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NEGOTIATED AGREEMENT

between the

**NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL #167**

July 1, 2018 - June 30, 2020

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AGREEMENT

- A. This Agreement is made and entered into by and between the Board of Education of the Norton City School District (“Board”) and the Ohio Association of Public School Employees OAPSE 167 (“Association”).
- B. The Association is an affiliate of the American Federation of State, County, and Municipal Employees (AFSCME AFL-CIO).
- C. This Agreement shall remain in full force and effect from 12:01 a.m. July 1, 2018 through 12 Midnight, June 30, 2020, and shall continue in full force and effect from year to year thereafter, unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other in the month of March of the year in which the agreement expires.
- D. As used in this agreement, “days” shall be defined as follows:

Calendar day is any day Sunday through Saturday

Business day is any day the Administration is opened for business

Work day is any day the bargaining member is scheduled to work

School day is any day when students are in school

ARTICLE 1. – RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive negotiations representative of all regular full-time and regular short hour employees in the following classification series:

Secretarial	Cafeteria
Custodial	Maintenance
Garage	Educational Assistants
Technology	Central Receiving
Educational Interpreter	Transportation Assistant
Bus Driver	

Which positions or classifications shall be considered as a combined single unit.

- B. A “regular” employee is a person assigned to the classification with responsibilities performed consistently through the course of a school year or longer period. A regular employee does not include one who is hired specifically to replace an employee on any approved leave. The foregoing positions shall be exclusive of employees holding confidential and supervisory positions. Confidential and supervisory positions shall be defined to include:

Secretaries – Superintendent’s Office (Maximum 4)
Secretaries – Treasurer’s Office (Maximum 3)
Director of Transportation
Facilities Supervisor
Food Service Supervisor
Assistant Treasurer
EMIS Coordinator

ARTICLE 2. – NEW JOB CLASSIFICATIONS

- A. All newly created classifications within any department containing classifications included within the Bargaining Unit which are similar to job classifications then included within the Bargaining Unit shall become part of the Bargaining Unit and covered by and subject to the terms and provisions of this Agreement.
- B. Whenever a job description is revised or a new job is created or when the job responsibilities of an existing classification are substantially changed, a labor/management committee shall be convened to discuss the qualifications and job description. The labor/management committee shall be as defined in Article 13. In the event that agreement is not reached within one (1) business week of the initial meeting, management reserves the right to implement the change, the new position, or the job description. The Union reserves the right to grieve the changes and/or qualifications as to their reasonableness at Step III of the Grievance Procedure.

ARTICLE 3. – MANAGEMENT RIGHTS

- A. The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States including all of the rights defined in Revised Code Section 4117.08(C).
- B. These include:
1. Determine matters of inherent managerial policy.
 2. Direct, supervise, evaluate, or hire support staff employees.
 3. Determine the efficiency and effectiveness of governmental operations.
 4. Determine the overall methods of operation and personnel needed.
 5. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain support staff employees.
 6. Determine the adequacy of the work force.
 7. Determine the overall mission of the Board.
 8. Effectively manage the work force and establish job qualifications and responsibilities.
 9. Take such actions as are necessary to carry out the mission of the Board.
- C. The exercise of the foregoing management rights by the Board shall be limited only by the terms of this Agreement.

ARTICLE 4. – SUBJECTS OF NEGOTIATION

Representatives of the Board and the Association will negotiate in good faith all matters concerning wages and such other terms and conditions of employment within the authority of the Board to resolve as the parties may agree are proper subjects of negotiation.

ARTICLE 5. – REQUEST FOR NEGOTIATION

If either of the parties desires to negotiate changes in wages or other terms and conditions of employment which are within the authority of the Board to resolve, it shall notify the other party in writing in the month of March of the year the contract expires. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the local president of the Association. If neither party notifies the other of the desire to negotiate changes in wages or other terms and conditions of employment by 90 calendar days before the

date of the expiration of this contract, it will be understood that the Agreement will be extended for one year after its expiration date.

Within fifteen (15) calendar days after receipt of such notice, an initial meeting will be held between the parties to mutually agree as to the method of negotiations (i.e. interest based, traditional, etc.) and establish ground rules which do not conflict with the provisions of this agreement. The teams shall have the authority to establish ground rules and determine the method of bargaining at this meeting. If the parties cannot agree as to the method of negotiations, traditional bargaining shall be used. At the initial meeting a date shall be set to mutually exchange proposals or issues (depending upon the method of negotiations) in writing, and thereafter additional issues or proposals shall not be submitted by such party unless the other party consents.

ARTICLE 6. – NEGOTIATION MEETINGS

- A. Negotiation meetings shall be scheduled at the request of the parties, and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of subsequent meetings.
- B. Meetings shall be scheduled at reasonable intervals, places, and times and to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Selection of the meeting location shall alternate between the parties.
- C. Negotiation meetings shall be closed to the press and the public.
- D. Either party may recess for caucuses of reasonable length at any time.
- E. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.

ARTICLE 7. – REPRESENTATION

Representation at negotiation meetings shall be limited to seven (7) representatives of the Board and seven (7) representatives of the Association. Only those so designated by the Board and the Association shall attend the negotiation meetings, unless the parties agree otherwise. Each party may have up to one (1) observer/alternate at its discretion, with the understanding that observer/alternate shall be held to the same rules and restrictions as the teams.

ARTICLE 8. – NEWS RELEASES

No releases concerning negotiations shall be issued to the media without approval of both parties.

ARTICLE 9. – AGREEMENT

- A. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
- B. Final agreement reached through negotiation shall be reduced to writing and submitted to the Association for approval, and all of the Association negotiators shall recommend and urge approval. Upon approval by the Association, the Agreement shall be submitted to the Board for approval, and all the Board's negotiators shall recommend and urge approval.
- C. When approved by both parties, the Agreement shall then be signed on behalf of the parties.

ARTICLE 10. – DISAGREEMENT

If agreement is not reached within sixty (60) calendar days after the first negotiating session, unless the parties mutually agree to extend the time, the parties may jointly request the assistance of a mediator. The mediator shall be obtained from the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules and regulations. The parties agree that mediation through the offices of the FMCS shall be these parties' mutually agreed upon exclusive dispute-resolution procedure and no other procedures shall apply.

ARTICLE 11. – CONFLICT WITH LAW OR REGULATIONS

If any provision of this Agreement, or any application of the provisions of this Agreement to any person(s), or any agreement reached under its terms, illegally conflicts with any federal or state law, regulation, supreme court ruling or court order, now or hereafter enacted or issued, such provision, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

ARTICLE 12. – GRIEVANCE PROCEDURE

- A. **Definitions:**
 - 1. "Grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application. It is the intent of the parties that any issue that could have been brought before the Norton Civil Service Commission shall be processed through the grievance procedure. The parties agree that arbitration will be the exclusive means of resolving employment issues, which could have been appealed to the Norton Civil Service Commission.
 - 2. "Days" shall mean scheduled business days of the administration.

B. Rights of the Grievant and the Association:

1. A grievant may appear on his/her own behalf or may be represented by the Association.
2. Decisions rendered at each formal level will be made in writing on the form hereto attached (Form 1) setting forth the decision and the reasons therefore.
3. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association, or its officers or any member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
4. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

C. Time Limits:

1. The number of business days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. If a formal grievance (Level II) is not filed within ten (10) business days after the act or conditions giving rise to the grievance are known, or should have been known, the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step and further appeal shall be barred. If the administration fails to act upon a grievance within the time limits specified at any level of the procedure, the grievance shall automatically advance to the next level.
4. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract term of the employee, further attempts at resolution shall be postponed until the beginning of the new school year in September, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from the postponement until the next school year.
5. The temporary absence of a principal, immediate supervisor or the Superintendent shall toll the running of the business days during the absence of such principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional business days.

6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

D. Grievance Procedure:

Level I: (Informal)

1. If an employee believes there is a basis for a grievance, he or she must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally.

Level II:

2. If the grievant is not satisfied with the results from Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in C (2), he/she may begin formal procedure by submitting the formal grievance on the attached form "Exhibit A", to his/her principal or immediate supervisor. Within five (5) business days of receipt of the form, the principal, or immediate supervisor shall make a written decision on the appropriate form "Exhibit B". The decision reached will be recorded in Level II of the Grievance Procedure Form and signed by both parties with copies given to the OAPSE President.

Note: Resolutions to grievances shall require approval by the Superintendent/designee and OAPSE.

Level III

3. If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee within five (5) business days of the principal's or immediate supervisor's decision. Within five (5) business days of receipt of the form, the Superintendent or his/her designee shall make a written decision. The decision reached will be recorded in Level III of the Grievance Procedure Form and signed by both parties.

Level IV:

4. If the grievance is not resolved in Level III, OAPSE shall within five (5) business days of receipt of the Superintendent's response, notify the Board in writing that a hearing by an arbitrator may be requested. The request shall be made to the Federal Mediation and Conciliation Service whose rules shall govern the selection of the arbitrator.

Note: By mutual consent, either party may request grievance mediation prior to Level IV of the grievance procedure. The opinion/s and/or suggestion/s of the Mediator shall not be binding upon either party. Agreement between the parties to utilize grievance mediation prior to Arbitration shall be in writing and such agreement shall suspend the Level IV request for arbitration until the date of the grievance mediation.

5. The arbitration proceedings shall be governed by the rules and regulations of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the issues submitted for arbitration and shall have no authority to decide any other issues not so submitted or to submit observations or declarations of opinions which are not directly essential in reaching the decision.
6. The arbitrator is specifically prohibited from making any decision, which is inconsistent with the terms of this Agreement or contrary to law. In rendering a decision and issuing an award, the arbitrator may not usurp the legal authority vested by statute in the Board or Superintendent.
7. The arbitrator's fee and expenses and the cost of any hearing room shall be borne by the losing party in the Arbitration. As part of the award, the arbitrator shall designate either OAPSE or the Norton Board of Education as the losing party. The arbitrator shall have no power to split the award of fees and expenses.

ARTICLE 13. – SENIORITY BID PROCEDURE

- A. A position for purposes of this Agreement shall be defined as a bargaining unit position which is expected to last for 120 days or longer, and which is set forth in the salary schedule attached hereto as Appendix 4. Positions are building specific. All vacancies in the bargaining unit including newly created positions shall be posted for bid in accordance with the following procedures:
 1. Vacancies shall be posted by the time clocks in all school buildings and at the bus garage along with a current job description attached to each posting.
 2. All vacancies to be filled at a bid-transfer meeting shall be posted for a minimum of five (5) work days. The notice shall contain a description of the duties, the qualifications, salary range, and the date, time and location of the bid-transfer meeting. The bid-transfer meeting shall be scheduled for a date, time and location that is mutually convenient for the Board and the Association. If a member is interested in attending a bid-transfer meeting but is unable to do so, that member shall fill out the Bid-Transfer Proxy Form attached hereto as Form 2, identifying a bargaining unit member as a proxy, and submit it by email or in person with the Superintendent/designee at least twenty-four (24) hours prior to the bid-transfer meeting.
 3. As used in the Agreement, vacancy shall be defined as a position which is expected to last one-hundred twenty (120) work days or longer and which is either newly created or which is unfilled due to the death, retirement, resignation, termination, transfer, or from vacancies resulting from the seniority bid procedure and which the Board intends to fill.

4. When a job's hours are increased by one (1) hour or more, and is expected to last one-hundred twenty (120) working days or more, the position shall be posted for bid. If the change in hours would result in a change from part-time to full-time, then such position will be posted for bid.

