

NEGOTIATED AGREEMENT

BETWEEN

NORTHWESTERN ASSOCIATION OF SCHOOL  
EMPLOYEES

AND

THE NORTHWESTERN  
BOARD OF EDUCATION

JULY 1, 2016 – JUNE 30, 2019

# TABLE OF CONTENTS

Article 1	Professional Negotiations.....	1
Article 2	Negotiations Procedure.....	3
Article 3	Board Rights.....	7
Article 4	Association Rights.....	8
Article 5	Grievance and Disciplinary Procedures.....	11
Article 6	Employment Practices.....	16
Article 7	Transfers and Vacancies.....	20
Article 8	Leaves.....	26
Article 9	Fringe Benefits.....	34
Article 10	Compensation.....	39
Article 11	Duration and Terms of the Contract.....	49
	Salary Schedules.....	51
	Forms.....	54
	Index.....	63

## ARTICLE ONE

### PROFESSIONAL NEGOTIATIONS

#### 1.01 Negotiated Agreement

This Agreement entered into between the Northwestern Local School District Board of Education, hereinafter referred to as the "Board", and the Northwestern Association of School Employees (NASE), affiliated with the Ohio and National Education Associations, hereinafter referred to as "NASE" or the "Association" shall cover all employees eligible for membership in NASE/OEA/NEA whether they are members or not.

#### 1.02 Purpose of Negotiations

The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The parties agree to negotiate on items of salary and wages, fringe benefits, working conditions and conditions of employment which have been traditionally negotiated by the parties. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth here in article form of this Agreement between the parties, the procedures necessary for the implementation of negotiations.

#### 1.03 Recognition

##### 1.031 Bargaining Unit Defined

The Board recognizes the Association as the sole and exclusive bargaining representative for all non-teaching employees including all full time and regular short hour employees, excluding confidential employees and supervisors. For the purpose of this agreement, the following are excluded from the bargaining unit:

- 1.0311 Treasurer's Office
- 1.0312 Directors
- 1.0313 Network Administrator
- 1.0314 Board Office Secretary
- 1.0315 Technology Specialist
- 1.0316 Bus Mechanic
- 1.0317 EMIS Coordinator
- 1.0318 Assistant Transportation Director

##### 1.032 Single Bargaining Unit

For the purpose of this agreement, Section 1.031 shall be considered as a combined single unit defined as the Bargaining Unit. The following classifications are included in the Bargaining Unit:

- 1.0321 Aides
- 1.0322 Assistant Mechanic/Assistant Maintenance
- 1.0323 Building Secretaries
- 1.0324 Bus Drivers
- 1.0325 Cooks
- 1.0326 Custodians
- 1.0327 Head Cooks
- 1.0328 Maintenance
- 1.0329 Office Aides

1.033 Additional Bargaining Unit Members

This article shall not prevent the recognition of additional or any other classifications or units.

1.034 Employee Defined

The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.

## ARTICLE TWO

### NEGOTIATIONS PROCEDURE

#### 2.01 Submission of Issues

At the first negotiations session, the parties will exchange packages. After the first meeting, only those items which are mutually agreed to shall be added to the agenda.

#### 2.02 Negotiating Teams

##### 2.021 Number of Representatives on Each Team

Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6). There shall be no more than one member from each classification on the bargaining unit team. The president of the Association may be included on the bargaining team as one of the six (6), even if their classification is represented by another member. The entire makeup of the negotiation teams shall be the sole responsibility of each team. In addition to the foregoing, either team may be represented by a labor or management negotiator.

##### 2.022 Power of Each Team to Negotiate

While no final Agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

#### 2.03 Negotiation Meetings

Either the president of the Association (or designated Association officer) or the Superintendent may make written request to the other for the start of negotiations. Agreement by the Parties on the exact date shall be made within ten (10) days of the receipt of the request. The first negotiating meeting shall be held no earlier than one hundred twenty (120) days prior and no later than ninety (90) days prior to the expiration of this Agreement, unless a mutually satisfactory later date is agreed upon.

##### 2.031 Private Sessions

Each negotiation meeting will be held in private session pursuant to R.C. 4117.21.

#### 2.04 Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

#### 2.05 Exchange of Information

The Superintendent will furnish the Association, and the Association will furnish to the Superintendent, upon reasonable request, all available public information pertinent to the issues under negotiations, such as financial condition of the district by the Superintendent or comparable wages and conditions by the Association.

#### 2.06 Consultants

In addition to the negotiation teams, each team shall be authorized to admit no more than one (1) consultant, for example an insurance specialist, to negotiating meetings. Consultants will be

used as observers and to confer with their own team but shall not address the negotiators except by permission of the other party.

2.061 Use of Consultant Notification

The intended use of such consultants shall be notified to the Board or the Association prior to all negotiation meetings.

2.07 Progress Reports

2.071 Release to the Public

Periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties.

2.072 Release to Both Parties

The Association retains the right to issue general reports to its membership on the progress of negotiations and the Board team may make progress reports to the entire Board.

2.08 Impasse

2.081 Definition of Impasse

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

2.082 Method of Declaring an Impasse

In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring an impasse.

2.083 Items Submitted to an Impasse

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

2.084 Submission of Mediation by the Parties

The parties shall jointly prepare a written request to the federal mediation and conciliation service to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until agreement is reached or the expiration of this agreement. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

2.085 Cost by the Parties

Each party shall bear its own costs incident to mediation and share equally in any direct costs charged by the mediator service.

2.086 Posting Last Offers at Impasse

If impasse is declared pursuant to Section 2.082, the Board shall promptly post in a conspicuous location on its website, the terms of the last collective bargaining agreement offered by the Board and by the Association.

2.09 Final Agreement

2.091 Ratification Process

When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. The Association must ratify the Agreement within ten (10) days after consensus is reached. Within ten (10) days from the time the Association notifies the Board that the Contract has either been accepted or rejected, the Board shall have ten (10) days to either accept or reject the report.

2.0911 Release Time for Ratification of Contract - Evening Employees

For evening ratification meetings, employees scheduled to work shall be entitled up to two (2) hours paid released time to attend the ratification meeting.

2.0912 Non-Accumulation of Unused Release Time

Unused release time in this section of the Contract will not accumulate.

2.092 Signing of the Contract

When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

2.093 Implementation of the Contract

All negotiated benefits in the Agreement shall be implemented by the parties concerned and shall become effective as specified in the Agreement.

2.094 Contract Supersedes Past Practice, Etc.

Any written Agreement reached and accepted by the Association and the Board shall supersede any rules, regulations or practices of the Board or Association which are contrary to or inconsistent with the terms of said Agreement.

2.095 Negotiated Agreement on District Website

The Negotiated Agreement will be posted on the district's website.

2.096 Board Policies and Administrative Guidelines

The Board will maintain updated "Northwestern Local Board of Education Board Policies and Administrative Guidelines" available to all staff over the Internet. Computer access will be provided in each building and the bus/maintenance garage. The web site address and instructions to access the information will be posted in each building and the bus/maintenance garage.

2.10 Consistency with Law

If any provision of this written Agreement between the Board and the Association shall be found to be contrary to law, then such provision or application shall not be valid, but all other provisions

or applications shall continue in full force and effect unless a terminating date is specified in the contract.

2.11 Re-Opener

In the event either party wishes to negotiate any changes in existing contract language or negotiate on any item which is considered to be a mandatory subject of bargaining, the party shall request negotiations on such matter(s). After having filed the necessary documents with the State Employment Relations Board, the parties shall meet in accordance with the existing language controlling the negotiations procedures.

2.12 Right to Strike

If the parties are not able to reach an agreement on the re-opener, the Association shall have the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.



## ARTICLE THREE

### BOARD RIGHTS

#### 3.01 Board Rights Retained and Reserved

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

#### 3.02 Board Non-Discrimination

The Board complies with all State and Federal rules and regulations and does not discriminate on the basis of race, color, national origin, religion, sex, disability, military status, ancestry, or age. The Board also does not tolerate harassment of any kind and requires its employees to follow Board policies in reporting such harassment.

#### 3.03 Board Exercise of Rights

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

#### 3.04 Board Receives Membership from Association

The Association will provide the Board a list of the Association membership, upon written request.

ARTICLE FOUR  
ASSOCIATION RIGHTS

4.01 Association Exclusive Representation

Rights and privileges provided in this Agreement shall be exclusively granted to the Association only as the sole and exclusive bargaining agent for the employees covered under this Agreement.

4.02 Association President Rights

The President of the Association or his/her designee shall have the right to visit all schools in the district for the purpose of carrying out Association business. Before entering a school for Association business, the President or his/her designee shall first notify his/her supervisor or principal and the supervisor or principal of person(s) being contacted. In no event shall such visit interfere with or interrupt normal school operations. If either supervisor or principal denies a visit due to interruption of normal operations, they must suggest an alternative time. If possible, contacts should be made outside working hours.

4.03 Association Receives Names of New Employees

Names and addresses of newly hired employees will be provided to the NASE upon request.

4.04 Association Use of Mailboxes

The NASE shall have access to employees' mailboxes for distribution of NASE related information.

4.05 Association at Pre-School Conference

The NASE shall be given a place on the program of the pre-school conference for the orientation of new employees.

4.06 Association Receives Board Materials

The NASE president or his/her designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any Board meeting. In the case of meetings involving important considerations (e.g., appropriations, budget adoption), the Board will make available such attachments for NASE study as soon as they can be made available. (The formal agenda shall be furnished to the NASE president in advance of all Board meetings.)

4.07 Association Right to Speak at Board Meetings

The NASE, through a designated representative, shall have the right to attend all regularly scheduled or special meetings of the Board to speak to any issue opened for public discussion.

4.08 Association Use of Facilities

The NASE shall have the right to use school buildings and facilities without charge for Association meetings at a time when the building is being heated and a custodian formally is on duty. At other times, the NASE may use the buildings according to the regulations and rentals established by the Board. The Association shall schedule all meetings with the building principal, by completing a building usage form.

4.09 Association Use of School Owned Equipment

If the NASE wishes to use school-owned equipment, it shall file a timely request with the person in charge of such equipment and if the equipment is not in use, it shall be made available. The

NASE agrees to assume the full responsibility for loss or damage to such equipment while in its possession on a prorated basis.

4.091 Right of Association to Use of Computer System

The Association shall have the use of the computers and e-mail systems for exchanging news and other announcements. The Association understands that the District's "Acceptable Use Policy" must be complied with and any information on computers and e-mail is available for public access as required by public information laws. The Acceptable Use Policy will be distributed to all members annually by September 1.

4.10 Association Use of Bulletin Boards

The Association shall have the right to use the bulletin boards in the office and employee lounges for the posting of notices and other material relating to Association activities.

4.11 Association Payroll Deductions

The NASE members shall be granted rights to payroll deductions for its annual dues/fair share representation fee and those of its affiliates and their departments. All money so deducted shall be remitted monthly to the Association Treasurer with a list of employees for whom deductions were made and the amount for each employee. The final deduction will be no later than the last regular pay in June.

4.12 Association Leave

4.121 Number of Days

The Board agrees to permit no more than two (2) duly elected delegates or designated representatives of NASE leave of up to five (5) days each to attend the NASE/OEA/NEA Annual Conferences/grievance hearings or for lobbying with the State Legislator.

4.122 Notification of Use of Days

Association Leave must be requested from the employee's immediate supervisor on appropriate form at least five (5) days in advance.

4.13 Association Request of Information Exchange

The Board will make available to the NASE upon written request public records, public data, and public information including public financial data of the School District.

4.14 Announcement of NASE Meetings

The Association shall have the use of school building public address system to make announcements subject to the prior approval of the building principal.

4.15 Fair Share Fee

4.151 Selection of Membership or Service Fee

Annual dues and agency shop fees for the NASE/OEA/NEA as certified annually shall be deducted in eighteen semimonthly installments beginning with the first pay period in October which shall be mailed directly to the Association Treasurer with a list of bargaining unit members paying dues or agency shop fees in each month. All members of the Association shall pay their dues by payroll deduction.

4.152 Service Fee to be Paid by Non-Members

In recognition of the Association's services to the bargaining unit, all individuals in the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of Association. The payment of dues or a service fee shall be a condition of employment.

4.153 Rebate Procedure

Payment of such service fees shall be subject to a rebate procedure provided by the Association that shall meet all requirements of applicable State and Federal Law and shall also be subject to all other requirements of the Ohio Revised Code Section 4117.09(c), regarding religious exemptions, when effective, and any other law or like subject matter.

4.154 Indemnification by Association

It is agreed that it is the responsibility of the Association to resolve any and all errors and adjustments with its members from said payroll deduction. The Association shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other actions arising from said dues deductions.

4.155 Fair Share Deductions

Employees who have fair share payroll deductions will have the deductions made beginning with first payroll after notification of the amount from the NASE Treasurer. The deductions will continue for the remainder of the payments on the current work year contract. In addition, if the employee cannot make fair share payments to the Association for religious reasons, the amount of fair share payroll deductions will be mailed by the District Treasurer to the United Way.

4.16 Association Meeting Release

For evening Association meetings, an employee regularly scheduled to work during that time shall be entitled to one (1) hour paid released time to attend the meeting providing the employee has notified his/her supervisor at least one (1) working day in advance of the meeting. Time in excess of one (1) hour must be made up during the same work day. Such make-up time will not be counted towards overtime.

4.161 Non-Accumulation of Unused Release Time

Unused release time in this section of the Contract will not accumulate.

## ARTICLE FIVE

### GRIEVANCE AND DISCIPLINARY PROCEDURE

#### 5.01 Purpose of Grievance Procedure

The Board recognizes that, in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and a fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals shall be taken against any employee initiating or participating in the grievance procedure.

