



03-30-16
15-MED-03-0241
0596-02
K33379

MASTER AGREEMENT
between
NORTHEASTERN LOCAL BOARD OF EDUCATION
and
OAPSE LOCAL 492

July 1, 2015 - June 30, 2018

Final Version

TABLE OF CONTENTS

Article I	Recognition	3
Article II	Management Rights	3
Article III	Negotiations Procedure	3
Article IV	Grievance Procedure	6
Article V	Union Rights	8
Article VI	Union Deductions	9
Article VII	Payroll	11
Article VIII	Contracts/ Discipline/ Termination	11
Article IX	Vacancies	13
Article X	Reduction in Force	14
Article XI	Work Day/Work Year	15
Article XII	Paid Holidays	16
Article XIII	Paid Vacations	17
Article XIV	Leaves	18
Article XV	Insurance Program	20
Article XVI	SERS Pick-Up	22
Article XVII	Wages	22
Article XVIII	Overtime	23
Article XIX	Severance Pay	24
Article XX	Worker's Compensation	24
Article XXI	Early Retirement Incentive	25
Article XXII	Transportation	26
Article XXIII	Custodial	29
Article XXIV	Identification Cards	30
Article XXV	Background Check/Fingerprinting	30
Article XXVI	Retire/Rehire	30
Article XXVII	No Strike Agreement	31
Article XXVIII	Assault Leave	31
Article XXIV	Contrary to Law	32
Article XXX	(Non-Contractual Language/Agreement) Waiver Day	32
Article XXXI	Duration	33
MOU	Extra Curricular Custodial Work	34
Appendix A:	Wage Scale 2015	35
Appendix A:	Wage Scale 2016	36
Appendix A:	Wage Scale 2017	37
MOU	Excess Vacation Payout	38

**Article I
Recognition**

- A. The Northeastern Local Board of Education, hereinafter referred to as the "Board," recognizes OAPSE Local 492, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for all regular nonteaching employees in the school district as listed below.

Aides
Bus Drivers
Custodians
Food Service
Maintenance
Secretaries

- B. Excluded from the bargaining unit are all casual and seasonal noncertificated employees, all certificated personnel employed pursuant to any teaching contract as defined in the Ohio Revised Code (subject and grade level teachers, guidance counselors, librarians, nurses, speech and hearing therapists, tutors), all substitute employees, supervisors, (transportation/building grounds, and food service), confidential employees, payroll specialist, professional management-level employees, and other administrative personnel as defined and excluded in Chapter 4117 of the Ohio Revised Code, Superintendent, Principals, Treasurer of the Board, Assistant to the Treasurer, and Secretary to the Superintendent.

**Article II
Management Rights**

The Board reserves unto itself without limitation all rights not restricted by the specific written terms of this contract.

**Article III
Negotiations Procedure**

A. COMMITMENT TO BARGAINING

1. Scope of Negotiations - The Board shall enter into negotiations with the Union for the purpose of achieving a signed master agreement covering all matters regarding wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.
2. Directing Requests - Negotiations may be initiated by either the Board or the Union notifying the other party in writing not earlier than 120 days, nor later than 90 days, before the expiration date of this Agreement. Within fifteen (15) calendar days of the receipt of said notice, the first negotiations session will be held:

B. REPRESENTATION

1. Negotiations Team - Representatives of the Board and the Union shall be limited to six (6) 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 spokesman to present items for consideration. Discussion will be open after items are presented.
2. Consultants - Either party may use one (1) outside consultant to assist them in negotiations. The intended use of such consultants shall be communicated to the Board or Chapter prior to all negotiation meetings.

C. SUBMISSION OF ISSUES

Items proposed for negotiations shall be exchanged between both parties at the first bargaining session. 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.

D. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Good Faith Negotiations - "Good faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good faith" means the obligation of the representatives of the Board and the Union to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.
2. Exchange of Information - Prior to and during the period of negotiations or impasse provision, the Board and Union agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
3. Progress Report - During negotiations, interim reports may be made to the Union by its representatives and to the Board of Education by its representatives.
4. News Releases - News releases shall not be allowed unless mutually agreed. Said information shall be reduced to writing and signed by both parties prior to release.
5. 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.

E. NEGOTIATIONS TIME LIMITS

1. Length - Meetings shall not exceed two (2) hours in length unless mutually agreed upon by both parties, and shall be held at mutually agreed upon times. Negotiations meetings shall be in closed session.
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.

F. AGREEMENT

1. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Union for its ratification and to the Board for approval. Once ratified by the Union, the Board shall take action within thirty (30) days following the Union's action. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This Agreement shall be binding on both parties.

G. IMPASSE PROCEDURE

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 negotiations table or after many bargaining sessions have been held and the parties have become intransigent pertaining to unresolved negotiation issues.

1. 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.
2. The parties may jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. Any costs should they occur for Federal Mediation and Conciliation Service shall be shared equally between the Union and the Board.
3. 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 or to bind the parties to any agreement.

4. Mediation, as described in this article, constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code.

Article IV Grievance Procedure

A. DEFINITIONS

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
2. A "grievant" shall mean the Union, an employee, or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred.
3. A "day" shall be defined as Monday through Friday, excluding holidays.

B. INFORMAL PROCEDURE

The grievant shall discuss the grievance informally with the immediate supervisor for the purpose of resolving the issue prior to filing a formal grievance. Such a meeting shall take place within the five (5) days specified in Formal Step One of Section C of this article.

C. FORMAL PROCEDURE

Formal Step One - The aggrieved may file a grievance in writing with the building principal or immediate supervisor, with a copy to the Association President. If such grievance is not filed within seven (7) days following the act or condition upon which said grievance is based, or became known, or should have become known, the grievance shall no longer exist. The principal or immediate supervisor shall within ten (10) days after receipt of the grievance give the aggrieved a written answer, with a copy to the grievant and the Superintendent.

Formal Step Two - If the aggrieved believes that the grievance has not been resolved satisfactorily, the aggrieved may, within five (5) days after receipt of the written answer as required in Formal Step One, refer it in writing to the Superintendent. The Superintendent shall within ten (10) days after receipt of the grievance, meet with the aggrieved and a union representative to discuss the grievance. Within ten (10) days after such meeting, the Superintendent shall give to the Union, aggrieved, the principal or immediate supervisor a written answer.