B. The vacant position shall be filled as follows:

1. The bid-transfer meeting may be attended by all persons interested in the vacant position (including any vacant position(s) which become available as a result from the filling of the posted position) or by such persons' proxies as identified in the Bid-Transfer Proxy Form submitted pursuant to Article 13(A)(2). At that meeting, the position shall be awarded to the most senior bidder in attendance, or by their proxy, at the meeting, either permanently assigned within the classification or on lay-off from the classification where the vacancy occurs. If the person awarded the position is currently assigned to a position from within the classification, then the newly vacant position will be filled by the next senior (by classification seniority) interested bidder in attendance, or by their proxy, at the bid-transfer meeting. This process will continue until such time as a vacant position is awarded the most senior (by classification series seniority) qualified interested bidder outside the classification, but within the classification series in attendance, or by their proxy, at the bid-transfer meeting. If no such person bids upon the position, the position shall be awarded to the most senior (by System Seniority) qualified interested bidder outside the classification in attendance, or by their proxy, at the bid-transfer meeting. If testing is required for the position, then the top three (3) senior interested persons shall be tested. All persons who are transferred within the same classification, as a result of the bid-transfer meeting will not be subject to the probationary period set forth in Article 13(G).
2. If no qualified employee from within the bargaining unit submits a bid, the Board may post the vacancy and hire a new employee for the position.
3. Should there be a disagreement as to management's determination as to whether or not an employee is qualified for a particular job, the issue will be referred to a Labor/Management committee. If the L/M committee fails to resolve the issue, management may implement its decision as to awarding the bid then the Union may submit the issue to Step III of the Grievance Procedure.

The Labor Management committee shall consist of the following persons:

- a. President or Vice-President of OAPSE Local 167.
- b. A second bargaining unit member, Local 167 officer or designee.
- c. A bargaining unit member from the classification series appointed by the Union.
- d. The Superintendent and/or Designee.
- e. The appropriate Supervisor or Principal
- f. Additional representatives may attend with prior notification.

4. Job Postings Pending Disability Retirement Approval (PDRA):
 - a. This procedure shall be used to fill vacancies created by an employee on leave who has applied for disability retirement under SERS.
 - b. The vacancy notice shall be posted in accordance with the provisions of this article once it has been established that the employee has applied for disability retirement and is on a leave of absence or sick leave.
 - c. The posting shall indicate that the vacancy is PDRA. After any probationary period has been satisfied, the employee appointed to the PDRA vacancy shall be considered permanent.
 - d. If the outgoing employee should be released to return to work within two (2) years of filing for retirement, he/she will be reassigned to his/her former position and the displaced employee will have rights under Article 14, Layoff and Recall. It is also understood that if the outgoing employee should be released to return to work in the third, fourth, or fifth year time limit he/she will be assigned to the job position held by the least senior employee in their former classification at the pay step level they last held. Any employee displaced as a result shall have rights under Article 14 Layoff and Recall.

5. Notwithstanding the procedures set forth above, after the start of the school year, any newly-created or vacated Special Education Assistant position shall be posted and filled accordingly:
 - a. The first thirty (30) days of a newly-created and or vacated Special Education Assistant position may be filled by a substitute (first from the RIF list, then by a true substitute) for up to thirty (30) school days, during which time the District shall assess the student needs and position requirements.
 - b. If the District determines there is a continued need for the position, then the position shall be posted according to Article 13(B)(1-4)
 - c. Beginning with the 2018-2019 school year, all Special Education Assistants that are awarded a position through the Bid/Bump procedure shall remain in their current position through the school year. Exception shall be if there is a position posted that is an increase in hours of thirty (30) minutes or more, or part-time to full-time, or an upward movement in classification.
 - d. The vacated position that was caused by the movement from the bid award in Article 13(B)(5)(c) shall be filled by seniority first from the RIF list and then by a newly-hired employee.
 - e. The Special Education positions filled by either a RIF employee or newly-hired employee shall be posted for bid, if needed, prior to the start of the new school year according to Article 13(B)(1-4).

- f. Vacancies in the Special Education Assistant classification that occur April 1 through the end of the school year may be filled by seniority first from the RIF list and then a true substitute. If the position is required for the next school year, it will be posted and filled according to Article 13(B)(1-4).
- 6. Special educational assistants assigned one-on-one to a student will be permitted to retain their assignment to that student if that student transfers schools if the employee so chooses, provided that such transfer does not result in the displacement of a special educational assistant at the new school, and provided it is determined by management that the continuation of such an assignment is in the best interests of the student.
- C. Other than transfers awarded pursuant to a bid-transfer meeting under Article 13(B)(1), an employee appointed to fill a vacancy or newly created position shall serve a probationary period. The probationary period shall be up to a maximum of ten (10) scheduled working days. If such employee's performance is unsatisfactory any time after the fifth (5th) probationary working day to the tenth (10th) probationary working day, he/she may be reassigned to his/her former position at the salary or wage earned prior to his/her appointment to the vacancy.

The employee may, at his/her option, return to the former position at the salary wage earned prior to the appointment to the vacancy anytime within the ten (10) workday probationary period.
- D. The Superintendent/designee shall post a seniority list of all bargaining unit employees twice a year, once in October and again in February, on a bulletin board at all work sites. Each list will include those employees whose names appear for the first time. The list shall be reviewed with the Union President before posting by the time clocks in each building. Employees must notify the Union President and Superintendent/designee, in writing, of any perceived errors within ten (10) working days of posting.
- E. System Seniority shall begin with the employee's first day of actual work in an open bargaining unit position. The first day of actual work may precede the date of formal Board of Education action formally hiring the employee. The determination of the exact date will be the responsibility of the Board. A good faith effort will be made to fill jobs as quickly as possible; however, the Norton Board of Education shall fill all vacancies within thirty (30) school days after the position is vacated or created ("created" shall be defined as the first day the position is filled with a substitute or bargaining unit member, or in the case of a special educational I & II position, "created" shall be defined as when the Director of Student Services determines such a position is necessary or the IEP team dictates, (whichever one comes first). If the starting date of two or more employees is equal, then the date of Board action on the employee's hire shall determine system seniority. If the dates of Board action are equal, then their system seniority shall be determined by the order of their original hire date as a substitute by the Board. If the dates of the Board action are equal the system seniority shall be determined by the order of the date and time of their application.

- F. For purposes of bidding within a classification or classification series (B.1 and 2.) seniority will be defined based on total service within that classification or classification series only: An employee bidding into a new classification series for the first time will have this classification series seniority begin at the time the employee starts on the new job. An employee who had prior service within the new classification series will have that prior service count towards his/her classification series seniority.
- G. Notice of bargaining unit job openings shall be given to the president of OAPSE #167 on the date of posting.
- H. Temporary Position and Assignments.
1. Substitute: a non-regular employee taking the place of a regular employee who has the rights of return to the employer. Substitutes have no rights under the Agreement.
 2. Temporary Assigned Employee shall be defined as a bargaining unit member assigned to take the place of a regular employee who has the right to return to their position.
 - a. The temporarily assigned employee's benefit package shall remain as it was prior to the temporary assignment.
 - b. The temporarily assigned employee shall not have the option of changing this assignment once it has been accepted, except in extenuating circumstances.

Temporary position assignments of sixty (60) or more work days shall be posted for bid and filled in accordance with section B of the Agreement. If the employee returns to his/her permanent assignment, any temporarily assigned employee shall be restored to his/her previous assignment. If that assignment does not exist, the displaced employee shall have rights under the provisions of the contract if he/she has completed the sixty (60) work day probationary period.

- I. The Board may develop a standardized test for determining ability to meet the qualifications for the open position and all tests shall reflect qualifications as listed in the job description. Any test given shall be limited to the qualifications of the job description. Testing dates are to be listed on the job posting. Any employee's passing test results will be valid for two (2) years unless the test has substantially changed.

Any employee with prior experiences and/or skills and/or credentials that are required as qualifications for the posted job may refresh his/her skills by observing a qualified employee (approved by the supervisor) working on the job, as long as it does not interfere with the qualified employees' normal job responsibilities. The employee will observe on his/her own time.

- J. An employee laterally transferred (job position within same classification, same pay scale and equal number of hours) may not bid on another position for a period of six (6)

months. Positions awarded outside the classification series and involuntary transfers or assignments shall be excluded from this section.

- K. This process shall be exclusive procedure for bidding on and awarding all bargaining unit jobs, except as pertains to the yearly route bidding procedures outlined in Article 17.
- L. Postings that go up during summer, Christmas, or spring break will be emailed to those employees who are not scheduled to work prior to the date of posting.
- M. The District shall provide to each current employee and new employee in written form the following: a school email address, instructions on how to access the school email on Android/iPhone and desktop. The District shall also request any updated name/address or telephone number on a yearly basis. An “all call” option shall be put into place to notify employees to check their email in the event of a job posting during summer, Christmas, or spring break.

ARTICLE 14. – LAYOFF AND RECALL

- A. In the event the Board determines that it is necessary to reduce the number of employees within the bargaining unit, the following procedure will be followed:
 - 1. The Union shall be notified at least thirty (30) calendar days prior to any reduction being implemented. A representative of OAPSE shall have the opportunity to meet with the Superintendent to discuss such reduction.
 - 2. The exercise of bumping rights under this Article and Article 15 shall occur at a bump meeting which shall be attended by any potentially impacted employees at a mutually agreeable time as determined by the OAPSE President and the Superintendent/designee, and no later than five (5) calendar days prior to the implementation of the RIF. If there are any vacant positions within the classification impacted by the RIF, such positions shall be filled pursuant to the procedure set forth in Article 13 prior to the implementation of the RIF. System seniority shall be used to bump. At such bump meeting, an employee whose position is abolished shall have the right to choose a building and bump (a) the least senior employee within the same classification and the same work hours (see appendix 1-B), or (b) a less senior employee within the same classification and building with fewer work hours (see appendix 1-B), with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have the same displacement rights at the bump meeting.
 - 3. At such bump meeting, any employee who is displaced from a classification may choose a building and bump a less senior employee in the next lower classification(s) in the classification series with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have the same bumping rights.

4. An employee whose position has been abolished or who has been displaced may bump into a different classification series subject to the following:
 - a. Said employee must have previously worked in that classification series in a bargaining unit position.
 - b. Said employee may only bump into his/her former classification in that series or a lower classification in that series.
 - c. An employee may only bump into the former classification series if he/she has no other position to bump into according to A 2 or 3; and the bump resulting from A 2 or 3 has resulted in a reduction of annual salary (regular earnings) and the move into the former classification series allows for greater annual salary with the only exception being that a part-time employee may not displace a full-time employee.
 - d. An employee who meets the criteria in 4 a-c above may bump into a former classification series as follows:
 - 1.) Employee may bump a less senior employee in the highest classification in which he/she previously was employed, seniority permitting, with the only exception being that a part-time employee may not displace a full-time employee.
 - 2.) If an employee is unable to bump as in d.1. above, the employee may bump a less senior employee in the next lower classification(s) in the series, with the only exception being that a part-time employee may not displace a full-time employee. Any employee displaced as a result of d.1. or d.2. shall have full displacement rights beginning with A 2.
5. An employee shall not have the right to displace an employee which would result in the benefit package going from part-time to full-time.
6. Employees who bump to a lower classification shall be paid at their same step of the new classification.
7. An employee who is displaced or bumped into a position resulting in a reduction in annual salary (regular earnings) may elect to be laid-off.
8. Notwithstanding the procedures set forth above, for Special Education I & II positions which are eliminated after the first 30 student days, the employee holding such position shall have the right to bump (a) the least senior employee within the same classification and the same work hours (see appendix 1-B), or (b) a less senior employee within the same classification with fewer work hours (see appendix 1-B), with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have bumping rights as set forth above.

Any employee who is displaced from a classification may choose to bump a less senior employee in the next lower classification(s) in the classification series with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have the same displacement rights.

