an open position shall submit their bid to the appropriate administrator or supervisor within five (5) working days of the date the vacancy is posted during the 182-day school year or within ten (10) working days after the notices are sent to employees during the summer.
- 14.4 An employee awarded a vacancy in a different classification or position shall serve a probationary period not to exceed ninety (90) calendar days. If such employee's performance is unsatisfactory, he/she shall be reassigned to his/her former position with no loss of seniority at the wage where he/she would have been had he/she stayed in the former position. An employee awarded a vacancy in a different classification or position may, within the first ten (10) working days in the new classification or position, return to this former position with no loss of seniority at the wage where he/she would have been had he/she stayed in the former position. The employee in the former position will be transferred to his/her former position or reduced from the work force if he/she is a newly hired employee. If an employee is awarded a vacancy in a different classification, the employee will be placed on the pay scale at a step equal to or just below in pay from what the employee was earning in the prior classification.
- 14.5 The Notice of Vacancy and Bid Form shall be prescribed by the Superintendent. Such notice shall set forth the location, classification, time schedule, hourly wage, job description, qualifications, date of vacancy notice, deadline for submitting the bid, and person to whom the bid form must be submitted.
- 14.6 Substitute or casual employees are not entitled to bid.

ARTICLE XV **REDUCTION IN FORCE**

If a current bargaining unit member resigns or retires, the Board may elect not to replace that bargaining unit member if the elimination of the position does not impede the educational service programs of the school district as determined by the Superintendent and Board of Education.

It is the responsibility of the Board to maintain good public schools and to implement the educational interest of the school district and state.

In the event it become necessary to reduce classified staff due to abolishment of a position, lack of funds, lack of work, decreased enrollment, or building closures, the Board may make a necessary reduction. The following procedure shall govern such reductions: (Any position becoming vacant due to a successful bid or leave of absence may be filled on a temporary basis. Upon the return of the employee during a probationary period of ninety (90) days or from a leave of absence, the employee temporarily filling the position will be reduced without further procedure.) This provision does not apply to substitute employees.

- 15.1 Ten (10) workdays prior to the Board instituting such reductions in the classified staff, the Board shall meet with the Association to discuss these reductions.
- 15.2 The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position.
- 15.3 Whenever it becomes necessary to lay off employees for the reasons stated above, first, substitute employees, part-time employees and casual employees will be laid off, then affected employees shall be laid off according to classification seniority, with the least senior employee laid off first. Classification seniority shall be as defined in Article XIII.

In case two or more employees have identical classification seniority, the following criteria shall be used, in order, as tie breakers:

- (1) System Seniority, greatest
- (2) Application date, earliest
- (3) Drawing of lots, with Board and Union representatives present.

- 15.4 The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
 - A. Aides, to include Nurse's Aide
 - B. Bus Driver
 - C. Cooks
 - D. Custodians
 - E. Mechanics
 - F. Secretarial
 - G. Maintenance/Groundskeeper
 - H. Head Cooks
- 15.5 The Board of Education shall, upon the recommendation of the Superintendent, determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, probationary employees shall be laid off first.

- 15.6 Each employee to be laid off shall be given ten (10) days advance written notice of the layoff. Each notice of layoff shall state the following:
- A. Reasons for the layoff or reduction
 - B. The effective date of layoff
 - C. A statement advising the employee of his/her right of reinstatement from the layoff.
- 15.7 For the classification in which layoff occurs, reassignment or reinstatement shall be in the classification at the time of layoff. The Board shall prepare a reinstatement list and name of probationary employees. These employees shall be placed on the reinstatement list in reverse order of layoff. The names of all other employees shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired or any employee is reinstated from the probationary employee list.
- 15.8 Laid off employees shall have the right to bid on any vacancy. Should no employee from within the classification bid on the vacant position, the most senior employee on the layoff list from that classification shall be recalled. The employee shall be notified by Certified Mail addressed to the employee's last known address. The employee shall have ten (10) calendar days from the date of mailing in which to respond. It is the responsibility of the employee to notify the Superintendent of any change in address, phone number, etc. Any employee who fails to respond, or declines reinstatement, shall be removed from the appropriate reinstatement list. A copy of any recall notice shall be sent to the president of the Association.
- 15.9 The employee's name shall remain on the appropriate reinstatement list for a maximum of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority, and all rights related to wages and fringe benefits. Notice of reinstatement shall be made by certified mail.
- 15.10 No reduction of wage rate shall be made in an employee's wages in reassignment or reinstatement. If a wage rate is at an increase at the new assignment or reinstatement, the higher wage rate shall prevail unless there is an overall reduction of wages. If a wage rate is at a decrease at the new assignment or reinstatement, the lower wage rate shall prevail unless there is an overall increase of wages.
- 15.11 Upon reduction within a classification, the least senior employee(s) selected shall have the right to bump into a classification in which they were previously employed based on their seniority in the prior classification.
- 15.12 Employees on layoff and eligible to be recalled shall continue to accumulate seniority for the time they are laid off.

ARTICLE XVI
TRANSPORTATION GUIDELINES

- 16.1 Regular bus drivers will be paid for a minimum of four (4) hours per day (twenty (20) hours per week) in accordance with Article XXIX. This time shall include a daily twenty (20) minute pre-trip preparation and a daily twenty (20) minute post trip period.
- 16.2 The handicap bus driver will be compensated as a regular Noble Local bus driver. If the handicap driver is required to drive on days in addition to those driven by regular route bus drivers, the driver will be compensated for two and one-half (2 ½) hours. Any days driven in addition to the regular school year must be turned in on the proper forms in the pay period of the last day driven.
- 16.3 Extracurricular trips shall be defined as trips that are extra to the daily scheduled routes. Extra trips do not include those activities for which transportation means other than school buses have been selected by the staff member in charge of the activity, so long as no more than twelve (12) students are to be transported.
- 16.4 Extracurricular activities and field trips will be paid through the Board to the local district Treasurer at the following rates:

0 - 50 miles round trip	\$ 55.00
51 - 100 miles round trip	\$ 70.00
101 - 130 miles round trip	\$ 85.00
131 - 180 miles round trip	\$100.00
181 - 220 miles round trip	\$115.00
221 - 260 miles round trip	\$130.00
261 - 300 miles round trip	\$145.00
301 miles & beyond.....	\$160.00

Bus drivers will be paid at trip rate on the above scale, for each day involved in any extra-curricular trips defined as overnight trips. The administration shall be the sole determiner of whether buses will be kept overnight on extra-curricular trips.