Formal Step Three - If the aggrieved believes that the grievance has not been resolved satisfactorily, the aggrieved may, within five (5) days after receipt of the written answer as required in Formal Step Two, refer it in writing to the Board of Education. The Board shall within thirty (30) days after receipt of the grievance meet with the aggrieved to discuss the grievance.

Within ten (10) days after such meeting, the President of the Board shall give to the grievant, the principal, and the Superintendent a written answer.

Arbitration

If the grievant and/or Union is not satisfied with the disposition of the Board of Education, the grievant and/or union representative may within thirty (30) days after receipt of the written answer as required in Formal Step Three, submit the grievance to arbitration. The demand for arbitration shall specify the alleged violation, misinterpretation or misapplication upon which the grievance is based, the date of the alleged violation, misinterpretation or misapplication, the names and addresses of the parties, the contractual clause(s) upon which the grievance is based, and the remedy sought. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with date of receipt noted.

The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall have no power to add to, subtract from, disregard, alter, delete, or modify any term of this Agreement and his/her award shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne by the loser.

D. GENERAL PROVISIONS

1. If the grievant does not file a grievance within seven (7) days of the date on which the alleged violation occurred then the grievance shall be considered waived.
2. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the time and in the manner specified herein shall be considered as having been accepted by the employee and the Union on the basis of the disposition last made and shall not be eligible for further appeal.
3. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is automatically forwarded to the next step in the grievance procedure.
4. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
5. At each formal level, either party may have representation of his/her choice.

**Article V
Union Rights**

A. RELEASE TIME

The Board agrees to permit the local President and/or his/her designee release time to conduct union business with the employer, during the employee's regular scheduled hours of employment.

The release time shall be limited to Local 492's bargaining team for scheduled negotiations sessions between the parties (including mediation) and those persons directly involved in grievance arbitration hearings (pursuant to Article IV).

Said release time will be paid by the Board at the employee's regular hourly rate.

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT, AND SERVICE

1. The Union and its Representatives shall have the right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.
2. The Union shall have the right to use school facilities and equipment (excluding board-owned vehicles) when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. Should any equipment be damaged due to negligence on the part of the Union then the Union will pay for any necessary repairs.

C. COMMUNICATION COMMITTEE

1. There shall be one annual meeting scheduled towards the end of the school year, but more may be called if necessary. If a situation or problem arises which needs to be discussed either the Board or the Union may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties.
2. The Communication Committee shall consist of no more than two members of the unit and two members of the administration. This committee shall be utilized to improve communications between labor and management and to deal with any problems arising out of this relationship. Negotiations or re-negotiations of the contract or grievance handling shall not be a function of this committee, however, clarification of the existing Agreement and the grievance process may be a function of this committee by mutual agreement of the parties.

Article VI
Union Deductions

A. DUES

1. All non-teaching employees in the bargaining unit covered by this Agreement who are members of OAPSE after the designated window period and all other employees who, at their option, become members of the Union at any time in the future, shall for the prescribed duration as stated in this article, continue to be members of the Union. The Board of Education will not honor dues deduction revocations from any employee except as provided herein.
2. A window period of three (3) calendar days shall commence upon ratification for the purpose of providing any employee the right to join the Union or revoke his/her current authorization of dues deduction. After this period, the Board will deduct dues from the pay of employees that are members of the Union upon receipt from the Union of individual written authorization cards voluntarily executed by the employee for that purpose and bearing his/her signature.
3. The Board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.[Any employee shall have the right to revoke his/her authorization of dues deduction by giving written notice to the union at any time during the twenty (20) days prior to the expiration of this agreement.]
4. Dues deduction authorization shall be continuous from year to year. However, authorization may be withdrawn by the individual member upon written notification to the Local Treasurer, OAPSE State Treasurer, and the Board of Education Treasurer between the dates of August 22 and August 31 of each year.
5. Membership dues of the Union shall be deducted in twelve (12) equal installments beginning with the second paycheck in September of each school year.
6. It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deduction. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from said dues deductions.

B. FAIR SHARE FEE

This provision shall become effective only upon OAPSE Local 492 securing and verifying at least seventy-five percent (75%) membership of the entire bargaining unit.

Effective September 1, 1997, all present employees with the bargaining unit who are members of OAPSE Local 492 shall remain members of OAPSE Local 492. Employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union. Union members shall have written authorization for dues deduction on file with the Treasurer.

The fair share fee amount shall be certified to the Board by the Treasurer of OAPSE Local 492 and shall not exceed the dues regularly required of Union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in this Article, and employees who are not members of OAPSE Local 492 are required as a condition of employment to pay the fair share fee.

The Treasurer of the Board shall deduct from the employees' pay all dues deductions and fair share fees. The Union shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twelve (12) equal installments beginning with the second paycheck in September of each school year.

The Union shall provide the Board Treasurer with the amount of deduction (either full or prorated) for new employees if he/she is employed during the contract year.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten (10) days following each deduction.

It is specifically understood the only responsibility the Board of Education and its Treasurer assumes is to deduct the dues and service fees in the amount specified by the Union and to forward such dues according to the terms of the Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Employer's actions or inactions involving dues and service fees.

The Union reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Union agrees the council it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognizes his/her primary obligation to his/her client. In no event shall the Union impose such representation upon the Employer as will create or foster a conflict of interest.

C. **PEOPLE CHECK OFF**

The Employer agrees to deduct from the wages of any employee who is a member of OAPSE Local 492 a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and OAPSE Local 492.

The Employer agrees to remit any deductions made pursuant to this provision promptly to OAPSE Local 492 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

It is specifically understood the only responsibility the Board of Education and its Treasurer assumes is to deduct the specified contribution as designated by the employee and to forward such amount according to the terms of the Agreement.

**Article VII
Payroll**

Salaries will be paid in twenty-six (26) equal installments to be paid every other Friday. The first payroll date shall be established by the treasurer for each contract year. (This will avoid the possibility of twenty-seven (27) pay periods which can occur once every six years). All classified employees will participate in the direct deposit program. Classified employees will be able to deposit salaries into three (3) separate accounts. Changes for direct deposit may be requested two (2) times per year. If an employee is unable to obtain a checking or savings account, for reasons beyond their control, an agreement shall be reached with the employee as to the best method of payment for their salary.

The employer agrees to deduct all city taxes.

The employer shall deduct annuities directly from the employee's check.

For employees who have insurance deductions these will be taken in twelve (12) equal payments on the first payroll of each month, unless the employee otherwise agreed to.

**Article VIII
Contracts/Discipline/Termination**

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.