#### 5.02 Grievance Defined

A grievance is a complaint involving the alleged violation, interpretation or application of:

5.021 The negotiated agreement between the parties

5.022 Individual employee contracts

#### 5.03 Parties to Grievance

A "grievant" is the person or persons making the complaint. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim

#### 5.04 Class Action Grievance

A class action grievance may be filed by the Association if a class or group of employees is affected by the grievance. The Association may submit such grievance in writing to the Superintendent or his/her designee, identifying the classification(s) for whom the grievance is brought. Processing of such grievance shall be commenced at Step Two, if the matter cannot be resolved by the Superintendent or his/her designee within five days of receipt of grievance, the grievance shall proceed as stated in Article 5, Section 5.07 of the collective bargaining agreement between the Association and the Board.

#### 5.05 Step One Grievance (Supervisor)

Within twenty (20) days after the event which precipitated a condition that an employee considers grievable or twenty (20) days from when an employee should have knowledge of the event, the affected employee may file a written grievance with such employee's immediate supervisor.

##### 5.051 Grievance Form Information

The written grievance shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision of the negotiated agreement allegedly violated, misinterpreted, or misapplied, and the remedy of the grievant.

##### 5.052 Distribution of Grievance Form and Responses

A copy of the grievance and the response shall be sent to the Superintendent, the Association President, the immediate supervisor, and the grievant at all levels involving the written grievance.

##### 5.053 Hearing

The involved immediate supervisor shall hold a hearing not less than ten (10) days after receipt of the written grievance or at a mutually agreed to time in order to provide the grievant with a representative, however, the hearing must be held no later than fifteen (15) days from the date of receipt of the written grievance.

5.054 Immediate Supervisor's Response

Within five (5) days from the date of the hearing, the immediate supervisor will provide a written response to the grievance on the grievance form. The response shall be thorough and complete as to the substance of the grievance.

5.06 Step Two Grievance (Superintendent)

5.061 Step Two Grievance Appeal from Step One and Time Limits

If the Step One Grievance does not resolve the complaint to the satisfaction of the employee, such employee shall have the right to appeal the written grievance with the Superintendent. Such written grievance shall be lodged within fifteen (15) days following the decision in Step One. A hearing will be held before the Superintendent within five (5) working days after receipt of such request.

5.062 Disposition of Superintendent

The Superintendent shall take action on the written grievance within ten (10) working days after the receipt of said grievance or, if a hearing is requested, within ten (10) working days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, building principal, superintendent, and the Association's chapter president

5.07 Step Three Grievance (Mediation)

If the action taken in Step Two by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the employee or no decision has been rendered by the Superintendent or his/her designee within the ten (10) days, the Association will utilize the services of the Federal Mediation and Conciliation Service (FMCS) to attempt to mediate a resolution to the dispute. The agreement to utilize the FMCS mediation services must be in writing, signed by the Association President and the Superintendent, and must be dated no later than 10 (ten) days after the Superintendent's disposition of the grievance.

5.08 Step Four Grievance (Arbitration)

5.081 Appeal from Step Three and Time Lines

If the action taken in Step Three does not resolve the grievance to the satisfaction of the employee, such employee and/or the Association may choose to proceed to arbitration.

5.082 Notice to Arbitrate and Time Lines

The notice to arbitrate shall be filed within ten (10) working days from date of the mediation meeting in Step Three.

5.083 Selection of and Authority of Arbitrator

The arbitrator shall be chosen from a list of seven (7) names submitted by the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract nor add to, detract from, or modify the language therein in arriving at their decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine itself to the precise issue(s) submitted and shall have no authority to decide any other issue(s) not so submitted. Any cost of expenses incurred shall be shared equally by both parties.

5.09 Miscellaneous Grievance Provisions

5.091 Grievance Day Definition

The term "day" for grievance procedures is defined as the aggrieved employee's scheduled workday (excluding Christmas and Spring Breaks) or weekdays (excluding holidays) during non-scheduled workdays. If a grievance is filed while either the party filing or receiving the grievance is on vacation, these vacation days will not count as days in the grievance procedures.

5.092 Records of Grievance

All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the grievant's personnel file.

5.093 Mutual Time Limit Extensions

The parties agree that time limits in the grievance procedure may be extended by mutual agreement.

5.094 No Reprisals

No reprisals of any kind shall be taken by the Board or the Association or by any member of the administration against any party in interest, any school representative, any member of the bargaining unit, or any other participant in the grievance procedure by reason of such participation.

5.095 Representation Rights of Grievant

The grievant shall have the right to be represented at all levels of the grievance procedure by the local Association officer, or any official NASE representative.

5.096 Right of Counsel

The aggrieved employee, the Board and/or the representative of either shall not be denied the right to advice or counsel in any of the levels listed above.

5.097 Withdrawal of Grievance

A grievance may be withdrawn at any level without prejudice or record.

5.098 Right to File After Resignation

No employee shall file a grievance after the effective date of his/her resignation.

5.099 Right to Pursue Contractual Matters through Other Agencies

Nothing in this procedure shall be construed to deny the Association or the Board of Education or their representatives the right to redress before an appropriate administrative agency or through the courts, provided the grievance procedure has been completely followed as defined by Article 5 of the Negotiated Agreement. Nothing contained herein shall deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy other than provided in ORC 4117, such election shall bar any further or subsequent proceedings for relief under the grievance procedure.

#### 5.0910 Grievance Forms

Forms for processing grievances shall be made available through all administrative offices and the central administration office.

#### 5.0911 Confidentiality

While a grievance is in process of resolution, all proceedings shall be kept as confidential as possible with the District and the Association.

#### 5.0912 Released Time for Processing Grievances

An employee involved in a grievance hearing held during his/her regular working hours shall receive his/her regular pay.

### 5.10 Disciplinary Action

The administration may take disciplinary action against any employee for violations of, or failure to comply with, any provisions of this contract, rules and regulations adopted by the Board, administrative rules, guidelines, or practices. This disciplinary action shall be for just cause and may include:

- 5.101 Verbal warning
- 5.102 Written warning
- 5.103 Written reprimand
- 5.104 Suspension without pay
- 5.105 Demotion or
- 5.106 Discharge from employment

#### 5.107 Progressive Discipline Principles

The employer agrees that principles of progressive disciplinary action will be followed with respect to minor offenses. The employer, however, reserves the right to apply more severe discipline to employees committing major infractions.

#### 5.108 Nature of Violation

Progressive discipline shall take into account the nature of violation and the employee's record of discipline.

#### 5.109 Mutually Agreed to Time for Hearing

All hearings held regarding discipline shall be held at a mutually agreed to time and place. If a time and place is not agreed upon within ten (10) days of the notice, the Superintendent will set the time and place unless timelines are extended through mutual agreement. The employee shall be provided the written reason(s) at least two (2) days prior to the hearing. At the hearing, the employee shall have the right of representation of his/her choosing, however, if it is someone other than a member of the bargaining unit or the Labor Relations Consultant, the Association shall have the right to be in attendance at the entire hearing.

#### 5.1010 Recording of Conference

The Board may tape record the conference as may the employee or his/her representative. In the event either party tapes the hearing, a tape shall be provided to the other party within three (3) work days. The party requesting the tape will supply a blank tape for copying.



#### 5.1011 Suspension While Conference is Pending

If the Superintendent determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may recommend the suspension of the employee without pay for up to three (3) days pending the conference to determine final disciplinary action.

#### 5.1011 Contesting Disciplinary Action

An employee wishing to contest a disciplinary action in court must first exhaust the grievance procedure.

#### 5.1012 Back Pay if Charges Are Wrong

If in such a situation, the Board determines at the conference that no discipline of the employee is appropriate; the employee shall receive back-pay for the period of suspension.

## ARTICLE SIX

### EMPLOYMENT PRACTICES

#### 6.01 Personnel File

##### 6.011 Personnel File Location

A personnel file for each employee shall be maintained in the office of the superintendent. This shall be considered a confidential file and the only official file of recorded information maintained by the Board, administration, or supervisors. The file and its contents may not be removed from the superintendent's office.

##### 6.012 Access to Personnel File

###### 6.0121 Individual Right to Review Personnel File

Individual employees and/or designee shall have access to their personnel file upon request. Request of employees to have access to their personnel files shall be handled by the Superintendent or his/her designee.

###### 6.0122 Rights of Public to Access Personnel File

It shall be the right of any citizen to review or request copies of the file of any employee of the bargaining unit. Such review shall be in accordance with Board Policies and Administrative Guidelines, the Ohio Revised Code, and appropriate Federal laws.

###### 6.0123 Public Review of the Personnel File

In the event a member of the public requests to see or requests copies of a personnel file, the employee will be notified and be given a copy of the material provided to the public. An Association member will be granted release time if the public is to view his/her personnel file during work hours. An Association member may request representation, but release time will not be granted for the representative. Items prohibited from disclosure by law will not be accessible to the public.

###### 6.0124 Records Not Available to the Public

The public will not have access to an employee's medical records (including section 6.0146 and items protected by HIPPA laws), Social Security Number, and other items not required to be disclosed by law.

##### 6.013 Addition of Materials to Personnel File

Before any item is placed in an employee's personnel file, except for materials listed in section 6.014, credentials, or payroll information, the employee will be given the opportunity to view, initial, and date the item. The employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected. The employee has the right to see and rebut any material placed in his/her file in writing. All rebuttals will be attached to any addition to the file. If an employee refuses to initial an item, the supervisor and a witness will document the time and date of the refusal. The material will be placed in the personnel file.

6.014 Items in Personnel File

6.0141 Letters pertaining to employment

Letters of request by employee for consideration for a vacancy, transfer of position, leave of absence, or other special request.

6.0142 Letters of Merit

Copies of letters of commendation or merit directed to the employee.

6.0143 Letters of Leaves, Transcripts, etc.

Transcripts, military separation or DD 214's, experience validations, personal leave, professional leave, and sick leave records.

6.0144 Letters of Commendation

Letters of recommendation and other related information used for initial employment.

6.0145 Transcripts of Educational Achievement

Official transcripts of post high school training and copy(ies) of certification authorized by the State Department of Education.

6.0146 Medical Examinations

Medical records related to employment.

6.0147 Employment History

Records of employment history with this school district and previous employment with other school districts. Information included in this record may consist of:

- 6.01471 Number of years and dates
- 6.01472 Records of sick days accumulated
- 6.01473 Certificate numbers
- 6.01474 Building assignments
- 6.01475 Position on salary schedule and current salary

6.0148 Other items required by law will be included in the personnel file.

6.015 Removal of Materials in Personnel File

Information in the personnel file may be removed upon mutual agreement of the employee and the administrator or supervisor making the entry or the Superintendent. Written disciplinary notices (written warning, reprimand, suspension, and demotion) shall be expunged from the employee's file after two (2) years.

6.016 Anonymous Letters Not in Personnel File

Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.

6.017 Copying of Materials from Personnel File

An employee will be entitled to a copy of material in his/her file upon request and payment of appropriate copying fees.

6.02 Labor Management Meetings

The Board agrees to hold bi-monthly labor-management meetings between the administration and one (1) NASE member from each classification to discuss problems stemming from items other than those that can be remedied through the terms of this contract. The meetings may be canceled by mutual consent.

6.03 Seasonal Work

Regular contractual nine (9) month employees who desire employment during the summer months shall have the first chance to bid on seasonal work with rate of pay to be that scheduled for the type of part-time work being done.

6.04 Professional Meetings Attendance

Request for permission to attend professional meetings shall be approved or denied by the superintendent after recommendation by the supervisor. Requests involving funds can be approved only by the Board and must have prior approval. Such requests are considered separately on the merits of each case.

6.05 Travel Pay

All classified employees who are required to travel in their automobiles to conduct official school business shall be reimbursed at the rate established annually by the Board of Education.

6.06 In-Service Training Sessions

In-service training sessions that are designed to improve the job performance of the classified employees and approved by the Superintendent shall take place during regular working hours at no loss of pay or benefits to the employees. If training assigned by the district is held outside of the time that is already compensated, the employee will receive additional compensation.

6.07 Tuition Waiver

A member shall have the opportunity to enroll his/her children in the District's educational program tuition-free. If possible, the student will be enrolled as an "Open Enrollment" student. The Association agrees the Board, the Administration, and Treasurer will be held harmless from an adverse Auditor of State or Court opinion on this matter.

6.08 Lunch Period

All employees working three (3) hours or more shall receive an unpaid duty free lunch period. The lunch period for employees shall be no less than thirty (30) consecutive minutes.

6.09 Uniform Reimbursement

Custodians, maintenance employees, and cooks shall be given three (3) uniforms per year. In lieu of uniforms being purchased by the district, employees may purchase their own uniforms that are pre-approved by his/her supervisor and may be reimbursed for them upon presentation of receipts up to one hundred sixty-five dollars (\$165.00). Employees receiving the uniform reimbursement are required to follow uniform policies set by the supervisor. Reimbursement will be available during September for receipts received and pre-approved. Employees hired after October 1 will receive a pro-rated reimbursement for purchases made after the employee's hire

date and turned in for payment within thirty (30) days of the hire date. Any employee working in two (2) or more classifications will not be required to have separate uniforms for each classification. Employees in more than one classification will only be entitled to one uniform allowance.

#### 6.10 Mandated Meetings

If needed, one (1) meeting per month with required attendance shall be in the confines of the employee's regular work day. If any employee is required to attend a meeting that is held outside that employee's regular work day, they will receive compensation at their regular hourly rate, for their time. Additional meetings may be held before or after the regular hours and shall be on a volunteer basis with no fear of reprisal for non-attendance.

#### 6.11 Probationary Contract

Employees will be subject to a ninety (90) workday probationary period when initially hired. During their probationary period, employees may be terminated at any time, with or without just cause. If an employee is retained beyond their probationary period, the Board and the employee shall enter into a one-year limited contract which shall expire on the first June 30 occurring after the parties enter into the one-year contract. If the Board elects to renew this one-year limited contract, the employee will enter into a two-year limited contract. If, at the conclusion of the two-year contract, the Board determines to renew the employee's employment, the employee and the Board shall enter into a continuing contract. This section expressly overrides R.C. 3319.081(C).