- 16.5 The following activities/runs shall be posted for bid on a rotating basis at the start of each school year; (1) varsity football, (2) varsity basketball, (3) girls high school volleyball, (4) girls basketball, (5) wrestling, (6) activity runs (when they become available), (7) freshman basketball, (8) junior high basketball, (9) junior high volleyball, (10) junior high wrestling, (11) junior high football, (12) varsity track, (13) junior high track, (14) reserve football, (15) band trips, (16) vocational runs, (17) MH runs, (18) softball, and (19) baseball (20) pre-school (if scheduled) and any other run that becomes available. This posting and bidding for the purpose of this section shall be done at an open meeting of all the drivers during or prior to the first week of the new school year. All bids will be taken and awarded at that meeting.

When an activity/run conflicts with a driver's regular run, that driver shall have the option of taking the activity/run and a substitute driver will be called to take his/her regular run provided a licensed substitute is available to make the regular run. However, the driver shall suffer no loss of time for calculation of attendance bonus.

- 16.6 Scheduled field trips will be awarded on a rotating basis according to seniority to those drivers wishing to make such trips -- one field trip at a time. Any trip assignment required with less than forty-eight (48) hour notice to the transportation supervisor will be assigned at the sole discretion of the supervisor. All spring elementary field trips will be posted one week prior to the first scheduled field trip. The administration shall schedule an open meeting of all interested drivers when drivers are not assigned duties for the purpose of bidding all spring field trips.
- 16.7 Rotating basis shall mean that all drivers will have the opportunity to bid on activities/runs according to their seniority. All runs to be bid will be offered to the most senior driver, then to the second most senior driver until all drivers have had the opportunity to select and bid on one run. All remaining runs will then be offered to the most senior driver, then to the second most senior driver and so on until all runs have been bid. No driver may bid on any additional activities/runs until all drivers have had the opportunity to bid and take an extra activity/run.
- 16.8 When a field trip conflicts with a driver's regular run, that driver shall have the option of taking the field trip and a substitute driver will be called to take his/her regular run. However, the driver shall suffer no loss of time for calculation of attendance bonus (Article 28).
- 16.9 The following provisions will be in effect for driver(s) hired in the district after 7/1/95. For a driver to be eligible to store the bus at his/her place of residence, the number of extra miles driven per day shall not exceed ten (10) miles for A.M. run and ten (10) miles for P.M. run (extra miles shall be defined as being beyond those coming out of assigned storage). No driver that stores the bus at his/her place of residence shall be eligible to receive mileage reimbursement for more than ten (10) miles for A.M. run and ten (10) miles for P.M. run.
- 16.10 The Transportation Director will be responsible for making any and all decisions relevant to the total transportation program in the Noble Local School District that may arise during the course of a school term that may not be covered by this Agreement.
- 16.11 When reporting for an extra trip that has been cancelled without the driver being notified, the driver shall be paid for one (1) hour at the driver's regular hourly salary.
- 16.12 Any driver who bids for and accepts an extra trip may only refuse to drive the trip (turn the trip back in) by providing at least forty-eight (48) hours advance notice. This notice shall not be required in case of illness or an emergency.

- 16.13 If a bus trip is chartered, then any driver assigned to that trip pursuant to Article 16.5 shall be given the option to ride as a chaperone and be paid the rate specified in Article 16.4. If no driver is assigned, the trip shall be bid, and the winner shall have the option to ride as a chaperone.

ARTICLE XVII
ALCOHOL AND DRUG TESTING

This Article applies only to those individuals with a Commercial Driver's License. The Board will follow the federal statutes.

- 17.1 It is the policy of the Board that the public has the absolute right to expect persons employed by the Board will be free from the effects of drugs and alcohol. The Board, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Board.

- 17.2 Employees shall be prohibited from:

- A. Consuming or possessing alcohol at any time during or prior to the beginning of the bus run or anywhere on any Board premises or job sites, including Board buildings, properties, vehicles and the bargaining unit member's vehicle while engaged in Board business;
- B. Possessing, using, selling, purchasing, or delivering any illegal drug at any time and at any place;
- C. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking and which may affect the employee's ability to perform job duties.

- 17.3 When the management has reasonable suspicion to believe that:

- A. an employee is being affected by the use of alcohol; or
- B. has abused prescribed drugs; or
- C. has used illegal drugs,

The Board shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Board may also require the employee to randomly submit to alcohol or drug testing.

- 17.4 Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the Board shall provide the employee with a written notice setting forth

the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

- 17.5 The Board will provide transportation to the licensed medical facility to obtain bodily fluid or material samples.

In conducting the testing authorized by this Agreement, the Board shall:

- A. Use only a clinical laboratory or hospital facility which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and a laboratory designed by the Board will conduct the required testing of samples.
- B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee.
- D. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- F. Provide the employee tested with an opportunity to have the sample tested again by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the Board within forty-eight (48) hours of receiving the results of the test.
- G. Require that the laboratory or hospital facility report to the Board that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Board inconsistent with the understandings expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the Board will not use such information in any manner or form adverse to the employee's interests.

- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration that exceeds the standards in the Ohio Revised Code for Driving while under the Influence of Alcohol or intoxicants (D.W.I.) or those standards mandated by the Omnibus Transportation Employee Testing Act of 1991 shall be considered positive.
 - I. Provide each employee tested with a copy of all information and reports received by the Board in connection with the testing and the results.
 - J. Make every reasonable effort to preserve the confidentiality of any employee who submits to testing.
 - K. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.
 - L. Compensate the employee at the sub rate of pay for all time spent in completing the drug testing procedure. An employee who is assigned to complete the drug testing procedure instead of performing his/her assigned bus run shall not suffer any reduction in wages if the drug testing procedure takes less than his/her scheduled run time.
- 17.6 If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.
- 17.7 The Board shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Board may require reassignment of the employee with pay if he/she is unfit for duty in his/her current assignment if an assignment is available. The foregoing is conditioned upon:
- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
 - B. The employee discontinues his/her use of illegal drugs or abuse of alcohol;

- C. The employee completes the course of treatment prescribed, including an “after-care” group for a period of twelve (12) months;
 - D. The employee agrees to submit to random testing during the hours of work during the period of “after-care.”
- 17.8 Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Board to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing the duties of his/her position or whose continuance on active status would constitute a direct threat to the property and safety to others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or taken an unpaid leave of absence pending treatment.

ARTICLE XVIII
EQUAL OPPORTUNITY

- 18.1 The Board and the Association agree that the Noble Local Board of Education shall insure equal employment and equal educational opportunities regardless of race, color, creed, national origin, disability, or sex, in compliance with state directives and federal recommendations.
- 18.2 Uniform Treatment

There shall be no discrimination or intimidation by the Board against any employee as a result of their membership or non-membership in the Association.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

- 19.1 Standard Work Week: Begins 12:01 A.M., Sunday, ends 12:00 midnight, Saturday.
- A. All employees who work eight (8) continuous hours per day shall be entitled to two (2) paid fifteen (15) minute daily break periods and one-half (1/2) hour for lunch.
 - B. All employees who work four (4) or more continuous hours but less than eight (8) hours per day shall be entitled to a paid one-half (1/2) hour for lunch which shall be included in their assigned work day and one (1) fifteen (15) minute break.
- 19.2 The Board and the Association will abide by the standard work week of forty (40) hours. Overtime will be paid at the time and one-half rate for any time beyond forty (40) hours in one week and any time beyond eight (8) hours in one day.

- 19.3 Compensatory time off, excluding time earned working events not billed to the general fund, shall be granted, at the appropriate rate, in lieu of overtime payment upon request of the employee. The taking of compensatory time must be submitted in writing forty-eight (48) hours in advance and shall be used prior to and not carry over into, the succeeding contract year, and must be approved by the immediate supervisor. When an emergency arises, the forty-eight (48) hour notice shall be waived.
- 19.4 Full-time employees regularly assigned to work less than eight (8) hours per day shall be afforded the opportunity to work up to eight (8) hours per day before substitutes are assigned. Upon prior approval of a building supervisor, if an employee subs in a different classification, they will get paid at the rate of minimum wage per hour.
- 19.5 When computing hours worked, holidays, sick leave days, and staff leave days shall count at a regular workday.
- 19.6 Saturday, Sunday, and Holiday Work (drivers excluded)
- Employees called in to work on Saturday, Sunday, or holidays shall be guaranteed a minimum of one (1) hour worked and shall be compensated at the rate of time and one-half (1 1/2X) their regular rate of pay for such hours worked on Saturday; at double time (2X) their regular rate of pay for such hours worked on Sunday; and at time and one-half (1 1/2X) their regular rate of pay for such hours worked on a holiday in addition to their regular holiday pay. Total time worked in a given workday above will be figured upward to the nearest one-half (1/2) hour. All Saturday work shall be compensated at time and one-half (1 1/2X) the employee's regular rate. All Sunday work shall be compensated at double time (2X) the employee's regular rate. All holiday work shall be compensated at time and one-half (1 1/2X) the employee's regular rate in addition to their regular holiday pay. Any of the preceding work time may, at the employee's option, be taken as compensatory time rather than pay. The taking of compensatory time must be agreed to, in writing, by the immediate supervisor.
- 19.7 A. Employees who work on any of the first five (5) calamity days of a particular school year shall be paid their calamity day pay and compensatory time off, or calamity day pay and regular hourly wages for all time worked on that day not to exceed a total of five (5) days per year. Compensatory time is to be granted and used according to Section 19.3.
- B. After the passage of the first five (5) calamity days, two hundred sixty (260) day employees required to report to work on any day school is closed due to a weather emergency will use all due caution and report as they are able. Employees who report to work will receive their regular compensation for the day.
- 19.8 Call-in time: Employees called to work earlier than scheduled in their workday or after their workday has been completed shall be guaranteed a minimum of one (1) hour worked and shall be compensated at the rate of time and one-half their regular rate of pay for such hours worked beyond eight (8) hours in one day (drivers excluded).

- 19.9 Work Schedule: Employees will be scheduled to work specific hours as assigned by their immediate supervisor, the Superintendent, or the Board. Deviation from assigned work schedule must have prior approval of the immediate supervisor. Should there be a change in work schedule, the following shall prevail: Shift change C preference shall be given to the employee with the most seniority in the local school district. Any employee required to work beyond his/her regular scheduled hours shall be compensated for all additional time worked rounded up to the next half hour.
- 19.10 Work Site: The work site(s) of an employee will be set into a routine for a given year; however, the Superintendent reserves the right to assign an employee to a different work site on a temporary basis (not to exceed sixty (60) calendar days) with no loss of hourly wage.
- 19.11 Overtime work on Saturday, Sunday or holidays shall be rotated as equally as possible within each classification in each building.
- 19.12 Any time worked by cooks or head cooks for outside agencies over their regular scheduled shift shall be compensated at time and one-half of their regular rate of pay. Saturday, Sunday, and holiday pay shall be as set forth in 19.6. Outside agency means any organization or group other than the Board. This provision shall apply whether the cook has worked or not worked his/her regular shift.
- 19.13 During the summer months, employees may work four (4) ten (10)-hour days with the approval of the building principal or immediate supervisor. One (1) employee from those working the four (4) ten (10)-hour shifts shall be assigned to Friday work on a rotating basis. For safety reasons, at least two custodians shall be assigned to work in each building each day.
- 19.14 A School Calendar Committee shall be established consisting of three (3) members from the Noble Local Classroom Teachers Association, three (3) members of Noble Local Support Association and three (3) members of the combined administration/Board of Education members. No more than two (2) Board of Education members shall serve on the committee at one time. The committee shall meet at least once (1x) per calendar year and make recommendations to the Board of Education for the upcoming school year calendar. The Board of Education shall have the discretion to accept or reject the recommendation.