- A. 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. Newly hired employees shall serve a 60 working days probationary period, during which time the district may

terminate the employee for job performance or disciplinary reasons, without just cause or being subject to challenges under Article IV.

- B. If such employees are rehired after the one (1) year contract, their subsequent contract shall be for a period of two (2) years.
- C. If after the completion of the two (2) year contract provided in B of this Article the contract of such school employee is renewed, the contract shall be for a continuing period of time.
- D. 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 contract by serving notice to the Treasurer of the Board thirty (30) days prior to the effective date of the termination date.
- E. Any disciplinary action affecting an employee, other than nonrenewal 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.
- F. The non-renewal of an employment contract shall not be for the purpose of lay-off.
- G. All disciplinary action, conferences, or verbal reprimands affecting bargaining unit members shall be administered in private. The superintendent may, when appropriate and at his discretion, intervene in the disciplinary process with prior notice being provided to the union president.
- H. All employees shall be represented by the union building representative or union officer at any disciplinary interview meeting or hearing other than termination, at which time the union field representative, or their designee, will be present.
- I. Said suspension or termination shall occur only after the employee has been verbally warned on the first occurrence, warned in the writing on the second such occurrence, unless the act is deemed by the superintendent and board of education to be severe enough to warrant immediate suspension or termination. Prior to suspension or termination, the superintendent will give the reasons for suspension or termination to the unit member in writing and will afford them an opportunity to reply. Discipline is subject to the grievance procedure only for suspensions and terminations.
- J. Employees or their representative shall have access to any information permitted by statute which is contained in the employee's personnel file.

- K. Discipline three (3) years or older shall have no bearing on current for new discipline.

Article IX Vacancies

A vacancy shall be defined as an opening in an existing position created through the resignation, retirement, death, nonrenewal or termination of an employee which the Board determines to fill or the creation of a new position.

The filling of vacancies in the bargaining unit job classifications of the district shall be made in accordance with the following procedure:

- A. When a vacancy occurs within the classifications represented by this bargaining unit and the Board determines to fill it, it shall be posted in a conspicuous place for a period of five (5) working days. The district shall e-mail out to all interested employees the posting of all job vacancies. Once per school year, the Board shall mail a reminder memo to all employees of this procedure. During the school year, reasonable efforts will be made to hand out postings to all bus drivers. The posting shall contain the following information:
1. Classification
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Qualifications as established by the Board
- B. Any interested bargaining unit members, who meet the qualifications, may apply in writing to the Superintendent or designee within the five (5) day posting period.
- C. In selecting an employee for the vacant position, the Board shall use the following procedures:
1. The vacant position shall be offered first to employees within the present classification.
 2. If more than one employee within the same classification requests the vacancy, the employee with the highest seniority in the classification, shall be awarded the position.
 3. If the vacant position is not filled by an employee within the classification, it shall be open to all bargaining unit members and outside applicants.
 4. All bargaining unit members who apply for a vacant position outside his/her classification and meet the qualifications shall be interviewed. The most qualified applicant as determined by the Board shall receive the vacant position.

- D. Vacancies shall be posted at the end of each school year. Vacancies that occur during the school year may be filled by a substitute for the remainder of the school year. Posted vacancies shall be filled within ninety (90) days from the date of the posting.

Article X
Reduction in Force

In the event it becomes necessary to reduce the number of employees, the Board may make reasonable reduction because of suspension of schools, territorial changes affecting the district or financial reasons, the following procedure shall govern such reductions:

- A. Reduction shall be accomplished first by resignation and retirement. If no employees are scheduled to retire or resign at the time of the reduction, the Board shall, within each job classification, suspend contracts in whole or in part in reverse order of their seniority in the system.
- B. Seniority is defined as continuous service in the district and shall be determined first by reference to the date of the Board action at which the employee was employed. Employment as a substitute shall not be considered. If two employees were employed at the same meeting, seniority shall be determined based upon the date of application for employment. If there is no written application, or if there is no date on the application, then the date of the Board meeting at which they were hired as employees shall be considered to be their date of application. If two employees have the same date of application, seniority shall be determined by lot.
- C. The names of employees whose contracts are suspended due to the reduction in force shall be placed on a recall list in the classification in which they were suspended for two (2) years from the date of official Board action on the suspension of contract. Employees on the recall list have the following rights:
1. No nonteaching employee whose continuing contract has been suspended shall lose that right of restoration to continuing service status by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the district.
 2. Employees who are suspended shall be recalled as the Board determines that positions in their classification are to be filled. Suspended employees who are on the recall list shall be recalled in the order of their seniority and contract type (i.e. continuing or limited in the system), (i.e., reverse order of layoff).
 3. Employees who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent. Appropriate recall notices shall be sent to employees to be recalled at the most recent address furnished in writing by the employee.

4. A recalled employee must notify the Board of his/her acceptance of the position for which he/she recalled within five (5) days after receipt of written notice of recall or be deemed to have waived his/her right to recall. All recall notices will be sent by certified mail, return receipt requested.
 5. A non-teaching employee on the recall list will, upon acceptance of recall, have the same seniority and accumulation of sick leave as when his/her contract was suspended.
- D. The Board will give notice to each employee affected by the reduction at least 15 work days prior to such reduction.

**Article XI
Work Day/Work Year**

The work day/work year for each employee classification shall be:

<u>Classification</u>	<u>Work Day</u>	<u>Work Year</u>
<u>Aides:</u>		
Library	Minimum of 4 hours	186 days
Learning Disability	Minimum of 4.5 hours	186 days
Junior High	7 hours	187 days
Kindergarten	Minimum of 2.5 hours	186 days
Developmentally Handicapped	Minimum of 4 hours	186 days
Technology	Minimum of 7 hours	186 days
<u>Bus Drivers:</u>	Minimum of 1.25 hours per route	186 days
<u>Custodians:</u>		
Full-time	8 hours	260 days
Part-time	Minimum of 2.5 hours	187 days
Weekend	4 hours	37 days
<u>Food Service:</u>		
Cook	Minimum of 3 hours	186 days
Driver (non-CDL)	3 hours	186 days
<u>Maintenance:</u>	8 hours	260 days
<u>Secretaries:</u>	7.5 hours	207 days

All employees hired before July 1, 2003 shall not have the hours they are working reduced, unless mutually agreed upon. Employees hired after that date may be employed for workdays (hours per day) other than specified in this section.