## ARTICLE SEVEN

### TRANSFERS AND VACANCIES

#### 7.01 Transfers

##### 7.011 Transfer to a Temporary Position

No employee shall be assigned to a temporary work classification other than the employee's normal work classification without the consent of the employee.

##### 7.012 Involuntary Transfer

###### 7.0121 Definition of Involuntary Transfer

An involuntary transfer is the placement of a bargaining unit member into a different position or building.

###### 7.0122 Reasons for Involuntary Transfer

An involuntary transfer for the following year will be made only in case of emergency, to prevent undue disruption of programs, or to place members in positions in the best interest of the school district.

###### 7.0123 Notification of Involuntary Transfer

The administration will notify the affected employee of the transfer and the reason for such transfer at the earliest possible opportunity.

##### 7.013 Transfer to Longer Hours

Employees shall have the right to advance to longer hour positions, if qualifications are met, when vacancies or new positions occur in their classification; such advancement to be in order of their classification seniority. Qualifications are set in current job descriptions.

##### 7.014 Transfer to Fewer Hours

Any employee may request a transfer to fewer hours when vacancies occur within their classification; such transfer to be in order of classification seniority.

##### 7.015 Transfers to Higher Paying Positions

Employees have the right to request transfer to higher paying classifications including Central Office and/or Supervisory positions when vacancies occur.

##### 7.016 Employee Right to Accept or Reject New Position

The employee awarded the advancement based upon seniority shall maintain the option of accepting or declining the position, and shall lose no rights in his/her present position as a result of his/her decision.

##### 7.017 Bargaining Unit Members Rights if Position is Rejected

Should the position be declined, it shall be awarded to the employee in the same classification who is next in line on the classification seniority list. This procedure will be followed until the position is filled.

7.02 Vacancies

7.021 Determination of a Vacancy

For the purposes of this section, knowledge of a vacancy is determined when the Board of Education officially accepts an employee's resignation or retirement, the Board of Education creates a new position, a current position becomes eligible for insurance benefits, or if an employee dies. If the Board determines the need for filling the vacancy, the posting will be made within three (3) days of the determination.

7.022 Filling of Vacancies

When a job becomes vacant and is to be filled, it shall be filled within thirty (30) working days if a qualified applicant will accept the position. The Board has the authority to eliminate a position when vacated.

7.023 Notification of Vacancies

The Board agrees to notify the Association when vacancies occur by providing the Association President with a copy of all vacancies posted.

7.024 Vacancy Posting Information will include the following:

- 7.0241 Job description
- 7.0242 Hours per week or hours per day
- 7.0243 Hourly wage rate
- 7.0244 Starting date of the position

7.025 Places for Posting of Vacancies

Postings shall be placed in all buildings owned and operated by the Board and staffed by school employees in an open area accessible to all employees covered in the bargaining unit. Vacancies shall also be posted concurrently on the website and emailed to district email addresses.

7.026 Length of Posting

All openings shall be posted for a minimum of ten (10) days except during the months of July and August. Employees desiring the position shall submit a request to the administrator in writing before the posted deadline.

7.027 Summer Postings

In addition to 7.026, during the summer months, all employees will be notified of all vacancies by the posting of all vacancies on the district's web site and emailed to district email addresses. To be assured of being considered for potential openings, employees must notify their supervisor in writing of a preferred method of contact before leaving for the summer of positions that they may be interested in applying for the next school year.

7.028 Right to an Interview

No vacancy shall be filled by an outside applicant until all qualified employees who have applied before the expiration of the posting have been offered an interview. Employees who are interviewed for the position and not offered the position shall be given notice of not being selected.

7.03 Seniority

7.031 Seniority Defined

Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences.

7.032 System Wide Seniority

System seniority is determined by the amount of continuous service an employee has with the Board beginning with the most recent date of employment.

7.033 Classification Seniority

Classification seniority is determined by the amount of continuous service an employee has with the Board in a particular classification computed from the latest date of appointment to present classification. (Classifications listed in Section 1.032) A layoff does not break continuous service used for seniority purposes if an employee returns during his/her recall period.

7.0331 Midday Routes Seniority

Uninterrupted seniority in midday routes will be treated as a classification when assigning/deleting midday routes.

7.034 Seniority Accrual While on Leaves

Seniority shall not accrue through a leave of absence, however, seniority accrued prior to a leave of absence shall be credited to an employee upon return to employment from leave of absence.

7.035 Seniority Determinant Factor

Seniority shall be the sole determinant in filling a vacancy within any one classification when the applicants have comparable evaluations with the exception of an employee who would not meet the qualifications/certification of the position. This section excludes bus drivers.

7.036 Seniority/Background Check Expiration List for the Association

The Association shall be provided the current seniority list of all employees in the bargaining unit by November 30. The list will include the expiration dates of members' background checks.

7.04 Reduction in Force (Lay Off)

7.041 Lay Off Reasons

In the event of a layoff for school building closings, when a position(s) has been abolished, reduction of student enrollment, change of program, statutory regulatory changes or financial reasons, the Board shall displace substitutes and seasonal employees within a classification before laying off any members of the bargaining unit within that classification.



#### 7.042 Lay Off Order/Recall

In the event of such layoff, layoffs shall occur by seniority within each classification. The least senior person within that classification shall be the first to be laid off and the last to be recalled.

#### 7.0421 Equal Seniority

In the case where two employees within a classification share a hire date, thereby rendering them equal in seniority, the employee who is currently working the highest number of daily regularly scheduled hours in the position in question will be considered the most senior employee. In the event both employees also have the same number of daily hours, the employee who received the first pay check from the district (including substitute pay) without a break exceeding twelve (12) months will be considered the most senior employee.

#### 7.043 Layoff at the End of the School Year

When a layoff occurs at the end of the school year, the affected employee shall have the right to bump (displace) the next less senior employee with equivalent hours. If no such equivalent hours position exists, the laid off employee shall bump the next less senior employee in his/her classification whose hours in the classification are closest to but not more than the bumped (displaced) employee. The bumping shall take place prior to the start of the following school year.

#### 7.044 Layoff during the School Year

When a layoff occurs during the school year, the affected employee shall have the right to bump (displace) the least senior employee. The following school year, the affected employee shall have the right to bump (displace) the next less senior employee with equivalent hours prior to displacement, unless no such position exists, in such case the laid off employee shall bump the next less senior employee in his/her classification.

#### 7.0441 Bumping (Displacement) Exceptions

No employee in the aide classification who is assigned to work with a specific special education student(s) will be bumped (displaced) from his/her position during the school year.

#### 7.045 Notice of Layoff

If a layoff is planned due to program changes or financial reasons, the Association President shall be notified in writing of the layoff. The affected employee(s) will receive a written notice that includes the reason(s) for the layoff. All notices will be made at least thirty (30) days prior to the layoff. If the layoff is due to the change in needs of a particular student(s), the affected employee will be notified in writing as soon as the district becomes aware the position will no longer be required.

#### 7.05 Recall Rights

Those employees laid off for the reasons stated above shall be reinstated to employment in the same classification when a position is again declared vacant in that classification and current employees have exhausted the opportunities for advancement/transfer. Employees with the highest seniority by date of employment shall be eligible for re-employment. Eligibility for re-employment is limited to one (1) year from the final contract day worked.

7.051 Recall Notification of Employees

Employees being recalled shall be notified by U.S. Certified Mail to the address on file with the Board within five (5) working days of the decision to recall.

7.052 Time Limits to Respond to Recall

Recalled employees must respond within ten (10) working days of the date the notification is mailed to their address of record or they will forfeit their recall right. The employee(s) shall be responsible for maintaining their current address on file with the Board.

7.053 Declining a Recall Offer

If an employee declines an offer to be recalled to a vacant position in his/her classification, the employee forfeits his/her right to future recall from the current layoff.

7.06 Job Descriptions Changes

The Association shall receive a written notification, within thirty (30) days, of any/all job description changes made by the Board or their designee.

7.07 Rehire of Retired Classified Staff Members

The following provisions will apply to the rehire of classified staff members who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3319.081.

7.071 The Board is authorized to fill any bargaining unit vacancy with a retired classified staff member subject to the provisions below.

7.072 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired classified members must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

7.073 For the purposes of salary schedule placement, retired classified staff members will be placed at Step Zero of the appropriate job classification.

7.074 Retired classified staff member will advance one (1) year on the salary schedule for each year (120 or more days worked) of continuous re-employment service in the classification.

7.075 Retired classified staff members will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

7.076 Retired classified staff members may be re-employed from year to year with Board approval, but will only be eligible for contracts one (1) year in length. Re-employed classified staff members will not be eligible for two (2) year or continuing contracts.

7.077 Retired classified staff members will not retain seniority, but will be eligible to accrue seniority after re-employment with continuous employment.

7.078 Retired classified staff members shall not be eligible for severance pay upon separation from employment.

- 7.079 Retired classified staff members shall be eligible for medical, dental, vision, and life insurance programs if they meet the minimum hours required in the NASE negotiated agreement for all other members.
- 7.0710 Retired classified staff members will be subject to Reduction in Force (RIF) provisions prior to any non-retired employee.
- 7.0711 Retired classified staff members who are rehired will begin employment with zero (0) days of accumulated sick, personal, and vacation leave. Leave will be accrued in accordance with provisions of the NASE negotiated agreement.
- 7.0712 Retired classified staff members shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provision of this Article.
- 7.0713 If the retired classified staff member is selected, a substitute may be used to fill the position until all public hearing requirements for rehiring have been met.

## ARTICLE EIGHT

### LEAVES

#### PAID LEAVES

##### 8.01 Leave Day Definition

A leave day is defined as the equivalent of the regularly scheduled daily hours of work. It does not include extra hours or extra trips.

##### 8.02 Sick Leave

###### 8.021 Sick Leave Accumulation

Sick leave will be accumulated for hourly school district employees at a rate of 4.6 hours for 80 hours of service, per Ohio Revised Code. Only regularly scheduled hours will be used for leave accumulation. It does not include extra hours or extra trips.

###### 8.022 Maximum Sick Leave Accumulation

Maximum sick leave accumulation for all classified employees shall be two hundred and fifty-five days (255) days.

###### 8.023 Reasons for Use of Sick Leave

Sick leave with pay may be used for the following purposes:

8.0231 For absence of the employee due to personal illness, pregnancy/adoption, injury, or exposure to contagious disease which could be communicated to others.

8.02311 For the purposes of paid sick leave, pregnancy/adoption leave is defined as six (6) calendar weeks from the birth of the baby or date of adoption. Adoption leave is for children under the age of six (6). Additional paid sick leave will be granted with verification by the employee's doctor.

8.0232 For absence of the employee due to the illness or injury in the employee's immediate family. Immediate family shall be defined as spouse, parents, parents-in-law, children, grandchildren, brother, or sister. Immediate family shall also include any blood or marital relative in the employee's household

8.0233 For absence because of death in the immediate family of an employee

8.02331 five (5) days with full pay may be allowed in each case of death of the employee's father, mother, sister, brother, spouse, child, or grandchild.

8.02332 three (3) days with full pay will be allowed in each case of death of the employee's parent-in-law, brother-in-law, sister-in-law, or grandparents.

8.02333 one (1) day with full pay may be allowed in each case of death of the employee's aunt, uncle, first cousin, niece, nephew, or children-in-law.

8.02334 two (2) additional days may be granted by the local superintendent when such is warranted.

8.024 Advancement of Sick Leave

Employees who have exhausted their accumulated sick leave may be advanced five (5) days additional by the Superintendent. If sick leave is necessary beyond the additional five (5) days, the employee will request in writing one (1) day unpaid leave for each day used beyond the five (5) advanced days. The five (5) days must be repaid (through normal accumulation) before additional days can be advanced.

8.025 Leave Accumulations Recorded on Pay Stubs

Employees will receive a statement of sick leave and personal leave days (used and credited) each paycheck. If an employee uses sick and/or personal leave days beyond his/her accumulated balance, the employee will request unpaid leave.

8.026 Completion of Form Upon Return of Leave

Upon the first day returning from the use of sick leave, the bargaining unit member shall complete the electronic leave form noting the number of days absent and check the appropriate reason for the use of said leave.

8.027 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness/injury or family illness/injury to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness and/or injury. Withdrawals will be limited to participating employees for use only in cases of serious illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

Members may enroll in the Sick Leave Bank, during the enrollment period, which shall be during the months of September and October of each school year.

Upon enrollment, a member shall contribute two (2) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable. This is the only contribution until the SLBC notifies employees of the need for additional days.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SLBC of his/her intent to withdraw.

8.0271 Sick Leave Bank Committee shall be composed as follows:

8.02711 The Superintendent or his designee.

8.02712 A member of the Association's Executive Committee to serve as a chairperson.

8.02713 Three members appointed by the Association President.

8.0272 The SLBC shall review and approve or deny by a majority vote all applications to the Sick Leave Bank. The chairperson shall vote only in the case of a tie vote. The SLBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

8.0273 The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

8.0274 Decisions of the SLBC are final.

8.0275 The SLBC shall review the operation of the Sick Leave Bank annually and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

8.0276 General Procedures

- 8.02761 An application for a withdrawal from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
- 8.02762 Withdrawals will be limited to use for serious personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.
- 8.02763 An application will be effectuated only after a member has used all of his/her accumulated sick days.
- 8.02764 Days withdrawn from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
- 8.02765 Once qualified to receive a withdrawal from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed forty (40) days per year. Withdrawals from the Sick Leave Bank shall commence on the first day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SLBC, each thirty (30) day payroll period.
- 8.02766 Withdrawals from the Sick Leave Bank will be made only for absences under a member's normal contract. Withdrawals will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
- 8.02767 Days may not be received from the Bank for absences due to childbirth (natural or cesarean section).
- 8.02768 Days may not be received from the Bank for absences due to disabilities, which qualify the member for disability retirement.
- 8.02769 Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- 8.027610 Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.
- 8.027611 Members withdrawing days from the bank will not be required to return days to the bank.