ARTICLE XX **SICK LEAVE**

- 20.1 Each classified employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month employed. Unused sick leave is cumulative to two hundred forty-five (245) days.

- 20.2 A classified school employee who transfers from one public agency to another within five (5) years of their prior public employment shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. Such will be only according to public agency as defined in Ohio Revised Code (sick leave).
- 20.3 A classified employee shall furnish a written signed statement on forms prescribed by the Board of Education to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of attending physician and the dates when he/she was consulted. Furthermore, if any employee is absent from his/her assigned duty due to illness for more than five (5) consecutive days, the Board could require a statement from his/her attending physician to be furnished by the employee verifying this extended sick leave.
- 20.4 The number of sick leave days advanced to new employees and employees who have exhausted their sick leave shall be five (5) in number each year, not to exceed what can subsequently be accrued during the employee's current year. The provisions of ORC 3319.141 shall prevail.
- 20.5 A classified employee may use sick leave upon approval of the responsible administrative officer of the employing unit for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family.
- A. The immediate family is interpreted to mean father, mother, sister, brother, spouse, child, stepparent, grandchild, grandparent, brother or sister-in-law, mother or father-in-law, legal guardian, other person living in the immediate household, and loco parentis.
 - B. Death outside the immediate family (as in "A" above), one (1) day per school year may be charged to sick leave.
 - C. Sick leave used for bereavement shall not be counted against the attendance bonus in Article 29.6. Sick leave may be advanced for bereavement purposes as per Article 20.4.
 - D. Sick leave granted in accordance to Ohio Revised Code Section 124.38 and 3319.141.

20.6 Sick Leave Bank

If an employee will exhaust all of his/her accumulated leave for the remainder of the school year due to catastrophic illness, or injury of the bargaining unit member or bargaining unit member's spouse, children, or parents as determined by the individual's physician, and additional days are still needed, then he/she may request through the

Association that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. These additional limitations will apply to this paragraph:

- A. It cannot be used if the bargaining unit member has applied for disability retirement;
- B. No more days can be given than needed by the bargaining unit member to serve out the regular school year, only that school year;
- C. The bargaining unit member must exhaust his/her own leave days;
- D. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;
- E. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment;
- F. The total number of transferred days a bargaining unit member can use is forty (40) in one school year;
- G. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;
- H. The Sick Leave Bank Committee shall consist of the NLSA president, two (2) members appointed by the NLSA, the Superintendent, and two (2) persons appointed by the Superintendent. All decisions of the Sick Leave Bank Committee require a majority vote. All decisions are final and not grievable.

ARTICLE XXI
LEAVES OF ABSENCE

- 21.1 Application for a leave of absence shall be made at the employee's discretion. The application shall be made in writing to the Superintendent.
- 21.2 Employees may, under conditions specified herein, be granted up to two (2) years leave of absence for military service, maternity, dependent care, and educational or professional advancement. Employees shall be granted leave of absence for illness and disability.

21.3 Only the Board of Education may authorize such leave upon the recommendation of the Superintendent and within the provisions of the Ohio Revised Code governing such leave.

21.4 Employees on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service; however, time spent on such leaves shall not constitute seniority.

21.5 Application for Reinstatement

In all cases of leaves of absence, the employee shall give written notice of his/her intent to return to the former position no later than 4:00 P.M. on the first day of April immediately prior to the expiration of the leave. Exceptions shall be on medical leave which shall provide a thirty (30) day notification of intent to return according to the provisions of 21.8 below.

21.6 Upon returning to work, such employee shall be assigned to his/her former position provided it is in existence. If the position does not exist, the employee shall be assigned to a position in the same or similar classification, hours, and pay range.

21.7 Failure to report to duty following the expiration of the leave of absence, unless additional absence is authorized, may be considered by the Board as termination of contract by the employee.

21.8 Leaves

Upon exhausting sick leave, an employee who is granted a medical leave of absence shall have his/her insurance premium maintained for a period not to exceed six (6) months. This provision shall not apply more than one (1) time in any two (2) year period effective beginning date of contract. This leave shall substitute for family and medical leave as provided by law in the year that it applies.

21.9 Pregnancy Leave

A pregnancy leave may be granted without pay. Disability or sick leave benefits will be paid only during the actual period of physical disability as determined by the attending physician in a written statement to the Treasurer. Accumulative seniority will be in effect during pregnancy leave. Board-paid insurance premiums will not be in effect in pregnancy leave without pay.

Employees on medical leave of absence shall continue to accumulate seniority while on such leave and the provisions of 21.4 shall not apply.

21.10 Short-Term Leave Without Pay

If an employee takes leave without pay for more than five (5) days in any contract year, an amount equal to one's Board-paid fringe benefit premiums will be deducted from the employee's pay for each day of unpaid leave beyond the fifth (5th) day.

Employees currently employed as poll workers on election days may continue such practice according to the above provisions.

No unpaid leave will be granted employees to work elsewhere.

21.11 Jury Duty Leave

When it becomes necessary for an employee to accept jury duty, the employee may retain his/her jury duty pay and shall be paid his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

21.12 Assault Leave

A. An employee who is required to be absent due to physical disability resulting from an assault related to the performance of the employee's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) working days upon delivering to the Treasurer a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer. Such statements will indicate the nature of the injury, the date of occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s).

If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

B. Full payment for assault leave, less workers' compensation and any other Board-provided financial remuneration, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.081.

C. This paid leave shall entitle the employee to return to his/her position with the employer at the rate of pay to which he/she would be entitled as if he/she had been working the entire length of absence.

D. All Board-paid insurance premiums shall be paid by the employer during such leave, until the leave provision no longer applies as in E. below.

- E. Where the employee exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the School Employees Retirement System because of any disability or because of age, or where the employee's employment by this district ceased, this leave provision shall no longer apply.

ARTICLE XXII **PERSONAL LEAVE**

22.1 Qualification

Personal leave is not qualified by any intent or purpose except as in 22.3 below.