- A. At the request of two (2) bargaining unit members and upon approval of the Superintendent, these two (2) bargaining unit members may be permitted to share the hours of a job position.

Article XII
Paid Holidays

- A. Holidays granted by the Board will be in accordance with ORC 3319.087.
- B. All eleven (11) and twelve (12) month employees will receive the following paid holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Memorial Day
 - 4. Independence Day (July 4th)
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. The day following Thanksgiving
 - 8. Christmas Eve Day (December 24)
 - 9. Christmas Day
 - 10. New Years Eve Day (December 31)
- C. All nine (9) and ten (10) month employees will receive the following paid holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Memorial Day
 - 4. Labor Day
 - 5. Thanksgiving Day
 - 6. The day following Thanksgiving
 - 7. Christmas Day
- D. If a holiday falls on a Saturday it shall be observed on the preceding Friday. If a holiday falls on a Sunday it shall be observed on the following Monday.
- E. Any employee(s) who are required to work on a scheduled holiday shall receive an additional rate of one half (1/2) their regular rate more per hour for all time worked plus Holiday Pay.
- F. Pay deduct days will not be provided to employees, except in the discretion of the superintendent. If approved, all requests must be for personal emergencies, business and legal obligations that cannot be scheduled out of school hours,

family obligations such as weddings, graduations, etc. and other similar obligations of an emergency nature.

Pay deduct days may not be used to extend any vacation day when schools are closed. If a pay deduct day is used before or after a holiday, the employee will forfeit the holiday rate of pay for that holiday.

A maximum of three (3) pay deduct days, per employee per year may be approved by the superintendent. No more than two (2) employees per classification may be out on a pay deduct per day.

Article XIII Paid Vacations

- A. Twelve (12) month employees will receive paid vacation as follows:
- 1 - 9 year of employment within the district = 2 weeks
 - 10 - 19 years of employment within the district = 3 weeks
 - 20 and over years of employment within the district = 4 weeks
- B. One (1) full week of vacation (i.e. 5 consecutive days) may be taken at a time of the employee's choice provided that such time does not occur in the first or last week of school. Furthermore, only one (1) employee from each classification shall be permitted to use vacation at the same time. Remaining vacation shall not interfere with the efficient operation of the school system.
- C. Requests shall be made to and approved by the immediate supervisor/superintendent. Two (2) weeks prior notification shall be provided to the immediate supervisor/superintendent. Exceptions to this period may be granted by the immediate supervisor /superintendent in emergency situations.
- D. If two or more employees apply for the same week or day off, the most senior employee who applies shall receive the time off or granted vacation. For a more senior employee's request to supersede another employee's granted and approved vacation time, the request must be received no less than ninety (90) calendar days prior to the granted time.
- E. All vacation time earned must be used within one year after it is earned. Special permission to carry over vacation time must be approved by the Superintendent and will be limited to no more than one year's accumulation. On July 1, 2003 any employee who has accumulated vacation time in excess of this provision shall have all of the excessive amounts paid off at the appropriate salary rate in effect when the vacation time was actually earned.
- F. The Treasurer shall calculate the accumulated vacation balance of each twelve-month employee on his/her anniversary date of employment. Any employee who has accumulated vacation time in excess of Article XIII (E) shall be paid off at the appropriate salary rate in effect when the vacation time was actually earned, leaving balance equal to the amount accrued for the current year plus the two

preceding years. Payment shall be made within sixty (60) days of the anniversary date of employment and will be combined with a regular pay period. This process shall be performed annually.

Article XIV

Leaves

A. SICK LEAVE

Each bargaining unit member shall be entitled to sick leave credit at one and one-fourth (1-1/4) days for each month for a total of fifteen (15) days during the year, pro-rated based on the hours an employee works. Employees may be advanced five (5) days sick leave if they are needed. The sick leave may be used by the employee for absence due to:

1. Personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others.
2. Illness or injury in the employee's immediate family. Immediate family is defined as one's spouse or children, including stepchildren, or any relative living full time in the domicile of the employee and dependent upon the employee and/or spouse.
3. Illness or injury to immediate relative which includes mother, father, grandmother, grandfather, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild, not to exceed three (3) consecutive days.
4. Death and burial of a member of the family:
 - a. For an immediate relative which includes mother, father, grandmother, grandfather, sister, brother, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, grandchild or step-grandchild, four (4) consecutive working days shall be allowed without deductions.
 - b. For less immediate relatives which includes uncle, aunt, nephew, niece, or cousin, pay for one (1) day plus travel time shall be allowed without deductions.
 - c. If the member of the family under "b" classification above was a permanent member of the employee's home, then the allowance shall be four (4) full days without deductions.
5. Funeral of a friend - One (1) day may be allowed for the funeral of a friend when the funeral is held more than twenty (20) miles from the home of the employee. One-half (1/2) day will be authorized when the funeral is within twenty (20) miles of the residence of the employee.

6. The Superintendent may grant additional days if needed.
7. Unused sick leave may be accumulated up to a maximum of 240 days for the 2015-16 school year, 241 days for the 2016-17 school year, and 242 days for the 2017-18 school year. An employee who has accumulated unused days of sick leave in another public agency in Ohio shall present a properly certified record of these days upon employment in this school system. This number of unused days of sick leave on such record shall be accredited to his or her accumulated record while employed in this school system provided that such re-employment takes place within ten (10) years of the last termination of public service. Sick leave transfer requests must be in writing from an authorized person from the other public agency.
8. If an employee transfers from one position to another, the accumulated sick leave will be prorated for use in the new position. (For example: A person who has 100 days of accumulated sick leave in a position of fifteen (15) hours would have fifty (50) days sick leave in a full-time position of thirty (30) hours or more.)

B. PERSONAL LEAVE

Three (3) days of unrestricted personal leave each year will be granted to bargaining unit members who request these days.

Personal leave may not be used to extend any vacation day when schools are closed. During the month of May, employees may only use up to one day of personal leave, with the Superintendent's approval.

No more than two (2) employees in any classification may be excused on any day for personal leave without the consent of the Superintendent.

Personal leave days shall be requested on the appropriate forms with as much advance notice as possible except in emergencies.

Consecutive days of personal leave shall be granted only with the express approval of the Superintendent.

The granting of unrestricted personal leave during the last ten (10) scheduled student days of the school calendar shall be at the discretion of the Superintendent.

C. OAPSE BUSINESS LEAVE

Two (2) delegates of OAPSE Local 492 will be provided up to three (3) days paid leave to attend the annual OAPSE State Conference.