8.028 Doctor Verification

An employee who has five (5) nonconsecutive occurrences of sick leave in a given month or a total of ten (10) nonconsecutive occurrences in a school year may be required to provide a physician's statement as noted in Ohio Revised Code 3319.141.

#### 8.0281 Occurrence Definition

An occurrence in Section 8.027 is defined as any date with a full or partial use of sick leave.

#### 8.03 Personal Leave

##### 8.031 Number of Personal Days

Bargaining Unit Members will be granted up to three (3) days absence per year from duty not chargeable to sick leave. Leave days will be granted on a pro-rated basis, to the nearest quarter (1/4) day, for employees starting after the beginning of the contract year. Unused personal leave days may be accumulated to a total of four (4) days.

##### 8.032 Reasons for Use of Personal Leave

These days may be taken for the reasons listed below provided the request is made at least two (2)-days (except in emergencies) prior to the requested day and is approved by the Principal and the Superintendent. Said personal leave may be granted for the following reasons:

- 8.0321 Personal business of the employee which cannot be performed at any other time
- 8.0322 Religious holidays not included in the school calendar
- 8.0323 College graduation in the immediate family
- 8.0324 Funeral of a close friend or a fellow employee.
- 8.0325 Extension of sick leave for funerals because of special circumstances, i.e. travel distance
- 8.0326 Travel conditions, (i.e., snow, accident, mechanical breakdown), if the employee is out of town or has an unusually long distance to travel to work.
- 8.0327 Emergency to property of employee or immediate family, i.e., flooding, storm, fire, etc.
- 8.0328 Attendance at an official meeting not covered by the professional leave policy
- 8.0329 Other reasons for personal leave may be approved at the discretion of the Superintendent depending on the merit and emergency of the situation
- 8.03210 Weddings of self, close friends, and relatives.
- 8.03211 Professional meetings, not related to contractual assignment
- 8.03212 Children going to college
- 8.03213 Changes in the school calendar after its official adoption by the Board, provided that the applicant can show anticipated unavoidable financial loss in excess of twenty-five (25) dollars if leave is not granted.

##### 8.033 Personal Leave Not to be Used for Recreation

Personal leave is not to be considered or used for recreation, entertainment, amusement, hunting, fishing, shopping, or as a paid day of vacation, except as granted under the provision of 8.03213 above.

##### 8.034 Number of Employees to Use Personal Leave

Normally, no more than three (3) employees assigned to a job category, or ten (10%) percent of the employees, whichever is greater, shall be on personal leave from any work site per day.

##### 8.035 Personal Leave Not Available

Personal leave, except in case of an emergency, shall not be granted on the first and last of school, the school day preceding or following a day when school is closed for a holiday

or Christmas, spring or summer breaks, and professional conference days. No more than four (4) days may be used in any one school year.

8.036 Personal Leave Not to Interfere with Non-Paid Leaves

This policy shall not infringe upon the right of an employee to request non-paid leave at the discretion of the Superintendent.

8.037 Process for Application of Personal Leave

Application for personal leave shall be submitted on the leave form and submitted to the building Principal or Supervisor, who will forward it to the Superintendent.

8.038 Unused Personal Leave Conversion

At June 30, if any employee has unused personal days, one day or less shall be carried forward to the following year and the balance of unused days converted to sick leave. In the event the employee has accumulated the maximum sick leave, the employee shall be granted the right to have sick leave accumulation greater than the existing amount in the contract at that time and be reimbursed in accordance to Section 8.012.

8.04 Assault Leave

8.041 Absence for Use of Assault Leave

Assault Leave is separate from the provision of Section 3319.141 of the Ohio Revised Code. The following is the intended Assault Policy.

8.042 Assault Defined and Number of Days

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, any non-teaching employee who must be absent from his or her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of this system, while on duty and engaged in school-related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days. Assault shall be defined as intentional physical touching. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

8.043 Submission of Proof of Injury

Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

8.044 Falsification of Injury

Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be subject to the disciplinary procedure.



8.045 Board Request for Exam

The Board may require an examination by and a certificate from a licensed physician chosen and paid by the Board that the employee was disabled from performance of any duties which the employee is qualified to perform and the nature and duration of such disability.

8.046 Assault Leave Not Deducted from Sick Leave

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to O.R.C. 3319.08, or any other leave to which the employee is entitled. Assault leave benefits shall not be paid if Workmen's Compensation benefits are paid to the employee.

8.047 Filing of Criminal Charges

The employee is encouraged to file appropriate action against the person committing the assault, including criminal charges or civil action, or both, in case of any assault or injuries.

8.05 Court Leave

8.051 Jury Duty

An employee who is summoned for jury duty during normal working hours will be granted a leave of absence with pay from normal duties to permit compliance, provided the requirements in 8.0521 and 8.0522 are met.

8.052 Witness Subpoena

An employee who is subpoenaed to serve as a witness, in a proceeding directly related to his/her job or as a witness in a criminal proceeding, will be granted a leave of absence from normal duties to permit compliance for the actual time required for the court appearance provided requirements in 8.0521 and 8.0522 are met.

8.0521 Notifies the supervisor or building principal within two (2) days after receipt of the jury summons or subpoena.

8.0522 Submits proof of attendance from the court showing date, time, and place of the proceedings.

8.06 Vacation Leave

Twelve (12) month employees shall have the right to use vacation any time during the school year within the following restrictions:

8.061 Vacation cannot be taken the week before school starts or the first week of school unless approved by the Superintendent.

8.062 Vacation days must be taken within one year of the end of the contract year in which the days are earned.

8.063 Requests for the use of vacation shall not be for periods of greater than ten (10) work days at any one time unless such longer vacation has been previously approved by the Superintendent.

8.064 At the end of the contract year, the maximum balance will be the number of days earned that year. Carry-over days not used within one year of the end of the contract will not be eligible to be carried forward a second time.

8.065 Vacation Schedule

Upon hire, eligible employees will begin accumulating vacation leave at a rate of ten (10) days per contract year. After each duration listed below, the accumulation rate will change to the corresponding days per contract year. Each adjustment will commence with the first pay of the new contract year after the employee has become eligible for the increase.

8.0651	After 1 full year of service	10 days
8.0652	After 3 full years of service	12 days
8.0653	After 8 full years of service	15 days
8.0654	After 11 full years of service	17 days
8.0655	After 15 full years of service	20 days
8.0656	Beyond twenty (20) full years of service one additional day for each full year of service not to exceed thirty (30) days total.	

8.066 Vacation Requests Deadline

Vacation requests must be turned into the supervisor for approval at least forty-eight (48) hours prior to the date requested. Emergency circumstances will be taken into consideration.

8.067 Unused Vacation Payment

If an employee does not use all of the vacation during one calendar year, the employee shall have a right to be reimbursed the number of unused vacation days at the daily wage rate of the employee. Said wages shall be paid in the first paycheck in August. Employees must notify the Treasurer, in writing, by July 10 each year as to which option he/she selects. Employees not notifying the Treasurer by July 10 will receive the payment.

UNPAID LEAVES

8.07 Unpaid Maternity/Child/Adoptive Care Leave

8.071 Qualifications for Leave

The Board may grant a leave of absence for unpaid maternity/child care/adoptive care, without pay, to any regularly employed staff member after one (1) full year of employment. Unpaid adoptive care is for the adoption of a child under the age of six (6).

8.0711 Request Process

An employee may request an unpaid leave of absence, without pay, for the purpose of maternity/child care/adoptive care. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence, when possible.

8.0712 Duration of Leave

8.07121 Leave Taken Before March 1

The duration of an unpaid maternity/child care/adoptive care leave of absence shall be for the remainder of the current school year if the

leave is requested before March 1 of the involved year. If the leave is after March 1, the bargaining unit member shall have the right for leave for the next school year.

8.07122 Vacancy Rights Due To Length of Leave

If the leave is for the balance of the school year, the bargaining unit member shall return to the position which he/she vacated. If the leave is for more than one school year, the bargaining unit member shall be replaced to his/her position he/she vacated or to a similar position for which the bargaining unit member is certified.

8.0713 Rights to Fringe Benefits

Bargaining unit members shall have the right to participate in all fringe benefit programs at the bargaining unit member's expense during the leave period, providing carriers permit such coverage to be continued.

8.0714 Rights of Continuing Contract Employees

The continuing contract status of any such employee shall not be adversely affected by unpaid maternity/child care/adoptive care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

8.08 Family Medical Leave Act

Employees who qualify, shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits. Employees are permitted twelve (12) weeks of FMLA in a twelve (12) month period. The twelve (12) month period begins on the first date of FMLA absences.

8.09 Changes in Leave Request

The type of leave taken can only be changed on the first day an employee returns to work.

ARTICLE NINE

FRINGE BENEFITS

9.01 Medical Insurance

9.011 Option to Choose Carrier

A "Point of Service" (open ended HMO) which allows the employee to choose "in panel" or indemnified (traditional/out of panel) coverage of medical expense at the time the expense is incurred.

9.012 Network Coverage

Employees can choose in-network or out of network coverage of medical expense at the time the expense is incurred.

9.0121 Co-Pay for In Network Coverage

9.01211 Core Plan Co-Pay for In Network Coverage

For services in network, deductibles are one thousand dollars (\$1,000) per person, two thousand dollars (\$2,000) per family. The annual out of pocket maximum is one thousand dollars (\$1,000) per person, two thousand dollars (\$2,000) per family.

9.0122 Out Of Network Coverage

9.01221 Core Plan Co-Pay for Out of Network Coverage

For services out of network, deductibles are two thousand dollars (\$2,000) per person, four thousand dollars (\$4,000) per family. The annual out of pocket maximum is two thousand dollars (\$2,000) per person, four thousand dollars (\$4,000) per family.

9.013 Board Contribution to Medical Premium

For eligible employees (Section 9.07), the Board share of the monthly payment of medical insurance premiums will be capped at the amounts listed below. The caps will change with the number of hours assigned to a job.

Premium Effective 10/01/2016	4.0 Hours to 4.99 Hours	5.0 Hours to 6.99 Hours	7.0 or more Hours
Single Plan	\$475.94	\$503.94	\$531.94
Employee + Children Plan	\$856.72	\$907.10	\$957.50
Employee + Spouse Plan	\$940.53	\$999.31	\$1,058.09
Family Plan	\$1,483.14	\$1,575.84	\$1,668.54

9.0131 Year Three Board Contribution Increase

Effective 10/01/2018 premium, the caps will increase the same percentage as the overall premium increase with a maximum cap increase of two and one half percent (2.5%).

9.0141 Board Contribution Adjustment after Ratification

After final premiums are set for 10/01/2016, the Board contributions will be adjusted so no employee contribution level share of medical insurance will be higher than the "PPO2" employee level share on May 1, 2016.

9.014 Employee Method of Payment of Medical Premium

The employee share will be paid by the employee through payroll deduction in twice monthly deductions.

9.015 Medical Insurance Payment in Lieu

Any member who is eligible for medical insurance and does not participate in the District's insurance plan, either through his/her own coverage or through an eligible spouse, will receive a monthly payment of two hundred fifty dollars (\$250) for each month of nonparticipation.

9.016 Excise Tax on Medical Plans

If annual medical insurance premiums come within \$1,000 of the annual thresholds that will impose an excise tax on the district for a high cost employer sponsored health plan, adjustments will be made to the benefits offered in the plan to reduce the annual premium by a minimum of \$2,000. This section applies to any state or federal laws that are currently in place and/or enacted during the term of this agreement.

9.017 Spousal Eligibility for Medical Insurance

Spouses of staff members who are eligible for insurance through their own employer, or another source, are not eligible to be covered under the district's medical insurance plan. All covered staff members, including those who are single or automatically exempt, must complete and return the Spousal Eligibility Rule Form annually during the open enrollment period. Staff members will be notified if the form is to be completed on paper or electronically.

9.0171 Spousal Eligibility Exemption

Staff members are automatically exempt from above (9.017) if their spouse: (1) is not employed, (2) is employed but does not have insurance available or does not qualify for insurance through their employer, or (3) works for the District in which case the staff members may enroll in two single plans or one single and one employee/kids plan.

9.018 High Deductible Health Plan (HDHP)

The district will offer a High Deductible Health Plan (HDHP). The plan design, district's share of premium, and the district's contribution to a Health Savings Account will be determined by the Board of Education. Spouses will be eligible for the HDHP. If a spouse has coverage through his/her employer, the Board contribution to the Health Savings Account level will be at the employee only level.

9.02 Dental Insurance

9.021 Amount of Dental Deductible

9.0211 Single Dental Deductible

A twenty-five dollar (\$25) maximum single deductible dental plan will be available to all eligible employees as follows:

9.0212 Family Dental Deductible

A fifty dollar (\$50) maximum family deductible dental plan will be available to all eligible employees as follows:

9.02121 Class I Dental - Preventative & Diagnostic (no deductible)

Routine oral exams (2 x per 12 mo.), teeth cleaning (2 x per 12 mo.), fluoride treatment (once yearly), emergency pain treatment, space maintainers, diagnostic x-rays, test and lab exams.

9.02122 Class II Dental - Basic Restorative (80% after deduction)

Fillings (amalgams, silicate, acrylic), root canal therapy, gum disease treatment, bridgework & denture repair, extractions, oral surgery and general anesthesia (if medically necessary).

9.02123 Class III Dental- Major Restorative (50% after deductible)

Inlays, onlays, gold fillings, crown restoration, fixed bridgework (initial installation), installment of removable dentures (partial or full), replacement of existing bridgework or dentures.

9.02124 Class IV Dental - Orthodontia (60%, \$1000 lifetime per person)

Full-banded orthodontic treatment, appliances for tooth guidance, appliances to control harmful habits and retention appliances (not in connection with full-banded treatment).

9.022 Board Contribution to Dental Premium

The Board share of the monthly payment of dental insurance premiums will be capped at the amounts listed below. The caps will change with the number of hours assigned to a job.

