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MASTER CONTRACT

between the

**NORWAYNE EDUCATIONAL
SUPPORT PROFESSIONALS/OEA/NEA**

and the

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

**Effective
July 1, 2015 –
June 30, 2018**

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ARTICLE 1. RECOGNITION

101 Recognition (P.N. 1997)

The Norwayne Local Board of Education (Wayne County, Ohio), hereinafter "Board," does hereby recognize the Norwayne Educational Support Professionals/ OEA/NEA, hereinafter "Association," as the exclusive representative for all employees in the bargaining unit.

102 Bargaining Unit Defined (P.N. 2015)

A. Included

Paraprofessional; Bus Driver; Lead Building Custodian, Custodian, Custodian 1st Assistant, Groundskeeper; Head Cook, Cafeteria-First Assistant, Cafeteria-Second Assistant; Secretary; Clerical Assistant, Library/Media Assistant; Van Driver.

B. Excluded

Bus Transportation Coordinator, Assistant Bus Coordinator, Cafeteria Coordinator, Superintendent's Secretary, Board Treasurer, Substitutes, EMIS Coordinator, Maintenance Coordinator and Assistants to the Treasurer, and all certified/licensed employees.

ARTICLE 2. NEGOTIATIONS PROCEDURE

201 Meetings (P.N. 2006)

- A. A written request for meetings will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. This request shall be submitted on or before the 120th calendar day prior to the expiration of this Contract, and negotiations shall start on or before the 90th calendar day prior to the expiration of this Contract. Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure for the purpose of beginning negotiations earlier by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.
- B. Any subject matter to be considered during negotiations will be specified in writing.
- C. The first negotiation session shall be held within fifteen (15) days of the date of the filing date of the Notice to Negotiate to SERB (State Employment Relations Board).
- D. At the first negotiation session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for a final contract. Topical listings by either party of items proposed for negotiations, i.e. "agenda lists," shall constitute a clear failure of compliance and may be disregarded. After the first negotiation session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.
- E. Representation shall be the Association President and up to six (6) representatives, the OEA Labor Relations Consultant, and three (3) representatives from the Board. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
- F. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions necessary. Clerical assistance may be provided at the cost agreeable to both parties. The cost of such consultants shall be borne by the party requesting their services.

- G. Relevant data and supporting information, proposals and counterproposals will be presented.
- H. All negotiations shall be conducted in closed session.
- I. During the period of negotiations, interim reports of progress may be made to the Association by its Negotiations Committee and to the Board by the Superintendent and/or the representative Board member. However, while negotiations are in process, any release to news media shall be approved by both negotiation teams.
- J. Prior to the end of any negotiations meeting, there shall be agreement to the time, place, and date of the subsequent meeting until negotiations are completed.
- K. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus. Caucuses shall not exceed thirty (30) minutes, unless extended by mutual agreement. Separate caucus rooms and copy equipment will be provided.
- L. Any time limits established under this Article may be modified by mutual agreement of the parties.

202 Agreement (P.N. 2006)

- A. As tentative agreement is reached on each proposal it shall be initialed by the Chief Spokesperson of each team, dated and removed from further bargaining, including mediation or fact-finding or both. Any item not proposed with definite written changes in the initial proposal of either party shall be initialed at the first negotiations session as tentatively agreed and is subject to the provision above.
- B. When total tentative agreement is reached through negotiations, the total outcome shall, within seven (7) calendar days, be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within seven (7) calendar days upon the total outcome. Any resulting agreement shall be binding on the parties. The Agreement will prevail over any conflicting Board policy.
- C. The signed contract shall be printed in the same format as the Teachers Association in sufficient quantity for all members of the bargaining unit, Administration, and the Board within thirty (30) days of signing. The cost of printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party.

203 Disagreement (P.N. 2006)

- A. Responsibilities
 - 1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such facilities as are provided by this Contract and ORC 4117.
 - 2. Good faith involves coming to the negotiating table with the intention of negotiating not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association 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 or to offer counterproposals. However, neither party is compelled to agree to a proposal or make a concession. Good faith requires both parties to recognize negotiations as a shared process.

3. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Impasse Procedures

1. If the parties are unable to reach an agreement, either party may declare that an impasse exists. The parties shall then request the services of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving the remaining issues.
2. Mediation, as set forth above, constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of the settlement procedures set forth in ORC 4117.14.
3. If the parties have complied with the dispute settlement procedures outlined above and there has been no settlement by the expiration date of the Collective Bargaining Agreement, the Association retains the right to strike as outlined in ORC 4117.14(D)(2).

ARTICLE 3. GRIEVANCE PROCEDURE

301 Definition of A Grievance (P.N. 1997)

A "grievance" is a claim of a bargaining unit member, a group of bargaining unit members, or the Association that this contract has been misinterpreted, violated, or misapplied.

302 Definition of Terms (P.N. 2015)

The term "grievant" or "aggrieved" shall include all employees in the bargaining unit, any group of employees in the bargaining unit acting as a class, or the Association acting on behalf of itself or for any employee in the bargaining unit or group of employees in the bargaining unit. For purposes of this article days shall be defined as actual working school days during the school year. During the summer, days will be defined as weekdays, Monday through Friday, excluding legal holidays.

303 Rights of the Grievant and the Association (P.N. 2006)

- A. A grievant may appeal on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any employees' organization other than the Association.
- B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement and offer testimony to insure that the settlement is not inconsistent with the terms of this Negotiated Agreement.
- C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this School District.
- D. No member of the Association may submit a grievance to arbitration without the consent of the Association.

- E. If a grievance appears to arise from the action of an authority higher than the Immediate Supervisor and/or affects a group of members or the Association, it may be submitted at Step Two, below.
- F. Any grievance not settled at an informal level shall be reduced to writing and shall state such relief sought.
- G. Any grievance may be dealt with by the grievant seeking redress with the Immediate Supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.
- H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
- I. Time limits specified herein are considered maximum; however, they may be extended by written agreement by the parties. Failure to timely respond to a grievance allows the grievance to advance to the next level. Failure to timely advance a grievance to the next level serves to further bar the grievance.
- J. Every bargaining unit member who wishes to file a grievance must file a copy with the Association on or before said grievance is presented to the Administration.

304 Procedure (P.N. 2006)

A. Informal Step

If a grievant believes that there is basis for a grievance, the grievant may first discuss the matter with an Immediate Supervisor in an effort to resolve the problem informally.

B. Step One

If the grievance is not resolved within five (5) days of such informal meeting, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her Immediate Supervisor by submitting a completed Grievance Report Form (Appendix A) within thirty (30) working days of the latest, most current, event giving rise to the alleged grievance. Within five (5) days of receipt of the grievance, the Immediate Supervisor shall meet with the aggrieved and/or the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The Immediate Supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the Association. If such disposition is not timely filed, the grievance shall be sustained.

C. Step Two

If the aggrieved is not satisfied with the disposition of the grievance in Step One, the grievant and/or the Association shall complete the Grievance Report Form, Step Two, and submit the grievance to the Superintendent within five (5) days of the disposition of Step One. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step Two and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition. If such disposition is not timely filed, the grievance shall be sustained.

D. Step Three

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, the grievance may be submitted to arbitration before an impartial arbitrator by the grievant and/or his/her representative by completing the Grievance Report Form, Step Three, within ten (10) days and filing same with the Board. If the Board and the Association cannot agree as to the arbitrator, then he/she shall be selected from a list or lists as provided by the American Arbitration Association according to their voluntary rules and regulations. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne by the party determined to be at fault.

ARTICLE 4. INDIVIDUAL RIGHTS

401 Evaluation Process (P.N. 2012)

- A. The following bargaining unit members shall be evaluated:
1. All probationary bargaining unit members following completion of ninety (90) workdays of service and again prior to the completion of one hundred eighty (180) workdays of service;
 2. All bargaining unit members in the second year of service to the District will be evaluated prior to April 1 of that year;
 3. All bargaining unit members who have completed two (2) years of service will be evaluated annually.
- B. A bargaining unit member has the right to discuss the contents of an evaluation with the possibility of changing the contents with the evaluator and subsequently the Superintendent.
- C. A bargaining unit member who has completed the probationary period and whose job is in jeopardy due to unsatisfactory job performance will be placed on a Performance Improvement Plan (PIP). The PIP will reflect the specific performance deficiencies, clear expectations for performance, and the consequences if the performance expectations are not met. The bargaining unit member will have a minimum of four (4) workweeks to demonstrate improved performance consistent with the expectations in the PIP. A bargaining unit member who fails to meet the expectations of the PIP and/or fails to sustain the expected level of performance after successfully completing the PIP, may be terminated, subject to the procedures set forth in Section 403 C and D below.

402 Probationary Bargaining Unit Members (P.N. 1997)

- A. New bargaining unit members shall be on probation for a period of one hundred twenty (120) workdays which shall include any consecutive days substituting in the position.
- B. The Board reserves the right to dismiss bargaining unit members during the last half of the probationary period without reason. During the first half of such probationary period, any dismissal shall not be arbitrary or capricious.
- C. Bargaining unit members who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status at least until such background check has been completed to the extent that is legally required. Failure to meet

the requirements of the criminal background check shall result in the immediate termination of employment.

403 Disciplinary Actions (P.N. 2015)

- A. Disciplinary actions shall include verbal reprimands, written reprimands, suspension and termination of bargaining unit members. Discipline shall normally be imposed on a progressive basis. However, the parties recognize some offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.
- B. Disciplinary actions including termination will be for just cause, except as provided for in Section 402, above.
- C. Bargaining unit members shall be notified of the right to have Association representation present at any conference where disciplinary action may be taken and will be given the opportunity to have such representation.
- D. Verbal and written reprimands, suspensions or terminations of bargaining unit members shall be undertaken only by the following:
 - 1. Superintendent
 - 2. Building Principal
 - 3. Transportation Coordinator
 - 4. Maintenance Coordinator
 - 5. Cafeteria Coordinator

404 Personnel Files (P.N. 2015)

- A. Location and Maintenance

The official personnel file for all bargaining unit members shall be kept and administered by the Superintendent in hardcopy or electronic format. Information contained in any other file may not be used.
- B. Content of Personnel Files

The official personnel file of all bargaining unit members of the District shall contain the following:

 - 1. Application for employment;
 - 2. Copies of any certificates and/or licenses;
 - 3. Copies of any discipline or commendations;
 - 4. Copies of evaluations of the bargaining unit member's performance as made by the supervisory personnel;
 - 5. Bargaining unit member's response to the evaluation;
 - 6. Any correspondence relating to the bargaining unit member; and/or

7. Bargaining unit member's response to any correspondence as stated in B6, above.

NOTE: Confidential pre-employment references shall be kept in a separate file not accessible to anyone.

- C. Each bargaining unit member shall be given a copy of any information that is to be placed in his/her personnel file, with the exception of the confidential pre-employment references. The bargaining unit member shall have the right to respond to such material, in writing, and have the response attached to the specific material that is placed in the file.
- D. Access to the official personnel file shall be available to the bargaining unit member and/or his/her representative upon written request to the Superintendent. Access shall be provided no later than one (1) day after the submission of the request.
- E. No one other than administrative personnel and Board members shall have access to an individual bargaining unit member's file. Any information that is requested by a party that, under the law, has the right to do so shall not be forwarded without the knowledge of the bargaining unit member. However, the individual bargaining unit member shall have the right to have any material contained in his/her file forwarded to any agency or individual that he/she requests.
- F. There will be no charge for one (1) copy of each material placed in or requested from a bargaining unit member's personnel file. All additional copies will be provided at an added expense to the bargaining unit member.
- G. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely or inappropriate for retention. If a bargaining unit member believes that this Section is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 prior to filing a grievance.

405 Physical Examinations (P.N. 1997)

When physical examinations are required for a position, the Board will send the bargaining unit member to a physician of the Board's choice and pay for the cost of the physical examination not covered by insurance within thirty (30) calendar days or will pay the amount not covered by insurance toward the physician of the bargaining unit member's choice. If the Board otherwise requires a bargaining unit member to undergo a physical examination, it shall send the bargaining unit member to a physician of the Board's choice, and shall pay the entire cost of the examination not covered by insurance. The use of insurance by this section will not preempt or supersede a bargaining unit member's right to a paid annual physical examination provided by Section 1301 (Medical Insurance), herein.

406 Abstracts (P.N. 2015)

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

407 Educational Growth (P.N. 2006)

- A. When the Superintendent requires a bargaining unit member to attend a workshop, seminar, or other similar program, the Board shall pay registration, tuition or such fees as required for the workshop, seminar, or program, and up to Seventy-Five Dollars (\$75.00) per each day of the conference of documented out-of-pocket expense for which the bargaining unit member has submitted receipts to the Treasurer. Receipts must be submitted within five (5) days of the

bargaining unit member's return from Professional Leave.

- B. Bargaining unit members may apply to attend workshops, seminars or other similar programs that relate to their employment responsibilities and, if approved, will have registration, tuition or such fees as are required for the workshop, seminar or program paid by the Board. Travel expenses will be reimbursed consistent with Board guidelines.