Prior to the start of the next school year in which this provision was exercised, the process will be repeated, however the effected employee(s) bumping rights shall be the same as all other employees (i.e. Section (A. 2.) of this article).

B. Recall Procedures

1. During times when employees are on layoff or displacement status, all open bargaining unit positions will be posted for bid in accordance with Article 13 with only the following exception:
 - a. Employees laid off or displaced pursuant to this article shall have recall rights to only their original position for the period of two (2) years.
 - b. If an employee's original position is reinstated or vacated, the employee will be recalled to the original position. If a more senior employee, from that classification only, would remain in a layoff or displaced status, the reinstated position will not be offered as a recall but rather will be posted in accordance with the seniority bid procedure.
2. Employees being recalled from layoff shall have all notices sent by certified mail to the last known address as listed in the employee's personnel file. It shall be the duty of the employee to notify the Treasurer of any address change. The employee shall have seven (7) calendar days from receipt of the notice to accept the recall by sending an acceptance or rejection to the Treasurer by Certified mail. A failure to respond to recall within seven (7) days of notice terminates all right to recall. A failure to accept a recall to original position will result in forfeiture of all recall rights.

Employees being recalled from displacement shall be notified by certified mail or a letter of recall may be hand delivered with the employee signing to acknowledge receipt. The employee shall have seven (7) calendar days from receipt of the notice to accept the recall by sending an acceptance or rejection to the Treasurer by certified mail or by hand delivering their response. A failure to respond to recall in writing within seven (7) calendar days of notice terminates all right to recall. A failure to accept a recall to original position will result in forfeiture of recall rights.

3. Employees on layoff shall have full seniority bidding rights according to the seniority bid procedure on all job openings. Such employees shall be notified of any job opening by first-class mail. Such notification shall be mailed prior to any job opening being posted. Job postings in accordance with the seniority bid procedure will begin after the third business day from when the first class letters were mailed so that the employees on layoff will have notification of job openings at the same time as all other employees. Each time a job opening mailing goes out

to laid off employees a list of these employees shall be sent to the union president by inter-office mail. All job openings shall also be posted on the Norton City Schools website.

4. Employees recalled from layoff shall return to work on the fifteenth (15th) workday from the day of the original postmarked date. If an employee is unable to return to work on or before the fifteenth (15th) day for health reasons, a certificate of the personal health reason must be provided by a medical doctor who is treating the employee in order for the employee to remain on a recall list. If an employee is unable to report to work because of health reasons, the employee's name will remain on the recall list for the remainder of their two (2) year recall period.
 5. Employees on layoff or displacement, who bid on other jobs, retain their recall rights to their original position, for a period of two (2) years. An employee having recall rights to an original position shall retain all their seniority bidding rights whether said employee is on layoff or displaced (according to number 7).
 6. Any employee on layoff may have his/her name included on the substitute list and will be paid at his/her regular rate of pay if the employee substitutes within his/her classification series from which the layoff occurred. If the employee substitutes in a classification outside of the classification series from which he/she is laid off, the employee will be paid at Step 0 for the classification in which he/she substitutes.
 7. An employee on layoff (and not working any job) shall have their seniority continue to build in the classification they were laid off from. An employee who is displaced into a different classification will freeze their seniority in the classification they were bumped from and build seniority in the new classification.
- C. For the purpose of layoff and recall refer to classifications as listed in Appendix 1-A and 1-B of the agreement.
- D. As used in the Agreement, an original position shall be defined as a position held at the time a reduction in force is put into effect. This means the original position must be the same classification, same building, same shift. The hours may be more or less as long as they do not go from part-time to full-time or full-time to part-time. If this occurs, the position is not considered an original position and such position shall be posted for bid as an open position.
- E. This shall be the exclusive procedure for reducing the work force.

ARTICLE 15. – INVOLUNTARY HOUR REDUCTION

In the event the Board determines that it is necessary to reduce the number of hours in any job position, the following procedure will be followed:

1. The Union shall be given at least five (5) working days' notice prior to any reduction being implemented.

2. The employee whose position is reduced shall have the right to choose a building and bump (displace) the least senior employee within the same classification, with the same number of original hours. If such a position does not exist, then the employee shall have the right to choose a building and bump (displace) a less senior employee within the same classification with fewer annual hours. Any employee so displaced shall have the same displacement rights. All such displacement rights shall be exercised at a bump meeting pursuant to Article 14.
3. Bumping shall be based on Classification seniority (not on overall seniority).
4. Any position that is reduced in hours such that the position goes from full-time to part-time status shall be considered an abolished position and subject to the Layoff language in Article 14. The reduced part time position shall be posted for bid.

ARTICLE 16. – ASSIGNMENTS

- A. An employee awarded a vacant position within his/her classification series shall advance on the same step of the new salary schedule. An employee awarded a vacant position outside his/her classification series shall be advanced to the lowest step of the new salary schedule, which represents an increase of at least \$.25 per hour in the hourly rate.
- B. An employee who holds two (2) jobs under Article 33 shall be paid at the same step of both salary schedules.
- C. An employee accepting a position within his/her classification series with a lower hourly rate shall remain on the same step previously held on the lower salary schedule. An employee accepting a position outside of his/her classification series with a lower hourly rate shall remain on the same step previously held on the new salary schedule.
- D. An employee temporarily assigned to a higher paying classification shall, commencing with the third (3rd) consecutive full working day retroactive to the first day, be paid at the same step of the new salary schedule for all hours and days worked.
- E. An employee temporarily assigned to a new classification shall not be reduced in pay due to such an agreement.
- F. Core duties cannot be transferred from one classification to another except in emergency situations. Transfer of duties between classifications will be discussed prior to such transfer being made (if possible), if not, it will be discussed in labor management as soon as possible.

ARTICLE 17. – YEARLY BUS ROUTE BIDDING PROCEDURE

- A. All bus routes will be posted and bidding completed within six (6) weeks of the start of each school year. Between the start of school and the date of the bidding, drivers shall drive the routes they drove the prior year. Where there are open routes, replacements will be assigned by the administration for the initial period until bidding occurs.

- B. Bus drivers will bid for routes in the order of their seniority. When a driver has bid for a route, he or she shall drive that route without change for the remainder of the school year.
- C. Bidding will occur only once during the school year with one exception; if any AM/PM route should open, it will be filled in accordance with Article 13, Seniority Bid Procedure.

D. Definitions

- 1. Special Needs Route – includes handicapped and preschool runs.

One Special Needs Route may be part-time.

- 2. Regular Route – includes AM/PM runs (there shall be no separate regular AM or PM routes). Drivers of regular routes who transport students that require loading and/or securing (i.e. wheelchairs, harnesses and car seats) shall receive a sixty (\$.60) cent per hour stipend for the time spent performing such duties. Such stipend shall be paid in half hour increments.

One route may be split from Regular AM/PM Route into an AM/Midday/PM Route (no more than three (3) clock-ins and three (3) clock-outs per day.)

- 3. Extra Trips – includes athletic, shuttle, extra and band trips (which are not covered under 1, and 2, above).

ARTICLE 18. – EXTRA TRIP BIDDING PROCEDURE

- A. A bid sheet will be posted in the drivers room which will list the names of all regular bus drivers. All extra trips for bus drivers will be bid as follows: A trip will be bid in rotation, starting with the driver with the most seniority who has signed up for the trip. The next trip will be taken by the next senior driver who has signed up and so on down the seniority list, until every driver has had an opportunity to sign up for a trip. The rotation will then begin again at the top of the list. A temporary driver interested in taking extra trips will be placed initially at the bottom of the rotation list.
- B. Any bus driver, whose regularly scheduled hours (including second jobs) total forty (40) hours per week, may not sign up for an extra trip. Drivers with less than forty (40) hours may sign up and take an extra trip even if part of the trip puts the driver into overtime. Once a driver reaches forty (40) hours or more in a pay week, that driver may not sign up for any more extra trips in that pay week. After taking a trip which (combined with an employee’s regularly scheduled hours), puts that employee into overtime, the remaining “checked off” trips which the employee is scheduled to take that week will be awarded to other drivers in accordance with Article 18, Section C (2). All drivers at forty (40) hours or more shall be placed on the OVERTIME trip board. If there are “No Bids” for a trip on the extra trip board, the supervisor may offer the extra trip to a substitute bus driver so long as such trip will not cause the substitute to exceed forty (40) hours in a pay week. If there are no substitute drivers available, then the supervisor shall offer the trip by seniority rotation to those drivers on the overtime board. After this process, the trip shall be offered to the Transportation Assistant, Mechanics and substitutes (even if it causes

the substitute to exceed forty (40) hours) or the director of transportation may drive the trip if no driver (regular or substitute) accepts the trip. At no time shall a bus driver substitute who has accumulated forty (40) hours/week be offered an extra trip before all regular bus drivers have first been offered the trip.

The Part-Time Transportation Assistant shall be afforded all the same rights and privileges as a regular bus driver with the following exceptions:

1. The Part-Time Transportation Assistant placement on the extra trip rotation shall be kept on the bottom of the seniority list.
2. The Part-Time Transportation Assistant shall not accrue any seniority in the Bus Driver Classification.
3. The Part-Time Transportation Assistant shall not be allowed to take any extra trips that conflict with their regular work hours.

C. All extra trips will be posted at least five (5) working days before the trip is scheduled. All extra trips must be bid and checked off two (2) working days before the trip is scheduled, with the exception of late postings. A bid sheet will also be posted for late postings. Bidding for late posting shall proceed in accordance with Section A and B above, but without regard to previously posted trips. Bidding for late postings shall not affect the bidding of subsequently posted trips.

1. If any extra trips are canceled for any reason, the driver or drivers who have bid on and are scheduled to drive the trip will automatically receive the next trip not checked off. If the driver is unable to take the next trip, he or she will then forfeit his/her turn in that rotation only.
2. If a driver is unable to drive an extra trip that she/he has already been "checked off" to drive, the following procedure will be utilized:
 - a. The next driver signed up for that trip but not checked off will be called to take the trip.
 - b. If that driver is unable to take the trip, the next driver who signed up for that trip will be called in succession until all drivers signed up for the trip are called. If no driver signed up for that trip is able to take the trip, the supervisor will be responsible for finding a driver who can drive, preferably a regular driver.
 - c. A driver may take an extra trip that conflicts with his/her regular run not more than one (1) time per week. A substitute will be assigned to the regular run. Should the trip be canceled without the driver being given adequate notice to take his/her regular route, the driver will be paid for the regular route in lieu of canceled trip.
 - d. Any driver without an assigned regular run is a substitute and cannot bid on any extra trips. Exception is Section A and B above.

- e. Trips during the winter and spring breaks shall be bid in accordance with this procedure. Trips during summer breaks shall be bid in accordance with this procedure with the exception that trips shall be posted for five (5) business days before the trip is scheduled to depart. It shall be the drivers' responsibility to come in and sign up for trips. The supervisor shall notify the driver or drivers at least two business days in advance of the trip that he or she will be taking the trip.
- f. Extra trips shall be offered exclusively to regular drivers, except for Section A above. In the event regular drivers are not available for all such trips, the supervisor may offer the trip(s) to the person of his/her choice.
- g. Bus drivers shall be responsible for checking the bid sheet in the morning and afternoon; however, if an extra trip assignment is changed the day of the scheduled trip, the supervisor shall notify the driver of the next scheduled trip of such.
- h. Any driver checked off a trip who subsequently cancels out, shall not be eligible for any other trips that day. The exception will be in the event no other driver is signed up for the other trip(s).
- i. Drivers will not be permitted to trade or otherwise alter their respective positions on field trip rotation lists.
- j. All trips shall be a minimum of two hours pay, however, if a driver shows up (clocks in) for a field trip and the trip is cancelled, he/she shall be paid a minimum of 2 hours pay at the trip rate of pay. Drivers who qualify for such pay shall not be eligible to receive the next trip not checked off as in section C, 1. of this article.