Premium Effective 10/01/2016	4.0 Hours to 4.99 Hours	5.0 Hours to 6.99 Hours	7.0 or more Hours
Single Plan	\$27.14	\$30.75	\$34.34
Family Plan	\$68.61	\$77.79	\$86.90

9.023 Employee Method of Payment of Dental Premium

The employee portion will be by payroll deduction; deducted two pays per month.

9.03 Term Life

The Board will provide all employees in full a thirty-five thousand dollar (\$35,000) term life insurance policy with double indemnity for accidental death. This policy includes waiver premium during total disability to age sixty (60) and conversion privileges.

9.04 Vision Insurance

9.041 Vision Coverage Defined

The Board will provide eligible employees a vision care benefit with exam and lenses every twelve (12) months, frames every twelve (12) months, full coverage for medically necessary contact lenses or a one hundred twenty dollars (\$120) cosmetic contact lens allowance.

9.042 Amount of Vision Deductible

There is a ten dollar (\$10) deductible on exams and a fifteen dollar (\$15) deductible on prescription glasses if subscribing doctors are used; payment according to schedule with the same deductibles if non-subscribing doctors are used.

9.043 Board Contribution to Vision Premium

The Board share of the monthly payment of vision insurance premiums will be capped at the amounts listed below. The caps will change with the number of hours assigned to a job.

Premium Effective 10/01/2016	4.0 Hours to 4.99 Hours	5.0 Hours to 6.99 Hours	7.0 or more Hours
Single Plan	\$9.21	\$10.03	\$11.22
Family Plan	\$23.34	\$27.69	\$30.94

9.044 Employee Method of Payment of Vision Premium

The employee portion will be by payroll deduction; deducted two pays per month.

9.05 Section 125 Plan

The Board shall select a carrier for a Section 125 plan available to members of the bargaining unit. There will be no maintenance charges to the Board. Bargaining unit members shall have the right to participate in all phases of the 125 plan (i.e. medical premium, medical out-of-pocket and dependent care.) All employees must annually sign the form to participate in the program or to decline participation.

9.06 Insurance Coverage Under Reduction of Hours

Members of the bargaining unit with fifteen (15) or more years of consecutive service at Northwestern, who lose insurance eligibility due to an involuntary reduction in hours, will continue to receive insurance at the rate paid by other bargaining unit members until the member is offered a position that is eligible for insurance. The member must accept the new position or forfeit eligibility.

9.07 Eligibility for Insurance

Association members working four (4) or more hours per day will be eligible for insurance benefits. Employees may combine regular daily jobs to calculate the hours used for determining insurance level eligibility. Mid-day routes and bus driver aide time will count for the insurance calculation. Extra time, overtime, additional routes, etc. will not be included in the hours needed for insurance. Employees not working on a daily basis will have daily hours prorated.

9.08 Hepatitis B Shots

The Board shall pay for the hepatitis B shots for all bargaining unit members who request the shot at a location specified by the Board. Insurance coverage should be sought, with the Board picking up the co-pay if required by the insurance carrier.

9.09 Change in Carrier

In the event the Board changes the carrier for any insurance program during the term of this contract, the coverage shall be substantially equal to or greater than the existing coverage. "Substantially equal" in this context shall mean when all of the variations of the new policy are reviewed by the parties, the amount of summative variation of the new policy from the old policy shall be of very little difference. It shall be the responsibility of the Superintendent to meet with the leadership of the Association at least sixty (60) days prior to the changing of the carrier.

9.10 Board Provided Medical Flex Spending Account

The Board will provide \$240 annually into a Medical Flex Spending Account to eligible employees who work four (4) hours or more per day and less than seven (7) hours per day.



ARTICLE TEN  
COMPENSATION

10.01 Salary Schedules and Salary Schedule Information

10.011 Placement on the Salary Schedule

10.0111 Employment Credit

New employees to the district will be placed on the salary schedule receiving credit for up to ten (10) years of combined job related experience in other public schools and/or private sector employment.

10.0112 Year of Credit Service Calculation

One hundred and twenty (120) days of employment or experience within a twelve-month period is required to receive one (1) years' experience on the salary schedule.

10.0113 Credit for Additional Training

Employees who have earned thirty (30) semester hours of accredited course credits beyond high school and/or an Associate Degree in classes that are related to the present assignment, shall have their hourly rate increased five percent (5%) after the completion of the work. Employees earning a Bachelor Degree in area related to the present assignment shall have their hourly rate increase ten percent (10%) after the completion of the degree. Course work must be filed with the Board Treasurer within thirty (30) calendar days of the first working day of the contract year to receive such payment for the contract year.

10.0114 Jobs in Separate Classifications

When an employee begins an additional job in another classification, the years of service for salary schedule placement in that additional classification will be based on experience in the new classification. Experience, including substitute time at Northwestern, will be based on sections 10.0111.

10.02 Work Week and Overtime Pay

10.021 Standard Work Week

The standard work week for all bargaining unit employees shall be Sunday through Saturday.

10.022 Determination of Overtime

For all purposes herein, overtime shall be paid for all hours worked by a bargaining unit employee over forty (40) hours in a given work week.

10.023 Rate of Overtime Pay

The overtime rate shall be at one and one half (1 ½) the employee's regular rate of pay. Employees with multiple rates of pay will be paid one and one half (1 ½) the employee's blended rate of pay. The blended rate is determined by adding together all earnings for the week and dividing this total by the number of hours worked for all jobs that are eligible for overtime.

10.0231 Work on Sunday

Any employee that is required to perform work on Sundays will receive compensation at two (2) times their regular hourly rate when assigned by their supervisor.

10.024 Holidays and Calamity Days Worked for Determining Overtime Pay

Hours employees are required to work on holidays and calamity days shall be included as hours worked for purposes of determining the overtime payment.

10.025 Other Work Used in Calculating Overtime Pay

All employees required by their supervisor or administrator to work hours other than regular hours for occasions such as open house and orientation, additional assignment or other similar reasons; shall be paid for hours worked including overtime if applicable.

10.026 Pay for Facility Rentals

Employees required to work due to rental of school facilities shall be paid by the district at their regular or overtime rate of pay as appropriate. (No employee shall be entitled to compensation from the organization renting school facilities.)

10.027 Rotation of Extra Duties

Employees will choose to work extra duties on a rotating basis that shall be determined solely by seniority within each building. In the event of work to be performed above and beyond the normal work day or normal work week, the most senior employee within each classification within each building shall first be offered the overtime work. In the event no one within the building wants the overtime pay, then district wide seniority will determine who gets first bid on the work within each classification. If no one bids on the job, the Administration shall have the right to employ substitutes.

10.028 Assignment of Extra Duties

Whenever an extra-curricular, community activity, or bus trip is scheduled during the calendar year and no bargaining unit member or substitute chooses to work the duty, a bargaining unit member shall be assigned to perform the services related to the activity. The rate of pay shall be at the present rate of the affected employee. Using a district seniority list, assignments begin with the member with the least seniority, and are then continued on a rotating basis up the list from least to most seniority. The assigned person has the responsibility of getting someone else to fill this assignment if he/she cannot fill it.

10.0281 One Assigned Extra Trip at Regular Rate (District Wide)

The first time each school year that an Extra Trip assignment is made, the District shall pay the assigned bus driver his/her regular rate of pay for hours worked on the assigned Extra Trip.

10.03 Work Year

The annual number of workdays for all employees holding positions in the Aide, Bus Driver, Cook, Head Cook, and Office Aide classifications will be one hundred seventy-eight days (178), unless the job requires an alternate schedule. Job postings for the above-referenced classifications shall list the annual number of workdays. Additional days required and pre-approved by the supervisor will be paid for the actual hours worked at the employee's hourly rate. Clarification will be given to supervisors as to what jobs are to be put on time sheets.

10.04 Compensation for Temporary Assignments

Employees who are temporarily assigned to work in a temporary classification, except a temporary head cook, for more than five (5) workdays for the benefit of the Board shall be entitled to their regular pay or commencing on the sixth (6<sup>th</sup>) consecutive day at their same step of the temporary classification, whichever is greater.

10.041 Temporary Assignment – Cook to Head Cook

Persons temporarily assigned to the position of head cook shall receive head cook's pay effective the first day of the temporary assignment.

10.041 Temporary Assignment – Office Aide to Secretary

Regular office aides temporarily assigned to the position of Secretary shall receive Secretary's pay effective the first day of the temporary assignment.

10.05 Holiday Pay

10.051 Holidays to be Contiguous with Work Schedule

All legal holidays shall be considered time off if contiguous with the employee's work schedule but, when required to work any holiday, the hourly rate shall be double time the regular rate of pay.

10.052 Legal Holidays

- 10.0521 New Year's Day
- 10.0522 Martin Luther King Day
- 10.0523 Memorial Day
- 10.0524 Independence Day
- 10.0525 Labor Day
- 10.0526 Thanksgiving Day
- 10.0527 Christmas Day

10.053 Scheduled Paid Days

Additional days off with regular pay shall be granted to employees with one hundred and ninety-nine (199) or more contracted workdays in a year if it is a day not worked by other classified employees.

- 10.0531 Presidents' Day
- 10.0532 Day after Thanksgiving
- 10.0533 Day before Christmas
- 10.0534 Day before New Year's Day

10.054 Rate of Pay for Holiday Work

When required to work any negotiated day off listed above, the hourly rate of pay shall be double the regular hourly rate of pay.

10.055 Observation of Holidays When Not on Work Day

If Christmas or New Year's Day fall on a Saturday, the holiday will be observed on a Friday, the additional paid day before the holiday will be on Thursday. If Christmas or

New Year's Day fall on Sunday, the holiday will be observed on Monday, the additional paid day before the holiday will be a Friday.

10.056 Observation of Good Friday

Employees in the secretary classification shall be granted Good Friday off with regular pay.

10.06 Calamity Days

10.061 Pay for Calamity Days

The official closing of schools by the Superintendent or designee on account of severe weather or other emergency conditions shall not result in loss of pay. No additional pay will be earned for Board mandated make-up days caused by severe weather or other emergency conditions.

10.062 Release of Duty After Reporting to Work

In the event of an emergency which would necessitate the closing of school(s) after the day has begun, affected employees may be dismissed with no loss of pay after completion of minimal duties (storage of food, return of students to homes, securing buildings, etc.) to the satisfaction of the immediate supervisor.

10.063 Method of Pay for Working on a Calamity Day

Any bargaining unit employee required to work on a calamity day, or any bargaining unit employee required by the immediate supervisor or superintendent to remain on the job after completion of minimal duties when school is closed after the day has begun, shall be paid at a rate of two (2) times their regular rate of pay for the hours required to work. Employees may have the option of premium pay or compensatory time off; compensatory time shall be taken at a time mutually agreeable to the employee and their supervisor.

10.064 Paid Leave on Calamity Days

An employee using sick, personal, or vacation leave will not be charged with such a day of leave if a calamity day occurs on the requested date of leave.

10.065 Calamity Day Exceptions

Provisions of the calamity day section do not apply to twelve month employees after the first five (5) calamity days in a school year.

10.07 Attendance Incentive Plan

Any member of the bargaining unit employed the entire quarter (grading period) who has not used any personal days or sick leave days during a quarter shall receive the following attendance incentive payment:

10.071 Incentive Payments

Employees working the following hours per day (HPD)	One quarter of no sick or personal leave (First Occurrence)	Two quarters of no sick or personal leave (Second Occurrence)	Three quarters of no sick or personal leave (Third Occurrence)	Four quarters of no sick or personal leave (Fourth Occurrence)
8 or more HPD	\$80	\$120	\$200	\$400
6.00 to 7.99 HPD	\$60	\$90	\$150	\$300
Less than 6.00 HPD	\$40	\$60	\$100	\$200

The maximum incentive an employee may earn is \$800 per school year.

10.072 Pay Schedule for Attendance Incentive

Payment will be made within four (4) weeks after the closing date of each quarter.

10.08 Salary Notices

Employees will receive annual salary notices showing the hourly rate multiplied by the number of days and daily hours as scheduled at the beginning of the year.

10.09 Direct Deposit

All employees will be required to use the direct deposit method of payment. Employees will receive a pay notification showing information of earnings, deductions and leave activity.

10.10 S.E.R.S. Payment

10.101 Board Deduction of SERS Contribution

Each employee of the bargaining unit shall have his/her salary reduced by an amount equal to the employee's contribution to the school employee's retirement system, and that amount paid by the Board to SERS on behalf of the employee.

10.102 Deduction Applied Equally

This salary reduction method of SERS payment shall apply uniformly to all non-certificated employees and no employee covered by SERS shall be exempt.

10.103 Deduction Applied to All Compensation

The payment defined herein shall apply to all compensation earned including regular contract earnings and additional assignment earnings.

10.104 Cancellation of Policy

Should the Internal Revenue Service or the School Employees Retirement System determine this reduction provision is not qualified under the IRS Code or is unlawful in any manner, this provision shall be null and void.

## 10.11 Severance Pay

### 10.111 Criteria for Qualifying

All non-certificated employees of the Northwestern Local School District who retire with SERS from active service with this district with ten (10) or more years of service in the Northwestern Local School District may at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio state retirement systems) apply to be paid a portion of accrued but unused sick leave credit with the following limitations:

### 10.112 Rate Based on Daily Rate

The amount to be paid for each sick day or fraction thereof shall be based on the hourly rate of pay regularly scheduled hours per day of such employee for the final annual regular salary of the employee within the district.

### 10.113 Pay Includes Transferred Leave

Accrued sick leave as used herein shall include sick leave which the employee has transferred into this district from other qualifying service in Ohio, but not to exceed the accrued limits in effect in this district at the time of retirement.

### 10.114 Percent of Accrued Sick Leave

Severance pay shall be paid for a percent of accrued but unused sick leave based on sick leave use over the previous three (3) years. The exceptions to dates used in the calculation are noted below.