D. CALAMITY DAYS

During the school year, bargaining unit members will be allowed up to five (5) non-working calamity days with pay, per ORC.

1. If the school exceeds five (5) calamity days during the school year, twelve (12) month bargaining unit members will work their regular schedule with their regular pay. Any twelve (12) month bargaining unit member that performs work for the Board or reported to work on the five (5) non-working calamity days, shall receive pay at the rate of time and one-half (1-1/2 x) for calamity hours on days worked.
2. All other bargaining unit members will receive their regular pay and will not be required to work their regular schedule. They will, however, be required to work the appropriate number of make-up days without compensation.

E. PROFESSIONAL LEAVE

When the superintendent authorizes an employee to be absent from the job without loss in pay to attend a meeting or workshop that would be of value to the employee and the district, the employee is eligible for professional leave. Such leave must be approved in advance by the superintendent and must directly benefit the employee and the district in his/her category of employment.

**Article XV
Insurance Program**

A. MEDICAL INSURANCE

1. The Board shall provide a medical benefits plan that shall be defined as the Access Plus Plan offered by the Northern Buckeye Education Council, effective 9/1/06 (including a spousal rule). The plan provided to OAPSE 492 members shall be the same as the Northeastern Local Teachers Association (NELTA) and identically administered. If the NELTA negotiates changes in plan design or coverage when it negotiates its successor contract, OAPSE Local 492 will automatically adopt the same changes. Eligibility requirements will remain unique to each bargaining unit.
2. Any employee meeting the six (6) hour minimum requirement for full insurance benefits will share premium cost as follows:
 - a. Effective September 1, 2015, the Board shall pay 93% of the premium for a single plan. The employee shall pay 7% of the premium for a single plan.

- b. Effective September 1, 2015, the Board shall pay 87% of the premium for a family plan per month. The employee shall pay 13% of the premium for a family plan per month.

B. DENTAL INSURANCE

For full-time employees who work thirty (30) hours or more per week, the Board shall make available a comprehensive dental insurance plan.

1. The Board shall pay 80% of the premium (single or family) and the employee shall pay 20% of the premium (single or family) via payroll deduction.

C. LIFE INSURANCE

Term life insurance in the amount of \$17,000 will be provided to all full-time employees who work thirty (30) hours or more per week. The Board will provide term life insurance in the amount of \$10,000 to all part-time employees. Insurance for part-time employees will be effective upon the earliest approval of the carrier.

D. HUSBAND AND WIFE IN SYSTEM

Medical - Only one (1) family policy will be provided when the husband and wife are both employed in this school district.

Dental - When the husband and wife are both employed in the school district they will each be charged the cost of single coverage dental insurance when family coverage is elected.

If both employees wish family coverage, they will bear the cost of the difference between the single coverage deducted from each person and the total cost of the two (2) contracts.

E. CARRIER SELECTION

The choice of carrier(s) shall be at the discretion of the Board provided such coverage is equal to or better than the coverage as stated in this Article.

F. MEDICAL INSURANCE ELIGIBILITY

All new hires after August 1, 2000, shall be subject to the following terms regarding medical insurance coverage:

The Board shall pay the below percentages of the premium for regular employees under contract as reflected by the number of hours regularly scheduled to work per day. Employees regularly scheduled to work less than 3 hours per day, casual or part-time employees, or employees not holding a regular contract are not eligible.

<u>Hours Worked per Day</u>	<u>Single</u>	<u>Family</u>
less than 3	No coverage	No coverage
3- less than 6	50% of single premium	50% of single premium

Article XVI
SERS Pick-Up

A. SERS PICKUP

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. Payment for all paid leave, sick leave, personal leave and severance pay including unemployment and workman's compensation shall be based on the employee's daily rate of pay prior to reduction.
2. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

Article XVII
Wages

A. WAGE SCHEDULE - See Appendix A.

Wage increases will be as follows:

Across the board increase of 3% for the 2015-2016 school year, effective July 1, 2015.

Across the board increase of 2.5% for the 2016-2017 school year, effective July 1, 2016.

Across the board increase of 2% for the 2014-2015 2017-2018 school year, effective July 1, 4 2017.

\$100.00 Signing Bonus, paid out 2nd pay of September 2015.

B. LONGEVITY

1. Longevity pay is based on the number of years' of service in the Northeastern Local Schools. Longevity pay in yearly amounts will be paid to employees having completed ten (10) or more years of continuous service to the Northeastern Local Schools.

Years Completed

10-14 - \$250.00
15-19 - \$275.00
20-24 - \$300.00
25+ - \$325.00

- a. Full-time employees (6 hours or more per day) will receive the designated amount above.
- b. Part-time employees (less than 6 hours per day) will receive one-half of the designated amount above.
- c. Twelve (12) month employees will become eligible on the anniversary of their initial employment. Other regular employees will become eligible at the beginning of the first contract year following the tenth full contract year of employment.
- d. All longevity payments shall be paid in a lump sum payment on or before the first of the calendar year to currently employed individuals who are eligible.

Article XVIII
Overtime

- A. Only the Superintendent/designee shall authorize the use of overtime by employees. Such employees will be paid time and one-half (1-1/2) for hours worked over forty (40) hours per week.
- B. The time for which an Employee is compensated for paid leave, but does not actually work, should be counted as "hours worked" for the purposes of determining eligibility for overtime.

Article XIX
Severance Pay

- A. Any employee who has completed no less than five (5) years of service in the Northeastern Local School District and no less than ten (10) years of state service who actually retires and is eligible for retirement benefits under School Employees Retirement System upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:
1. Calculation for the severance benefit shall be one-fourth of the unused, accumulated sick leave, up to a maximum of 60 days during 2015-2016 school year, 60.25 days during the 2016-2017 school year, and 60.50 days during the 2017-2018 school year.
 2. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary divided by the total number of days in the contract calendar).
 3. Payment of severance pay shall be in a lump sum within ninety (90) days after the Board receives notice and written substantiation from the employee that he/she has actually retired and is receiving retirement benefits from SERS, unless the employee wishes to be paid severance money at a later date. Such written substantiations must be made to the Board Treasurer within one hundred and twenty (120) days after the employee actually retires.
 4. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.
 5. In the event of death, any employee who has five (5) years of service in the Northeastern Local School District and no less than ten (10) years of state service shall be deemed to have retired, on the date immediately preceding the date of death. Payment of the retirement pay shall be disbursed in accordance with the applicable laws of the State of Ohio. The qualified appointed Executor or Administrator in the employee's estate shall make application for payment of these benefits.