408 Administration of Student Medications (P.N. 2009)

- A. The administration of student medication shall be in accordance with the Ohio Revised Code and its regulations. Designated persons employed by the Board who are authorized to administer student medications prescribed for the student will not be required to dispense such medication without appropriate training provided by the Board.
- B. No bargaining unit member who is authorized by the Board to administer medication to students during school hours and who has a copy of the most recent physician's statement shall be liable in civil damages for administering or failing to administer the medication, unless he/she acted in a manner that would constitute "gross negligence or wanton or reckless misconduct."
- C. Bargaining unit members whose religious convictions prohibit administering medication shall not be required to administer medication.

409 First Aid Supplies (P.N. 1997)

First aid supplies will be made available in reasonable quantities to bargaining unit members.

410 Complaints (P.N. 1997)

- A. When a complaint is made to the Board or any of its members or Administrators by a student's parents or any other member of the public concerning a bargaining unit member's conduct or other activities that relate to the bargaining unit member's employment duties, the bargaining unit member shall be informed by the appropriate Administrator of the stated concern. If after administrative investigation, the concern is to be used as a negative in evaluation or as a basis for disciplinary action, the complainant's identity shall be made known to the bargaining unit member. The appropriate Administrator and bargaining unit member shall attempt to resolve the party's complaint with the complainant prior to any disciplinary action being taken.
- B. Should the complaining party still not be satisfied and bring the concern to the Board, the bargaining unit member shall be so informed and have the right to provide the Board with information concerning the issue. In no case shall such a complaint be grounds for action or reprimand or discipline against a bargaining unit member without the bargaining unit member's having prior notice to show why the bargaining unit member should not be disciplined.
- C. Any administrative written communication with parents concerning a particular bargaining unit member shall be preceded by a copy being sent to the bargaining unit member. Any bargaining unit member written communication to (a) parent(s) concerning the Board or the Administration of the District/School shall be preceded by a copy of the communications being sent to the appropriate Administrator or Board Treasurer.

411 Athletic Passes (P.N. 1997)

Bargaining unit members shall receive passes for themselves only to all home athletic events. These passes are not transferable to any other person.

412 Student Discipline (P.N. 2000)

- A. A completed Student Behavior Referral Form (SBR) (Appendix B) shall be returned to the bargaining unit member by the appropriate Administrator in a timely fashion.
- B. Bargaining unit member will be invited to discipline meetings only if these meetings do not interfere with mandatory duties.

413 Compensation Notice (P.N. 2000)

All non-probationary bargaining unit members shall be granted a compensation notice. All compensation notices issued to bargaining unit members shall contain the bargaining unit member's job classification, basic hourly rate, anticipated number of regular hours per week, anticipated shifts to be worked, and anticipated days to be worked for the succeeding year. These notices shall be issued upon employment (September 1, 1997 for employees hired prior to this date) and when there is an anticipated change in the parameters therein, except for annual compensation changes. In addition, when recalled/changing positions and/or a newly hired employee, a schedule of actual days to work, time to work and job description will be given to the affected employee at least one (1) week before the first day of the new school year or on the first day of work if newly employed.

414 Nepotism (P.N. 1997)

Employment and transfers shall not be denied because an immediate family member (as defined in Section 501F, herein) is an employee of the District. However, this shall not prevent the transfer of an immediate family member if the family relationship interferes with the performance of work as reasonably determined by the Supervisor or if one immediate family member would be required to supervise another immediate family member.

ARTICLE 5. LEAVE PROVISIONS

501 Sick Leave (P.N. 2015)

- A. The total number of days accumulation for the use of Sick Leave for all bargaining unit members shall be two hundred sixty (260).
- B. Bargaining unit members shall earn Sick Leave credit at a rate of one and one-fourth (1-1/4) days per month for each month in which the member works.
- C. A bargaining unit member newly employed by the District will be credited for unused Sick Leave accumulated in other public school employment. This shall be in keeping with Ohio Revised Code 143.29 and necessary verification by the proper public agency.
- D. Each newly hired bargaining unit member and any bargaining unit member who has exhausted his/her Sick Leave shall be credited with five (5) days of Sick Leave per year if there is reasonable expectation that the bargaining unit member will return after leave. If any of these five (5) days of Sick Leave are used, they shall be deducted from the Sick Leave accumulated during that contractual year, or if necessary, the following contractual year. If the bargaining unit member ends employment using the advance leave and not earning the same, he/she shall have the per diem amount deducted for said unearned Sick Leave from the last paychecks issued by the Board. Recovery for any other unreimbursed amount may be through Small Claims Court.
- E. Bargaining unit members employed by the Board, upon approval of the Superintendent, may

use Sick Leave for the following reasons limited to the total accumulation of unused Sick Leave: (1) personal illness or injury; (2) pregnancy; (3) exposure to contagious disease; and (4) illness, injury or death in the immediate family.

- F. "Immediate family" means spouse, children, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, and daughter-in-law, son-in-law. In addition to those otherwise provided above, the death of aunts, uncles, and sisters-in-law, brothers-in-law will also be included. A bargaining unit member who is solely responsible for his/her aunt, uncle, sister-in-law and/or brother-in-law may also use up to three (3) days sick Leave for the reasons set forth in Paragraph E, above.
- G. Upon request each bargaining unit member shall receive a statement from the Board Treasurer on the first pay of September each year showing the dates during the previous school year that Sick Leave was charged against said bargaining unit member, the total number of Sick Leave days used during the school year, and the total number of accumulated and unused Sick Leave days to the credit of said bargaining unit member. The information required hereby shall be current to the first day of July immediately preceding the last day of the school year.
- H. Upon return from Sick Leave, bargaining unit members will complete the leave form (electronic or hard copy) (Appendix C) to justify the use of Sick Leave.
- I. Use of accrued days will continue to be allowed in one-quarter (1/4) day increments.
- J. A bargaining unit member who gives birth to a child need not provide proof of medical care for the six (6) calendar weeks following the birth. Any Sick Leave used beyond those six (6) weeks will require a physician's statement specifically describing the medical reasons for the need for further paid Sick Leave.

502 Personal Leave (P.N. 2015)

- A. Each bargaining unit member shall be granted up to three (3) days of Personal Leave per school year. Such leave shall not be cumulative.
- B. Personal Leave shall be granted for the following reasons:
 - 1. Personal business;
 - 2. Emergencies of any immediate nature;
 - 3. Religious holiday;
 - 4. Compulsory court attendance (See Section 506, below);
 - 5. Marriage in immediate family;
 - 6. Death of close friend or relative not covered under present Sick Leave;
 - 7. College graduation; and
 - 8. Professional improvement.
- C. The Superintendent may also grant personal leave for a once in a lifetime event.
- D. The bargaining unit member shall notify his/her Building Principal/ Supervisor of his/her intent

to request Personal Leave on the leave form (Appendix C).

- E. Except for emergencies, notification should be at least three (3) working days in advance. In emergency situations, the form shall be completed by the bargaining unit member upon return to work. However, the bargaining unit member is obliged to notify the Building Principal/Supervisor of the emergency and the need to be off from his/her work assignment, so as to provide the Building Principal/Supervisor with the opportunity to arrange for a substitute for the bargaining unit member. The Superintendent shall notify the bargaining unit member requesting Personal Leave at least twenty-four (24) hours prior to the requested date as to the status of the leave.
- F. Personal Leave shall not be used for shopping trips, secondary employment, seeking other employment, for taking or extending a vacation/holiday, or for any recreational activities without the express written approval of the Superintendent.
- G. If Personal Leave is requested for reason B1 or B8, above, the last five (5) weeks of school, the express written approval of the Superintendent, regardless of reason, must be obtained.
- H. No more than one (1) bus driver or paraprofessional, and two (2) individuals at any building, may be on Personal Leave for reason B1 or B8, above.
- I. Each bargaining unit member shall be paid a regular day's pay at the time of payment for each Personal Leave day remaining unused by the last day of school with his/her second paycheck in June, to a maximum of three (3) days. Any bargaining unit member using a short-term leave of absence day(s) will not be eligible for the Personal Leave incentive.

503 Emergency and Hazardous Leave (P.N. 1997)

If by act of God, any bargaining unit member is prevented from reaching school on a regularly scheduled school day, such bargaining unit member will be granted Emergency and Hazardous Leave with pay if Personal Leave is exhausted. (See Appendix C)

504 Extended Leave of Absence (P.N. 1997)

A. Leave of Absence Request

- 1. Upon written request (Appendix C) of a bargaining unit member, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional or other purposes.
- 2. Upon written request (Appendix C) of a bargaining unit member, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
- 3. Upon subsequent request, such leave may be renewed by the Board.
- 4. Upon return to service of a bargaining unit member at the expiration of a leave of absence, he/she shall be placed in the category which he/she was in prior to such leave.

B. Leave of Absence for Professional Improvement

A bargaining unit member who has completed five (5) years of service in the District may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

1. The bargaining unit member shall present to the Superintendent for approval a plan for professional growth, prior to such a granting of permission being attached to the leave form (Appendix C), and at the conclusion of the leave provide evidence that the plan was followed;
2. The Board may not grant such leave to more than five percent (5%) of the bargaining unit members at any one time;
3. The Board shall not grant said leave for more than one (1) school year;
4. The Board shall not grant said leave to any bargaining unit member more often than once each five (5) years of service; and
5. The Board shall not grant said leave a second time to the same individual when other members of the staff have filed a request for leave.

505 Association Leave (P.N. 1997)

- A. A maximum of two (2) elected delegates from the Association shall be granted a maximum of two (2) days annually for Association Leave. This leave shall be granted with pay.
- B. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted leave to attend such meetings. Such leave shall not be counted as part of the Association Leave as outlined in 505/A, above, and shall be without pay.
- C. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute arranged for by the Administration. The leave form (Appendix C) shall be completed.
- D. Release time shall be granted to Association representatives, including the Association President, in order to represent bargaining unit members at meetings and hearings.

506 Adjudication Leave (P.N. 1997)

- A. The Board shall grant full pay when a bargaining unit member is subpoenaed for any court, SERB hearing, American Arbitration Association (AAA) hearing, or jury duty by the United States, State of Ohio, or a political subdivision.
- B. When granted such leave, the bargaining unit member shall be replaced by a qualified substitute according to Board adopted policy.
- C. If said bargaining unit member must serve on jury duty, any pay received shall be remitted to the Treasurer of the Board and attached to the completed leave form (Appendix C) so that no reduction in regular pay will result.
- D. Excepting jury duty, if the case involves the bargaining unit member as a primary litigant, Personal Leave, under Section 502, above, must be used first prior to using this leave.

507 Military Leave (P.N. 1997)

As provided for in ORC 3319.14, Military Leave will be granted to bargaining unit members. Benefits will be granted as maximum allowable by law. (See Appendix C)

508 Unpaid Child Care Leave (P.N. 2012)

A Child Care Leave of absence without pay shall be granted to a bargaining unit member as follows upon completion of the leave form (Appendix C):

- A. A bargaining unit member who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the bargaining unit member, and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
- B. A male bargaining unit member will be entitled, upon request, to a leave of absence without pay between the time of the birth of his child and one (1) year thereafter.
- C. A bargaining unit member adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence for the adoption of a child that is not yet school age will not exceed a total of one (1) year. The leave of absence for the adoption of a school age child will be limited to the leave necessary to complete the adoption process.

509 Assault Leave (P.N. 1997)

- A. Assault Leave shall be granted to a bargaining unit member who is absent from his/her assigned duties because of an injury resulting from an assault. Said leave shall not be charged against Sick Leave. Said bargaining unit member shall be granted the aforementioned Assault Leave and shall be maintained on full pay status during such absence.
- B. A bargaining unit member shall be granted Assault Leave according to the following rules:
 - 1. The incident resulting in the absence of the bargaining unit member must have occurred during the course of employment with the Board;
 - 2. Upon notice to the Principal or Immediate Supervisor that an assault upon a bargaining unit member has been committed, any bargaining unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the bargaining unit member's knowledge regarding said assault, sign the statement, and present it to the Building Principal or Immediate Supervisor;
 - 3. If the bargaining unit member receives medical attention and/or is absent from his/her assigned duties more than three (3) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before Assault Leave payment is made;
 - 4. A bargaining unit member shall not qualify for payment of used Assault Leave until he/she has completed the leave form (Appendix C);
 - 5. Said bargaining unit member shall not be permitted to accrue Assault Leave;
 - 6. Payment for Assault Leave shall be at the assaulted bargaining unit member's rate of pay in effect at the time of the assault or the rate for which the member may become eligible in accordance with the Ohio Revised Code;

7. Payment shall be discontinued when the bargaining unit member elects to retire or is no longer under contract with the Board; and
8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment.

510 Unpaid Short Term Leave (P.N. 2015)

Bargaining unit members may take unpaid short term leave for four (4) school days per year with a ten (10) day prior notice to the Superintendent and the Principal. Any member requesting an unpaid short term leave must have exhausted all personal leave if applicable to the requested unpaid leave. Bargaining unit members should avoid using this leave contiguous with Thanksgiving, Christmas, and/or Spring Break, etc.