10.1141 If sick leave is taken on ten (10) or fewer dates in the three (3) years preceding retirement, severance pay will be thirty percent (30%) of unused sick leave.

10.1142 If sick leave is taken more than ten (10) and less than thirty-six (36) dates in the three (3) years preceding retirement, severance pay will be twenty-five percent (25%) of unused sick leave.

10.1143 If sick leave is taken more than thirty-six (36) dates in the three (3) years preceding retirement, severance pay will be fifteen percent (15%) of unused sick leave.

10.1144 The dates used for a death in the immediate family or for non-elective surgery for the employee or member of the immediate family, with physician verification, will not be included in the dates counted above. Immediate family shall be defined as spouse, parents, parents-in-law, children, grandchildren, brother, sister, or any blood or marital relative living in the employee's household.

### 10.115 Proof of Retirement

The employee must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

#### 10.116 Receipt of Check Nullifies All Leave

Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

#### 10.118 Rights Upon Death of Qualified Employee

In the event of the death of an employee who has made application for retirement, the estate shall receive the deceased employee's payment.

### 10.12 Bus Driver Payments

#### 10.121 Definition of a Bus Route

A route will be defined as an AM and PM trip from a specific route sheet that is used to transport students for classes that are normally in session at least one hundred twenty (120) days during the school year and requires daily transportation. Transportation will not be considered a bus route if it is determined impractical by state standards and Board resolution.

#### 10.122 Regular Route Selection/Bidding

All routes will be bid based on seniority every two (2) years. Dates for the bidding process will be set by the Transportation Supervisor. Bidding will take place at least ten (10) days before the first student day but no earlier than July 15. Drivers will receive no additional pay for the bidding process.

#### 10.123 Calculation of Route Times from Storage

The Board retains the right to determine place of bus storage. A bus cannot be stored at a driver's home without his/her consent. All hours are calculated from time of leaving the place of storage until return to the place of storage, with the following exception. If the school is closer to the first or last stop on the route than the place of storage, times will begin and end at school instead of the place of storage. If the bus is stored at the driver's home, the driver will receive travel time to home after the morning routes and from home to school before the afternoon routes. In the event a bus driver lives outside of the school district and stores the bus at his/her residence, the driver shall start/end his/her time when he/she enters/leaves the school district or from the school, whichever is shorter.

#### 10.124 Semi-Annual Pay Calculation

Route times will be submitted to the Treasurer's Office for annual pay calculation by October 1. Adjustments to annual pay will be made on or before October 31. Route times will be reviewed again in January. If times have changed ten (10) minutes or more, the annual pay will be recalculated.

#### 10.125 Daily Times plus 25 Daily Minutes

Twenty-five (25) minutes per day will be added to each driver's daily time to account for all other variables such as pinning, student illness, bus check, sweeping, cleaning, and fueling. These twenty-five (25) daily minutes are not to be in the driver's recorded time, but will be placed on the daily log and added by the administration.

#### 10.126 Clarifying Reported Time

The Transportation Director will be responsible for establishing all routes and times. Drivers will receive the assigned routes and times before the first student day. Each driver will meet with the Transportation Director between September 15 and September 30 to agree on the route time. Previous year's times shall be used through October 1 or until agreement is reached, whichever is earlier. If the driver or the Transportation Director has questions about the scheduled route time, the transportation director and/or his/her designee may travel the questioned route in a bus with or without the driver reporting the time. If still in question, the Superintendent shall decide. Travel time from place of storage will be reviewed using the state guideline of two (2) minutes per mile plus an additional minute.

#### 10.127 Change in Daily Time

If during the year the route increases or decreases by ten (10) or more minutes per day, the driver is to report the change to Transportation Director. Payroll will be adjusted to reflect the number of days at the new daily time. Routes may be timed periodically throughout the year.

#### 10.128 Mid-Day Route Times

The Transportation Director will be responsible for establishing routes and times for all mid-day routes. Mid-day routes such as noon kindergarten, special education pre-school, and JVS half-day programs shall be recorded from the time leaving the place of storage until returning to the place of storage within requirements above. Such adjustment of time shall be done by the administration. Upon approval of the transportation supervisor, each noon kindergarten route driver shall be compensated for planning and scheduling of the multiple noon kindergarten routes. These hours will be added by the driver to the first time sheet of each school year.

#### 10.129 Extra Trips

##### 10.1291 Field Trip Selection

Field trips will be offered to regular drivers on a rotational basis using a seniority list of only the members of the bargaining unit in that classification with the guidelines and exceptions in the following sections. Drivers accepting a trip are expected to drive the trip.

##### 10.1292 Sports and Band Trip Selection

Drivers for sports teams and/or the band will be selected on the basis of seniority at the beginning of the season, or at the beginning of the year in the case of the band. The drivers who are assigned these duties shall be expected to drive all field trips for the particular team and/or for the band.

##### 10.1293 Field Trips Offered First to Regular Drivers

All regular drivers shall be offered the opportunity to drive such trip before it is offered to any substitute driver or other Board employee.

##### 10.1294 Field Trips Conflicting with Routes

In making a field trip assignment to a regular driver, only those regular drivers whose regular route assignment does not conflict with the field trip assignment shall be eligible, except in extreme emergencies and is authorized by the Superintendent.



10.1295 Compensation for Extra Trips:

- 10.12951 The trip will be paid at \$12.50 per hour.
- 10.12952 Trip times will begin at the time assigned by the Transportation Supervisor and will end when the driver returns the bus to storage.
- 10.12953 If the Transportation Director determines and notifies the driver that a pre-trip bus inspection is required before the start of the trip, the driver will be compensated up to an additional twelve (12) minutes to complete the pre-trip inspection.

10.1296 Payment Due to Cancellation

For all field trips not canceled within one (1) hour of the scheduled pick-up time, the assigned driver shall be paid a \$25.00 cancellation fee.

10.1210 Substitute for Town Routes When Northwestern is Not in Session

When Northwestern Schools are not scheduled to be in session and schools served by the "Town Routes" are in session and the routes must be run, the assigned drivers may opt to take the day without pay upon approval of a request to the transportation director. Such request must be made at least five (5) working days in advance and is subject to the transportation director securing a satisfactory substitute driver for the route.

10.1211 Pay for Drug Testing

Each driver who is required to take a drug test shall be reimbursed his/her hourly wage rate and mileage for the time he/she is involved in taking a drug test which is directed by the administration.

10.13 Custodian/Maintenance Payments

10.131 Custodian Salary Shift Differential

Custodians working the evening and night shift shall receive thirty-five (35) cents per hour for working said shifts. The time for the onset of the salary differential shall be 2:00 p.m.

10.132 Time Off Christmas or Spring Break

Any employee scheduled to work Christmas break or Spring break may take the break off without pay upon approval of a written request to their immediate supervisor.

10.1321 Process for Making Request for Time Off

Such request shall be made at least five (5) working days prior to the scheduled break and will be granted by the supervisor as long as an effective work force is maintained.

10.14 Cafeteria Payments

10.141 Substitute Privileges

Short-hour employees shall have the opportunity to substitute in the position of any absent longer-hour employee of that kitchen. Example: Sub called in for replacement of a short-hour position when a short-hour employee is required to fill in a full-time position.

10.142 Head Cooks Additional Time

For the purposes of completing reports and ordering food supplies, Head Cooks shall be granted an extra fifteen (15) minutes per day at their appropriate rate of compensation to fulfill such responsibilities.

10.15 Secretary Payments

10.151 Secretary Breaks

The Secretary shall have one fifteen (15) minute uninterrupted break in the morning and one fifteen (15) minute uninterrupted break after lunch for each day of employment.

10.16 Aides

10.161 Time for Aides on School Buses

Hours for aides working on school buses will match the actual driving times of the driver or when the aide boards/departs the bus. The lesser amount of time will be considered working time. The aide's time cannot be greater than the actual driving time. The driver will not lengthen his/her route to pick up or drop off the aide.

10.17 Stipend for On-Line Training

Employees completing all assigned on-line training for the school year will receive a \$25 stipend payable in a June payroll. No other time for on-line training will be submitted on timesheets.

10.18 Salary Increases

The base Step 0 hourly rate in all classification shall increase two percent (2.0%) in Fiscal Year 2017, an additional two percent (2.0%) in Fiscal year 2018, and an additional two percent (2.0%) to the base Step 0 hourly rate in all classifications in Fiscal Year 2019.

10.19 Annual Stipend

All NASE employees who work and are paid for their entire 2016-17 annual contract will receive an annual stipend of \$1,500 payable in June, 2017. All employees who work and are paid for their entire 2017-18 annual contract will receive an annual stipend of \$1,000 payable in June, 2018. Employees who do not fulfill an entire annual contract due to district approved FMLA will remain eligible for the aforementioned annual stipends.

10.20 Contract Ratification Bonus

If this negotiated agreement is ratified by the NASE membership by June 4, 2016, all NASE employees who are actively employed on May 25, 2016 will receive a contract ratification bonus of \$1,500. The bonus will be paid in June, 2016. There will be no additional benefits added to this agreement to match possible changes in the NTA agreement.

## ARTICLE ELEVEN

### DURATION AND TERMS OF AGREEMENT

#### 11.01 Duration

##### 11.011 Effective Dates

The Northwestern Association of School Employees (NASE) and the Northwestern Board of Education mutually agree to the Negotiated Agreement between the parties in effect from July 1, 2016 – June 30, 2019.

##### 11.012 Waiver of Both Parties

The parties agree that during this round of negotiations, each party had all opportunities to submit items for negotiations on items of concern of the party. To that extent this contract replaces all previous documents and all School Board/Administrative policies, rules or regulations which are considered to be either mandatory or permissive items of bargaining. All such referenced items shall become null and void upon the ratification of this Contract.

##### 11.013 Contrary to Law

The terms of the agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the agreement shall remain in full force and effect. Any provisions found contrary to law shall be changed to conform with the law through the negotiation process.


##### 11.014 Conclusion of Negotiations

Acceptance of this agreement precludes further negotiations on any issues until the time specifically specified for resumption of formal negotiations as provided herein except when mutually agreed upon by both parties. This agreement does not preclude discussion or consultation decision-making regarding concerns expressed by personnel of the participating parties to this agreement.

## Approval of the Master Agreement

NASE – Ratified by a vote of the NASE membership on June 1, 2016

Printed Names & Signatures of Negotiating Team Members:

Cathy Bentley 

Melissa Elfers 

Peggy Loeffler 

Rick Massie 

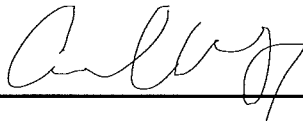
Patrick Piteo 

Rebekah Hitt-Piteo 

Board of Education – Ratified by the Northwestern Board of Education on June 2, 2016.

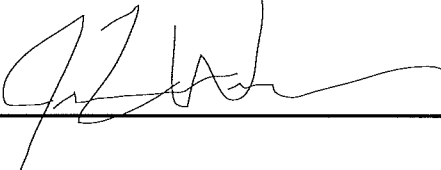
Printed Names & Signatures of Negotiating Team Members:

David Bollheimer 

Andrew Gundolf 

Pamela Marton 

Jesse Steiner 

Joshua Wasson 

Salary Schedule 2016-17

<b>Step</b>	<b>Index</b>	<b>Cook</b>	<b>Aide</b>	<b>Custodian</b>	<b>Asst Mechanic Maint</b>	<b>Secretary</b>	<b>Head Cook</b>	<b>Main- tenance</b>	<b>Bus Driver</b>	<b>Office Aide</b>	<b>Step</b>
<b>0</b>	1.0000	\$12.24	\$12.57	\$13.41	\$13.50	\$14.19	\$13.63	\$14.43	\$15.09	\$13.09	<b>0</b>
<b>1</b>	1.0315	\$12.63	\$12.97	\$13.83	\$13.93	\$14.64	\$14.06	\$14.88	\$15.57	\$13.50	<b>1</b>
<b>2</b>	1.0630	\$13.01	\$13.36	\$14.25	\$14.35	\$15.08	\$14.49	\$15.34	\$16.04	\$13.91	<b>2</b>
<b>3</b>	1.0945	\$13.40	\$13.76	\$14.68	\$14.78	\$15.53	\$14.92	\$15.79	\$16.52	\$14.33	<b>3</b>
<b>4</b>	1.1260	\$13.78	\$14.15	\$15.10	\$15.20	\$15.98	\$15.35	\$16.25	\$16.99	\$14.74	<b>4</b>
<b>5</b>	1.1575	\$14.17	\$14.55	\$15.52	\$15.63	\$16.42	\$15.78	\$16.70	\$17.47	\$15.15	<b>5</b>
<b>6</b>	1.1890	\$14.55	\$14.95	\$15.94	\$16.05	\$16.87	\$16.21	\$17.16	\$17.94	\$15.56	<b>6</b>
<b>7</b>	1.2205	\$14.94	\$15.34	\$16.37	\$16.48	\$17.32	\$16.64	\$17.61	\$18.42	\$15.98	<b>7</b>
<b>8</b>	1.2520	\$15.32	\$15.74	\$16.79	\$16.90	\$17.77	\$17.06	\$18.07	\$18.89	\$16.39	<b>8</b>
<b>9</b>	1.2835	\$15.71	\$16.13	\$17.21	\$17.33	\$18.21	\$17.49	\$18.52	\$19.37	\$16.80	<b>9</b>
<b>10</b>	1.3150	\$16.10	\$16.53	\$17.63	\$17.75	\$18.66	\$17.92	\$18.98	\$19.84	\$17.21	<b>10</b>
<b>11</b>	1.3465	\$16.48	\$16.93	\$18.06	\$18.18	\$19.11	\$18.35	\$19.43	\$20.32	\$17.63	<b>11</b>
<b>12</b>	1.3780	\$16.87	\$17.32	\$18.48	\$18.60	\$19.55	\$18.78	\$19.88	\$20.79	\$18.04	<b>12</b>
<b>13</b>	1.4095	\$17.25	\$17.72	\$18.90	\$19.03	\$20.00	\$19.21	\$20.34	\$21.27	\$18.45	<b>13</b>
<b>14</b>	1.4410	\$17.64	\$18.11	\$19.32	\$19.45	\$20.45	\$19.64	\$20.79	\$21.74	\$18.86	<b>14</b>
<b>15</b>	1.4725	\$18.02	\$18.51	\$19.75	\$19.88	\$20.89	\$20.07	\$21.25	\$22.22	\$19.28	<b>15</b>
<b>20</b>	1.5040	\$18.41	\$18.91	\$20.17	\$20.30	\$21.34	\$20.50	\$21.70	\$22.70	\$19.69	<b>20</b>
<b>27</b>	1.5355	\$18.79	\$19.30	\$20.59	\$20.73	\$21.79	\$20.93	\$22.16	\$23.17	\$20.10	<b>27</b>