Article XX
Worker's Compensation

- A. All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated Representative, and an application shall be filed with the Bureau of Worker's Compensation.

Article XXI
Early Retirement Incentive

A. IMPLEMENTATION/EXPIRATION

An Early Retirement Incentive Plan will be implemented for members of the SERS within the Northeastern Local School District.

B. ELIGIBILITY REQUIREMENTS

1. Participation is open to all eligible SERS members in accordance with the Ohio Revised Code and the rules and regulations of the School Employees Retirement System.
2. An SERS member is eligible if:
 - a. The employee agrees to retire within 90 days of notification that the additional service credit has been purchased.
 - b. The employee actually retires within the 90 days.
 - c. Years purchasable by the employer will qualify the employee for retirement.
3. The amount of credit purchased may not exceed the lesser of one (1) year, or 1/5 of each member's total service.
4. Participation is limited to 5% of the SERS members within the Northeastern Local School District. If more than 5% request the use of this plan, then the employees with the greatest amount of service with the Northeastern Local Board of Education shall have priority.

C. APPLICATION PROCESS

1. Employees wishing to participate in this plan must indicate their desire by submitting an application (ERI-2) to the Treasurer's office by March 31 of the year in which the employee wishes to retire.
Failure to meet this deadline shall make the employee ineligible to participate in the plan, and no further consideration for incentives need be granted.

D. SEVERANCE PAY

Severance pay for employees participating in the plan will be distributed in two (2) equal payments:

First Payment: Thirty (30) days after formal notification by SERS to the employer indicating the employee has officially retired.

Second Payment: One (1) year following payment of the initial installment.

**Article XXII
Transportation**

A. REGULAR BUS ROUTES

1. Drivers shall be paid to the nearest quarter (1/4) hour for all time spent working with a minimum of one and one-fourth (1-1/4) hours pay per route. Fifteen (15) minutes will be added to each route for pre-inspection, cleaning and fueling.
2. Drivers shall retain the previous year's run, including kindergarten route, if at least fifty percent (50%) of that driver's route remains unchanged. Kindergarten routes shall be bid separate and retainable under this provision utilizing kindergarten route seniority.
3. If an opening should occur in shuttle routes (i.e. Kindergarten Run, Parochial Run, and Four County Career Center Run) it shall be re-bid and offered to drivers in the following manner:

Kindergarten Run

- A. Highest uninterrupted kindergarten route seniority, then
- B. Highest regular route seniority.

Parochial Run and Four County Career Center Run

- A. Highest district seniority.
4. Regular drivers shall be given an opportunity to drive shuttle runs (i.e. Kindergarten Run, Parochial Run, and Four County Career Center Run) prior to obtaining a substitute.
 5. Elementary Shuttle Runs - If an opening occurs in a shuttle run to the elementary buildings, drivers may request to be considered for this opening. Assignment of a driver to this opening shall be made by the administration based upon consideration of all factors with emphasis on dead head miles and time owed the district to reach minimum hours.
 6. The Four County Career Center Run will be divided between the drivers of Northeastern Local Schools and the Ayersville Local Schools. Northeastern drivers shall drive the a.m. or p.m. run to Four County. This division shall remain in effect as long as the two districts (Northeastern and Ayersville) share the service.

B. FIELD/EXTRA TRIPS

1. Bus drivers may be permitted to use up to two (2) pay deducts or personal days, per year, to drive extended day (six (6) hours or more) trips that would conflict with their regular (a.m. & p.m.) routes. The driver shall be paid the current trip rate for all time on the trip.

The following procedures will be used in making the assignment of all other extra trips to regular drivers in a fair and efficient manner:

- a. Trips will be assigned on a rotation seniority basis by the transportation supervisor. The rotation cycle will continue until all the trips approved on that date are assigned. The rotating seniority list will begin on August 2006, with the most senior bus driver getting first choice of the trip list. The second trip list will then start with the second most senior driver, this will continue working down the seniority list with each new trip list for the remainder of this contract.
- b. All trip slips shall be given to each bus driver who accepts any trip within three (3) school days of assignment. If a driver turns a trip back in, that driver will be omitted from the next one (1) trip list, with the exception of Article XIV.
- c. Any driver shall have the right to inspect rotation list at any time upon request of that driver to the transportation supervisor's office.
- d. Bus drivers that have had a trip postponed may retain that trip if the driver wishes. If a bus driver has a trip cancelled, the driver will get first choice of the next trips on the next trip list.
- e. Each driver shall be assigned a field trip when his/her turn comes up on the appropriate rotation list. If the driver does not accept a field trip assignment, the refusal shall be considered as if they had accepted the trip, for the purpose of rotation.
- f. When a trip is accepted and cannot be run by the driver, it shall be turned in and put on the appropriate list. This shall be considered as if they had accepted the trip for the purpose of rotation.
- g. A bus driver may be eligible to receive a coach's trip as long as that trip does not conflict with the driver's normal scheduled route. A coach's trip is defined as one in which an employee who has a supplemental contract with the district as a head coach or head advisor, and has a valid CDL on file that enables the employee to drive his/her team or group to an activity or event in which that group is participating. Pay will be for drive time only.

2. Drivers shall be paid to the nearest quarter (1/4) hour for all time spent working with a minimum of one and one-fourth (1-1/4) hours pay.

The rate for extra trips shall be \$12.25 per hour effective with this agreement.

If the employer cancels a trip after the driver arrives at work, said driver shall be paid one (1) hour of the drive time rate.

C. MISCELLANEOUS

1. The employer agrees to pay all costs for job related physicals and for obtaining abstracts on the day of the countywide bus physicals each year.
2. Drivers will be paid at fifteen (15) minute increments for the annual initial orientation/safety meeting and any special meeting up to 90 minutes per meeting.
3. Drivers required to fuel their bus shall receive one additional day's pay, based on their regular morning and afternoon route pay per year, to be paid with the last pay of the school year.
4. Drivers shall be paid for all time spent during breakdowns.
5. If the superintendent and/or transportation supervisor assigns a driver to summer cleaning duties at the end of the school year, the driver shall receive a \$200.00 stipend per bus.
6. The "On Board Instructor" driver trainer shall be a bargaining unit member certified by the State of Ohio as a bus driver trainer who is regularly employed as a regular bus driver by the Northeastern Local Schools. This trainer shall be paid at the driver's rate of pay for all time spent training a new driver and going with a new driver to take the driving test at the test site.