D. The following procedure will govern the award of mid-day extra bus trips:

- 1. All mid-day trips will be bid to eligible drivers, according to the seniority bid procedure in the contract. All drivers may sign the trip board, but that does not guarantee that a driver with a mid-day position will receive a trip.
- 2. After awarding trips to drivers that do not hold a mid-day position, and additional drivers are still needed, any driver who works a midday position and is not needed in that position will be allowed to take leave without pay from their mid-day position and will be awarded the trip according to their current seniority placement on the trip board.
- 3. If after offering a mid-day trip as set forth in steps 1 through 2 above there is still a need for drivers, District Administration will approach the drivers holding mid-day positions in the District, according to their current seniority placement on the trip board to ask if they are interested in driving. If interested, they will be able to take leave without pay from their mid-day position.

4. The following conditions must be met for all drivers with mid-day positions:

- The Driver must find a qualified substitute for the mid-day position before accepting the trip.
- The District Administration will supply a list of qualified substitutes, but the responsibility of finding a substitute resides with the driver.
- Prior signed approval from the principal/immediate supervisor and Superintendent/designee are required before the driver accepts the trip. This does not guarantee the driver a trip.
- Drivers with mid-day positions can only avail themselves of this procedure two (2) times per school year.

5. In the event, there is still a need for additional drivers for mid-day trips, after meeting the conditions in 1,2,3, and 4; the District Administration will offer such trips first to any regular driver by seniority that did not bid on the trip and does not hold a mid-day, and then to substitute drivers. If necessary, the transportation assistant or mechanics may be assigned to a mid-day trip.

E. Where more than nine (9) students are to be transported on a school sponsored trip within the legal limits set for school buses by the State of Ohio, said students shall be transported by school bus. Non-Board paid trips are not governed by this section.

F. Extra Trip Check Off Procedures

All trips (Regular and Late) shall be checked off during the PM run time so drivers can know their assigned trips at the completion of their PM run. Regular trips will be checked off two (2) working days prior to the departure trip date. Regular trips departing on non-working days will be treated like they depart on the closest preceding working day for check off purposes. Late trips will be checked off one (1) business day prior to the actual departure trip date. Exceptions will be made for Late postings if the Late posting trip was posted for less than one (1) business day and needs to be checked off other than stated above. In this case, drivers will be notified over the radio that a Late posting has been placed on the board and check off will occur after that run or the 'next out' rotation procedure can be utilized. In all cases, if any extra trip is checked off on a business day that is not a working day for drivers; the supervisor (designee) must call the driver and inform the driver they have a trip. It is the driver's responsibility to check the trip board for trips checked off on working days.

'Next out' rotation procedure: When a calamity day or any unusual event effects the checking off of any extra trip (Regular and Late) and the trip needs to be checked off prior to it's normal time, the supervisor (designee) must follow the 'next out' rotation on the trip board seniority list until all regular drivers are called before checking the trip off or marking the trip "NO BID".

Reasonable attempt to call drivers for a trip in the 'Next out' rotation:

1. Messages will not be left on answering machines, voice mail etc. – this is considered “NO ANSWER”.
2. If someone other than the driver answers the phone and the driver is not immediately available to take the call, the other person must give a Yes/No response on behalf of the driver or this is considered “NO ANSWER”.
3. Each driver may be called at no more than two (2) phone numbers in the attempt to call a driver before being marked “NO ANSWER”.
4. Upon receiving a busy signal on the first attempt to call, a second call will be made within three (3) minutes – a second busy signal is considered “NO ANSWER”.
5. Reaching a driver on a bus radio is considered an attempt to call.
6. Drivers who call back after seeing they had a missed call have missed their seniority rights in rotation.
7. When all regular drivers are not available for a trip, the supervisor may assign the trip to any driver including substitutes, mechanics, transportation supervisor or assistant or a regular driver who makes contact after their reasonable attempt to call was marked “NO ANSWER”.

ARTICLE 19. – PHYSICAL EXAMINATIONS FOR BUS DRIVERS

- A. The Superintendent/designee will establish annually a date, time, and place whereby all bus drivers will be given their annual required physical free of charge. All bus drivers requiring a physical may only obtain that physical by a Board-approved physician in accordance with Ohio Revised Code.
- B. All drivers are to complete the physical examination no later than August 15, of each year to be eligible to drive the next school year.
- C. Any exceptions to this Article must be approved by the Superintendent or his/her designee.
- D. All employees who are required to hold a Commercial Drivers License (CDL) as a condition of employment shall comply with current Board Policy of CDL License Holders. Any changes to this policy outside Federal Regulations shall be negotiated with OAPSE prior to the Board implementing them.

All bus drivers will receive a minimum of two (2) hours pay at their extra trip rate if time spent undergoing an alcohol or controlled substance test is in between runs. Any bus driver who is assigned an extra trip and is told to report for testing which conflicts with said trip will be compensated for the entire trip if all test results are negative.

ARTICLE 20. – ABSENCE AND JUDGEMENT OF SUPERINTENDENT

- A. The Superintendent may waive the salary deduction when travel difficulties arise from snowstorms or other conditions beyond the control of the employee, and if, in the

judgment of the Superintendent, the employee has made every reasonable effort to get to his/her place of employment.

- B. The Superintendent may require an employee to furnish a statement from his/her physician, if necessary, for administrative approval of excessive or unusual absences.

ARTICLE 21. – FRINGE BENEFITS

- A. The employer shall provide for all members of the bargaining unit, the following insurance coverage starting on July 1, 2018: Hospital, Surgical, and Major Medical, Dental, and Prescription. See Appendix # 2

All full-time employees shall pay ten percent (10%).

1. The amount of premiums shall be established annually on July 1, of each year.
2. The Norton City Schools Schedule of Benefits for Medical, Prescription, Dental and Vision shall be attached as Appendix 2. Such schedule shall include a list of commonly covered benefits, network and non-network co-pays, co-insurance amounts, deductibles, out-of-pocket limits and life-time maximums. For a full list of covered services see plan administrator.
3. Establish a joint Labor/Management committee, consisting of no more than three representatives each from OAPSE, Administration, and NCTA (if NCTA agreeable).

The purpose of this committee will be to explore more cost effective and beneficial health insurance plans and to explore methods of containing health insurance costs.

4. Except where otherwise negotiated the level of insurance benefits, coverage's, or services shall be no less than the level provided in the last previous work year.
 5. The Employer shall provide single or family coverage as requested by the employee, providing they qualify for such coverage. For example, a single person can't elect family coverage if she/he doesn't have a family. An employee may not elect Prescription only coverage, or Hospital/Surgical/Major Medical coverage only, as these are combined plans.
- B. The Board shall be responsible to ensure coverage is in compliance with the Mental Health Parity Act.

C. Vision Coverage

1. Vision coverage is provided under the plan and is subject to Plan terms.

2. Vision coverage under The Health Benefit Plan will be provided as follows: The Board will pay 50% of the individual or family plan for those employees who are covered under the Hospitalization Plan.
3. Prior to any changes in vision coverage or any aspect of the plan that would affect employees; the Union shall be so notified and shall be entitled to meet with Plan representatives prior to any such change being implemented.

D. Part-time Employees

1. For employees regularly scheduled to work thirty-two and one-half (32.5) or less hours per week, the Board of Education will make available Hospitalization, Surgical, Major Medical Insurance, and Prescription. Such plans will be equal to programs for full-time employees. The Board will pay seventy-five percent (75%) of the cost of the Individual Plan and sixty-five percent (65%) of the Family Plan.
2. For employees regularly scheduled to work thirty-two and one-half (32.5) or less hours per week, the Board of Education will make available a dental plan for employees. Such plan will be equal to the plan for full-time employees. The Board will pay seventy-five percent (75%) of the single plan cost and sixty-five percent (65%) of the Family Plan cost.
3. As of July 1, 2018, the Transportation Assistant position and the Central Receiving II position shall be eligible for Hospital, Surgical, and Major Medical, Dental, and Prescription (see Appendix 2). The Board shall pay eighty percent (80%) of the single plan cost and eighty percent (80%) of the family plan cost.
4. As of July 1, 2018, any employee who works less than twenty (20) hours per week shall not be eligible for any Health Care Insurance benefits.

E. Insurance Option

1. Regular full-time employees who elect prior to the first day of the school year to not be covered by any insurance program and who were employed on September 1, of any year, on written request to the Treasurer, will receive a stipend in lieu of insurance in the amount of: \$450.00.
2. Regular full-time employees who elect prior to the first day of the school year to not be covered by the dental program and who were employed on September 1, of any year, on written request to the Treasurer, will receive a stipend in lieu of insurance in the amount of fifty dollars (\$50.00).

F. Life Insurance

1. The Board shall pay for twenty-five thousand dollars (\$25,000) of term life insurance coverage for each employee in the Bargaining Unit regularly scheduled to work twelve (12) months. The Board shall pay for \$20,000 of term life insurance coverage for each employee in the Bargaining Unit regularly scheduled to work less

than twelve (12) months. Such coverage shall include accidental death and dismemberment coverage.

2. Employees covered by this Agreement shall be given the option of purchasing additional life insurance at their own expense at the optional group rate. Employees who purchase the additional coverage shall be given a written statement, documenting the additional coverage.
3. Payroll deduction shall be provided for optional life insurance.

G. Enrollment Period

1. The open enrollment period for adding insurance or changing coverage shall be May 1 – May 31 of each year or within thirty (30) days of or upon initial employment or qualifying event. The District shall notify the Union of any changes to the open enrollment period.
2. The effective date of insurance changes shall be July 1. Other changes may only be made with the approval of the Treasurer. An employee may drop coverage at any time, but may not enroll until the next open enrollment period.

H. Tax Sheltered Annuities

1. The Board shall provide payroll deduction for all members who wish to participate in the tax sheltered annuity programs available through the Norton City School District.
2. No other company will be considered unless it has five (5) or more participants.
3. Deductions will be made biweekly in like amounts.
4. Request for deductions may be submitted at any time during the year. However deductions will only begin on either the first pay period after October 1 or February 1.
5. Before signing a contract, employees should check the Treasurer's Office to make sure their company meets plan requirements.

I. Deductions for Summit Schools Federal Credit Union

1. Deductions for Summit Federal Credit Union will be made in the same uniform amounts every pay period.
2. Direct deposit will be offered to all members of the OAPSE Bargaining Unit.

J. Board pickup of member contributions to SERS

1. The total annual wages and wages per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable to said member. A member's cash salary shall be equal to said member's total annual wages or wages per pay period less the amount of the pick up for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual wages otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
2. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual wages less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual wages, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
3. The pickup shall be included in the member's total annual wages for the purpose of computing daily rate of pay, for determining paid wage adjustments to be made due to absence, or for any other similar purpose.
4. The pickup shall apply to all payroll payments made after the effective date of this Agreement.

K. Association Security

1. Employees covered by this Agreement shall be required to either become, remain a member, or pay a fair share fee to the Association. Employees who do not choose to become a member shall be required to pay a fair share fee as a condition for retaining employment with the Norton City Schools.
 - a. Procedures
 1. As of the effective date of this provision or sixty (60) work days after being hired, whichever occurs later, any employee covered by this Agreement who chooses not to become a member of OAPSE shall be obligated to pay to OAPSE a monthly fair share fee to reimburse OAPSE for expenses related to collective bargaining contract administration, or grievance adjustment. Monthly fair share fee payments shall also be made

by an employee who is currently a member of OAPSE but who discontinues membership in OAPSE during the term of this Agreement.