Salary Schedule 2017-18

<b>Step</b>	<b>Index</b>	<b>Cook</b>	<b>Aide</b>	<b>Custodian</b>	<b>Asst Mechanic Maint</b>	<b>Secretary</b>	<b>Head Cook</b>	<b>Main- tenance</b>	<b>Bus Driver</b>	<b>Office Aide</b>	<b>Step</b>
<b>0</b>	1.0000	\$12.48	\$12.82	\$13.68	\$13.77	\$14.47	\$13.90	\$14.72	\$15.39	\$13.35	<b>0</b>
<b>1</b>	1.0315	\$12.87	\$13.22	\$14.11	\$14.20	\$14.93	\$14.34	\$15.18	\$15.87	\$13.77	<b>1</b>
<b>2</b>	1.0630	\$13.27	\$13.63	\$14.54	\$14.64	\$15.38	\$14.78	\$15.65	\$16.36	\$14.19	<b>2</b>
<b>3</b>	1.0945	\$13.66	\$14.03	\$14.97	\$15.07	\$15.84	\$15.21	\$16.11	\$16.84	\$14.61	<b>3</b>
<b>4</b>	1.1260	\$14.05	\$14.44	\$15.40	\$15.51	\$16.29	\$15.65	\$16.57	\$17.33	\$15.03	<b>4</b>
<b>5</b>	1.1575	\$14.45	\$14.84	\$15.83	\$15.94	\$16.75	\$16.09	\$17.04	\$17.81	\$15.45	<b>5</b>
<b>6</b>	1.1890	\$14.84	\$15.24	\$16.27	\$16.37	\$17.20	\$16.53	\$17.50	\$18.30	\$15.87	<b>6</b>
<b>7</b>	1.2205	\$15.23	\$15.65	\$16.70	\$16.81	\$17.66	\$16.96	\$17.97	\$18.78	\$16.29	<b>7</b>
<b>8</b>	1.2520	\$15.62	\$16.05	\$17.13	\$17.24	\$18.12	\$17.40	\$18.43	\$19.27	\$16.71	<b>8</b>
<b>9</b>	1.2835	\$16.02	\$16.45	\$17.56	\$17.67	\$18.57	\$17.84	\$18.89	\$19.75	\$17.13	<b>9</b>
<b>10</b>	1.3150	\$16.41	\$16.86	\$17.99	\$18.11	\$19.03	\$18.28	\$19.36	\$20.24	\$17.56	<b>10</b>
<b>11</b>	1.3465	\$16.80	\$17.26	\$18.42	\$18.54	\$19.48	\$18.72	\$19.82	\$20.72	\$17.98	<b>11</b>
<b>12</b>	1.3780	\$17.20	\$17.67	\$18.85	\$18.98	\$19.94	\$19.15	\$20.28	\$21.21	\$18.40	<b>12</b>
<b>13</b>	1.4095	\$17.59	\$18.07	\$19.28	\$19.41	\$20.40	\$19.59	\$20.75	\$21.69	\$18.82	<b>13</b>
<b>14</b>	1.4410	\$17.98	\$18.47	\$19.71	\$19.84	\$20.85	\$20.03	\$21.21	\$22.18	\$19.24	<b>14</b>
<b>15</b>	1.4725	\$18.38	\$18.88	\$20.14	\$20.28	\$21.31	\$20.47	\$21.68	\$22.66	\$19.66	<b>15</b>
<b>20</b>	1.5040	\$18.77	\$19.28	\$20.57	\$20.71	\$21.76	\$20.91	\$22.14	\$23.15	\$20.08	<b>20</b>
<b>27</b>	1.5355	\$19.16	\$19.69	\$21.01	\$21.14	\$22.22	\$21.34	\$22.60	\$23.63	\$20.50	<b>27</b>

Salary Schedule 2018-19

<b>Step</b>	<b>Index</b>	<b>Cook</b>	<b>Aide</b>	<b>Custodian</b>	<b>Asst Mechanic Maint</b>	<b>Secretary</b>	<b>Head Cook</b>	<b>Main- tenance</b>	<b>Bus Driver</b>	<b>Office Aide</b>	<b>Step</b>
<b>0</b>	1.0000	\$12.73	\$13.08	\$13.95	\$14.05	\$14.76	\$14.18	\$15.01	\$15.70	\$13.62	<b>0</b>
<b>1</b>	1.0315	\$13.13	\$13.49	\$14.39	\$14.49	\$15.22	\$14.63	\$15.48	\$16.19	\$14.05	<b>1</b>
<b>2</b>	1.0630	\$13.53	\$13.90	\$14.83	\$14.94	\$15.69	\$15.07	\$15.96	\$16.69	\$14.48	<b>2</b>
<b>3</b>	1.0945	\$13.93	\$14.32	\$15.27	\$15.38	\$16.15	\$15.52	\$16.43	\$17.18	\$14.91	<b>3</b>
<b>4</b>	1.1260	\$14.33	\$14.73	\$15.71	\$15.82	\$16.62	\$15.97	\$16.90	\$17.68	\$15.34	<b>4</b>
<b>5</b>	1.1575	\$14.73	\$15.14	\$16.15	\$16.26	\$17.08	\$16.41	\$17.37	\$18.17	\$15.77	<b>5</b>
<b>6</b>	1.1890	\$15.14	\$15.55	\$16.59	\$16.71	\$17.55	\$16.86	\$17.85	\$18.67	\$16.19	<b>6</b>
<b>7</b>	1.2205	\$15.54	\$15.96	\$17.03	\$17.15	\$18.01	\$17.31	\$18.32	\$19.16	\$16.62	<b>7</b>
<b>8</b>	1.2520	\$15.94	\$16.38	\$17.47	\$17.59	\$18.48	\$17.75	\$18.79	\$19.66	\$17.05	<b>8</b>
<b>9</b>	1.2835	\$16.34	\$16.79	\$17.90	\$18.03	\$18.94	\$18.20	\$19.27	\$20.15	\$17.48	<b>9</b>
<b>10</b>	1.3150	\$16.74	\$17.20	\$18.34	\$18.48	\$19.41	\$18.65	\$19.74	\$20.65	\$17.91	<b>10</b>
<b>11</b>	1.3465	\$17.14	\$17.61	\$18.78	\$18.92	\$19.87	\$19.09	\$20.21	\$21.14	\$18.34	<b>11</b>
<b>12</b>	1.3780	\$17.54	\$18.02	\$19.22	\$19.36	\$20.34	\$19.54	\$20.68	\$21.63	\$18.77	<b>12</b>
<b>13</b>	1.4095	\$17.94	\$18.44	\$19.66	\$19.80	\$20.80	\$19.99	\$21.16	\$22.13	\$19.20	<b>13</b>
<b>14</b>	1.4410	\$18.34	\$18.85	\$20.10	\$20.25	\$21.27	\$20.43	\$21.63	\$22.62	\$19.63	<b>14</b>
<b>15</b>	1.4725	\$18.74	\$19.26	\$20.54	\$20.69	\$21.73	\$20.88	\$22.10	\$23.12	\$20.06	<b>15</b>
<b>20</b>	1.5040	\$19.15	\$19.67	\$20.98	\$21.13	\$22.20	\$21.33	\$22.58	\$23.61	\$20.48	<b>20</b>
<b>27</b>	1.5355	\$19.55	\$20.08	\$21.42	\$21.57	\$22.66	\$21.77	\$23.05	\$24.11	\$20.91	<b>27</b>

NASE BID PROCEDURE  
for  
Northwestern Schools

TYPE: \_\_\_\_\_  
(Regular or New Position Bid)

BUILDING: \_\_\_\_\_

DAILY HOURS: \_\_\_\_\_

WEEKLY HOURS: \_\_\_\_\_

TITLE OF POSITION  
OR CLASSIFICATION: \_\_\_\_\_

HOURLY SALARY RANGE: \_\_\_\_\_

DESCRIPTIVE DUTIES: (At the time of bidding)

BID APPLICATION MUST BE SUBMITTED TO: \_\_\_\_\_

TO THE BOARD OFFICE AT: \_\_\_\_\_  
(Address)

DURING THE PERIOD BELOW:

Filing Bid Applications:

Beginning (Date & Time): \_\_\_\_\_

Deadline (Date & Time): \_\_\_\_\_

BIDDER'S CLASSIFICATION: \_\_\_\_\_

BIDDER'S SENIORITY: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_  
(SIGNATURE)



**GRIEVANCE FORM STEP 1**

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Association, Superintendent and Immediate Supervisor by the aggrieved who will retain one (1) copy.)

AGGRIEVED \_\_\_\_\_

DATE OF FORMAL PRESENTATION \_\_\_\_\_

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

HEARING REQUESTED:     \_\_\_\_\_ YES           \_\_\_\_\_ NO

\_\_\_\_\_  
Signature of Aggrieved

Received by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Time / Date

**GRIEVANCE FORM STEP 1 RESPONSE**

DECISION OF IMMEDIATE SUPERVISOR

(To be completed by the Immediate Supervisor, who shall retain one (1) copy and deliver one (1) copy to the aggrieved, the Association and the Superintendent within five (5) days of Formal Grievance Presentation Hearing.)

AGGRIEVED \_\_\_\_\_ DATE OF FORMAL  
GRIEVANCE  
PRESENTATION \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE HEARING \_\_\_\_\_

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

DATE OF DECISION \_\_\_\_\_  
SIGNATURE OF IMMEDIATE SUPERVISOR \_\_\_\_\_

Aggrieved's Response (to be completed by aggrieved and one (1) copy returned to Immediate Supervisor, Association and Superintendent within five (5) days of the decision date.)

\_\_\_\_\_ I accept the above decision of the Immediate Supervisor  
\_\_\_\_\_ I hereby appeal to the Superintendent on attached Step 2 Form

DATE OF RESPONSE \_\_\_\_\_  
SIGNATURE OF AGGRIEVED \_\_\_\_\_

Received by: \_\_\_\_\_  
Signature Time / Date

**GRIEVANCE FORM STEP 2**

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent and the Association, within five (5) days of receipt of Form B.)

AGGRIEVED \_\_\_\_\_ DATE APPEAL  
DELIVERED TO  
SUPERINTENDENT \_\_\_\_\_

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATED TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

HEARING REQUESTED: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED

\_\_\_\_\_  
DATE

Received by: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Time / Date

**GRIEVANCE STEP 2 - RESPONSE**

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one (1) copy and deliver one (1) copy to the aggrieved within five (5) days after the meeting, and one (1) copy to the Association and the Immediate Supervisor.)

AGGRIEVED \_\_\_\_\_ DATE HEARING HELD BY SUPERINTENDENT \_\_\_\_\_

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION \_\_\_\_\_ SIGNATURE OF SUPERINTENDENT \_\_\_\_\_

Aggrieved's Response (to be completed by aggrieved and one (1) copy returned to the Superintendent, Immediate Supervisor and the Association within five (5) days of the decision date.)

\_\_\_\_\_ I accept the above decision of the Superintendent  
\_\_\_\_\_ I hereby appeal to the Association on attached Step 3 Form

DATE OF RESPONSE \_\_\_\_\_ SIGNATURE OF AGGRIEVED \_\_\_\_\_

Received by: \_\_\_\_\_  
Signature Time / Date

**GRIEVANCE FORM STEP 3**

ASSOCIATION RESPONSE TO DECISION OF SUPERINTENDENT

(To be completed by the Association within ten (10) days of receipt of Step 2 response with a single copy delivered within that period to each of the following persons: The Board President, the Aggrieved, the Treasurer, the Superintendent, the Immediate Supervisor. An additional copy should be retained for reference.)

AGGRIEVED PERSON \_\_\_\_\_ DATE RESPONSE  
DELIVERED TO BOARD \_\_\_\_\_

OPINIONS OF ASSOCIATION AND REASONS THEREFORE

\_\_\_\_\_ The decision of the Superintendent is accepted  
\_\_\_\_\_ The attached grievance is hereby referred to mediation.

DATE OF RESPONSE \_\_\_\_\_  
SIGNATURE OF PRESIDENT OF ASSOCIATION \_\_\_\_\_

Received by: \_\_\_\_\_  
Signature Time / Date

**GRIEVANCE FORM STEP 4**

ASSOCIATION RESPONSE TO DECISION OF MEDIATION

(To be completed by the Association within ten (10) days of the mediation meeting with a single copy delivered within that period to each of the following persons: The Board President, the Aggrieved, the Treasurer, the Superintendent, the Immediate Supervisor. An additional copy should be retained for reference.)

AGGRIEVED PERSON \_\_\_\_\_ DATE RESPONSE  
DELIVERED TO BOARD \_\_\_\_\_

OPINIONS OF ASSOCIATION AND REASONS THEREFORE

\_\_\_\_\_ The decision of the Mediator is accepted  
\_\_\_\_\_ The attached grievance is hereby referred to arbitration.