22.2 Authorization

Each employee shall be authorized three (3) days of personal leave each school year. Unused personal leave may accumulate as per Article 29.6 B.

An applicant for personal leave is required to use the application form provided by the Board. Such application shall be submitted to the building principal or immediate supervisor forty-eight (48) hours in advance, if possible.

22.3 Restrictions

Personal leave shall not be used as a means of making any additional income by being paid by another employer.

No more than ten percent (10%) of the non-certified staff shall be on personal leave at one time except in an emergency. This will be determined on a seniority basis.

ARTICLE XXIII **RETIREMENT PAY**

- 23.1 The Board shall at the time of employee's actual eligibility for retirement under the SERS, grant retirement payment for one-fourth (1/4) of the employee's unused sick leave to a maximum of sixty-one and one quarter (61 ¼) days.

- 23.2 The Treasurer of the Board shall determine the current daily rate of pay by dividing the actual number of days in the yearly work calendar for said employee into the annual wage of the employee, but shall not include supplemental wages or overtime pay into the calculation, and further, that all twelve (12) month employees shall have their daily rate

determined by using two hundred sixty (260) days as the actual number of days of service. Retirement must be validated by the SERS to the Treasurer in the form of presenting a retirement check as evidence of retirement before the Treasurer will be authorized to pay the retirement claim.

- 23.3 For all remaining days of sick leave beyond the paid retirement days, the Board will pay fourteen dollars (\$14.00) per day.
- 23.4 Eligibility for retirement pay must be established by accumulating five (5) successive years of service within the school district, prior to actual SERS retirement. A year shall be a minimum of one hundred twenty (120) days.
- 23.5 In the event of the death of an employee, said employee's retirement pay shall be paid into the employee's estate, or as otherwise provided by law, in the full amount earned, and according to all other terms of the retirement pay policy.

ARTICLE XXIV
PAID HOLIDAY SCHEDULE

- 24.1 Classified personnel shall receive pay for the following non-working days:
 - A. New Years Day (all employees)
 - B. Martin Luther King Day (all employees)
 - C. Presidents' Day (all employees)
 - D. Friday before Easter (12-month employees)
 - E. Memorial Day (all employees)
 - F. Independence Day (12-month employees)
 - G. Labor Day (all employees)
 - H. Veterans' Day (all employees)
 - I. Thanksgiving Day (all employees)
 - J. Friday after Thanksgiving (12-month employees)
 - K. Last working day before Christmas (12-month employees)
 - L. Christmas Day (all employees)
 - M. Next working day after Christmas or New Year's Eve Day (12-month employees)

ARTICLE XXV
PAID VACATION

- 25.1 Vacations will be granted to twelve (12)-month employees at the approval of the immediate supervisor, building principal, and/or the Superintendent. Twelve (12)-month employees may use vacation time during fair week. At least one (1) custodian per building must remain on duty over Christmas break or during fair week (*i.e.*, vacation is not permitted). Vacations must be requested in writing to the immediate supervisor or

building principal, and will be considered for approval on a seniority basis. Vacation days shall not be cumulative beyond the first Monday in September immediately following the year in which it was earned. Vacation time for eleven (11) and twelve (12) month employees will be granted accordingly.

Bus mechanics may take vacation at any time during the year with the approval of the Transportation Supervisor.

- A. Ten (10) days annually through the first seven (7) years.
- B. Fifteen (15) days annually for eight (8) through fourteen (14) years.
- C. Twenty (20) days annually for fifteen (15) through twenty (20) years.
- D. After twenty (20) years of employment, one (1) additional day per year up to five (5) days.

Eleven (11) month employees are defined as working 240 days, including paid holidays.

- 25.2 Paid vacation for partial years, such as new employees, retirement, or resignation will be prorated on a per diem basis.
- 25.3 No more than two (2) employees may be granted vacation at the same time while school is in session. Vacation will be considered for approval on a seniority basis.
- 25.4 Any employee who may be hospitalized, or may have a death in the family while on vacation, may request sick leave time in place of vacation time. Such request must be in writing and will require the approval of the Superintendent.
- 25.5 If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's earned vacation days. Five (5) workdays constitutes one (1) week's vacation.
- 25.6 In the case of the death of a classified employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2213.04 of the Revised Code, to his/her estate.
- 25.7 Annually, an employee may elect to carry over up to five (5) unused vacation days. The five (5) carry-over days must be used during the next contract year. The election will be made by notifying the treasurer in writing prior to August 15th of any given year.
- 25.8 Nothing herein shall prevent an employee from using vacation in lieu of sick or personal leave.

ARTICLE XXVI
RIGHTS OF ASSOCIATION

26.1 Leave To Attend Meetings and Conferences

The Board shall authorize a total of three (3) days with pay per year to the Association President and/or designee to serve on programs or in any official capacity at Association meetings, conferences, conventions, or perform Association duties.

A written notice specifying the name of the employee attending the conference, convention, meeting, or program shall be furnished by the Association two (2) weeks in advance of the period desired, if possible.

26.2 Use of Bulletin Boards

The Association shall be permitted use of the bulletin boards in each school building, administration building, bus garage, or other Board-owned buildings.

26.3 The Association shall have the right to use school facilities and equipment for purposes related to collective bargaining and contract administration. The Administration shall observe all applicable Board policies and administrative regulations in regard to such use. Association use of school facilities and equipment shall be approved only when it does not interfere with or disrupt normal school operations.

26.4 Association representatives may transact Association business on school property before or after a bargaining unit member's regular workday or during his/her lunch or other break. All visitors, including Association representatives, must report to the building office before transacting business.

26.5 When the Board prepares a staff directory for distribution to the staff, it shall also provide the Association president with a copy.

26.6 The Association will be notified of any special Board meetings or change in any regular meeting at the same time the news media is notified.

26.7 An Association representative will be afforded an opportunity to speak at Board meetings during the time reserved for public discussion.