511 Family and Medical Leave Act (FMLA) (P.N. 2012)

- A. An eligible employee may take up to twelve (12) workweeks of unpaid leave (“FMLA Leave”) in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
 1. The birth of an employee’s child and to care for the child up to age one (1);
 2. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 3. To care for the spouse, child, or parent of an employee when that family member has a serious health condition; (Form WH – 380F)
 4. The employee’s inability to perform the functions of the position because of the employee’s own serious health condition; (Form WH – 380E)
 5. For qualifying military situations arising when a teacher’s spouse, son, daughter, or parent is on active duty or is called to active duty status. (Form WH – 384)
- B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member. (Form WH – 385)
- C. A “serious health condition” is defined as one that involves either inpatient care or one where the period of incapacity: 1) is more than five (5) consecutive calendar days and involves treatment by a health care provider; 2) is due to incapacity due to pregnancy or prenatal care; 3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition; 4) is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or 5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.
- D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

- E. For purposes of this Section, a qualifying military situation arises when a employee's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
- a. Attendance at official military-sponsored events,
 - b. To provide or arrange for alternative childcare or schooling,
 - c. To make financial or legal arrangements to address the member's absence while on active duty,
 - d. Counseling,
 - e. Rest and recuperation, and
 - f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

- F. To be eligible for FMLA Leave, the employee must:
1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 3. Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.
- G. Sick Leave taken in accordance with Article 5, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.
- H. The Board shall notify the bargaining unit member of FMLA eligibility within three (3) business days of learning of the need for FMLA leave. (Form WH 381 and WH 382)
- I. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- J. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in

good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. “Intermittent Leave” means leave taken in separate periods of time due to a single illness or injury, rather than for one (1) continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of Intermittent Leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA Leave or a Reduced-Work Schedule to care for a spouse/child/parent who has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. When FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a Reduced- Work Schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the employee to the same position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When an employee is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix I) that the employee is able to resume the job functions for his/her position.
3. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the employee’s control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee’s health care provider shall be provided in a timely manner and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

- M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 17, 2009. If there are any inconsistencies between this Article of the Master Agreement and the amended Family and Medical Leave Act of 1993, the amended Family and Medical Leave Act of 1993 shall prevail.

512 Fringe Benefits (P.N. 1997)

Bargaining unit members on an unpaid approved leave of absence, except as provided in Section 511, above, shall be permitted to continue in all fringe benefits upon payment to the Treasurer of the Board of the amount of premiums monthly.

513 Attendance Incentive (P.N. 2015)

- A. A bargaining unit member not using any Sick Leave or Personal Leave or unpaid Short-Term Leave for any nine-weeks of the student school year will receive a fifty dollar (\$50.00) incentive bonus, subject to all appropriate deductions. For purposes of this section of the Agreement a year is considered to be the period of time from the first day of school with students to the last school day with students. An additional fifty dollar (\$50.00) incentive bonus, subject to all appropriate deductions, may be received by twelve month employees for not using any Sick Leave or Personal Leave or unpaid Short-Term Leave for the period between the last student day to the first student day of the next school year. It will be the responsibility of the member to present verification of the non-use of Sick Leave to the Treasurer's Office on the final day of each nine-weeks. Members on unpaid leave of absence are not eligible for this provision. All incentive amounts are prorated for bargaining unit members who are hired mid-work year and for part-time members based on regularly scheduled hours in a standard work week.
- B. Incentive payments will be made with the second paycheck following the end of the nine weeks.
- C. Failure to timely submit leave forms may jeopardize a bargaining unit member from collective the incentive.
- D. Employees who work multiple jobs are entitled to only one incentive bonus.

514 Sick Leave Bank (NEW 2015)

- A. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in 514/C, below, exhaust the employee's accumulated Sick Leave.
- B. Each employee may contribute one (1) day of his/her accumulated Sick Leave to a common Sick Leave Bank prior to September 30 of each year. Such contributions are irrevocable. Employees who have contributed days to the Sick Leave Bank from previous years are not required to contribute an additional day unless the Sick Leave Bank falls below 40 days. Only employees who have contributed to the Sick Leave Bank may apply for days. Participation in the Sick Leave Bank shall be voluntary.
- C. Upon depleting accumulated Sick Leave, Personal Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job, a member may request days from the Sick Leave Bank. The request shall be granted if the member meets the following conditions: 1) District records show that the member has exhausted his/her accumulated Sick Leave and Personal Leave; 2) the member is not eligible for lost time compensation under Workers' Compensation or under SERS disability; 3) the member is a contributing member to the Sick Leave Bank; and 4) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
- D. Members may not use days from the Sick Leave Bank for routine pregnancy related leave.

- E. Members may not use more than forty (40) days at any one time from the Sick Leave Bank.
- F. The District shall keep accurate records of days accumulated by the Sick Leave Bank and of Sick Leave used by the Sick Leave Bank. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.

ARTICLE 6. VACATION

601 Eligibility and Entitlement (P.N. 2012)

Each full-time bargaining unit member who works twelve (12) months shall receive the following vacation entitlement:

More than one (1) year and less than seven (7) years of continuous service:	Two (2) weeks
Seven (7) years but less than twenty (20) years of continuous service:	Three (3) weeks
Twenty (20) years or more of continuous service:	Four (4) weeks

602 Scheduling (P.N. 2009)

- A. Vacation may be taken at a time or times mutually convenient to the bargaining unit member and the District. Up to five (5) vacation days may be scheduled during the three (3) weeks prior to the school year or during the school year. The remaining days will be scheduled when school is not in session. Vacation schedules shall be scheduled through and subject to the approval of the Supervisor, Building Principal and/or the Superintendent. Applications for vacation during the months of June, July, and August are to be filed by May 1 and shall be in writing. Written applications for other months must, also, be approved by the Immediate Supervisor, Building Principal and/or Superintendent and filed not less than two (2) weeks prior to the beginning date of such vacation.
- B. Days contiguous to those already scheduled, may be added with the Superintendent's approval if the additional written request is made at least two (2) weeks prior to the scheduled vacation. Written applications for other months must, also, be approved by the Immediate Supervisor, Building Principal and/or Superintendent and filed not less than two (2) weeks prior to the beginning date of such vacation. The Immediate Supervisor, Building Principal and/or Superintendent may waive the two (2) weeks' requirement if circumstances so warrant.

603 School Closures (P.N. 2015)

If schools are closed per section 1004, any vacation days will still be charged for that day.

604 Sick Leave Conversion (P.N. 1997)

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

605 Holiday Conversion (P.N. 1997)

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

606 Accrual (P.N. 1997)

Bargaining unit members may not accrue more than thirty (30) vacation days.

607 Pay At Retirement (P.N. 1997)

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

ARTICLE 7. PAID HOLIDAYS

701 Nine (9) and Ten (10) Month Bargaining Unit Members (P.N. 2012)

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

- A. Labor Day
- B. Thanksgiving Day
- C. December 25*
- D. New Year's Day
- E. Martin Luther King Day (third Monday in January)
- F. Good Friday
- G. Memorial Day

*Custodians are to receive an additional paid holiday during the Christmas Recess which will be taken on Christmas Eve or New Year's Eve without authorized leave as in Section 704, below. Custodians shall report their time worked and holiday taken during Christmas Recess on an appropriate time sheet, provided by the Board.

702 Twelve (12) Month Bargaining Unit Members (P.N. 2009)

In addition to the holidays listed in Section 701, above, eleven (11) and twelve (12) month bargaining unit members shall receive Independence Day as a paid holiday.

703 Saturday/Sunday Scheduling (P.N. 1997)

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

704 Requirement For Pay (P.N. 2015)

To be eligible for holiday pay, a bargaining unit member must work the workday preceding and the workday following a holiday or have authorized paid leave on such day. In the event of a school closure day where the member is not required to report to work, the member will be eligible for holiday pay.

705 **Calculation of Time (P.N. 2012)**

Only hours actually worked shall be counted as hours worked in computing overtime.

ARTICLE 8. SENIORITY, LAYOFF, AND RECALL

801 **Seniority Defined (P.N. 2015)**

- A. Seniority is that length of time a bargaining unit member has served continuously in the Norwayne Local Schools, from the most recent hire date, as a regular full-time or regular part-time bargaining unit member.
- B. There shall be a probationary period of one hundred eighty (180) workdays during which bargaining unit members shall not have any seniority. Upon retention after completion of the probationary period, seniority shall be computed from the date of hire.
- C. Bargaining unit members with system seniority who change job classifications shall serve an additional eighty (80) working day probationary period. The bargaining unit member has the right to return to the previous job classification at any time during this probationary period. The Board has the right to return the bargaining unit member to his/her previous job classification at any time during this probationary period.
- D. **Seniority Roster**
 - 1. On or before November 1 of each school year, the Association President and the Superintendent will cooperatively develop a seniority roster by job classification, as well as the date the bargaining unit member submitted his/her letter of intent or application in the District. This roster will be in descending order of seniority as defined above. After completion of the roster, it shall be posted.
 - 2. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave for a work year or more shall not count toward seniority.
 - 3. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 - a. if a tie remains, the date of the Board meeting at which the bargaining unit member was hired; and then
 - b. if a tie remains, in the order in which the employee was hired on the board agenda.
 - 4. **Breaking Seniority**

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

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

802 Layoff (P.N. 2015)

A. If it becomes necessary to reduce the number of bargaining unit members in a job classification due to the abolishment of positions, lack of work or building closures, lack of funds, or for any other good reason, the Board may make such reductions through the layoff procedure set forth herein.

B. The following guidelines for layoff will apply:

1. Attrition

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

2. Layoff

In any layoff, the concept of seniority shall prevail. Reduction not achieved by attrition shall be accomplished first by laying off new bargaining unit members in the initial probationary status in the job classification affected. Additional reductions shall begin with the bargaining unit member with the least system seniority in the job classification affected.

3. In Lieu Of

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

4. Bumping

a. A bargaining unit member laid off from his/her job classification may, if qualified and if holding greater system-wide seniority, bump the least senior bargaining unit member in any lower rated job classification within the bargaining unit member's job category and if none is available, bump any least senior bargaining unit member in any classification previously worked, if still qualified. Any bargaining unit member exercising bumping rights shall be placed on the job classification salary schedule in accordance with the bargaining unit member's service in that job category. The bargaining unit member shall have four (4) working days to exercise such right after notification of layoff.

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

1) Custodial

- a) Lead Building Custodian
- b) Custodian
- c) Custodian 1st Assistant
- d) Groundskeeper

- 2) Transportation
 - a) Bus Driver
 - b) Van Driver
- 3) Paraprofessionals
 - a) Pre-School
 - b) Classroom
 - c) Special Education
- 4) Cafeteria
 - a) Head Cook
 - b) Cafeteria-First Assistant
 - c) Cafeteria-Second Assistant
- 5) Clerical
 - a) Secretary
 - b) Clerical Assistant
 - c) Library/Media Assistant

C. Bargaining unit members who bump into another job classification within their job category or in a classification in which they have previously worked will be subject to a twenty (20) working day probationary period. The Board has the right to return the member to layoff status in the event the Board determines the member is not or is no longer qualified to perform the duties of the position into which the member exercised his/her bumping rights.

803 Recall (P.N. 2006)

- A. No person shall be hired to do the work of a person laid off, except after implementation of Paragraph B, below.
- B. Bargaining unit members shall retain recall rights for twenty-four (24) months from the date of layoff. Bargaining unit members shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified or registered mail to the bargaining unit member's last known address as shown on Board records or delivered in person. The District, to the extent possible, will notify members of recall prior to August 10 of each contract year. The recall notice shall state the time, date and place at which the bargaining unit member is to report back to work. A recalled bargaining unit member shall be given at least five (5) calendar days' notice excluding Saturdays, Sundays, and holidays to report to work. Failure to report within the required time shall terminate any recall rights. No bargaining unit member shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the bargaining unit member last held while employed in the District.

804 Temporary Substituting By Laid-Off Persons (P.N. 1997)

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

ARTICLE 9. VACANCY AND TRANSFER

901 Posting (P.N. 2009)

- A. When a job vacancy occurs due to retirement, termination, resignation, death, promotion or transfer, or creation of a new position, and the Board decides to fill the vacancy, a vacancy notice shall be posted for ten (10) working days in each building staffed by bargaining unit members of the bargaining unit. Job vacancy notices will be sent to the Association President.
- B. Such notices shall be posted in a designated open area, building/department office, transportation, staff workroom(s) and cafeteria(s) accessible to all bargaining unit members in each building. During summer months when school is not in session, in addition to postings in each building, all vacancy notices will be forwarded to the Association President and five (5) designated building representatives of the Association and other bargaining unit members who indicate an interest in writing to the Superintendent's Office before the end of the school year.

902 Bidding (P.N. 1997)

Bargaining unit members desiring a vacant position shall submit their bid to the Administrator who is designated on the vacancy notice within the ten (10) working day posting period. The vacancy notice shall contain a job title, rate of pay, and shift.