2. The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to OAPSE members.
3. Fair share fees under this provision shall be deducted by the Board from the payroll checks of non-member employees and forwarded to OAPSE in the same manner as regular membership dues, except that written authorization for such deductions shall be required from non-member employee.
4. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code Section 4117.09 (C) shall not be required to join or financially support OAPSE as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund in accordance with 4117.09 (C) the specific organization to be agreed upon by the employee and OAPSE.
5. All newly hired employees shall receive a copy of the contract between OAPSE and the Board of Education. The Union President/designee shall be notified, via email, by the administration within two (2) weeks of new hires and provided names and/or work location. The Union President/designee shall be granted fifteen (15) minutes with each new employee.

b. Deduction Procedures

1. Payroll deductions for OAPSE dues, initiation fees and assessments shall be permitted for an employee who has submitted a written dues deduction authorization form to the Treasurer. Once authorized, such deductions shall remain continuous or until such time as the employee submits to the school Treasurer a written statement revoking such authorization. This statement of revocation must be submitted to the school Treasurer during the period of ten (10) business days prior to the expiration date of this Agreement. Copies of all revocations shall be sent to the local OAPSE Treasurer.
2. Dues in the appropriate amount shall be deducted for fifteen (15) consecutive pays beginning with the first pay period in October. (The first paycheck after the Christmas Break will be excluded.) Employees may request deductions at any time during the dues deduction period. Any deduction missed shall be the obligation of the employee.

3. All deductions for State dues shall be sent with a report of the deductions to the State OAPSE Treasurer. A copy of the report shall be sent to the local OAPSE Treasurer. The name of the Treasurer of the local OAPSE Chapter shall be provided to the Treasurer of the Board.

c. Reporting

Upon request of the local OAPSE President beginning September 1, of each year, the Board of Education agrees to provide to the local OAPSE President two (2) copies each of the employee wage report which shall include the job classification hourly rate, number of planned hours per day, and number of days per year.

d. Indemnity

OAPSE shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the Article and/or the dues deduction provision.

L. United Fund

United Way payroll deductions will begin in March. The annual pledge will be divided by ten (10) pays for twelve month employees; and for the nine or ten (9 or 10) month employees, it will be divided by the remaining number of pays.

M. Personal Leave

1. All twelve (12) month employees shall be eligible for four (4) personal leave days and all other employees shall be eligible for three (3) school days for personal leave effective July 1, to be used for personal business during each school year without loss of pay or deduction from sick leave.
 - a. For twelve (12) month employees three (3) personal days shall be unrestricted.
 - b. For all other employees two (2) days shall be unrestricted.
 - c. Personal business over which the employee has no control which cannot be discharged outside normal school hours. The employee must explain the nature of the personal business.
 - d. Observance of religious holidays where total abstinence from work is required by the employee's faith.
 - e. Attendance at graduation exercises for the employee, his/her spouse or child.
 - f. Attendance at the funeral of a close friend or relative not specified under a sick leave listing.
 - g. Other emergency situations approved by the Superintendent.
 - h. One (1) day shall be restricted. The employee needs to provide a reason.

2. At the end of each school year, employees shall be compensated 100% for all unused personal leave days. It will be the responsibility of the employee to request payment.
3. No more than one employee from any classification can be on personal leave at the same time unless approved by the Superintendent or his/her designee.
4. Application for personal leave shall be submitted on the prescribed form at least forty-eight (48) hours before the leave is to be taken and shall indicate the reason for the leave request. Falsification of a personal leave request shall be grounds for termination of employment. The forty-eight (48) hour application requirement may be waived by the Superintendent in an emergency but an employee shall contact the Superintendent or designee immediately after the emergency becomes known.

N. Sick Leave

1. Each employee shall be entitled to fifteen (15) days sick leave with pay, for each year, which shall be credited at the rate of one and one-quarter ($1 \frac{1}{4}$) days per month. Unused sick leave shall be cumulative up to two hundred and fifty (250) days.
2. Twelve (12) month employees shall be entitled to eighteen (18) days sick leave with pay for each year, credited at the rate of one and one half ($1\frac{1}{2}$) days per month.

Sick leave may be used in accordance with O.R.C. Section 3319.141 for the following reasons:

1. personal illness
 2. injury
 3. exposure to contagious disease
 4. absence due to illness, injury or death in the immediate family.
3. Nine (9) and ten (10) month employees shall not exceed seven (7) unexcused sick leave occurrences within a contract year. Twelve (12) month employees shall not exceed ten (10) unexcused sick leave occurrences within a contract year. One occurrence shall be based on a full employee day. Example: quarter, third, or half days shall not constitute one (1) occurrence. Any employee using sick leave days beyond seven (7) unexcused sick leave occurrences per year for nine-month employees and ten (10) unexcused sick leave occurrences per year for twelve-month employees, must provide a medical statement for any occurrence thereafter. In order to qualify a sick leave occurrence as excused, the employee shall be required to provide a doctor's excuse or verification of use of First Stop Health (call a doctor) for the employee or employee's immediate family or provide proof of a death in the employee's immediate family. The employee can also have a sick leave occurrence excused upon approval by the Superintendent or designee for extraordinary circumstances. After seven (7) or ten (10) occurrences, the employee shall meet with the Superintendent/designee for a consultation to discuss sick leave

usage; this consultation may lead to progressive discipline if necessary. Falsification of sick leave use may lead to discipline, up to and including termination.

4. If sick leave is used, a signed statement on forms provided by the Board must be submitted to the Superintendent or designee for approval. If employee's use of sick leave exceeds three (3) consecutive days the Superintendent or designee shall require a medical statement, confirming the dates excused and that the employee was under a physician's care.
5. For purposes of this section, the term "immediate family" shall include the following persons: parent, spouse, or child of the employee or any other member of the employee's family as defined below, who is domiciled with the employee. In addition, sick leave up to five (5) days may be used for the death of a mother-in-law or father-in-law and sick leave up to three (3) days may be used for the death of the following individuals: sister, brother, aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren of the employee.
6. Employees must report off directly to their Supervisor or designee prior to the use of sick leave.
7. **Sick Leave Donation**
 - a. If a member of the bargaining unit is currently absent for thirty (30) consecutive full working days or more due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child; and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent employee. The requirement of thirty (30) consecutive working days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
 - b. No employee may receive more than an aggregate of fifty (50) donated Sick Leave days in any one (1) school year.
 - c. Donation of Sick Leave days shall be initiated by the employee on a form furnished by the Treasurer.
 - d. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent employee and deducted from the donating employee.
 - e. An employee requesting donated sick leave shall notify the Superintendent and the Association in writing.
 - f. If disability is an option, it must be pursued first; in order to qualify for the use of donated sick leave.

O. **Vacation**

1. All twelve (12) month employees shall be granted vacation with pay in accordance with the following schedule:

<u>Service Years</u>	<u>Weeks</u>
Less than one full year	1 (pro-rated)
1	1
2-6	2
7-12	3
13 +	4

2. Nine (9) and ten (10) month employees are not eligible for paid vacation, but may not be required to work during regularly scheduled vacation/holiday periods when Norton Schools are not in session, if adequate substitutes can be obtained and does not conflict with Board policy. (Out of District Bus Drivers)
3. The Anniversary date for vacation shall be July 1.
4. All newly hired twelve-month employees, who have worked less than twelve (12) months as of July 1, will receive a pro-rated amount of vacation. Employees working inconsistent number of hours per day will be paid an average number of hours per day for vacation pay purposes. Employees who are regularly scheduled to work six (6) days per week will receive six (6) days of paid vacation per week earned.
5. An employee must be on a paid status for 15 days or more in a month to receive credit for that month. All earned vacation must be taken and no vacation may be accrued beyond one (1) year.
6. Vacation may be taken during the school year if approved by the Superintendent or his/her designee. No more than one employee from each classification can be on vacation at the same time unless approved by the Superintendent or his/her designee. An employee who started work prior to the fifteenth day of any month shall receive vacation credit for the month.
7. Employee vacation pay shall be based on a total hours worked, including hours worked in less than a 12-month position (see Article 33) which shall be prorated based on the number hours/months worked in the less than twelve (12) month position.
8. Nine (9) and ten (10) month employees who move to a twelve (12) month position shall be credited pro-rated for service time in the 9/10 month position for vacation purposes. Example: Four (4) years at Nine (9) months equals three (3) years vacation credit.
9. Employees will not be permitted to take less than one quarter (1/4) day of vacation at a time.

P. Uniform Allowance

1. All mechanics and maintenance personnel shall wear uniforms. Mechanics shall receive free uniforms. Maintenance personnel shall receive \$250.00 maximum reimbursement for uniforms.
2. All cooks over three hours will receive \$130.00 maximum reimbursement for uniforms. The three (3) hour or less cooks will receive \$90.00. Laundry services* of five (5) aprons per week for six (6) hour cooks and three (3) aprons per week for five or less hour cooks will be provided. All uniforms must be approved: white pants, white shorts, white shirts and white shoes. Colored shirts may be worn if the entire kitchen has the same shirt on that day. Food Service Supervisor must approve all colored shirts or any deviation from this rule prior to reimbursement.

*Note: Cashiers are not eligible for laundry services.
3. It shall be mandatory that all custodians and central receiving wear uniforms. All custodians and central receiving will receive \$125.00 maximum reimbursement for uniform shirts, pants or shoes.
4. Employees required to wear uniforms (except Cooks) will have upper body apparel (shirts, jackets, etc.) with Norton City Schools identification permanently affixed, and these employees shall also wear name identification which need not be permanently affixed to clothing. The Superintendent/designee must approve all uniform shirts, pants or shoes prior to reimbursement. It will be the employee's responsibility to wear and maintain the shirts, pants and shoes.
5. Employees must complete their probationary period before being eligible for reimbursement for uniforms.

Q. Holidays

1. The following paid holidays shall be provided to twelve (12) month employees:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Day before New Year's	Independence Day
Martin Luther King Day	President's Day

2. The following paid holidays shall be provided to nine (9) and ten (10) month employees:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Day before New Year's	
Martin Luther King Day	

3. Employees must work the scheduled work day before and the scheduled work day after a holiday in order to be paid for said holiday, unless on an approved paid leave. Management may require a physician statement if a sick day is used.

Example: a 6 hour employee who would normally work 6 hours on the day a holiday falls on shall be paid 6 hours for the holiday.

R. Professional Development

1. The Board shall reimburse employees for courses or seminars taken to improve an employee's skills in his/her current occupation subject to the following conditions:
 - a. The course or seminar must be directly related to an employee's job.
 - b. The course must be approved by the supervisor and the business office prior to enrolling in the course.
 - c. Reimbursement will be made after proof of payment and satisfactory completion of the course has been provided.
 - d. Maximum reimbursement shall be \$150.00 per year.
 - e. The course must be taken on the employee's own time.
2. Employees directed to attend out-of-district school functions, and professional development training related to their work shall do so without loss of pay.
3. Employees required to attend in-service meetings outside their regular schedule shall be paid at their regular hourly rate for all time in official attendance. Said meetings shall not be less than two (2) hours in duration.
4. Employees who are required to attend out of district seminars using their own vehicles shall be reimbursed for mileage at the district rate.
5. Cafeteria employees may attend one summer workshop and be paid their regular rate if the workshop is approved by the cafeteria supervisor and the Superintendent and/or his/her designee.
6. The following required certifications and checks shall be reimbursed or paid in full by the Board upon proof of successful completion:
 - a. Aide Certification
 - b. FBI, BCI checks
7. Educational Assistants I and II shall be provided three hours of mandatory training per contract year, to be scheduled outside the regular work day and paid at the employee's regular rate.
8. Employees required to accompany student(s) to school events shall have all admission fees for such events paid by the Board.