26.8 The Treasurer of the Board shall provide to the Association at no cost copies of meeting agendas and official Board minutes. Once each school year, the Treasurer will provide the Association at no cost copies of the Official Certificate of Estimated Resources, the Permanent Appropriations Resolution, Treasurer's Year-End Report (June), the latest monthly report, and the current tax budget.

26.9 Negotiation meetings, grievance hearings, and/or other meetings shall be conducted outside the workday to the extent possible. If the Board requests Association representatives to meet during the workday, there shall be no loss of pay or benefits as a result of participation in the meeting.

26.10 Dues Deduction

- A. Dues deduction authorizations shall continue until properly revoked and the Board of Education shall not honor dues deduction revocations for any employee except as provided herein. Such deductions shall be made in nine (9) equal installments beginning in September and ending in May.
- B. The Board shall deduct dues from the pay of employees that are members of the Association upon receipt from the Association of written authorization executed by the employee for that purpose and bearing his/her signature. Provided, however, that any employee shall have the right to revoke such authorization by giving written notice to the president of the Association during the thirty (30) calendar days prior to the expiration of this Agreement. All members of the bargaining unit have the option of receiving their pay through direct deposit.
- C. Waiver of Liability Clause C If for any reason the Board fails to make a deduction for any employee as for above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee or the Association. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process. The Board agrees to cooperate fully in correcting any and all errors.
- D. Monthly payroll deductions shall be forwarded to the Treasurer of the Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.

26.11 Fair Share Fee

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the

Treasurer of the Board on or about September 15 of each year during the term of this contract for the purposes of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for newly-employed bargaining unit members until after sixty (60) days, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the 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 further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

G. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

H. Indemnification of Employer

The Association on behalf of the OEA and NEA agrees to indemnify and hold harmless the Board, its employees and agents 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 employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel at the expense of the Association to represent and defend the employer, however, in all events the Board reserves the right to select counsel to represent its interest at Board of Education expense in any matter;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association 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 XXVII
FRINGE BENEFITS

The fringe benefits listed below are provided to all regular, full-time employees under contract with the Board. Less than 4-hour per day employees, casual, or part-time employees, or employees not holding a regular contract are not eligible for fringe benefits. Such is to be stipulated at time of employment. Enrollment is permitted for new employees during the year.

27.1 Life Insurance

Effective as of the date the first premium is submitted, the Board shall provide a \$20,000 term life insurance policy for all eligible employees, and the Board shall pay one hundred percent (100%) of the premium. Effective with the 09 - 10 contract year, the Board shall provide a \$30,000 term life insurance policy.

27.2 Hospitalization/Major Medical

The employee shall pay \$45.00 for single coverage or \$90.00 for family coverage and the Board shall pay the remainder of the premium for medical and hospitalization insurance for all regular employees under contract scheduled to work twenty (20) hours or more per week who enroll in the program. Only one policy will be provided per family employed by the District. The family members will inform the Treasurer in writing as to which employee will be covered. The medical and hospitalization insurance plan for eligible employees will be provided through the Ohio Mideastern Regional Educational Service

Agency ("OMRESA") Health Benefits. Employees regularly scheduled to work less than twenty (20) hours per week, casual, or part-time employees and employees not holding a regular contract are not eligible.

The Board reserves the right to change carriers or coverage at any time in order to obtain the most cost-effective coverage for the district as long as substantially the same or better coverage overall is provided.

During the term of this Agreement, a committee of six (6) employees with half appointed by the Board of Education and half appointed by the Noble Local Support Association in conjunction with the Noble Local Education Association will be jointly formed to gather information and data on the subject of health insurance and make recommendations to the Board. The Committee will be jointly chaired by a representative of the Associations and a representative of the Board and will be vested with the power to: review health insurance options and providers, investigate problems and concerns with the present providers, request studies and information as necessary to carry out the Committee's purpose; and interview potential health insurance providers in accordance with Board policy. The Committee will report findings and recommendations for any changes to the Board and the Association president.

27.3 Annuity Program

The Board shall, at no Board expense other than clerical, make provisions for payroll deductions for employees who are enrolled in the sheltered annuity programs. Any program in addition to those currently in effect must have a minimum of five (5) enrollees before the Board will provide for payroll deduction.

Each employee shall have the responsibility to determine that the employee's payroll deduction for tax sheltered annuities does not exceed the maximum amount provided under the Internal Revenue Code and regulations applicable thereto, and shall not seek any payroll deduction in excess of that amount. Each employee, upon request of the Treasurer, shall provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

27.4 Dental Insurance

The Board shall provide the current dental insurance program or the equivalent for all eligible employees who enroll in the program.

27.5 Vision Insurance

The Board shall provide the current vision insurance program or the equivalent for all eligible employees who enroll in the program. Effective August 1, 1994, the Board shall provide vision insurance to employees regularly scheduled to work twenty (20) or more hours per week, paying a maximum of ten dollars (\$10.00) of the total monthly premium. Casual or part-time employees are not eligible employees.

27.6 Enrollment in fringe benefits shall be continuous until employee withdraws in writing to the Treasurer of the Board.

In case of an emergency, e.g., loss of benefits provided by spouse, employees shall have the option to enroll in fringe benefits at any time. If the insurance carrier will not agree to such enrollment, the Board has no further responsibility.

27.7 Travel Reimbursement

Employees shall be reimbursed for the use of their personal vehicle to conduct school business to which they have been assigned. Such reimbursement will be on a mileage basis as set by the Board at the January meeting of each year.

Rules and regulations for claiming mileage shall be set by the Superintendent or his/her designee.

27.8 Uniform Allowance

The Board shall reimburse the mechanics two hundred dollars (\$200), cooks, maintenance and custodians one hundred dollars (\$100.00) for clothing or shoes after the employee has been employed for sixty days. This uniform allowance shall reimburse employees only for outer items of clothing and specialized shoes necessary for and worn solely at work. Such payment shall be made after submitting a receipt to the Treasurer's office.

- 27.9 United Way or Other Charitable Foundation: If at least five (5) members elect to make a charitable donation to the United Way or any other charitable foundation, the Board shall provide the option of doing so by payroll deduction.