903 Filling Vacancies (P.N. 2009)

In filling vacancies on a permanent basis, the following guidelines shall be followed:

- A. First consideration shall be given to filling the job vacancy by transfer. If an employee in the same classification and position within such classification applies for the posted vacancy, such employee shall be awarded the posted vacancy. If more than one (1) employee in the same classification and position within such classification applies, the employee with the greatest classification seniority shall be awarded the position.
- B. If the posted vacancy is not filled by a voluntary or involuntary transfer, it shall be filled as follows:
 - 1. First consideration shall be given to promoting a qualified employee within the same classification working in a lower-rate position within such classification; and
 - 2. Second consideration shall be given to applicants not in the same classification.
 - 3. In determining which applicant shall be selected, the selection shall be made on the basis of selecting the best-qualified person for the position. In determining which individual is best qualified for the position, all applicants (including applications from individuals who are not regular full-time or part-time employees of the District) for the position shall be considered and will be given the opportunity for an interview for the posted vacancy. It shall be the prerogative of the Administration to determine which individual is the best qualified for the posted vacancy.
 - 4. In determining which individual is "best qualified," the Administration may consider all relevant factors including the prior work experience, schooling, acquired skills and demonstrated abilities of each applicant, prior work record of each applicant, reference information submitted, seniority of each applicant, and such other factors as the Administration may deem relevant.

- C. During the school year, vacancies are to be filled within thirty-five (35) workdays of the posting of the vacancy, if a qualified person applies, as determined by Paragraph 903/A, above.
- D. The District will notify the Association President or the Association Treasurer within five (5) days of filling vacant positions.

904 Transfer Outside Bargaining Unit (P.N. 1997)

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

905 Promotional Probationary Periods (P.N. 2009)

Bargaining unit members with system seniority who change job classifications or building assignment shall serve an additional forty (40) working day probationary period. Upon completion of the probationary period, the seniority shall be computed from the first date of hire. Based upon evaluation, the Board may determine that the bargaining unit member is not meeting the standards of quality and quantity normally expected of a qualified bargaining unit member in such a position. If such a determination is made, the bargaining unit member will be removed from the position and may return to his/her former position and rate of pay. The placement and removal of a bargaining unit member into or from a conditional job is not grievable.

906 Involuntary Transfers (P.N. 2009)

- A. The administration may involuntarily transfer an employee who is currently working in the same classification.
- B. An involuntary transfer will be made only after the employee's seniority and experience are considered.
- C. The superintendent/designee will discuss the reasons for the transfer with the bargaining unit member at least five working days prior to the effective date of the transfer.
- D. The bargaining unit member may request in writing a meeting with the Superintendent to discuss the merits of the transfer and at his/her option may have a representative of his/her choice at this meeting. No bargaining unit member will be involuntarily transferred to a position for which he/she is not qualified.
- E. A bargaining unit member may only be involuntarily transferred once per year without the bargaining unit member's agreement.
- F. The bargaining unit member and the Association shall be notified as soon as practicable of any involuntary transfer.

ARTICLE 10. HOURS

1001 Regular Rate (P.N. 2015)

- A. A full time employee is an employee who is regularly scheduled to work thirty (30) or more

hours in a standard five (5) day work week.

- B. Bargaining unit members will be paid straight (regular) rate pursuant to Article 11, herein, for each hour or portion worked for which the bargaining unit member is scheduled, except as otherwise provided herein.
- C. All bargaining unit members who work six (6) or more hours in a day are entitled to a thirty (30) minute unpaid uninterrupted duty free lunch.
- D. Bargaining unit members will receive a scheduled ten (10) minute paid break for each continuous four (4) hours of work, including overtime.

1002 Overtime Rate (P.N. 2012)

- A. The Board shall pay for overtime at the rate of time and one-half (1-1/2) the bargaining unit member's regular hourly rate for all hours actually worked in excess of forty (40) hours per workweek. Bargaining unit members who are regularly scheduled to work more than one (1) job shall have their regular hourly rate computed on the basis of the regulations of the Wage Hour Division of the Department of Labor.
- B. Authorized prescheduled overtime shall be offered on a rotational basis in a building within the classification by seniority.
- C. Compensatory time at the rate of one and one-half (1-1/2) hours for every hour of overtime worked in lieu of overtime pay is permissible when mutually agreed by the Board and the Supervisor if it is taken within three (3) weeks of the end of the week when the overtime work was performed.

1003 Saturday and Sunday Work (P.N. 2012)

Bargaining unit members who work Saturday and/or Sunday except bus drivers (see Field Trip, Section 2601), shall be compensated at their normal rate of pay unless the actual hours worked for the week exceed forty (40) hours, in which case they will be paid at the rate of one and one-half (1-1/2) their regular rate of pay for such hours worked in overtime status. The Board will not adjust an employee's weekly schedule to avoid payment of overtime for a Saturday or Sunday event/assignment. Should the Board mandate an employee work a Saturday or Sunday event after a holiday, it will be paid at time and one-half.

1004 School Closures (P.N. 2015)

- A. When (a) school(s) is/are closed because of an "act of God," inclement weather, hazardous road conditions, high water, no water, no heat, no power, etc., bargaining unit members may be required to report to work. Bargaining unit members will be informed by their direct supervisor if they are required to report to work. Any bargaining unit members who are not required to work will not be paid for those school closure days. In the event days are "made up," members will be required to work the scheduled days and will be paid for all hours worked on those days. If any employees have not worked the number of days reflected in their salary notice issued the prior June as a result of school closure days that have not been "made up," the employee will be made whole in their last pay period for the school year.
- B. School closures pay shall not be counted as hours worked for overtime.
- C. Employees who are not required to report and who are not notified of closings or delays, via radio or telephone, prior to their starting time, will be paid one (1) hour at their regular rate. If

employees are sent home early due to a calamity, the employees will be paid their regular rate for hours worked.

- D. No employee will be required to report to work in the event of a County-wide Level 3 emergency. In the event that the County-wide Level 3 emergency is lifted during the member's shift they shall report to work to complete their shift as expected by 1004 A.

1005 Pay for Training and Set Up (P.N. 1997)

Persons will be paid for time at Board facilities in training on new equipment, in establishing a new process or in setting up new equipment when such time is scheduled by the District outside of regularly scheduled time.

1006 Meetings Pay (P.N. 1997)

Meetings will be held during or at the beginning or end of working hours, whenever feasible.

1007 Salary Increments (P.N. 2015)

In order to determine salary increments, every bargaining unit member who works at least 120 days in the school year shall receive credit for the full year for salary purposes, i.e. one (1) full increment. Every bargaining unit member who works less than 120 days shall receive no credit for salary increment purposes.

1008 In-service (P.N. 2015)

- A. The District will provide four (4) hours of professional development the day following Fair Day. The professional development may include information on common medical conditions faced by students, lifesaving practices, and dealing with disruptive students at least once per contract cycle. This will be considered a required workday for all members. Twelve (12) month custodians will work the balance of their regularly scheduled hours beyond the four (4) hour professional development.
- B. For bargaining unit members who work less than twelve (12) months a year, the Board may establish up to five (5) additional days of at least six (6) hours per day for professional development or training beyond such bargaining unit members' regular contract year that are established with the annual calendar and are contiguous to the beginning of the contract year (except transportation, who historically have a day of work two (2) weeks prior to the start of school), unless the parties mutually agree otherwise. Bargaining unit members shall receive their normal hourly rate for attendance on such days.

1009 Supplemental Pay (P.N. 2006)

Bargaining unit members may apply for extracurricular opportunities. Hours and duties of such extracurricular positions will be determined by the Superintendent/designee. Wages and overtime will be calculated to assure compensation consistent with the Teachers Agreement and with the Fair Labor Standards Act and Ohio law.

1010 Cancelled Programs or Early/Late Start (P.N. 1997)

- A. The Board shall give reasonable advance notice, to the extent practicable, of the delay, cancellation or rescheduling of any program or class regularly involving duties assigned to any bargaining unit member.
- B. If a program or class is cancelled that is regularly assigned, the bargaining unit members who

report to work will be assigned other work, if work is available as reasonably determined by the Supervisor, in his/her classification for that period of time, but it shall not constitute a school closure for the purposes of Section 1004, above.

- C. The fact that school start is delayed or early released, shall not cause a reduction in the number of hours regularly paid to each bargaining unit member for those persons who report to work their regular hours nor shall it constitute a school closure for the purposes of Section 1104, above.

1011 Summer Work (P.N. 2012)

Bargaining unit members who are qualified will be hired for summer work, if it does not conflict with the bargaining unit member's regular schedule. This is not to replace student workers. Hours worked during the summer for "summer work" do not count towards benefits, vacation, holiday pay, sick leave or personal leave.

ARTICLE 11. SALARY AND FRINGE BENEFITS

1101 Wages (P.N. 2015)

A. Salary

<u>Norwayne Local School District</u>																	
<u>2015-2016 Support Staff Salary Schedule</u>																	
Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Custodian																	
Building Lead	14.65	15.09	15.23	15.49	15.65	15.83	16.00	16.17	16.38	16.54	16.72	16.90	17.06	17.42	17.61	17.78	17.95
Custodian	13.70	14.11	14.25	14.43	14.60	14.79	14.95	15.14	15.32	15.48	15.68	15.85	16.02	16.37	16.56	16.74	16.90
Custodian 1st Assistant	12.00	12.37	12.50	12.66	12.85	13.03	13.20	13.37	13.57	13.74	13.91	14.09	14.26	14.63	14.81	14.97	15.15
Groundskeeper	10.50	10.82	10.92	11.08	11.27	11.42	11.60	11.75	11.92	12.11	12.26	12.43	12.59	12.94	13.10	13.26	13.41
<u>2016-2017 Support Staff Salary Schedule</u>																	
Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Custodian																	
Building Lead	14.79	15.24	15.39	15.64	15.81	15.98	16.16	16.33	16.54	16.70	16.89	17.07	17.23	17.59	17.79	17.96	18.13
Custodian	13.84	14.25	14.39	14.58	14.74	14.94	15.10	15.29	15.47	15.64	15.83	16.01	16.18	16.53	16.73	16.91	17.07
Custodian 1st Assistant	12.12	12.50	12.62	12.78	12.98	13.16	13.33	13.51	13.70	13.88	14.05	14.23	14.40	14.77	14.96	15.12	15.30
Groundskeeper	10.61	10.93	11.03	11.19	11.38	11.54	11.71	11.87	12.04	12.23	12.38	12.56	12.71	13.07	13.23	13.39	13.55
<u>2017-2018 Support Staff Salary Schedule</u>																	
Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Custodian																	
Building Lead	14.94	15.39	15.54	15.80	15.97	16.14	16.32	16.50	16.71	16.87	17.06	17.24	17.40	17.77	17.96	18.14	18.31
Custodian	13.98	14.39	14.54	14.72	14.89	15.09	15.25	15.44	15.63	15.79	15.99	16.17	16.35	16.70	16.90	17.07	17.24
Custodian 1st Assistant	12.24	12.63	12.75	12.91	13.11	13.29	13.46	13.64	13.84	14.02	14.19	14.37	14.55	14.92	15.11	15.27	15.45
Groundskeeper	10.71	11.03	11.14	11.30	11.50	11.65	11.83	11.99	12.16	12.35	12.51	12.68	12.84	13.20	13.36	13.53	13.68

Norwayne Local School District
2015-2016 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Transportation																	
Bus Driver	15.25	15.79	15.94	16.11	16.27	16.46	16.64	16.80	16.97	17.14	17.32	17.48	17.82	17.99	18.17	18.35	18.50
Non-GF - 70%	10.68	11.05	11.16	11.27	11.39	11.52	11.65	11.76	11.88	12.00	12.12	12.24	12.47	12.59	12.72	12.84	12.95
Van Driver	12.79	12.92	13.05	13.23	13.41	13.59	13.76	13.93	14.11	14.30	14.47	14.65	14.82	15.20	15.36	15.53	15.70

2016-2017 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Transportation																	
Bus Driver	15.40	15.94	16.10	16.27	16.43	16.63	16.80	16.97	17.14	17.31	17.49	17.66	18.00	18.17	18.35	18.53	18.69
Non-GF - 70%	10.78	11.16	11.27	11.39	11.50	11.64	11.76	11.88	12.00	12.12	12.24	12.36	12.60	12.72	12.84	12.97	13.08
Van Driver	12.92	13.05	13.18	13.36	13.55	13.72	13.90	14.07	14.25	14.44	14.62	14.79	14.97	15.35	15.51	15.69	15.85

2017-2018 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Transportation																	
Bus Driver	15.56	16.10	16.26	16.43	16.60	16.79	16.97	17.14	17.31	17.48	17.67	17.83	18.18	18.35	18.53	18.72	18.87
Non-GF - 70%*	10.89	11.27	11.38	11.50	11.62	11.76	11.88	12.00	12.12	12.24	12.37	12.48	12.72	12.85	12.97	13.10	13.21
Van Driver	13.05	13.18	13.31	13.50	13.68	13.86	14.04	14.21	14.39	14.59	14.76	14.94	15.12	15.50	15.67	15.85	16.01

* Drivers who take the after prom trip will be paid at their regular hourly rate.