S. **Work Week and Overtime**

1. Time and one-half (1-1/2) shall be paid to all employees in pay status in excess of forty (40) hours per week. Employees shall receive time and one-half for all hours worked outside their regular scheduled hours on a calamity day in addition to their regular pay for said day. Employees shall receive straight time for all hours worked within their normal shift time when worked on a calamity day in addition to their regular pay for said day. Employees shall receive time and one-half for all hours worked on a holiday in addition to their regular pay for said day.
2. Employees called in after finishing their regular work days or on days not scheduled to work shall be guaranteed a minimum of two (2) hours pay.
3. Employees reporting to work who are sent home due to epidemic or declared calamity day shall be paid two (2) hours report pay.
4. When additional work is needed during the school year, or when employees are absent, during the school year, prior to using a substitute, one attempt will be made (to the number provided by the employee) to contact those qualified employees who have submitted to the appropriate Supervisor written notice of their interest to work. Employees who qualify to work such time and refuse five (5) times, shall be removed from rotation for the remainder of the school year. This will not obligate the Board to schedule any overtime. Employees will be called from this list according to seniority within the building.

Employees must be available to work entire time needed to qualify for additional work.

If an employee is inadvertently skipped in this process, that employee shall be called first in the next rotation.

5. If any overtime or extra work is to be offered, it will be rotated by seniority within the classification series. All classification series will rotate overtime and extra work within their building first. Maintenance personnel are excluded from a rotation requirement, but a good faith effort will be attempted to equalize overtime.
6. Employees who are assigned to substitute in another classification series shall receive the following rate of pay: ten percent (10%) above current substitute rate.
7. Bargaining unit members sub bus-driving will be paid at Step 0 of the Driver rate.

T. Leave of Absence

1. Leaves of absence shall be authorized by the Board of Education upon the recommendation of the Superintendent for employees unable to work due to medical reasons.
2. Unauthorized absence from duty following the expiration of a leave of absence from duty or a renewal, thereof, or failure to comply with the provision of the leave shall constitute grounds which may be considered by the Board of Education as the sole reason for termination of employment.
3. The application for leave of absence or renewal thereof, must be made in writing to the Superintendent and must be accompanied by supporting medical statements. Such leave may not exceed twenty-four (24) months.
4. The employee shall give ten (10) working days notice to the Treasurer prior to returning to work from a leave of absence. Such notice shall also include a release from the employee's doctor stating that the employee is medically authorized to return to work.
5. Leave may be granted only after the employee has utilized all available sick leave.
6. Leave may only be granted to employees who have completed their initial sixty (60) work day probationary period.
7. Any employee who has been granted a medical leave of absence shall be able to purchase group medical insurance benefits at the rate the Board purchases said benefits for a period of two years from the date the leave was granted. The employee must pay the premium by the first of the month or the insurance shall be terminated.
8. In the event of an illness where the employee has obtained a medical leave from the Board, the Board will maintain insurance coverage for an employee for up to two (2) months subject to the following conditions:
 - a. The employee must have used all accumulated sick leave.
 - b. The employee must have served the school system for ten (10) years.
 - c. The employee must have been enrolled in the Board's insurance program prior to the illness/approved medical leave.
9. The Board shall recognize and comply with the Family and Medical Leave Act of 1993.
10. Short term unpaid leaves of absence may be granted to employees upon approval of the superintendent. Employees may be granted up to 5 unpaid days per contract year so long as the employee has completed their initial sixty (60) work day probationary period. Additional days may be granted by the Superintendent on a case by case basis. The decision to grant or not grant short term unpaid leave shall not be grievable under Article 12 (Grievance Procedure) of the negotiated agreement.

U. Worker's Compensation Insurance Provision

Any employee who becomes disabled during the course of and arising out of his/her employment shall continue receiving his/her regular insurance benefits for a period not to exceed nine (9) months from the date of the injury or illness.

1. Disabled is defined as the employee being eligible, under the Bureau of Workers Compensation rules, to receive temporary/total disability.
2. Regular insurance benefits are those insurance benefits in effect for the employee and/or family on the date that the employee becomes temporarily/totally disabled. The employee shall be required to pay deductions as defined in Article 21.
3. An employee may elect to utilize sick pay benefits or apply for Worker's Compensation lost time benefits and the selection of either by the employee shall not affect the above provisions.

V. Union Business Days

An aggregate total of six (6) work days shall be provided to the Union for conducting Union business upon approval of the Superintendent or his/her designee.

W. Residence, Physicals and Certification

1. Employees who reside outside the Norton City School District may enroll their children in the Norton City Schools with no charge for tuition.
2. The Board will pay for bus drivers' physicals, driver abstracts, required licenses (excluding drivers licenses) and/or any certification required as a condition of continuing employment.
 - a. Employees will receive CDL reimbursements for the difference of cost between the driver's current CDL and regular driver's license. Reimbursement is subject to employees following these procedures:
 - 1.) Bus drivers must submit a written request for reimbursement to the Transportation Supervisor *before* renewal. Upon the written request, the Transportation Supervisor will generate a purchase order to reimburse the employee.
 - 2.) After purchasing the CDL renewal, the employee must obtain a receipt of proof of payment from the Driver's License Bureau.
 - 3.) Submit the receipt with an approved expense voucher to the Treasurer's office within 90 calendar days from the renewal purchase date.
 - b. Failure to follow the above guidelines and submit within 90 calendar days will result in the employee waiving reimbursement.

X. Jury Duty

An employee required to perform jury duty shall be paid the difference between his/her regular pay and compensation received for jury duty for each working day of jury duty. The employee shall pay the school district the compensation he/she received less amount for expenses, e.g., travel, parking and food.

Y. Assault Leave

Employees are entitled to assault leave when they are unable to work because of an assault which occurs in the course of their employment. The employee will be maintained on full pay status during the period of such absence providing:

1. The employee applies for and is granted assault leave.
2. Documentation from a doctor or dentist stating the nature of the injury is presented to the employee's supervisor.
3. The employee files for Workers' Compensation. If Workers' Compensation is approved, the employer shall pay the difference between the Workers' Compensation and the employee's regular wages.
4. Leave granted under this provision shall not be charged to sick leave or any other leave up to a maximum of 15 work days. After that time, the employee's absence shall be treated like any other absence.

ARTICLE 22. – WAGES

- A. Attached is a wage schedule for the term of this Agreement, July 1, 2018, through June 30, 2020; July 1, 2018 through June 30, 2019 zero percent (0%) wage increase.
- B. Should any bargaining unit receive any salary/wage increases in excess of that negotiated for Local 167 then same shall be offered to OAPSE Local 167.

Note: Cook I and Cook II positions will be created where the wage rate of Cook I will be five cents (\$.05) more than Cook II.

ARTICLE 23. – ATTENDANCE INCENTIVE

- A. Nine (9) and ten (10) month employees will receive additional pay at the end of the contract year if no sick leave and two (2) personal days have not been used. Nine (9) and ten (10) month Employees shall have the choice of being paid at the end of the school year in which the incentive was earned or at the end of the calendar year in which it was earned. Requests to be paid at the end of the calendar year must be made in writing to the treasurer's office by May 31st of each year or else the payment will be made at the end of the current school year. Such pay will be based on the following conditions.

9 and 10 Month Employees

1 st year	2 extra days pay
2 nd consecutive year	3 extra days pay
3 rd consecutive year	4 extra days pay

- B. Twelve month employees will receive additional pay at the end of the contract year if no sick leave and one (1) personal day has not been used. Such pay will be based on the following conditions.

12 Month Employees

1 st year	3 extra days pay
2 nd consecutive year	4 extra days pay
3 rd consecutive year	choice of 5 extra days pay or 5 non-instructional days off with pay

- C. Exclusions:

Death of a mother/father/son/daughter/spouse
Donated sick leave days

- D. The only way that the perfect attendance incentive will be awarded is extra pay or as paid time off. Twelve (12) month Employees who qualify for attendance incentive in the third consecutive year, shall have the choice of being paid at the end of the current school year or take five (5) additional non-instructional days off with pay within 12 months of the day in which they qualified for such time off. Requests to utilize paid non-instructional days off shall be made in writing to the Treasurer's office by May 31st of the calendar year in which it is earned or else the employee will be paid at the end of the school year in which it was earned.
- E. Paid time off shall not be taken in less than one (1) day increments.

ARTICLE 24. – SEVERANCE PAY

- A. An employee may elect, at the time of acceptance for retirement by the SERS to receive severance pay if he/she has at least eight (8) years of regular service in the Norton City School District and his/her date of retirement is within one (1) year of his/her last day of service with the district.
- B. Each employee who qualifies shall receive thirty percent (30%) of his/her accrued but unused sick leave credit up to a maximum of two hundred ten (210) days.

Payment shall be based on the daily rate of pay at the time of retirement and shall not exceed the limits above. Payment under this provision shall eliminate all sick leave credit. No employee shall receive more than one payment.

ARTICLE 25. – EMPLOYEE DISCIPLINE

- A. The following are guidelines for progressive disciplinary action which shall be used for employee job performance deficiencies and/or unacceptable employee conduct, standards or practices. No employee shall be disciplined, suspended or discharged without just cause.

Step 1 Informal Verbal Warning

Verbal notification to the employee.

An informal verbal warning shall be given to the employee within five (5) working days (unless mutually extended in writing) from the date on which the supervisor reasonably could have known of the incident. Informal verbal warning's shall be documented in writing by the immediate supervisor, placed in the employee's personnel file (in accordance with Article 26) and a copy to the employee. The legitimacy of any verbal warning shall be reviewed by the Superintendent/designee prior to its issuance to the employee.

Step 2 Reprimand

Written reprimand by the immediate supervisor, placed in the employee's personnel file (in accordance with Article 26) and a copy to the employee.

Step 3 1 Day Suspension

Penalty of one day suspension with loss of pay may be given with the approval of the Superintendent/designee. Copy of the suspension to the immediate supervisor, personnel file (in accordance with Article 26) and the employee.

Step 4 3 Day Suspension

Penalty of up to three (3) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent/designee approval. Written copy to the immediate supervisor, personnel file (in accordance with Article 26) and the employee.

Step 5 Termination of Employment Contract

Termination shall be by the Board.

- B. Reprimands and any other documentation associated with the disciplinary action will be given a higher consideration for removal from the employee's personnel file if no other informal verbal warnings, written reprimands and/or suspensions are received by the employee within thirty-six (36) months from the date the reprimand was given.
- C. Depending upon the severity of the offense/violation of which discipline is deemed necessary, (a suspendable or terminable offense), disciplinary action may be initiated at a

higher step by the Superintendent/designee. Alternately, an offense/violation which is deemed to be minor may be disciplined at a lower level than required under this provision.

- D. Members of the bargaining unit shall have the right to be represented by the Union at discipline hearings with the Administration.
- E. All disciplinary measures taken against members of the bargaining unit, including discharge, shall be subject to this contractual provision and the grievance procedure included in this Agreement and shall not be subject to appeal to the Civil Service Commission or the courts.