The Board reserves the right to use a non-bargaining unit member who is appropriately certified in the event that the regular trainer is not available.

The Transportation Supervisor shall be responsible for making all arrangements for driver training and testing.

7. Drivers required to attend any bus discipline meetings with parents, students or administrators will be compensated at their hourly rate of pay for bargaining unit members.
8. Bus drivers shall receive a \$200.00 stipend, per year (pro rated for new hires) to offset some of the costs incurred in attending classes required for CDL re-certification, state required bus driver safety in-services, CDL

(class B) license renewal fees and electricity usage related to "plugging in" buses during winter months at the drivers' residences.

D. ALCOHOL AND DRUG TESTING PROGRAM

The school district will pay for required random, post-accident, and reasonable suspicion drug and alcohol testing expenses. Employees shall pay for all return to duty and follow-up drug and alcohol testing that is required. The employer shall provide transportation to and from the testing site.

Drivers required to be tested will be compensated at their regular hourly rate for one (1) hour.

The district shall provide the mandatory Alcohol and Drug Testing inservice to all CDL holders prior to January 1, 1996. At this inservice, the district shall inform the employees of drug and alcohol rehabilitation programs/providers in the area.

On the first occurrence that an employee's test is positive for drug and/or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employer shall set up the initial meeting. The employee shall be afforded his/her available sick leave, and/or a medical unpaid leave at his/her request.

The Board must require a driver to submit to a controlled substance test if there is a reasonable suspicion to believe that the driver has violated the prohibitions of controlled substances. The Northeastern Local Schools administrator or supervisor determining reasonable suspicion shall have confirmation of reasonable suspicion by a second Northeastern Local Schools administrator or supervisor. If the driver's alcohol test results in a reading between .02 and .04, that employee shall receive a 24 hour unpaid suspension and be required to attend an Employee Assistance Program (EAP) consultation. The employer shall schedule the EAP consultation within the 24 hour period and shall arrange for confirmation of the meeting.

Employees failing to abide by the provisions of the program shall be subject to discipline up to and including termination.

Article XXIII
Custodial

All custodians shall be placed on a seniority rotation list for all district athletic events, unless such extra work conflicts with the custodian's regularly scheduled hours. All interested custodians will need to sign up at the beginning of each school year.

**Article XXIV
Identification Cards**

The Board will provide photo identification cards for each bargaining unit member who requests it in writing to the Buildings, Grounds/Maintenance, Transportation Supervisor by the first student day.

**Article XXV
Background Check/Fingerprinting**

Effective July 1, 2009, the Board agrees to pay for any and all renewal (BCI/FBI) background checks and fingerprinting required by law for employment for all employees. This article excludes the bus drivers.

The drivers receive a stipend for their background/fingerprinting requirements which is addressed in Article XXII, Misc #8.

**Article XXVI
Retire/Rehire**

A. REHIRING RETIRED CLASSIFIED EMPLOYEES

Re-employment of any classified staff member who retires on or after July 1, 2009 under the State Employee Retirement System (SERS) and subsequently is employed or re-employed in the district will be initially hired at the wage scale experience zero (0) contained in Appendix A of this agreement. Seniority shall also start at zero (0). A retiree may be rehired on a part-time basis. Subsequent re-employment shall advance the retire/rehire employee one year on both the wage index and seniority status. Rehires must meet vacancies standards as outlined in Article IX Vacancies of this agreement.

1. HEALTH INSURANCE:

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by SERS or pay the entire cost of the premium of the district's insurance.

2. EMPLOYMENT CONTRACT:

A rehired retiree shall receive a limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a rehired retiree through offering new limited contracts, which automatically expire, shall be at the election of the Board upon recommendation of the Superintendent. A rehired retiree is not eligible for a continuing contract regardless of years of employment as a rehired retiree with the Board. This provision supersedes Section 3319.081 of the Ohio Revised Code and all other applicable laws.

3. SICK LEAVE:

A rehired retiree shall accumulate and may use sick leave in accordance with Article XIV of the negotiated agreement, but shall not be entitled to severance pay under Article XIX of the negotiated agreement or under law upon conclusion of employment as a rehired retiree.

4. GRIEVANCE PROCEDURE:

This provision of this agreement and such salary and contract will not be grievable under the grievance procedure of this agreement nor through any claim or action filed before the State Employment Relations' Board (SERB) or any court of law.

Article XXVII
No Strike Agreement

For the duration of this contract, neither the Union, its agents, nor the employees represented by the Union shall engage in any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

The Board agrees not to lock out any bargaining unit employee from work during the term of this agreement.

A violation of this clause will represent an illegal breach of this contract.

Article XXVIII
Assault Leave

A. DEFINITION

1. Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code (ORC) the employer will grant assault leave to members of the bargaining unit absent due to disability received for serving under the following conditions:
 - a. Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during or after school hours in a school related Board approved function or activity will be paid his/her compensation until said employee is able to return to duty. This period of absence as defined in this provision shall be termed "assault leave."

B. CONDITIONS

1. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:

- a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.
- b. A written medical report shall be filed with the Superintendent by a state licensed physician stating the nature of the disability and its duration.
- c. The leave shall be limited to a maximum of ten (10) days unless additional time is granted by the Superintendent.
- d. Assaultee must be willing to testify on the Board's behalf if charges are filed against the assaulter.
- e. In order to qualify for assault leave, the assault must be reported to the appropriate law enforcement agency by either the employee seeking leave or by the building administrator.

**Article XXIV
Contrary to Law**

If any provision(s) of this agreement are contrary to law, then such provision(s) shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect.

If, during the term of this contract, a mandatory state or federal law or regulation is passed that makes a part of this contract invalid, representatives of the Board and OAPSE Local #492 shall meet within sixty (60) days of a written request by either party to resolve the differences between the new mandatory state or federal law or regulation and the existing contract.

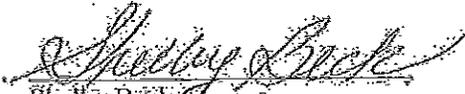
**Article XXX
- (Non-contractual language/agreement)
Waiver Day**

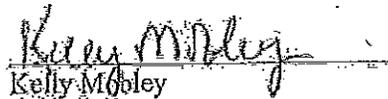
The Board and OAPSE Local #492 agree to discuss the issues surrounding the possibility of the district being granted a waiver day.