ARTICLE XXVIII
GENERAL PROVISIONS

- 28.1 Afternoon and night shift custodians shall be paid on the Thursday during the week in which there is a payday.
- 28.2 Time sheets will be used only for extra duty or casual duty, and must be approved by the immediate supervisor prior to payment.
- 28.3 Whenever a school building is in use for games, dances, plays, concerts, banquets, or rental, there shall be a custodian on duty, provided a regularly assigned custodian is not resent. Practices involving school groups under the direct supervision of a coach, advisor, or regular employee or designee will not require custodial duty unless deemed necessary by the building principal. Staff meetings, parent meetings, or other meetings called by the administration will not require custodial duty unless deemed necessary by the building principal.
- 28.4 Whenever a kitchen is in use for banquets, a cook(s) shall be assigned to supervise the kitchen.

ARTICLE XXIX
WAGES

29.1 Paydays

Employees shall be paid twenty-six (26) pays each contract year.

29.2 Experience Credit

Employees shall be advanced to the next experience step on the salary schedule after having been employed a minimum of 120 days in a bargaining unit position in the previous year.

29.3 Temporary Assignment

Employees temporarily assigned to a higher pay classification/category shall be paid the higher classification and/or category in accordance with their step experience on the salary column.

29.4 Wage Schedules

Wage schedules shall become effective August 1 of each year.

A. Effective August 1, 2013, the base salary shall be increased by 1.5%.

1. Members shall receive a one-time \$1000.00 bonus to be paid in a separate check in November, 2013, prior to Thanksgiving.

B. Effective August 1, 2014, the base salary shall be increased by 1%.

1. If line 6.01 of the 5-year forecast for July 1, 2013 through June 30, 2014 is zero (0) or greater (reflecting actual data), the base salary for 2014-2015 shall be increased by an additional 1% on the negotiated index.
2. If line 12.01 of the 5-year forecast for July 1, 2013 through June 30, 2014 shows an increase of \$250,000 or more (reflecting actual data), the base salary for 2014-2015 shall be increased by an additional 1% of the negotiated index.

C. Effective August 1, 2015, the base salary shall be increased by 1%.

1. If line 6.01 of the 5-year forecast for July 1, 2014 through June 30, 2015 is zero (0) or greater (reflecting actual data), the base salary for 2015-2016 shall be increased by an additional 1% on the negotiated index.
2. If line 12.01 of the 5-year forecast for July 1, 2014 through June 30, 2015 shows an increase of \$250,000 or more (reflecting actual data), the base salary for 2015-2016 shall be increased by an additional 1% of the negotiated index.

Master Bus Mechanic

Hours per day 8
Working days per year 247 (a)
Holidays per year 13
Hours per year 2080 (a)

<u>STEP</u>	2012-2013	2013-2014
	<u>HOURLY WAGE</u>	1.50% <u>HOURLY WAGE</u>
0	14.57	14.78
1	14.85	15.07
2	15.14	15.36
3	15.42	15.65
4	15.72	15.95
5	16.01	16.25
6	16.30	16.54
8	16.59	16.83
11	16.87	17.12
14	17.16	17.41
17		17.67

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Bus Mechanic

Hours per day 8
Working days per year 247 (a)
Holidays per year 13
Hours per year 2080 (a)

<u>STEP</u>	2012-2013	2013-2014
	<u>HOURLY WAGE</u>	1.50% <u>HOURLY WAGE</u>
0	13.07	13.26
1	13.35	13.55
2	13.64	13.84
3	13.94	14.15
4	14.21	14.42
5	14.49	14.71
6	14.78	15.00
8	15.07	15.29
11	15.35	15.58
14	15.64	15.87
17		16.13

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Bus Driver

Hours per day	4*
Working days per year	180**
Holidays per year	8
Hours per year	752

*Upon written request of a bus driver additional compensation will be permitted on the following basis:

1. Any driver who is regularly working more than 4 hours per day to complete a route may make a request for additional compensation.
2. The Transportation Director will ride the requesting driver's route (more than one instance) to verify the timing of the route.
3. If the regular route of the driver exceeds 4 hours, the driver will be paid the additional time at their hourly rate in additional quarter hour (15 minute) increments rounded to the nearest increment.
4. The starting and ending time of each bus route will be calculated from where the bus is parked when the driver begins and finishes his/her bus run.

**Includes one pre-school meeting.

	2012-2013	2013-2014
		1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	13.64	13.84
1	13.88	14.09
2	14.13	14.34
3	14.37	14.59
4	14.62	14.84
5	14.88	15.11
6	15.13	15.35
8	15.37	15.60
11	15.62	15.85
14	15.86	16.10
17		16.36

Mileage Chart	over 190 miles	\$800/yr
	160-189 miles	767
	130-159 miles	733
	100-129 miles	699
	90-99 miles	604
	80-89 miles	509
	70-79 miles	413
	60-69 miles	318
	50-59 miles	223
	40-49 miles	127

Miscellaneous bus trips:	GNCC A.M. Run	\$15.00/trip
	Multi-Handicap Run	\$15.00/trip

Custodian

Hours per day 8
Working days per year 247 (a)
Holidays per year 13
Hours per year 2080 (a)

	2012-2013	2013-2014
		1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	13.04	13.23
1	13.29	13.49
2	13.55	13.75
3	13.85	14.06
4	14.06	14.27
5	14.32	14.54
6	14.58	14.79
8	14.83	15.05
11	15.09	15.31
14	15.34	15.57
17		15.83

Shift Premium: 2nd shift \$.25
Effective 09–10 2nd shift \$.30

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Maintenance/Groundskeeper

Hours per day 8
Working days per year 247 (a)
Holidays per year 13
Hours per year 2080 (a)

	2012-2013	2013-2014
		1.50%
<u>STEP</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
0	13.34	13.54
1	13.62	13.82
2	13.89	14.10
3	14.17	14.38
4	14.44	14.66
5	14.73	14.95
6	15.00	15.23
8	15.28	15.51
11	15.56	15.79
14	15.83	16.07
17		16.33