ARTICLE 26. – EMPLOYEE RIGHTS

- A. There shall be a probationary period of sixty (60) scheduled work days for employees. During such time, a new employee shall have no seniority rights, and his/her qualifications to do the work required and his/her discharge or layoff for any reason shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond the sixty (60) scheduled work day period shall have their seniority computed as of their first day of actual work in an open bargaining position.
- B. Employees shall have the right to review their Board of Education official personnel file maintained at the Board office.
 - 1. Personnel files shall be reviewed in the presence of the Superintendent or designee at a time arranged by the Superintendent or designee and the employee.
 - 2. A representative of the Association may accompany the employee at the employee's request.
 - 3. An employee may obtain a copy of material in the personnel file at cost.
 - 4. A copy of the evaluation form concerning the employee's performance shall be given to him/her within ten (10) work days after such evaluation is made.
 - 5. Employees shall have the opportunity to read any material, which may be considered derogatory to the employee's conduct, service, character or personality before it is dated and placed in the personnel file. The employee shall acknowledge that he/she has the material by affixing his/her signature to the copy to be filed and a copy shall be given to the employee. The signature shall not indicate agreement with the contents of the material, but indicates only that the material has been inspected by the employee. Any member of the bargaining unit shall have the right to submit a written answer to any material placed in the employee's personnel file subsequent to employment and his/her answer shall be attached to the file copy.
 - 6. Each employee shall have the right, upon request, to review the contents of his/her own personnel file by making reasonable and mutually convenient arrangements in

advance. At such time, an employee can request documents to be removed from his/her own personnel file that are obsolete or otherwise inappropriate for retention. Such request can only occur once every calendar year. Said documents shall be reviewed by an appropriate member of the administrative staff and if they agree, shall be removed.

7. Anonymous letters shall not be placed in an employee's personnel file.
- C. The Board and the Association recognize and agree that all bargaining unit employees shall have the right to join, participate in and assist the Association and the right to refrain from such membership or activities. Membership in the Association shall not be a condition of employment.
- D. The parties ascribe to non-discrimination because of age, religion, ancestry, sex, race, national origin, color or disability.
- E. Employees who have been required to submit to drug and/or alcohol testing shall receive written notification of the results.

ARTICLE 27. – SAFETY

- A. The Board shall provide safe and healthful working conditions for all members of the bargaining unit to the degree that they can control the conditions, where members have assigned responsibilities. This safety provision does not extend to an employee's property on or off the district's premises.
- B. Anyone who has concerns regarding health and safety shall bring their concerns to the immediate attention of the person responsible for the supposed violation.
- C. Adequate first-aid supplies shall be provided by the Board.
- D. Board policy on dispensing medication shall be posted prominently in each office staffed by bargaining unit secretaries.

ARTICLE 28. – NO STRIKE CLAUSE

- A. The Association and any and all of its members shall not cause, engage in or sanction any strike, slowdown, or any other such concerted action.
- B. The Board shall not engage in any lock-out of employees in this bargaining unit.

ARTICLE 29. – ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 30. – CONFERENCES

Whenever employees are required to stay over or come in early for parent conferences or court appearances they shall be paid at their regular rate of pay for all hours. If employees are required to attend conferences or appear in court at other times, they shall be paid a minimum of two (2) hours at their regular rate of pay.

ARTICLE 31. – PAY DATES

- A. All twelve (12) month employees shall be paid over twenty-six (26) pay periods every other Friday. Other employees shall be paid as they work with no pro-ration over twelve months.
- B. All employees shall be required to utilize time cards.
- C. Direct deposit of pay shall be mandatory for all employees effective January 1, 2012. Printed deposit receipts will be provided by the Treasurer to all employees for each payroll deposit, except for employees who request to have their receipts e-mailed.
- D. The Norton City Board of Education hereby agrees that errors in pay of employees in the OAPSE/AFSCME Local #167 bargaining unit, of ten percent (10%) or more shall be corrected within seventy-two (72) hours of notification to the Treasurer's office. Note: Payroll errors of ten (10%) percent or greater of the employee's anticipated pay for the two week period (including OT and field trips).

ARTICLE 32. – WAIVER OF NEGOTIATIONS

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter which may not have been within the knowledge or contemplation of either or both; provided, however, that this article does not waive the right of the Union to notice and an opportunity to bargain over the effect of any change in wages, hours or other terms of conditions of employment which the Board may make during the term of this Agreement if the change is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 33. – TWO JOBS

Employees may hold two (2) jobs subject to the following conditions:

1. The employee must qualify for the second job through the job bid procedure of Article 13.
2. The employee’s combined regular hours shall not exceed forty (40) per week.
3. That one job may not be curtailed, shortened or done at another time because of the duties or requirements of the other job.
4. Requests for personal leave shall be submitted to the supervisor on the job with the greatest number of hours. The other supervisor shall be notified verbally.
5. The Board shall require the use of time clocks for bargaining unit employees.

ARTICLE 34. – TRANSPORTATION FLEET WASHING

- A. Washing the transportation fleet during the school year shall be rotated among the regular bus drivers, who indicate an interest. Pay for washing vehicles at the “0” step of the Bus Driver rate of pay.
- B. Fleet washing will be done on an “as needed” basis on Fridays and Saturdays utilizing up to two (2) bus drivers at a time. Under this provision the employee shall not be offered work which would cause the employee to exceed forty (40) hours per pay week. If the administration approves overtime for bus washing such time shall be offered to employees who indicated an interest.

ARTICLE 35. – SUMMER WORK/SUMMER RATE FOR 9 & 10 MONTH EMPLOYEES

- A. Summer work positions that are approved by the Board shall be offered to employees by district wide seniority. Employees wishing to work in a summer position shall submit their names to the Superintendent/designee by April 1st of each year. The Board will provide to the OAPSE President a list of employees (by seniority) who applied for summer positions on or before May 1 of each year. A list of all available summer positions shall be offered to each employee who shall select a summer position in order of seniority. Once the employee selects a summer position, he/she shall not have the right to select any other position which may come open and must remain in that assignment for the duration of the summer (contingent upon satisfactory performance) or until the job is completed. Employees who finish their job early shall be offered reassignment to another position, or the employee may choose not to accept other duties and end their summer work early.

- B. The bus garage requires CDL employees. Management has the right to assign up to two (2) CDL employees from the list that have the lowest seniority, if no one with higher seniority selects the bus garage assignment. If no one on the list is a CDL employee, management may assign non-bargaining unit CDL members to the bus garage. If there are no non-bargaining unit CDL members available the selection process returns to the summer work seniority list.
- C. Any employee who wants the option to job share a summer work position must state so when they submit their name to the Superintendent/designee. At the time of selection those employees who choose this option shall be placed on the seniority list of the lesser senior of the two employees sharing.
- D. If the Board approves the use of summer help, the rate for bargaining unit members will be ten percent (10%) above the current substitute rate.
- E. The Board has the right to have the employee demonstrate their ability to do the work assignment prior to beginning their summer work assignment.
- F. Employees will not be allowed to apply for the summer grounds keeper position unless they are available for the entire assignment. An employee, who is ineligible for this reason, will not lose their place in seniority for any other summer positions.

ARTICLE 36. – AFSCME PEOPLE

- A. The Board shall provide payroll deduction for all bargaining unit members who wish to participate in AFSCME PEOPLE provided a minimum of five bargaining unit members apply for the deduction.
- B. Such deductions will be pursuant to written authorization executed by the employee which may be revoked at any time and will only be continued as long as there are at least five participants.
- C. Deductions shall be made from each pay and remitted to the Union with an itemized statement showing the name of each employee authorizing the deduction and the amount deducted.

ARTICLE 37. – DRUG FREE WORKPLACE PROGRAM

The Norton Board of Education proposes to implement a Drug Free Workplace Program (DFWP) (DATED 5-12-04) that meets all the requirements of the Bureau of Workers Compensation (BWC) Level One Drug Free Workplace Program subject to the following conditions:

1. A mutually agreed upon written policy that meets all BWC requirements and there shall be no changes to the policy unless first negotiated with OAPSE. All newly hired

employees shall sign for and receive a copy of the Level One written policy on or before their first day of actual work in an open bargaining unit position (seniority date.)

2. OAPSE will be given a list of all trained supervisors.
3. The terms and conditions of the Level One DFWP will expire at the end of the contract period unless it is universally applied to all Norton City Schools employees.
4. The terms and conditions of the Level One DFWP will begin with the commencement of this contract. A Level Two or Three program will only be implemented for all OAPSE employees when OAPSE has reviewed the program requirements, it is universally applied to all Norton City Schools employees, and the program has met all BWC requirements.
5. Prior to approval of a written policy, OAPSE and BOE will agree on a) the .04 positive cut-off level, b) language requiring union representation before any reasonable suspicion test is performed, c) language indicating that a refusal to go for a drug and alcohol test when directed will be considered a positive test result.
6. All employees who are required to hold a CDL as a condition of employment will be exempt from this program at Level Two or Three since those employees are already subject to Federal CDL Drug/Alcohol testing.
7. Progressive discipline up to and including just-cause termination for positive test results.
8. Administrators and OAPSE employees who regularly operate a Board-owned vehicle (truck, van, tractor, etc.) will be required to participate in Level II random testing. Individuals who are required to participate shall be notified of the requirement and shall sign for and be given the Level Two written policy.

ARTICLE 38. – SPECIAL EDUCATION ASSISTANTS II

- A. Notwithstanding anything to the contrary in this Agreement, the Board and the Association agree to certain specific rules concerning assignment of Special Educational II employees.
 1. Special Educational II employees shall be placed in one of three tiers: Tier One, full time and work six or more hours per day; Tier Two, part-time and assigned to work from four hours up to six hours per day; and Tier Three, part-time and assigned to work less than four hours per day.
 2. a. Tier One employees shall not be assigned less than six hours per day except as part of a reduction in force. Tier One positions are not assigned yearly nor can their hours be adjusted except as specified in Article 15 (involuntary hour reduction) and Article 13 (Seniority and Bid Procedure) Subsection E.

- b. Tier Two employees shall be assigned from four hours up to six hours per day, and Tier Three employees shall be assigned less than four hours per day. Hours within these ranges may be adjusted throughout the school year within their respective Tiers based on needs of the District.
 - c. Tier Two and Tier Three employees shall be given an annual written notice of assignment and expected hours for each assigned position by August 15 of each school year. In consideration of this flexibility in scheduling, Tier Two employees shall be paid an additional hourly increment of thirty-five cents (\$.35).
 - d. Tier Three employees hired prior to July 1, 2011, shall be grandfathered from all provisions of this article except bumping order as stated in section three (3) below.
 - e. Whenever the addition of hours causes a position to fall into the hours of a higher tier, that position must be posted and bid upon in accordance with Article 13 (Seniority Bid Procedure).
3. In the event of a reduction in force of a Tier One position, the affected Tier One employee may displace the least senior Tier One employee. That least senior Tier One employee may in turn displace the least senior Tier Two employee, who in turn may displace the least senior Tier Three employee.
- B. This article is intended to supersede or modify (where applicable) provisions in this Agreement, specifically Article 13 (Seniority and Bid Procedure) Article 14 (Layoff and Recall), and Article 15 (Involuntary Hour Reduction) for Special Education II employees.

APPENDIX 1-A

Classifications within Norton City School District

1. Secretarial Series
 - a. School Secretary
 - Part-Time Secretary
 - b. School Secretary/Office Assistant
 - Part-Time School Secretary/Office Assistant

2. Cafeteria Series
 - a. Manager/Head Cook - High School, Middle School, Elementary School
 - b. Manager/Head Cook – Primary School
 - c. Cook I
 - Part-time Cook I
 - d. Cook II
 - Part-time Cook II

3. Custodial Series
 - a. Head/Day Custodian - High School, Middle School, Elementary School
 - b. Head/Day Custodian – Primary School
 - c. Custodian
 - Part-time Custodian

4. Maintenance Series
 - a. Maintenance I
 - b. Maintenance II
 - 9 month Maintenance II

5. Garage Series
 - a. Head Vehicle Mechanic
 - b. Vehicle Mechanic
 - c. Vehicle Mechanic Helper

6. Educational Assistants Series
 - a. Special Educational I
 - MD Assistant
 - SED Assistant
 - SED/MD Bus Assistant
 - b. Special Educational II
 - Classroom
 - c. Educational Assistant
 - Monitor
 - Playground

7. Technology Series
 - a. Technology Support Specialist
 - b. Media/Technology Center Assistant
 - c. Library Assistant

 8. Central Receiving Series
 - a. Central Receiving I
 - b. Central Receiving II

 9. Educational Interpreter Series
 - a. Educational Interpreter

 10. Transportation Assistant
 - a. Full-Time Transportation Assistant
 - b. Part-Time Transportation Assistant

 11. Bus Driver Series
 - a. Special Needs Bus Driver
 - b. Regular Bus Driver
- Signifies equal classification within the classification series.