Article XXXI
Duration

The Northeastern Local Board of Education and the OAPSE Local #492 do hereby adopt this Agreement to be in full force and effect from July 1, 2015 through June 30, 2018. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them.

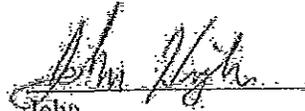
For the Union


Shelby Beck
President, OAPSE Local 492


Kelly Mobley
Field Representative

For the Board


James Roach
Superintendent


John
Board President

EXTRACURRICULAR CUSTODIAL WORK
(Outside the scheduled workday)

MEMORANDUM OF UNDERSTANDING

The parties agree that custodial work, which falls outside the normal day shift hours, will be offered to all members within the custodial classification first. Events that are not covered shall then be offered to members who are outside the classification and who indicated an interest and are qualified to perform the work. Members who are interested in working such events should contact the Custodial Supervisor to receive training and be qualified. Extracurricular work performed by members who are outside the classification shall be paid at Step 0, part-time evening custodial rate. Not all events shall require custodial coverage, but if an event that requires coverage does not have either a custodial or non-custodial member working, the supervisor shall assign the work and the parties shall immediately reconvene and re-negotiate this Memorandum of Understanding (MOU) and due affected and due affected sections of the Master Agreement only. This MOU shall be effective from July 1, 2015 through June 30, 2018, and shall not be subject of a grievance.

Appendix A
Wage Scale
July 1, 2015

Experience	Bus Driver	Maintenance	Building Head Custodian	Part-Time Evening Custodian	Building Secretary	Food Service Cook	Food Service Driver	Aides
0	16.41	16.78	15.93	14.72	14.48	13.44	14.15	12.56
1	16.71	17.12	16.26	15.02	14.74	13.72	14.40	12.79
2	17.00	17.38	16.51	15.27	15.01	13.96	14.62	13.06
3	17.24	17.63	16.77	15.53	15.24	14.22	14.79	13.33
4	17.49	17.89	17.04	15.78	15.52	14.48	15.01	13.56
5	17.76	18.15	17.28	16.03	15.77	14.71	15.17	13.80
6	17.93	18.34	17.48	16.24	15.94	14.92	15.40	13.98
7	18.14	18.53	17.67	16.43	16.18	15.10	15.59	14.17
8	18.33	18.74	17.86	16.61	16.35	15.30	15.78	14.37
9	18.52	18.91	18.07	16.81	16.55	15.50	15.97	14.58
15	18.90	19.31	18.44	17.20	16.94	15.87	16.25	14.96

**Appendix A
Wage Scale
July 1, 2016**

Experience	Bus Driver	Maintenance	Building Head Custodian	Part-Time Evening Custodian	Building Secretary	Food Service Cook	Food Service Driver	Aides
0	16.82	17.20	16.33	15.09	14.84	13.76	14.50	12.87
1	17.13	17.55	16.67	15.40	15.11	14.06	14.76	13.11
2	17.43	17.81	16.92	15.66	15.39	14.31	14.99	13.39
3	17.67	18.07	17.19	15.92	15.62	14.58	15.16	13.66
4	17.93	18.34	17.47	16.17	15.91	14.84	15.39	13.92
5	18.20	18.60	17.71	16.43	16.16	15.08	15.55	14.15
6	18.38	18.80	17.92	16.65	16.34	15.29	15.79	14.33
7	18.59	18.99	18.11	16.84	16.58	15.48	15.98	14.52
8	18.79	19.21	18.31	17.03	16.76	15.68	16.17	14.73
9	18.98	19.38	18.52	17.23	16.96	15.88	16.37	14.94
15	19.37	19.79	18.90	17.63	17.36	16.27	16.66	15.33

Appendix A
Wage Scale
July 1, 2017

Experience	Bus Driver	Maintenance	Building Head Custodian	Part-Time Evening Custodian	Building Secretary	Food Service Cook	Food Service Driver	Aides
0	17.16	17.54	18.66	15.39	15.14	14.06	14.79	13.13
1	17.47	17.90	17.00	15.71	15.41	14.34	15.06	13.37
2	17.78	18.17	17.26	15.96	15.70	14.60	15.29	13.66
3	18.02	18.43	17.53	16.24	15.93	14.87	15.46	13.93
4	18.29	18.71	17.82	16.49	16.23	15.14	15.70	14.20
5	18.56	18.97	18.06	16.76	16.48	15.38	15.86	14.43
6	18.75	19.18	18.28	16.96	16.67	15.60	16.11	14.62
7	18.96	19.37	18.47	17.18	16.91	15.79	16.30	14.81
8	19.17	19.59	18.68	17.37	17.10	15.99	16.49	15.02
9	19.36	19.77	18.89	17.57	17.30	16.21	16.70	15.24
15	19.76	20.19	19.28	17.98	17.71	16.60	16.99	15.64

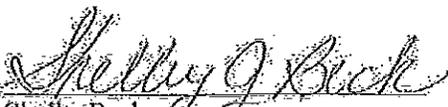
Memorandum of Understanding

Article XIII (E) states as follows:

All vacation time earned must be used within one year after it is earned. Special permission to carry over vacation time must be approved by the Superintendent and will be limited to no more than one year's accumulation. On July 1, 2003, any employee who has accumulated vacation time in excess of this provision shall have all of the excessive amounts paid off at the appropriate salary rate in effect when the vacation time was actually earned.

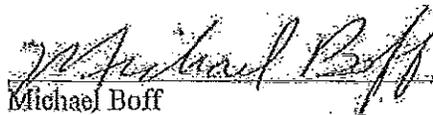
Because some employees do not desire to use their vacation leave, vacation balances are again substantially exceeding one year's accumulation for those employees. In an effort to be fair and just to those employees the Northeastern Local Board of Education and OAPSE Local 492 agree as follows:

In 2014 the treasurer shall calculate the accumulated vacation balance of each twelve-month employee on his/her anniversary date of employment. Any employee who has accumulated vacation time in excess of Article XIII (E) shall be paid off at the appropriate salary rate in effect when the vacation time was actually earned, leaving a balance equal to the amount accrued for the current year plus the two preceding years. Payment shall be made within sixty (60) days of the anniversary date of employment and will be combined with a regular pay period. This process shall be performed annually.


Shelby Beck
President of OAPSE Local 492

Date

4-1-14


Michael Boff
President of Northeastern Local
Board of Education

Date

4-15-2014