Shift Premium: 2nd shift \$.25
Effective 09–10 2nd shift \$.30

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Asst. Maintenance/Grounds

Hours per day 8
Working days per year 247 (a)
Holidays per year 13
Hours per year 2080 (a)

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	13.04	13.23
1	13.30	13.50
2	13.57	13.77
3	13.83	14.04
4	14.04	14.25
5	14.36	14.58
6	14.63	14.85
8	14.89	15.12
11	15.16	15.38
14	15.42	15.65
17		15.91

Shift Premium: 2nd shift \$.25
Effective 09-10 2nd shift \$.30

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Head Cook *

Hours per day 8
Working days per year 181
Holidays per year 8
Hours per year 1512

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	11.51	11.94
1	11.75	12.19
2	12.02	12.46
3	12.28	12.73
4	12.55	12.99
5	12.81	13.26
6	13.08	13.53
8	13.34	13.80
11	13.61	14.07
14	13.87	14.34
17		14.60

*Deduct \$.13 per hour for co-head

Cook

Hours per day	7
Working days per year	181
Holidays per year	8
Hours per year	1323

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	11.24	11.41
1	11.49	11.66
2	11.75	11.93
3	12.02	12.20
4	12.28	12.47
5	12.55	12.73
6	12.81	13.00
8	13.08	13.27
11	13.34	13.54
14	13.61	13.81
17		14.07

Secretary to Principal

Hours per day	8
Working days per year	247 (a)
Holidays per year	13
Hours per year	2080 (a)

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	11.59	11.76
1	11.85	12.03
2	12.12	12.30
3	12.38	12.57
4	12.65	12.84
5	12.92	13.12
6	13.19	13.39
8	13.45	13.66
11	13.72	13.92
14	13.98	14.19
17		14.45

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Secretary to Principal

Hours per day 8
Working days per year 212 (a)
Holidays per year 8
Hours per year 1760 (a)

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	11.59	11.76
1	11.85	12.03
2	12.12	12.30
3	12.38	12.57
4	12.65	12.84
5	12.92	13.12
6	13.19	13.39
8	13.45	13.66
11	13.72	13.92
14	13.98	14.19
17		14.45

(a) Days may increase by 1 or 2 depending on fiscal calendar.

Aide

Hours per day 7.5
Working days per year 180
Holidays per year 8
Hours per year 1410

	2012-2013	2013-2014 1.50%
<u>STEP</u>	<u>HOURLY WAGE</u>	<u>HOURLY WAGE</u>
0	11.25	11.42
1	11.50	11.67
2	11.76	11.94
3	12.03	12.21
4	12.29	12.48
5	12.56	12.74
6	12.82	13.01
8	13.09	13.28
11	13.35	13.55
14	13.62	13.82
17		14.08

29.5 Longevity Increases: Longevity increases shall be provided in the following amounts at the following years of service:

Agree to provide an across-the-board longevity increase to all personnel beginning the 20th consecutive year of service with the Noble Local School District of one thousand dollars (\$1,000.00).

29.6 Attendance Bonus

A. Regular full-time employees who are not absent for any days per school year for sick leave, personal leave or dock days in said work year shall receive a bonus of \$300.00. Employees who are absent for one (1) day shall be entitled to a bonus of \$150.00. Employees who are absent for two (2) days shall be entitled to a bonus of \$75.00. Payment shall be made by September 1 for the year July 1 - June 30. Regular full-time employees who are employed by the District after the first day of the School Year and are otherwise eligible for an attendance bonus, shall receive a prorated attendance bonus for their initial year of employment.

B. In addition to the attendance bonus, full-time employees at the end of each contract year, will receive two-third (2/3) per diem rate for each unused personal day. Employee may roll over one (1) unused day per year in lieu of payment for that day up to a maximum of five (5) days accumulated personal leave by notifying the treasurer by the final day of the contract year. During the initial year of employment, if the employee is employed after the first day of the school year, the number of personal days received will be prorated.

29.7 Bus drivers shall be reimbursed for the cost of renewing their Commercial Driver's License (CDL), minus the cost of their regular license. A written receipt will be required for each reimbursement. The Board shall pay for the bus driver's abstract each year, as well as ten dollars (\$10) for re-certification.

29.8 Each secretary performing EMIS data entry functions shall be paid a stipend of one thousand dollars (\$1,000) per school year. Each aide performing EMIS data entry functions shall be paid a stipend of five hundred dollars (\$500) per school year.

29.9 Each employee who has earned an Associate Degree shall receive an additional fifty cents (\$.50) per hour. Each employee earning an Associate Degree must notify the Superintendent in writing on or before September 15th to receive a wage adjustment effective the beginning of the year or on or before January 15th to receive a wage adjustment effective the second semester of the school year.

ARTICLE XXX
SERS PICKUP

30.1 The Board agrees to "pick up" (utilizing the salary reduction method and at no cost to the Board) employees' contributions to the S.E.R.S. for the purpose of reducing current tax for unit members under the following conditions:

- A. The amount to be "picked up" on behalf of each employee shall be equal to the employee's required contribution to the SERS. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.
 - B. Shall be uniformly applied to all members of the bargaining unit.
 - C. The pickup shall become effective no later than September 1, 1990 and shall apply to all compensation (including supplemental earnings) thereafter.
 - D. Payment for all paid leave, sick leave, personal leave and severance pay including unemployment and workers' compensation shall be based on the employee's daily rate of pay prior to reduction.
- 30.2 Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance with other tax-deferred compensation plans.

ARTICLE XXXI
DURATION

The Noble Local Board of Education and the Noble Local Support Association do hereby adopt this Agreement to be in full force and effect from August 1, 2013, 12:01 A.M. through July 31, 2016, 12:00 midnight.

SIGNATURES:

NOBLE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

O.C. Livell
Superintendent

Edward M. Lee
President

Trenda Rice
Treasurer

Date: 11/14/2013

NOBLE LOCAL
SUPPORT ASSOCIATION

Donna May
President

Jill Frankli
Bargaining Team Member

Doreen A. Baker
Bargaining Team Member

Kevin Mallett
Bargaining Team Member

Kimberly A. Mallett
Bargaining Team Member

Date: 11/14/2013