Norwayne Local School District
2015-2016 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Cafeteria Head Cook	Will receive a \$1,200 Supplemental Contract, and be paid Cafeteria 1st Assistant Hourly Rate																
Cafeteria 1st Assistant	12.50	12.88	13.01	13.19	13.35	13.55	13.73	13.89	14.08	14.24	14.42	14.62	14.96	15.13	15.31	15.49	15.66
Cafeteria Second Assistant	12.12	12.49	12.62	12.83	13.01	13.19	13.35	13.54	13.73	13.89	14.08	14.24	14.59	14.76	14.96	15.13	15.29

2016-2017 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Cafeteria Head Cook	Will receive a \$1,200 Supplemental Contract, and be paid Cafeteria 1st Assistant Hourly Rate																
Cafeteria 1st Assistant	12.63	13.01	13.14	13.32	13.49	13.68	13.87	14.03	14.22	14.38	14.57	14.76	15.11	15.28	15.46	15.65	15.81
Cafeteria Second Assistant	12.24	12.57	12.74	12.96	13.14	13.32	13.49	13.67	13.87	14.03	14.22	14.38	14.73	14.91	15.11	15.28	15.44

2017-2018 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Cafeteria Head Cook	Will receive a \$1,200 Supplemental Contract, and be paid Cafeteria 1st Assistant Hourly Rate																
Cafeteria 1st Assistant	12.75	13.14	13.27	13.45	13.62	13.82	14.01	14.17	14.36	14.53	14.71	14.91	15.26	15.43	15.62	15.81	15.97
Cafeteria Second Assistant	12.36	12.70	12.87	13.09	13.27	13.45	13.62	13.81	14.01	14.17	14.36	14.53	14.88	15.06	15.26	15.43	15.60

Norwayne Local School District
2015-2016 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Clerical																	
Secretary	13.20	13.59	13.73	13.90	14.09	14.25	14.43	14.62	14.80	14.97	15.14	15.32	15.69	15.86	16.03	16.21	16.37
Clerical Assistant	12.00	12.38	12.51	12.67	12.86	13.04	13.21	13.38	13.58	13.75	13.92	14.11	14.45	14.65	14.82	14.99	15.16
Library Assistant	12.00	12.38	12.51	12.67	12.86	13.04	13.21	13.38	13.58	13.75	13.92	14.11	14.45	14.65	14.82	14.99	15.16
Paraprofessional	12.00	12.38	12.51	12.67	12.86	13.04	13.21	13.38	13.58	13.75	13.92	14.11	14.45	14.65	14.82	14.99	15.16

2016-2017 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Clerical																	
Secretary	13.33	13.73	13.87	14.04	14.23	14.39	14.58	14.76	14.95	15.12	15.29	15.47	15.84	16.02	16.19	16.37	16.53
Clerical Assistant	12.12	12.42	12.63	12.80	12.99	13.17	13.34	13.52	13.71	13.89	14.06	14.25	14.60	14.79	14.97	15.14	15.31
Library Assistant	12.12	12.42	12.63	12.80	12.99	13.17	13.34	13.52	13.71	13.89	14.06	14.25	14.60	14.79	14.97	15.14	15.31
Paraprofessional	12.12	12.42	12.63	12.80	12.99	13.17	13.34	13.52	13.71	13.89	14.06	14.25	14.60	14.79	14.97	15.14	15.31

2017-2018 Support Staff Salary Schedule

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	24
Clerical																	
Secretary	13.47	13.87	14.01	14.18	14.37	14.54	14.72	14.91	15.10	15.27	15.44	15.63	16.00	16.18	16.36	16.53	16.70
Clerical Assistant	12.24	12.54	12.76	12.92	13.12	13.30	13.47	13.65	13.85	14.03	14.20	14.39	14.74	14.94	15.12	15.30	15.46
Library Assistant	12.24	12.54	12.76	12.92	13.12	13.30	13.47	13.65	13.85	14.03	14.20	14.39	14.74	14.94	15.12	15.30	15.46
Paraprofessional	12.24	12.54	12.76	12.92	13.12	13.30	13.47	13.65	13.85	14.03	14.20	14.39	14.74	14.94	15.12	15.30	15.46

1102 Placement (P.N. 1997)

- A. Bargaining unit members who voluntarily transfer to a different classification in the same category shall be placed initially at the same step as held in the previous classification.
- B. Bargaining unit members who voluntarily transfer into a different category shall be placed at Step 0, except as otherwise granted by the Superintendent.
- C. Bargaining unit members who are involuntarily transferred shall be placed at the step in the new classification that will not be less than a wage increase of Five Cents (\$0.05) per hour.

1103 Half-Day Kindergarten Impact (P.N. 2006)

If half-day Kindergarten is instituted by the District, and it has an effect on bus driver route time, the Board and the Association shall bargain the effects.

1104 Higher Classification Pay (P.N. 2009)

If a bargaining unit member is assigned the duties of a higher rated classification for at least one (1) full shift, such bargaining unit member shall be paid the starting rate of the higher classification or the rate of the lowest step in that classification that is at least Fifteen Cents (\$.15) per hour above the bargaining unit member's regular rate of pay.

1105 Call Out Pay (P.N. 1997)

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

1106 Paychecks (P.N. 2015)

- A. Payday will be on the fifth (5th) and twentieth (20th) of each month, and will include all hours worked as provided on time sheets in accordance with the appropriate pay schedules.
- B. All payroll will be provided by direct deposit with email notification or with a paper receipt, upon request.
- C. Total hours worked, except base pay, shall be shown on the pay stub.
- D. Bargaining unit members are responsible for completing their time sheets completely and submitting them on a timely basis. The Board shall provide adequate quantities of time sheets to bargaining unit members.
- E. Twenty four pays will be mandatory for all employees who are regularly scheduled to work twenty (20) or more hours per week.
- F. All employees will be required to complete a time sheet reflecting actual hours worked.
- G. Employees paid by federal grants may be required to fill out additional documentation of time worked in accordance with the terms of the federal grant.

1107 Extra Hour Documentation (P.N. 1997)

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

1108 Mileage Reimbursement (P.N. 2009)

Approved mileage shall be reimbursed at the rate Forty Cents (\$.40) per mile for the duration of the Contract.

1109 SERS Pick-Up (P.N. 1997)

In accordance with IRS rules and regulations, the Board agrees to pick-up (assume and pay) contributions to the School Employees Retirement System (SERS) on behalf of the bargaining unit members at no additional cost to the Board as follows:

- A. The amount to be picked-up and paid on behalf of the bargaining unit member shall be that percentage set by SERS of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all bargaining unit members.
- C. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
- D. The pick-up shall apply to all compensation.
- E. Should the IRS make a ruling which finds the above practice to be improper, this Section of the Master Contract shall be modified as necessary to be in compliance with the ruling.

1110 Severance Pay (P.N. 2015)

- A. The Board shall pay to each bargaining unit member retiring from all active service under SERS, twenty-five percent (25%) of his/her total accumulated but unused Sick Leave to a maximum of sixty-eight (68) days, at the retiree's per diem rate of pay on the date of actual retirement. However, any person, who on his/her date of retirement or the last day of the school year, if retiring during the summer, has the maximum Sick Leave that can be accumulated pursuant to Section 501A, herein, shall be paid the maximum severance pay that can be accumulated under this Section.
- B. All bargaining unit members shall be eligible for payment after proving acceptance into the State Employees Retirement System within ninety (90) days of the last date of employment.
- C. The date of payment shall be within ninety (90) days of verification of retirement from SERS. The payment shall void all sick leave of that bargaining unit member.

1111 Payroll Deductions (P.N. 2015)

A. Association Dues and Fees

See Section 2701H, herein.

B. Annuities

Bargaining unit members may change their contract or enter into a new contract for tax sheltered annuities with companies that are qualified to offer annuities in the School District with sixty (60) calendar days' notice to the Treasurer's Office.

C. Political Contributions

With a thirty (30) calendar days' notice to the Treasurer, the Board shall accept payroll deductions for political contributions, including FCPE (Fund for Children and Public Education). Such payments will be equal from each check paycheck.

D. Credit Union

Bargaining unit members shall be permitted to direct deposit a portion of their paycheck to the Wayne County Employees Federal Credit Union. Direct deposit changes may be increased, reduced, added to or dropped with a two (2) week notice to the Treasurer.

E. Insurances

All Insurance premiums owed, will be equalized over all pays for all employees.

F. Education Bonds

With a thirty (30) calendar days notice to the Board Treasurer, deductions for Ohio Education Bonds will be permitted. Said deductions will be in equal payments from each pay. There must be at least one (1) month's notice to the Treasurer of any change in the amount of the deduction.

G. Purchasing Service Credit

The Board will permit bargaining unit members payroll deduction for buying additional service credit, if that bargaining unit member is buying additional service credit from SERS. The Board will not incur any financial liability in complying with this provision.

1112 Tests/Inoculations/Investigations (P.N. 1997)

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

1113 Salary Notice (P.N. 2009)

On or before June 1 of each year employees will receive a salary notice that will include the anticipated hours per week that will be assigned for the upcoming year which will commence July 1.

ARTICLE 12. INSURANCES

1201 Medical Insurance (P.N. 2015)

A. The Board shall pay eighty-five percent (85%) of the single or family plan premium for the PPO Group Health Insurance coverage (medical and prescription drug) for all bargaining unit members who elect to have this coverage and are regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week. For bargaining unit members who are regularly scheduled to work less than thirty (30) hours per week in a standard five (5) day work week the Board's share of premiums shall be prorated based on hours scheduled to work as follows:

1. For staff regularly scheduled to work twenty-five (25) to twenty-nine point nine (29.9) hours per week in a standard five (5) day work week, the Board will pay seventy percent (70%) of the premium costs.

2. For staff regularly scheduled to work twenty (20) to twenty-four point nine (24.9) hours per week in a standard five (5) day work week, the Board will pay fifty percent (50%) of the premium cost.
3. For staff regularly scheduled to work less than twenty (20) hours per week in a standard five (5) day work week, insurance will be offered but the Board will pay zero percent (0%) of premium cost.

B. Health Insurance Opt-Out

Bargaining unit members who do not wish to be covered by the District’s PPO Group Health Insurance coverage (medical and prescription drug), and who are covered by another plan may elect to opt out of the group plan. To receive the opt out payment, bargaining unit members must complete the cafeteria plan election form on or before September 15 of each school year. Opt out payments will be made on the first pay of August at the end of the school year in which the employee is opting out according to the following schedule:

1. For staff regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week, the opt out payment will be One Thousand Five Hundred Dollars (\$1,500.00) for single, Four Thousand Dollars (\$4,000.00) for family.
2. For staff regularly scheduled to work twenty-five (25) hours to twenty-nine point nine (29.9) hours per week in a standard five (5) day work week, the opt out payment will be One Thousand Two Hundred Dollars (\$1,200.00) for single, Three Thousand Dollars (\$3,000.00) for family.
3. For staff regularly scheduled to work less than twenty-five (25) hours per week in a standard five (5) day work week are not eligible to receive opt out payments.

- C. If both spouses are employed by the district, the board will provide eighty-five percent (85%) of the cost of two single plans or one family plan. If the spouses elect the family plan, no spouse will be eligible for the opt out payment.

PPO PLAN BENEFIT HIGHLIGHTS
 Dependent Children Covered to Age 26
 Lifetime Maximum: Unlimited

	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
<u>Benefit Period Deductible – Single/Family</u>	\$150/\$300	\$150/\$300
<u>Inpatient Hospital Services</u>		
Semi-Private Room and Board	100% after deductible	70% UCR after deductible
Physician Services	100% after deductible	70% UCR after deductible
Surgery and Anesthesia	100% after deductible	70% UCR after deductible
Drugs and Other Medications	100% after deductible	70% UCR after deductible
Lab and X-Ray Services	100% after deductible	70% UCR after deductible
Ancillary Services	100% after deductible	70% UCR after deductible
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse Limited to Three Inpatient Admissions Per Lifetime *Network Only	100% after deductible, 30 days per benefit period; one admission per benefit period for substance abuse.	Not Covered

<u>Outpatient Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Emergency Room	100% after \$100 co-pay Waived if admitted	70% UCR after \$100 co-pay Waived if admitted
Mental Health Care	100% after deductible \$550/year	70% UCR after deductible \$550/year
Substance Abuse Treatment	100% after deductible \$550/year	70% UCR after deductible \$550/year
Outpatient Surgery	100% after deductible	70% UCR after deductible

<u>Medical Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Office Visits		
Family / Pediatric / OB-GYN	100% after deductible	70% UCR after deductible
Specialists	100% after deductible	70% UCR after deductible
X-Ray Services	100% after deductible	70% UCR after deductible
Annual Physical Examination	100% after deductible	Not Covered
Laboratory Services (including Annual Routine Pap Smear and Mammogram)	100% after deductible	70% UCR after deductible
Well Child Care	100% after deductible	Not Covered
Immunizations	100% after deductible	Not Covered
Allergy Tests and Treatments	100% after deductible	Not Covered
Physical Therapy	100% after deductible	70% UCR after deductible

<u>Other Services</u>	<u>Authorized</u>	<u>Self Referred/ Non-Network</u>
Ambulance Services	100% after deductible	70% UCR after deductible
Skilled Nursing Facility	100% after deductible	70% UCR after deductible
Home Health Care	100%, 30 days per Authorization	Not Covered

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible limits.
Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible limits.