DATE OF RESPONSE \_\_\_\_\_  
SIGNATURE OF PRESIDENT OF ASSOCIATION \_\_\_\_\_

Received by: \_\_\_\_\_  
Signature Time / Date

## Sick Leave Bank Participation

Name \_\_\_\_\_

In order to participate in the Northwestern Schools/NASE Sick Leave Bank (SLB), I understand that two (2) days of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days. I also understand that I am eligible to benefit from the SLB if and when there is a need. If days are withdrawn from the sick leave bank I will be required to return the borrowed days from the bank after accumulating the required days.

In consideration of the benefits of participating the SLB, each applicant for membership in the SLB each applicant for membership in the SLB and for benefits from the SLB shall, as a condition so such application, agree in writing as follows:

"I specifically acknowledge and agree that participation in the SLB will follow the NASE Master Agreement. All decisions of the Sick Leave Bank Committee (SLBC) will be final and are binding and not subject to grievance. I further agree to abide by such decisions and indemnify and hold harmless the Northwestern Local School District, the Northwestern Association of School Employees, the Sick Leave Bank Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by them concerning this application, any applications for withdrawal, and repayment of days borrowed from the SLB."

When an employee donates days to the SLB, he/she agrees to the above stated rules for administration of the SLB and agrees to abide by the stated rules.

This form must be returned to the Treasurer prior to October 31.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I do not wish to participate in the Sick Leave Bank and fully understand that I will not be eligible for any benefits derived from this bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Office Use

\_\_\_\_\_  
Initials

Two sick days deducted from balance. \_\_\_\_\_  
Date

**EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL**

Name \_\_\_\_\_

Current Sick Leave Balance \_\_\_\_\_

Sick Days Used this School Year \_\_\_\_\_

Sick Days used for Current Illness \_\_\_\_\_

Total Days Previously Withdrawn from SLB \_\_\_\_\_

Employee' reason for request (be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimate of additional days needed \_\_\_\_\_

Name of attending physician \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Please submit request to the Superintendent

**Sick Leave Bank Committee Use**

\_\_\_\_\_ Request approved for \_\_\_\_\_ days to be withdrawn from bank

\_\_\_\_\_ Balance of days owed to bank

\_\_\_\_\_ Request denied

\_\_\_\_\_  
Signature of SLBC Chairman

\_\_\_\_\_  
Date

**Treasurer's Office Use**

Date days added to Sick Leave Balance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials



**A**

Administrative Guidelines .....5  
Aides.....48  
    Bus Aides Time .....48  
Arbitration  
    Grievance.....12  
Article 1 .....1  
Article 10.....39  
Article 11 .....50  
Article 2 .....3  
Article 3 .....7  
Article 4 .....8  
Article 5 .....11  
Article 6 .....16  
Article 7 .....20  
Article 8 .....26  
Article 9.....34  
Assault Leave.....30  
Assigning Extra Duty .....40  
Association Leave .....9  
Association Rights .....8  
    Association Leave.....9  
    Board Materials .....8  
    Board Meeting Participation ..8  
    Bulletin Boards .....9  
    Computer System .....9  
    Exclusive Representation .....8  
    Information Availability.....9  
    Mailboxes .....8  
    Meeting Announcement .....9  
    Meeting Release .....10  
    Names of New Employees ....8  
    New Employee Oreintation....8  
    Payroll Deductions .....9  
    President Rights .....8  
    Use of Facilities .....8  
    Use of School Equipment .....9  
Attendance Incentive Plan.....42

**B**

Back Pay  
    Disciplinary Action .....15  
Bargaining Unit.....1  
    Adding Classifications.....2  
    Classifications .....1  
    Exclusions.....1  
Board Materials .....8  
Board Policies.....5  
Board Rights .....7  
Bulletin Boards .....9  
Bus  
    Additional 25 Minutes.....45  
    Aides Time.....48  
    Annual Pay Calculation .....45  
    Calculation of Route Times .45  
    Canceled Trips.....47  
    Change in Time .....46

Clarifying Reported Time.....46  
Drug Testing.....47  
Establishing Routes .....46  
Extra Trips.....46  
Mid-Day Route Times .....46  
Midday Routes Seniority .....22  
Route Definition .....45  
Route Selection/Bidding.....45  
Sub Town Routes.....47  
Trip Compensation .....47

**C**

Cafeteria  
    Head Cook Time .....48  
    Substitute Privileges .....48  
Calamity Days .....42  
    Exceptions .....42  
    Make up Days .....42  
    Paid Leave.....42  
    Pay for Calamity Days .....42  
    Release from Duty .....42  
    Work on Calamity Days .....42  
Change in Insurance Carrier ...38  
Change in Leave Request .....33  
Classifications.....1  
Compensation .....39  
Computer System .....9  
Conclusion of Negotiations.....50  
Contract Effective Dates .....50  
Contrary to Law.....50  
Court Leave.....31  
    Jury Duty .....31  
    Witness Subpoena.....31  
Custodian/Maintenance  
    Christmas Break.....47  
    Shift Differential .....47  
    Spring Break.....47

**D**

Day Definition  
    Grievance.....13  
Days Work Days in a Year .....40  
Dental Insurance.....36  
    Board Contribution .....36  
    Deductible .....36  
Direct Deposit .....43  
Disciplinary Action .....14  
    Back Pay .....15  
Disciplinary Procedures .....11  
Distribution of Agreement .....5  
Duration/Terms.....50

**E**

Effective Dates of Contact .....50  
Eligibility for Insurance.....38  
Employment Practices.....16

Extra Duties  
    Assignment .....40  
    Building Rentals.....40  
    Rotation .....40

**F**

Facilities Use.....8  
Fair Share Fee.....9  
Family Medical Leave Act .....33  
Forms  
    Grievance Step 1 Response57  
    Grievance Step 1 Supervisor .....56  
    Grievance Step 2 Response59  
    Grievance Step 2 Superintendent.....58  
    Grievance Step 3 Mediation 60  
    Grievance Step 4 Arbitration .....61  
    Job Bid .....55  
    Posting .....55  
    Sick Bank Participation .....62  
    Sick Bank Withdrawal .....63  
Fringe Benefits .....34  
    Change in Carrier.....38  
    Dental Insurance ... See Dental Insurance  
    Eligibility.....38  
    Flex Spending Account .....38  
    Life Insurance.....37  
    Medical Insurance..... See Medical Insurance  
    Reduction of Hours .....37  
    Vision Insurance..... See Vision Insurance

**G**

Grievance Procedures  
    Class Action Grievance .....11  
Grievance Procedures .....11  
    Confidentiality.....14  
    Day Definition .....13  
    Defined .....11  
    Forms ..... See Forms  
    Miscellaneous Provisions ....13  
    Parties to Grievance .....11  
    Purpose .....11  
    Records .....13  
    Redress to Other Agencies.13  
    Release Time for Hearing ...14  
    Representation Rights.....13  
    Right of Counsel .....13  
    Step 1 (Supervisor).....11  
    Step 2 (Superintendent).....12  
    Step 3 (Mediation).....12  
    Step 4 (Arbitration).....12  
    Time Extension .....13  
    Withdrawal .....13

**H**

Hepatitis B Shots .....38  
Holidays .....41  
    Additional Scheduled Days..41  
    Contiguous with Work  
        Schedule.....41  
    Good Friday.....42  
    Holiday Pay .....41  
    Rate of Pay.....41  
    Weekends.....42

**I**

Impasse .....4  
    Posting Last Offers .....5  
In-Service Training .....18  
Involuntary Transfer .....20

**J**

Job Descriptions Changes .....24  
Jobs in Multiple Classifications 39  
Jury Duty.....31

**L**

Labor Management Meetings ..18  
Lay Off... See Reduction in Force  
Leave .....26  
    Assault.....30  
    Court  
        Jury Duty .....31  
        Witness Subpoena .....31  
    Personal . See Personal Leave  
    Sick..... See Sick Leave  
    Unpaid  
        FMLA.....33  
        Maternity/Child  
            Care/Adoptive Care.....32  
    Vacation ..... See Vacation  
Leave Balances .....27  
Leave Day Definition.....26  
Leave Day Hours.....26  
Leave Request Changes .....33  
Life Insurance.....37  
Lunch Period.....18

**M**

Mailboxes .....8  
Mandated Meetings.....19  
Mediation  
    Grievance.....12  
    Negotiations .....4  
Medical Insurance .....34  
    Board Contribution.....34  
    Excise Tax .....35  
    In Network.....34

Out of Network.....34  
Payment in Lieu .....35  
Spousal Eligibility/Exclusion 35  
Mileage.....18  
Multiple Classifications .....39

**N**

Names of New Employees .....8  
Negotiations .....1  
    Agreement .....1  
    Bargaining Unit .....1  
    Caucus.....3  
    Consistency With Law.....6  
    Consultants.....3  
    Contract Supersedes .....5  
    Distribution of Agreement.....5  
    Exchange of Information .....3  
    Final Agreement.....5  
    Impasse .....4  
    Mediation.....4  
    Meetings.....3  
    Past Practice .....5  
    Posting Last Offers .....5  
    Procedures .....3  
    Progress Reports .....4  
    Re-Opener Request .....6  
    Right to Strike .....6  
    Submission of Issues .....3  
    Teams .....3  
New Employee Orientation.....8

**O**

On-Line Training Stipend .....48  
Open Enrollment  
    Children .....18  
Overtime .....39  
    Calamity Days .....40  
    Determination.....39  
    Holidays.....40  
    Rate.....39

**P**

Past Practice.....5  
Payment in Lieu .....35  
Personal Leave .....29  
    Application Process .....30  
    Conversion.....30  
    Dates Not Available .....29  
    Number of Days.....29  
    Number of Employees Out...29  
    Reasons .....29  
Personnel File.....16  
    Access .....16  
    Additions.....16  
    Anonymous Letters.....17  
    Copying .....18

Individual Access..... 16  
Items Included..... 17  
Items Not Available..... 16  
Public Access ..... 16  
Public Review Representation  
    ..... 16  
Removal of Items ..... 17  
Postings ..... 21  
    Form ..... 55  
    Information Included ..... 21  
    Length ..... 21  
    Place ..... 21  
    Summer Months ..... 21  
President's Rights .....8  
Previous Employment Credit... 39  
Probationary Contract ..... 19  
Professional Meetings ..... 18  
Public Address System Meeting  
    Announcement.....9

**R**

Ratification  
    Release Time .....5  
Recall  
    Declining a Recall ..... 24  
    Notification ..... 24  
    Rights ..... 24  
    Time Limits ..... 24  
Reduction in Force ..... 22  
    During School Year..... 23  
    End of School Year..... 23  
    Equal Seniority..... 23  
    Exceptions to Bumping ..... 23  
    Notification ..... 23  
    Order ..... 23  
    Reasons ..... 22  
    Recall ..... See Recall  
        Declining a Recall..... 24  
        Notification..... 24  
        Time Limits ..... 24  
    Recall Order ..... 23  
Reduction of Hours Insurance  
    Coverage..... 37  
Rehire Retired Members ..... 24  
Release Time  
    Grievance..... 14  
    Meetings ..... 10  
    Ratification ..... 5  
Re-Opener  
    Request .....6  
    Salaries and Benefits ..... 50  
Retire/Rehire ..... 24  
Right to be Interviewed ..... 21  
Right to Strike  
    Re-Opener .....6

**S**

Salaries ..... 39

Additional Training Credit.....39  
 Bus ..... See Bus  
 Cafeteria..... See Cafeteria  
 Custodian/Maintenance.....See  
 Custodian/Maintenance  
 Extra Duties ..See Extra Duties  
 Holiday Pay ..... See Holidays  
 On-Line Training Stipend .....48  
 Overtime..... See Overtime  
 Previous Employment Credit  
 .....39  
 Salary Increases .....48  
 Salary Schedule Placement 39  
 Separate Classification Jobs  
 .....39  
 Temporary Assignments .....41  
 Year of Service Credit.....39  
 Salary Notices .....43  
 Salary Schedule 2016–17 .....52  
 Salary Schedule 2017-18 .....53  
 Salary Schedule 2018-19 .....54  
 School Equipment .....9  
 Seasonal Work .....18  
 Secretary  
 Breaks.....48  
 Section 125 Plan.....37  
 Seniority.....22  
 Classification.....22  
 Defined .....22  
 Leave of Absence.....22  
 List for Association.....22  
 Midday Routes.....22  
 Sole Determinant .....22  
 System Wide.....22  
 SERS Payment .....43

Severance Pay .....44  
 Sick Leave .....26  
 Accumulation.....26  
 Adoption .....26  
 Advancement .....27  
 Doctor Verification.....28  
 Maximum Accumulation .....26  
 Occurrence .....29  
 Preganacy.....26  
 Reasons .....26  
 Sick Leave Bank .....27  
 Participation Form.....62  
 Withdrawal Form .....63

**T**

Temporary Assignments  
 Compensation .....41  
 Temporary Position .....20  
 Transfers.....20  
 Fewer Hours .....20  
 Higher Paying Classification 20  
 Involuntary .....20  
 Longer Hours .....20  
 Right to Accept or Reject.....20  
 Rights if Rejected .....20  
 Temporary Position.....20  
 Travel Pay .....18  
 Tuition Waiver for Children .....18

**U**

Uniform Reimbursement .....18

Unpaid Leave..... 32  
 Maternity/Child Care/Adoptive  
 Care ..... 32

**V**

Vacancies ..... 20, 21  
 Determination ..... 21  
 Filling ..... 21  
 Length of Posting ..... 21  
 Notification ..... 21  
 Place of Postings.....21  
 Posting Information Included  
 ..... 21  
 Right to be Interviewed ..... 21  
 Summer Months ..... 21  
 Vacation ..... 31  
 Days per Year ..... 32  
 Guidelines ..... 31  
 Requests Deadline..... 32  
 Schedule ..... 32  
 Unused Vacation Payment . 32  
 Vision Insurance..... 37  
 Board Contribution ..... 37  
 Coverage Defined ..... 37  
 Deductible ..... 37

**W**

Witness Subpoena ..... 31  
 Work Week ..... 39  
 Work Year..... 40