D. **IRS Section 125 Plan**

Subject to the requirements of the insurer, the Board shall provide to each member who elects during the September enrollment period, an IRS Section 125 Plan to be used to exempt the member's portion of his/her medical insurance premium to cover premium and out of pocket medical and prescription expenses from Federal and State taxes.

1202 Prescription Drug Insurance (P.N. 2015)

In addition to any premium co-pay as set forth in section 1201A above members will pay a Twenty Dollar (\$20.00) deductible for legend drugs, a Fifteen Dollar (\$15.00) deductible for legend drugs where no generic is available, and a Five Dollar (\$5.00) deductible for generic drugs. Mail order is mandatory for maintenance drugs at double the pharmacy rate for a three-month supply. The maximum out of pocket for prescription deductibles is Two-Hundred Dollars (\$200.00) for single coverage and Four Hundred Dollars (\$400.00) for family coverage.

1203 Life Insurance (P.N. 2012)

- A. The Board shall provide each bargaining unit member with a Fifty Thousand Dollar (\$50,000) term life insurance policy effective September 1, 2000. The policy shall include accidental death and dismemberment benefits equal to the amount of basic life coverage. This insurance shall be underwritten by a company licensed to underwrite life insurance in the State of Ohio, and the policy shall be issued in the name of the bargaining unit member. The premium for said policy shall be paid for fully by the Board. A bargaining unit member, upon leaving the District, shall have the option of retaining the total amount of coverage by paying the premium to the company. Said policy shall include a rider that allows for the policy to continue after the bargaining unit member reaches age seventy (70).
- B. If a sufficient number of bargaining unit members are interested, the Board shall provide the option to all bargaining unit members to purchase additional life insurance at the group rate through payroll deduction. There shall be no limit set on the amount except as determined by the insuring company.

1204 Liability Insurance (P.N. 1997)

The Board shall continue to provide a Board-paid liability insurance policy for all bargaining unit member as provided through the Ohio School Boards Association (OSBA).

1205 Dental Insurance (P.N. 2015)

- A. The Board shall purchase through Oasis Trust or other carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications, benefits, coverages, and limits not less than that generally listed below, but in no event less than that listed in the Oasis Trust Dental Plan book "DN-OT 10/95" for each bargaining unit member and his/her dependents.
 - 1. Class 1 - Preventative

No Deductible and 100% paid of UCR fees and includes:

 - a. Routine oral exams
 - b. Teeth cleaning
 - c. Fluoride treatment
 - d. Emergency pain treatments
 - e. Space maintainer
 - f. Diagnostic X-Rays
 - g. Other diagnostic and preventative care
 - h. Limited to two (2) cleanings and exams per twelve (12) consecutive month period, one (1) fluoride treatment in a twelve (12) month period with no age limit, and sealants are allowed to age fourteen (14).

2. Class 2 - Minor Restorative

80% paid of UCR fees and includes:

- a. General anesthesia
- b. Extractions and oral surgery
- c. Root canal therapy
- d. Repair of crowns, bridgework, and removable dentures
- e. Treatment of gum disease
- f. Fillings, amalgams, silicate, and acrylic
- g. Other endodontics, periodontics, prosthodontics maintenance, and oral surgery

3. Class 3 - Major Restorative

50% paid of UCR fees and includes:

- a. Inlays, onlays, gold fillings, or crown restorations
- b. Installation of fixed bridgework or tooth implants
- c. Installation of partial or full and removal of dentures
- d. Replacement of existing bridgework or dentures
- e. Other restoration and prosthodontics installation

4. Class 4 - Orthodontics

No deductible and 50% paid of UCR fees with a \$1,500 lifetime maximum per person and includes:

- a. Full-banded orthodontic treatment
- b. Appliances for tooth guidance
- c. Appliances to control harmful habits
- d. Retention appliances

5. Classes 2 and 3, combined, are subject to a calendar year deductible of Twenty-Five Dollars (\$25.00) per individual to a maximum of Seventy-Five Dollars (\$75.00) per family.

6. Classes 1, 2, and 3, combined, are limited to a maximum of \$1,500 per calendar year.

7. Dependent Eligibility: To age twenty-three (23) and twenty-five (25) if full time student.

8. There is no thirty-six (36) month requirement for dentures.

9. There is no limit on bitewings.
 10. No verification is required for services.
- B. The Board shall pay one hundred percent (100%) of the single or family plan premium for the Dental Insurance coverage for all bargaining unit members who elect to have this coverage and are regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week. For bargaining unit members who are regularly scheduled to work less than thirty (30) hours per week in a standard five (5) day work week, the Board's share of premiums shall be prorated based on hours scheduled to work as follows:
1. For staff regularly scheduled to work twenty-five (25) to twenty-nine point nine (29.9) hours per week in a standard five (5) day work week, the Board will pay eight-three percent (83%) of the premium costs.
 2. For staff regularly scheduled to work twenty (20) to twenty-four point nine (24.9) hours per week in a standard five (5) day work week, the Board will pay fifty percent (50%) of the premium cost.
 3. For staff regularly scheduled to work less than twenty (20) hours per week in a standard five (5) day work week, insurance will be offered but the Board will pay zero percent (0%) of the premium cost.

ARTICLE 13. LIABILITY SETTLEMENTS (P.N. 1997)

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

ARTICLE 14. TUITION REIMBURSEMENT (P.N. 1997)

- 1401** The Board shall appropriate for each contract year Three Thousand Dollars (\$3,000) to be paid to bargaining unit members for earned college credit, subject to the following conditions:
- A. The bargaining unit member shall have worked over an average of three (3) hours per day in the Norwayne District for a minimum of three (3) years. Further, the bargaining unit member shall work in the Norwayne District a minimum of one (1) contractual year following completion of the course or he/she must pay back to the Board the amount received for the courses. (Payback is done through payroll deduction.)
 - B. The college course must be taken in an area related to the bargaining unit member's work and agreed to by the bargaining unit member and the Superintendent. The Superintendent will not unreasonably deny the class taken.
 - C. Correspondence courses and television courses and non-credit workshops shall not be approved for purposes of reimbursement. Further, any course where the bargaining unit member is receiving any other type of aid will not be reimbursed.
 - D. The bargaining unit member shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio Department of Education for its accreditation. The bargaining unit member must complete the course with at least a "B" grade or a

"Pass" if on a pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the term(s) in which the course was taken.

- E. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, Seventy Dollars (\$70.00) per quarter hour or One Hundred Five Dollars (\$105.00) per semester hour, whichever is less. Under no condition will a bargaining unit member be reimbursed more per hour than the actual tuition rate. Maximum reimbursement per request will be four (4) semester hours or six (6) quarter hours.
- F. The request will be recognized on a first-come/first-served basis until the maximum allocation has been exhausted. However, no bargaining unit member shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.
- G. Annually, the Board Treasurer shall provide an accounting to the Association of the bargaining unit members receiving this benefit and the amount.

1402 Any Board/Administrative required courses wherein the bargaining unit member agrees to take the course shall be totally paid by the Board.

ARTICLE 15. STUDENT TUITION WAIVER (P.N. 1997)

The Board will waive any tuition of non-resident children of bargaining unit members attending Norwayne Local Schools or the open enrollment option at the sole prerogative of the District. Parents are responsible for transportation of their child. If the starting and ending times of the parent and his/her child do not coincide, the parent's (bargaining unit member's) work may not be interrupted.

ARTICLE 16. NOTIFICATION OF SUPERVISOR (P.N. 1997)

Bargaining unit members will be notified at the beginning of this Contract as to their Immediate Supervisor. Should any change occur, he/she will be notified of such change.

ARTICLE 17. JOB DESCRIPTIONS

1701 Furnishing and Content of Job Descriptions (P.N. 2003)

Bargaining unit members whose job descriptions change shall be furnished with a copy of the new description by October 1 of the contract year. The job description shall include specific duties that a bargaining unit member is expected to perform and indicate his/her Immediate Supervisor. The parties agree to comply with ORC 4117 as it applies to changes in job descriptions which impact upon wages, hours, and/or terms and conditions of employment.

1702 Job Description Changes and Review (P.N. 2003)

- A. A job description will not be changed during a bargaining unit member's term of position without the Association's input.
- B. The Association will review and comment on any job description changes.

ARTICLE 18. SUBSTITUTES (P.N. 1997)

No substitute will fill a position for more than sixty (60) consecutive workdays. This will not apply to positions where bargaining unit members are on leave.

ARTICLE 19. CPR/FIRST AID TRAINING (P.N. 1997)

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

ARTICLE 20. DRUG AND ALCOHOL TESTING (P.N. 1997)

- 2001** If there is suspicion to believe, based on specific/objective facts, that a bargaining unit member is under the influence of alcohol and/or drugs or has used such substances on Board property or is involved in a work-related accident resulting in property damage estimated in excess of One Hundred Dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both.
- 2002** Bus drivers and other employees who are required to obtain a Commercial Driver's License will be subject to additional testing for alcohol and controlled substances in accordance with Appendix D.
- 2003** A bargaining unit member's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination. Bargaining unit members required to leave the job site or work over in order to complete random testing shall be paid his/her regular wages and mileage.
- 2004** The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost provided the analysis of the test results are done by a laboratory that is N.I.D.A.-certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The bargaining unit member will be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the bargaining unit member will be required to submit to a second medical test before returning to work. The returning bargaining unit member will also be required to submit to medical testing for the first year following his/her return to employment.
- 2005** The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this paragraph, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following his/her return to employment.

ARTICLE 21. PARAPROFESSIONALS/EDUCATIONAL ASSISTANTS

2101 Pay For Computer Training (P.N. 1997)

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

2102 Supplies (P.N. 2006)

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

2103 Lunchroom Duty (P.N. 2006)

Paraprofessionals, assigned lunchroom duty, shall be provided a lunch in accordance with Section 1001/B, herein.

2104 Delayed Start (P.N. 2009)

When schools are on a delayed start due to weather or another calamity, bargaining unit members are permitted the same delayed start for reporting.

2105 One-On-One Paraprofessionals (P.N. 2012)

If a bargaining unit member serving as a one-on-one paraprofessionals for a specific student is not notified of a student absence prior to their starting time, the bargaining unit member will be paid one (1) hour at their regular rate, if there is no alternative paraprofessional work available.

ARTICLE 22. CAFETERIA

2201 Towel Cleaning (P.N. 1997)

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

2202 Evaluation (P.N. 2015)

Evaluations will be done by Principals or the Cafeteria Coordinator.

2203 Notification of Field Trips and Pizza Parties (P.N. 2015)

The scheduling of field trips, parties, or other activities which include meals will include a routine requirement to provide two (2) weeks' notice to the Cafeteria Coordinator or Head Cook in order to reduce the costs of extra meal preparation.

2204 Flexible Hours (P.N. 1997)

The Board may hire and schedule bargaining unit members, after June 30, 1990, into flexible hour positions within the cafeteria [e.g. an example of this would be hiring a lunchroom assistant to work between two (2) and three (3) hours per day]. The Board shall determine the schedule as to the number of hours required each day.

2205 Scheduled Use of the Kitchen (P.N. 2015)

A cafeteria employee will be present and paid at all times when the District kitchens are to be used for events. (This section does not apply to the Creston Middle School/District Administration Building.) When the kitchen is open to provide food service assistance to the event, the cafeteria employee will supervise the event and:

- A. Shall have responsibility to oversee cleaning of District equipment used during the event;
- B. Shall have the responsibility to oversee cleaning and will secure the kitchen; and
- C. The cafeteria employees shall report any damage, missing items, or unusual conditions to the Administration. The Administration will report back any information resulting from the cafeteria report.
- D. Individual building kitchen events will be offered to building cafeteria employees on a seniority rotation basis. Such seniority rotation shall commence with the most senior employee to the least senior employee, then back to the most senior employee, etc. A rejection by an employee for any reason shall be charged as if the employee had accepted the event (thus, he/she shall lose that round). If there is no acceptance, substitute cooks may then be employed.

2206 Delayed Start (2009)

Cafeteria Managers and First Assistants are expected to work their regular hours on days in which there is a delayed start due to weather, other calamity, or because of a scheduled delayed start. All other cafeteria employees will work the reduced schedule and will not be paid for hours not worked as a result of the delayed start.

ARTICLE 23. CUSTODIAL

2301 Building Functions (P.N. 2015)

When a custodian is not otherwise regularly scheduled in a building where an activity occurs, a custodian shall be assigned to work necessary hours in connection with all student extracurricular activities and/or when a building is rented and/or utilized by an outside organization. (This section does not apply to the Creston Middle School/District Administration Building.)

2302 Custodial Priorities (P.N. 2003)

The District, to the extent practical, will prioritize custodial responsibilities.

2303 Delayed Start (P.N. 2009)

Lead Custodian and full-time Custodians are expected to work their regular hours on days in which there is a delayed start due to weather, other calamity, or because of a scheduled delayed start. Hourly custodians will work the reduced schedule and will not be paid for hours not worked as a result of the delayed start.

ARTICLE 24. CLERICAL

2401 Reporting Off (P.N. 1997)

Secretaries who are absent due to illness must report such absence to their Immediate Supervisor.

2402 Building Responsibility (P.N. 1997)

In the absence of the building administration, bargaining unit members shall not be held accountable for administration or supervision of the building.

2403 EMIS/POISE Training (P.N. 1997)

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

2404 After Hour Work (P.N. 2000)

- A. Any secretary who is requested to act on behalf of the District shall be paid for all hours worked, and must agree to do so if after regular hours.
- B. After work hours, it is not the responsibility of any bargaining unit member to receive calls from staff calling off or to contact a sub for that position without a separate contract/ compensation.

2405 Delayed Start (P.N. 2012)

When schools are on a delayed start due to weather or another calamity, all clerical staff are expected to report at the normal start time.

2406 Decisions Concerning Student Discipline (P.N. 2012)

Building secretaries shall not be responsible for making decisions concerning student discipline.

ARTICLE 25 GROUNDSKEEPER (2015)

2501 Work Year

The Groundskeeper's work schedule will be flexible, taking into consideration weather and district needs. The position will work during seasonal months (typically March through November), and an average of 25 hours per week during those months.

2502 Work Day

This position will be considered as a five (5) hour position and subject to the provisions of Article 12 governing insurances.

2503 Leaves

The position is eligible for "Leaves" under Article 5, with the exception of ten (10) hours of Personal Leave for the reasons set forth in Section 502 and one and one-fourth (1 ¼) day per month of earned sick leave as set forth in section 501 with an annual accumulation of eight and three-quarters (8.75) days. These sick days may be used April through October.

2504 Holiday Pay

The position will be eligible for holiday pay paid at five (5) hours per day for holidays falling during the seasonal work schedule (Good Friday, Memorial Day, July 4th, Labor Day and Thanksgiving Day.)

2505 Weekend Pay

The position is exempt from Section 1003. Should the employee work Saturday or Sunday, he/she will be paid the normal hourly rate of pay.

2506 School Closure

The position will not be eligible for School Closures under Section 1004.

ARTICLE 26. TRANSPORTATION

2601 Field/Athletic Trips (P.N. 2015)

- A. Field/Athletic Trips will be offered to drivers on a seniority rotation basis.
1. Such seniority rotation shall commence with the most senior driver to the least senior driver, then back to the most senior driver, etc.
 2. A rejection by a driver for any reason shall result in the loss of that round (equals one (1) trip).
 3. No driver who has successfully bid on and been awarded a field trip shall assign that trip to another driver without the prior permission of the Bus Transportation Coordinator/Assistant Transportation Coordinator.
 4. From the beginning of school through September 30, if a trip conflicts with a driver's regular route, it will be given to a substitute driver. This limitation does not apply to field trips or long distance [any trip with a round trip drive time of more than two (2) hours] athletic trips. In an emergency situation where a substitute driver is not available, a regular driver may be assigned. On or after October 1 drivers may bid on any athletic trip. If the athletic trip is outside of Wayne County and if the athletic trip interferes with the bargaining unit member's route, a substitute will be assigned to the bargaining unit member's route. If the athletic trip is inside of Wayne County or is to Cloverleaf School District or Hillsdale and interferes with the bargaining unit member's route, it will be assigned to a substitute.
- B. Every two (2) weeks, trips will be listed on bid sheets and beginning with the senior driver.
1. Each interested driver is to pick one (1) trip, either field or athletic, then the next driver in line until the rotation returns to the beginning of that round. Once every driver has bid in the first round the driver will then bid on one (1) trip until all trips have been assigned. If no one bids on any trips, then that trip shall be assigned to a substitute driver. Bids always start with the senior driver
 2. All drivers are to be notified of when the meeting for bids will be held.
 3. Any add-on trips to the bid sheet (including the number of buses needed) shall be relayed to all drivers before 8:30 a.m. on the day of field trip bids.
 4. Add-on trips will be considered the same as "bid sheet" trips and will start with the most senior driver picking one (1) trip.
 5. Once a trip has been assigned to a driver, it is not to be taken away by the use of school vans unless the number of students does not justify the use of a bus [six (6) students or less]. The van may be driven by the bus driver assigned to the trip at field trip bus rate or a certified

van driver (i.e. coach).

6. The Field/Athletic Trip roster shall be posted in a conspicuous place in the Office of Transportation for observation by the drivers.
 7. Bus drivers will receive pay from start to stop during trips.
 8. If an athletic trip waiting time is longer than six (6) hours and the trip is to an adjacent school the driver will receive one and one-half (1 1/2) hours to take over and drop off and one and one-half (1 1/2) hours pick up and return.
 9. No more than two (2) vans transporting a total of fourteen (14) or fewer students) and driven by non-bargaining unit members will be used for Athletic/Field trips to the same destination and event.
- C. Bus drivers will receive pay from start to stop during trips to adjacent districts if the waiting time is longer than six (6) hours.
 - D. A driver's incentive pay will not be affected if the driver is on Military Leave, serving on jury duty, or funeral leave.
 - E. Drivers are to use their assigned route buses for field/athletic trips unless distance or maintenance reasons designated by the Transportation Coordinator prevent this usage or the trip interferes with their regular route.
 - F. Drivers are to receive their regular hourly rate for driving the after prom event.

2602 Cancelled Field/Athletic Trips (P.N. 2006)

- A. Drivers who are scheduled to perform services beyond their regular work schedule, where the additional services do not immediately precede or follow the regular work schedule, shall receive a minimum of two (2) hours' pay if the trip is cancelled less than one (1) hour prior to the scheduled departure.
- B. When a field or athletic trip is cancelled and the same trip is not rescheduled, that driver is out that trip.

2603 Cleaning Tools and Supplies (P.N. 1997)

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

2604 Meetings/In-service (P.N. 1997)

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

2605 Roster Time (P.N. 2009)

Drivers will be paid two (2) hours straight time pay for the review of the initial roster after receipt of the roster and the completed time card by the Transportation Supervisor, and three (3) hours if the driver has a Kindergarten route, if required.

2606 Paraprofessionals On Buses (P.N. 2009)

- A. Paraprofessionals will be assigned to ride all buses transporting any Kindergarten students and/or ED students if needed.
- A. IEP information will be provided to drivers, upon request, that transport IEP students. Whenever practical, drivers will be allowed input into the IEP process related to students and transportation.
- B. In the event a driver has an ongoing concern with a student with behavior issues and of physical/medical needs, the Transportation Coordinator will contact the Special Education Coordinator to set up a meeting to determine if further action is needed. A student's IEP will drive the process.

2607 Route Assignment (P.N. 1997)

Vacant, new, additional, Kindergarten, substantially changed, or substitute Kindergarten routes are filled by classification seniority as the sole criteria.

2608 Two-Way Radios (P.N. 2012)

- A. The Board shall provide and maintain two-way radios on all buses for emergency/safety purposes, and while buses are operating regular routes the base shall be staffed.
- B. Radios will be provided in the elementary school building and transportation and administrative offices.
- C. Drivers may not use cell phones while on or operating a bus except for emergency situations. Utilization of cell phones in non-emergency situations will be subject to the Discipline Process as outlined in Article 4, 403, Disciplinary Actions.
- D. The Board will develop an emergency notification procedure for drivers while buses are operating their regular routes.

2609 Pay for Travel To/From Service (P.N. 1997)

All bus/van drivers will be compensated at the hourly rate for the time involved in driving to and from a service agency in or outside the Norwayne District. A time sheet for actual time involved is to be turned in by the bus/van driver in each case.

2610 Physical Examinations (P.N. 1997)

The annual physical examination required of every certified/licensed school bus driver shall be provided by the Board with the understanding that the arrangements for the physical examination will be made at and for the convenience of the Board since the Board will be paying for this service. Any bus driver who cannot comply with the arrangements made is asked to notify the Superintendent so that alternate arrangements can be made for the physical examination.

2611 Telephone Lists (P.N. 1997)

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

2612 Bus Cleaning (P.N. 2015)

- A. If the Board requires bargaining unit members to clean their bus for summer school cleaning, it shall pay each bargaining unit member One Hundred Dollars (\$100.00).
- B. Thirty Dollars (\$30.00) will be paid on each scheduled pay date to regular bus drivers during the school year for outside cleaning. (This rate is a stipend and does not qualify for overtime.) All buses, including spare buses, not being washed by their regular driver shall be offered to the drivers desiring to bid on the washing of the buses. Beginning with the most senior driver, buses will be bid one (1) bus through the rotation until all buses have been assigned for washing.
- C. One (1) hour, at the driver's regular rate, will be paid on each scheduled pay date for inside bus cleaning. All buses, including spare buses, not being cleaned inside by their regular driver shall be offered to the drivers desiring to bid on the inside cleaning of the buses. Beginning with the most senior driver, buses will be bid one (1) bus through the rotation until all buses have been assigned for inside cleaning.
- D. If individual drivers do not want to accept the additional compensation for bus cleaning, that duty will be offered on a seniority basis to the remaining drivers beginning at the top of the seniority list.

2613 Doubling Up (P.N. 1997)

There shall be no doubling up on routes if: 1) the number of seats on the bus is exceeded, and/or 2) the driver is not familiar with the route as determined jointly by the driver and the Director of Transportation.

2614 Monthly Safety Meeting (P.N. 2003)

Safety meetings will be held as needed when the District has CIP meetings. This is to be in addition to in-service.

2615 Training Time (P.N. 2015)

Required training will be paid time (and mileage if off site). Further, the cost of CDL renewal, criminal reports, finger printing, driving abstracts, drug tests, and CPR training shall be provided to affected bargaining unit members by the Board.

2616 Driver Trainer Stipend (P.N. 2009)

Each driver trainer shall be paid bus driver routine time for all hours worked.

2617 Special Medical Needs (P.N. 2000)

Each bus driver shall be given the names of students that have special medical needs.

2618 Pay for CDL (P.N. 2009)

- A. The Board will reimburse bargaining unit members required to have a Commercial Driver's License for employment, the difference in cost of a Commercial Driver's License renewal over that of a regular operator's license renewal.
- B. The Board shall pay bargaining unit members for twelve (12) hours of time required to renew a Commercial Driver's License through the State-sponsored course and for the registration fee for such course. If a bargaining unit member opts to take the "advanced" course, the Board will reimburse the registration fee for the course.

- C. Expenses incurred for CDL Licensure for new drivers will be reimbursed after the driver has worked for the district for six (6) months.

2619 Bus Road-E-O Participation (P.N. 2000)

There shall be paid release time from regular work for drivers participating in the Regional, State or National Road-E-O competition. Additionally, the Board shall pay the registration fees and reimburse expenses consistent with Board Policy.

ARTICLE 27. ASSOCIATION RIGHTS

2701 Association Rights (P.N. 2009)

The Board shall grant to the Association the following exclusive rights and privileges:

A. Use of School Facilities for Meetings

Meetings are to be cleared and set by the Building Principal at least one (1) week in advance of the intended meetings and they shall not interrupt the normal instructional programs of the school. The meetings must be in keeping with Board policy governing the use of the buildings.

- B. Use of school equipment such as, computers, typewriters, FAX machines, calculators, and audio-visual machines. Board purchased consumable materials used by the Association, i.e. paper, shall be paid by the Association at Board cost plus ten percent (10%, as a handling charge.

- C. Use of faculty bulletin boards.

- D. Use of internal school mail delivery including electronic mail, with the understanding electronic mail will not be used during paid work time.

- E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, provided that the Principal has been told in advance of the meeting.

- F. The Association will receive a copy of regularly and routinely prepared Board materials, if requested.

- G. The Association may have the opportunity to have input with the Board prior to an anticipated increase in millage rates and may take active part in its promotion among citizens of the District.

H. Dues

All bargaining unit members covered under Recognition (Section 101) shall have payroll deduction of dues equal to Association and affiliated dues. The process will be as follows:

1. Each bargaining unit member's dues shall be automatically deducted in the amount certified by the Association.
2. These deductions shall be made equally from each paycheck commencing the second pay in September and continuing for the next nineteen (19) paychecks. Any new bargaining unit member who is employed after the beginning of these annual deductions shall have the amount prorated and deducted over the remaining paychecks so as to be completed at the same paycheck as all other bargaining unit members. Bargaining unit members who do not

elect to become members of the Association within sixty (60) days following their initial day of actual work, shall be required to pay the Association the fair share fees.

3. These deductions shall continue from year to year automatically. The Association shall forward to the Board Treasurer, by September 10 each year, the amount to be deducted listed by each bargaining unit member's name.
4. The Board Treasurer shall transmit to the Association Treasurer within five (5) calendar days of the payday, the total amount to be deducted along with a complete description by name of the amount deducted.
5. The Association shall not grieve non-intentional mistakes in deduction made by the Treasurer, so long as the errors are corrected in a reasonable time. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of fair share fee.

I. Fair share Fees (P.N. 2009)

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

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

2. Notification of the Amount of Fair Share Fee Payers

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

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

Payroll deduction of the fair share fee shall commence annually on the first pay date that occurs on or after January 15th. In the case of employees hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of thirty days employment in a bargaining unit position or January 15. However, if an enrollment form for the fair share fee payer is not submitted to OEA by February 15th, the Association treasurer will be unable to collect fees at all for the fair share fee payer.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will give notice to

each member of the bargaining unit who does not join the association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. The Association shall not grieve non-intentional mistakes in deduction made by the Treasurer, so long as the errors are corrected in a reasonable time. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of fair share fee.

J. Copies of Board Policy Manuals

1. The Board shall provide the Association President with a copy of all Board Policies and District-wide administrative rules upon completion of updating. Further, the Board shall provide for two (2) updated Board Policy Manuals and Administrative Rules to be placed in each building within the system.
2. If the Board or Administration should change, add to or subtract from these items, those changes shall be given to the Association President, within fifteen (15) days from their adoption by the Board.

ARTICLE 28. MANAGEMENT RIGHTS (P.N. 1997)

The Board and Administration retain unto themselves all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and direction of its work force which the Board has not specifically abridged, deleted, granted, or modified by the express written provisions of this Agreement, are and shall remain exclusively those of the Board.

ARTICLE 29. OCCUPATIONAL SAFETY AND HEALTH

2901 Report Internally First (P.N. 1997)

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

2902 District's Right To Reassign (P.N. 1997)

Before exercising his/her right to refuse to work under ORC 4167.06 because the bargaining unit member acting in good faith has the right to refuse work under conditions that the bargaining unit member reasonably believes conditions present an imminent danger of death or serious harm to the bargaining unit member, provided that the condition is not as normally exists or reasonably might be expected to occur in the normal and regular duties of the bargaining unit member, the bargaining unit member will immediately notify his/her Supervisor of the condition. The bargaining unit member must abide by the "Refusal to Work Provisions" of the law. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

2903 Discrimination To Be Grieved (P.N. 1997)

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

ARTICLE 30. EFFECTS OF CONTRACT

3001 Carry Over of Agreement (P.N. 1997)

All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.

3002 Contrary To Law (P.N. 1997)

- A. If it is determined by a court of law with jurisdiction to this School District or an act of the Federal or State Legislature that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent prohibited by such legal action. The remaining provisions stay in effect.
- B. If a provision becomes unworkable due to its being contrary to law, said action shall be reason for immediate negotiations on that provision to obtain a workable provision with the established legal structure.

3003 Complete Agreement (P.N. 1997)

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.
- B. Both parties and their constituents agree to comply with the provisions of the Contract. Thus, any wage, hour, and/or working condition affecting members of the bargaining unit, if covered under the mandatory subjects of ORC 4117.08(A), not changed by this Agreement shall remain as is for the duration of this Agreement unless bargained otherwise under ORC 4117.
- C. All prior negotiated agreements, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement. Due to the fact that these employees were covered under a Contract bargained by another bargaining agent, this paragraph is necessary for clarity during this Agreement. This provision shall be removed at the expiration of this Agreement.

3004 Definition of Days (P.N. 1997)

"Days," as used in this Contract, except as otherwise specified herein, shall mean weekdays, Monday through Friday, exclusive of negotiated or federally-recognized holidays.

3005 Effective Date (P.N. 2015)

This Agreement shall become effective July 1, 2015 and shall remain in force until June 30, 2018.

3006 Signatures to Agreement (P.N. 2015)

The parties, after ratifying this Agreement, authorize their representatives to sign below.

FOR THE ASSOCIATION

[Signature]
President
[Signature]
CEA Labor Relations Consultant

Nancy Maloguzki
Team Member

[Signature]
Team Member

Team Member

This Agreement and appendices were ratified by the Association through secret ballot counted on May 26th, 2015.

[Signature]
Secretary

[Signature]
Treasurer

FOR THE BOARD

[Signature]
President

[Signature]
Superintendent

This Agreement and appendices were ratified by the Board at its meeting of May 26th, 2015.

[Signature]
Treasurer

APPENDIX A

**NORWAYNE LOCAL SCHOOLS
GRIEVANCE REPORT FORM**

STEP _____

NAME _____ BUILDING _____

SPECIFIC ITEM ALLEGED VIOLATED, MISINTERPRETED AND/OR MISAPPLIED _____

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED: _____

Signature of Aggrieved

Date Filed At This Level

DISPOSITION RENDERED: _____

Signature of Person Rendering Disposition

Date

(Attach additional pages if necessary to complete any Section.)

STUDENT BEHAVIOR REFERRAL

Norwayne High School
350 South Main Street
Creston, OH 44217

STUDENT'S NAME	GRADE
TEACHER	ROOM
DATE	SECTION

INSTRUCTIONS

1. Teacher submits both copies to office as soon as possible or with pupil.
2. All appropriate information should be included.
3. Following administrative action, a copy of completed form will be returned.

TEACHER REPORT

Date of Offense _____ Time of Offense _____ Location of Offense _____

Description of Offense _____

Previous Incidents Involving Student _____

Corrective Efforts _____

ADMINISTRATIVE REPORT

Administrator _____ Date _____ Time _____

Action _____

**NORWAYNE LOCAL SCHOOL DISTRICT
LEAVE FORM**

Name _____ School _____
 Social Security Number _____
 Date(s) of Leave: _____ Number of Days: _____

Please check one of the following:

- SICK LEAVE [Check reason for using Sick Leave]
 ___1. Personal Illness or Injury
 ___2. Pregnancy
 ___3. Exposure to Contagious Disease
 ___4. Illness, Injury or Death in Immediate Family
 _____ (relationship)

PERSONAL LEAVE [Check reason for Personal Leave]

- ___1. Personal Business
 ___2. Emergency of Immediate Nature
 ___3. Religious Holiday
 ___4. Compulsory Court Attendance
 ___5. Marriage in Immediate Family
 ___6. Death of a Close Friend or Relative
 ___7. College Graduation
 ___8. Professional Improvement

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

EMERGENCY AND HAZARDOUS LEAVE

EXTENDED LEAVE [State Type] _____

ASSOCIATION LEAVE [PRESIDENT'S SIGNATURE] _____

ADJUDICATION LEAVE [Attach notice or subpoena]

MILITARY LEAVE [Attach orders]

ASSAULT LEAVE [Attach certificate]

UNPAID SHORT-TERM LEAVE

UNPAID CHILD CARE LEAVE [Attach certificate]

VACATION LEAVE [Support Staff only]

Employee Signature

Date

PROFESSIONAL LEAVE Is a substitute necessary? _____

REGISTRATION AND MEETING INFORMATION - [Please include a copy of the flyer for this meeting]

_____ There is no registration fee for this meeting

_____ I have paid the registration fee and will submit a receipt for reimbursement. Registration fee \$_____. If there is a registration fee, please attach who check should be made payable to. How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility?

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

White - Employee's Copy
 Yellow - Principal's Copy (for attendance report)
 Pink - File Copy for Person Approving

NORWAYNE LOCAL SCHOOLS
DRUG AND ALCOHOL PROCEDURE FOR DRIVERS

A. WHO IS COVERED

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

B. PROHIBITED CONDUCT

No covered employee shall:

1. Use of Alcohol
 - a. Use alcohol while performing safety-sensitive functions; or
 - b. Perform a safety-sensitive function ("SSF") within four (4) hours after using alcohol (pre-duty use); or
 - c. Report to duty or perform a SSF with a Alcohol Concentration of 0.04 BAC or greater; or
 - d. Use alcohol eight (8) hours after an accident or until tested when required to be tested following an accident; or
 - e. Refuse to submit to a required alcohol test, including failure to provide adequate breath for initial testing when required or engaging in other conduct that clearly obstructs the testing process, or failure to sign Step Two of the Alcohol Testing Form; or
 - f. Possess alcohol at work.
2. Use of Controlled Substances ("Drugs")
 - a. Report for or remain on duty when the employee uses any controlled substance except where an employee is using such substance pursuant to the instruction of a physician consistent with the provisions of Paragraph B2d, below; or
 - b. Test positive for a controlled substance; or
 - c. Refuse to submit to a required drug test, including failure to provide an adequate and unaltered sample for testing when required or engaging in other conduct that clearly obstructs the testing process; or
 - d. Where an employee is using a controlled substance pursuant to the instruction of a physician, fail to notify his/her Supervisor of the use of such controlled substance and fail to provide his/her Supervisor with necessary information from his/her physician that the controlled substance will not affect the performance of the employee's SSF.

C. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT1. Alcohol Concentration of Greater Than 0.02 But Less Than 0.04

Employees tested under this policy who are found to have a Alcohol Concentration of greater than 0.02 but less than 0.04 may not perform an SSF until at least twenty-four (24) hours after the test was administered and may be suspended with or without pay for that period subject to Section 403 (Disciplinary Actions) of the Master Contract.

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

Employees who have a verified positive controlled substance test or who otherwise engage in prohibited conduct involving controlled substances may be suspended or terminated subject to Section 403 (Disciplinary Actions) of the Master Contract.

D. TESTING FOR ALCOHOL1. Post-Accident Testing

- a. An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo a Post-Accident Alcohol Test if: (1) the employee was performing a SSF with respect to the vehicle and the accident involved the loss of human life; or (2) the employee receives a citation under State or local law for a moving traffic violation arising out of the accident.
- b. The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident. An employee may be tested up to eight (8) hours after the accident.
- c. Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment.
- d. The results of a Post-Accident Breath or Blood Test for the use of alcohol conducted by a Federal, State, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable Federal, State, or local requirements and the test results are obtained by the Board.
- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs a SSF.

2. Random Testing

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

3. Reasonable Suspicion Testing

- a. The Board will test a covered employee when it has reasonable suspicion to believe the employee has engaged in prohibited conduct under this policy. A determination that reasonable suspicion exists to require alcohol testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by a Supervisor who has received at least sixty (60) minutes of training on alcohol misuse and additional sixty (60) minutes on controlled substance use. The person making the reasonable suspicion determination is prohibited from conducting the testing on the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding, or just after the period of the work day when the employee is performing a SSF. The test may not be administered more than eight (8) hours after the reasonable suspicion determination.
- b. No covered employee shall be allowed to report for or remain on duty requiring the performance of a SSF while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until: (1) the alcohol test indicates the employee's alcohol concentration is less than 0.02; or (2) twenty-four (24) hours have passed since the reasonable suspicion determination was made.

E. CONTROLLED SUBSTANCE TESTING

1. Pre-Employment Testing

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

2. Post-Accident Testing

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

- e. The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs a SSF.

2. Random Testing

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

3. Reasonable Suspicion Testing

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

F. ADMINISTRATION OF TESTING

1. Alcohol Testing Procedures

- a. Testing for alcohol will be by evidential breath testing device (EBT). The test will be administered by a breath alcohol technician (BAT) who has been properly trained in the use of an EBT. A BAT qualified Supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to perform the test in a timely manner. An employee's Supervisor may not administer a reasonable suspicion test to that employee.
- b. The initial test given is a screening test. If the screening test result is less than 0.02 no further testing will be done. If it is 0.02 or greater, the employee must undergo a second, confirmation, test. The confirmation test may not be conducted sooner than fifteen (15) minutes after the completion of the screening test. The confirmation test will normally be conducted within thirty minutes after the completion of the screening test, but a confirmation test is valid even if conducted after thirty (30) minutes. In the event the screening and confirmation tests do not agree, the confirmation test result is deemed to be controlling.
- c. After the completion of the required test(s), the result will be transmitted in a confidential manner to the person designated by the Board to receive test results as soon as available.

2. Controlled Substances Testing Procedures

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

3. Notification To Employees of Controlled Test Results

- a. Individuals who have undergone Pre-Employment Controlled Substance Testing may request the test results within sixty days of being notified of the disposition of their employment application.
- b. Employees who have a verified Positive Controlled Substance Test will be notified of the result and the substance for which the employee tested positive.

4. Employee's Right To Testing of Split Specimen

When the primary specimen is a confirmed positive, the laboratory will hold the split specimen for sixty (60) days from the date it received the split specimen. An employee with a verified positive result has the right, within seventy-two (72) hours of notification of the verified positive result, to request the MRO to have the split specimen to be sent to another DHHS-certified laboratory. However, action required by law or this policy as the result of a verified positive controlled substance test (such as removal from performing a SSF) is not stayed pending the result of the split specimen test. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Department of Transportation, the Board and the employee that the entire test has been cancelled and the reasons for the cancellation. The cost of testing the split sample must be borne by the employee

G. RECORDS

1. The Board will maintain records of its alcohol misuse and controlled substance use prevention program in a secure location with controlled access. Access to these records will be limited to those persons who are entitled to see them under Federal regulation or other applicable law.

2. Before the first time a covered employee performs a SSF, the employee must consent to allow the Board to obtain records on alcohol tests with a result of 0.04 or greater, controlled substance test results, and refusals to be tested within the preceding two (2) years which are maintained by the employee's previous employers under DOT regulations. The Board will inspect such records within fourteen (14) days after the first time the employee performs a SSF and will maintain a written confidential record with respect to each past employer contacted.

NORWAYNE LOCAL SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Norwayne Local Schools.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

Health Care Provider (Please print or type)

Signature

Telephone Number

Return this form to:

Treasurer
Norwayne Board of Education
350 South Main Street
Creston, Ohio 44217
Date_____