APPENDIX 1-B

Work Days/Work Hours

1. Secretarial Classification Series

- a. School Secretary
 - Part-Time Secretary
- b. School Secretary/Office Assistant
 - Part-Time School Secretary/Office Assistant

High School

- 12 months/8 hours per day during school year, 6 hours daily during summer + paid holidays
- 180 days + paid holidays + 10 days
7.5 hours daily

Athletic Department

180 days + paid holidays + 16 days
7.5 hours daily

Guidance

180 days + paid holidays + 16 days
7.5 hours daily

Middle School

- 180 days + paid holidays + 4 weeks
8 hours daily
- 180 days + paid holidays + 2 weeks
7.5 hours daily

Elementary and Primary Schools

180 days + paid holidays + 20 days
7 hours daily

Secretary/Office Assistant

- 180 days + paid holidays + 10 days
7.5 hours per day
- Part-Time School Secretary/Office Assistant
180 days + paid holidays
Up to 5.5 hours per day

2. Cafeteria Classification Series

- a. Manager/Head Cook - High School, Middle School, Elementary School
School year + paid holidays
High School 6.75 hours daily
Middle School 7 hours daily
Elementary School 6.5 hours daily

- b. Manager/Head Cook Primary School
School year + paid holidays
Primary School 6.5 hours daily
- c. Cook I
School year + paid holidays
3.5 hours and over daily
- d. Cook II
School year + paid holidays
Under 3.5 hours daily

- *Note
- 1. All cafeteria personnel shall be required to work two additional days in addition to the above mentioned “school year + paid holidays”. One day shall be the day before school starts and one day after the kitchen closes at or near the end of the school year.
 - 2. All ordering will be done while at work. Head cooks may (upon approval of their supervisor) request additional ordering time up to two (2) hours per month to be taken on a single day.

3. Custodial Classification Series

- a. Head/Day Custodian – High School, Middle School, Elementary School
 - b. Head/Day Custodian – Primary School
 - c. Custodian
 - Part-time Custodian
- 12 months
8 hours daily (with exception of part-time)

Note: Custodians working less than 40 hours per week during the school year will work 40 hours per week during the summer.

4. Maintenance Classification Series

- a. Maintenance I
 - b. Maintenance II
(Maintenance Trainee – 90-day probationary period before becoming Maintenance II)
- 12 months
8 hours daily
- Maintenance II
9 months (180 days) (March – November) + holidays (Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, plus 5 floating holidays)
8 hours daily

5. Garage Classification Series

- a. Head Vehicle Mechanic
 - b. Vehicle Mechanic
 - c. Vehicle Mechanic Helper
- 12 months
8 hours daily

6. Educational Assistant Classification Series
 - a. Special Educational I
 - MD Assistant
 - SED Assistant
 - SED/MD Bus Assistant
 - b. Special Educational II
 - Classroom
 - c. Educational Assistant
 - Monitor
 - Playground

School year + paid holidays + ½ day

7. Technology Classification Series
 - a. Technology Support Specialist

Up to 220 days
8 hours daily
 - b. Media/Technology Center Assistant

School year + paid holidays + 1 week (additional days as needed)
 - c. Library Assistant

School year + paid holidays + 1 week

8. Central Receiving Classification Series
 - a. Central Receiving I

12 months
4 hours daily during school year
8 hours daily during summer
 - b. Central Receiving II

12 months
5.5 hours daily

9. Educational Interpreter Classification Series
 - a. Educational Interpreter

School year + paid holidays

10. Transportation Assistant Classification Series
 - a. Full-Time Transportation Assistant

12 months + paid holidays
8 hours daily

 - Part-Time Transportation Assistant

12 months + paid holidays
5.5 hours daily

11. Bus Driver Classification Series

- a. Special Needs Bus Driver (minimum 7.5 hours Monday thru Thursday)
(minimum 5.5 hours on days when there is no preschool)
 - Part-Time Special Needs Route (minimum 4 hours daily)
- b. Regular Bus Driver (minimum 4.5 hours daily)
- c. Regular Bus Driver/Voc Ed (minimum 3.5 hours daily)

School year + paid holidays

On-Bus (O.B.I.) Instructor shall be on an as needed basis and shall be paid in accordance with the OAPSE salary schedule.

12. All nine (9) and ten (10) month employees will be offered one (1) additional regular work day per contract year, above the minimum work year specified in this Appendix. This additional work day is voluntary and must be worked to receive payment. The Superintendent/designee shall control the scheduling of the voluntary work day, and designate the work to be done.

APPENDIX 2

Benefit Summary – Medical/Prescription

Blue Access (PPO)

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$1,100/\$2,200 (see wellness)	\$1,400/\$2,800
Out-of-Pocket Limit (Single/Family)	\$1,900/\$3,800	\$2,800/\$5,600
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP)	\$30 \$40	30%
Including Office Surgeries and allergy serum: allergy injections (PCP and SCP) allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	\$10 10% 10%	30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care Emergency Room Services facility/other covered services (copayment waived if admitted) Urgent Care Center Services MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products Allergy injections Allergy testing	\$150 \$40 10% \$10 10%	\$150 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Blue 5.0		
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 120 days for skilled nursing facility	10%	30%

Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services	10% 10% 10%	30% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 30 visits Speech therapy: 30 visits	\$30 \$40 10%	30% 30% 30%
Accidental Dental: unlimited	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse ² Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	10% 10% \$30 \$30 10%	30% 30% 30% 30% 30%
Human Organ and Tissue Transplants ³ Acquisition and transplant procedures, harvest and storage.	10%	30%

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 Network Retail Pharmacies: (30-day supply) Anthem Rx Direct Mail Service: (90-day supply) Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$25/\$50/10% max \$1500/year \$20/\$50/\$100 Out of Pocket Limit: None	50%, min \$30 ⁵ Not covered
Lifetime Maximum	Unlimited	Unlimited

Notes:

Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies

Network and Non-network deductibles and coinsurance and out-of-pocket maximums accumulate towards each other.

Dependent Age: to end of the month which the child attains age 26 6

When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections

No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.

PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.

SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.

Benefit period = calendar year

Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.

Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Benefit Summary - Dental

Annual Deductible Individual/Family Combined In and Out of Network	\$50 Individual / \$100 Family	
Annual Maximum	\$ 1,500	
Maximum Carryover Provision	Not Included	
Out of Network Reimbursement	90 th percentile	
Services	PPO Dentists (In-network)	Non-PPO (Out-of-network)
Diagnostic and preventive <ul style="list-style-type: none"> ● Oral evaluations, x-rays, Cleanings ● Sealants and fluoride, Space maintainers 	NCS/No deductible	NCS/No deductible
Minor restorative <ul style="list-style-type: none"> ● Emergency palliative pain treatment ● Amalgam restorations (fillings), Composite restoration (fillings) ● Sedative fillings 	30% after deductible	30% after deductible
Oral surgery <ul style="list-style-type: none"> ● Simple extractions, Removal of impacted teeth, General anesthesia 	30% after deductible	30% after deductible
Endodontic services <ul style="list-style-type: none"> ● Root Canal Therapy, Therapeutic pulpotomy, Direct pulp capping 	30% after deductible	30% after deductible
Periodontal services <ul style="list-style-type: none"> ● Scaling and root planing, Gingivectomy, Osseous surgery, Soft tissue grafts 	30% after deductible	30% after deductible
Prosthetic Services <ul style="list-style-type: none"> ● Crowns, Removable complete and partial dentures ● Bridge repair ● Implants ● Missing Teeth 	40% after deductible Not Covered Covered	40% after deductible Not Covered Covered
Orthodontic Services <ul style="list-style-type: none"> ● Examinations, Records ● Tooth guidance, Repositioning (straightening) of the teeth 	40%/No deductible	40%/No deductible
Orthodontic Maximum	\$1,500	
Orthodontic Age Limit	Adult & Child to Age 19	

Limitations — Below is a partial listing of some of the limitations. Please see Certificate for full list:

- Oral Evaluations. Limited to two per year.
- Prophylaxis or Periodontal Maintenance Procedure. Limited to two treatments per year, singly or in combination.
- Fluoride treatments. Limited to two per year for children up to age 19.
- X-rays. Limited to one set of full-mouth x-rays or its equivalent once every five years. Periapical x-rays are limited to 4 films per year.
- Bitewing X-rays. Limited to one set of up to 4 films twice per year to age 19 and once per year thereafter.
- Sealants. Limited to children under 16 years of age for permanent unrestored first and second molars. Treatment is limited to two applications per tooth per lifetime.
- Space Maintainers. Limited to once per quadrant per lifetime for children up to age 16. Includes all adjustments within six months of placement.
- Palliative Emergency Treatment. Limited to twice per year.
- Sedative Filling Limited to once per tooth in any 24-month period.
- Amalgam or Composite Resin Restorations (fillings). Limited to once per surface per tooth every 24 months.
- Periodontal Scaling and Root Planing. Limited to once per quadrant every 24 months.
- Periodontal Surgery. Limited to once per quadrant in any three years.
- Crown Lengthening. Limited to once per tooth per lifetime.
- Root Canal Therapy. Root canal therapy limited to one initial treatment per tooth and one retreatment per tooth – for permanent teeth only.
- General Anesthesia. Covered only when used in conjunction with covered oral surgical procedures.

**Exclusions — Below is a partial listing of non-covered services.
Please see Certificate for full list:**

- Experimental or investigative procedures
- Cosmetic dentistry
- Procedures requiring appliances or restorations to alter, restore or maintain occlusion
- Harmful habit appliances
- Charges for lost or stolen dentures or appliances or for a duplicate prosthetic device or appliance
- Prescribed drugs, pre-medication or analgesia (includes nitrous oxide)
- Charges for the extraction of immature erupting third molars and nonpathologic, asymptomatic third molars
- Malignancies and neoplasms and the removal of tumors, cysts, and foreign bodies
- Charges for tobacco counseling, oral hygiene instruction, dietary planning or behavior management
- Treatment for temporomandibular joint disorder (TMJ)
- Occlusal guards, adjustments
- Hospital costs
- Replacement of teeth missing prior to coverage under this Plan
- Services or treatments that are not medically necessary
- Charges for missed or cancelled appointments
- Prosthodontic services unless specifically included under Covered Services
- Orthodontic services unless specifically included under Covered Services

Benefit Summary – Vision

Covered Benefits	Network	Non-Network
Vision Examination Including dilation and refraction as needed Covered once every 12 months	\$20 copayment	Up to \$42
Prescription Lenses (Pair) <ul style="list-style-type: none"> Standard plastic lenses up to 55mm; and all ranges of prescriptions Covered once every 24 months <ul style="list-style-type: none"> Single Vision Lenses (pair) Bifocal Lenses (Pair) Trifocal Lenses (Pair) 	\$20 copayment	Up to \$40 Up to \$60 Up to \$80
Frames <ul style="list-style-type: none"> Covered one every 24 months 	No copayment, up to \$130 retail value	Up to \$45
Contact Lenses (in lieu of frame and lens benefits) Covered one every 24 months <ul style="list-style-type: none"> Contact Lenses (Elective) Contact Lenses (Non-Elective) 	No copayment, up to \$130 retail value No copayment	Up to \$105 Up to \$210
Lens Options <ul style="list-style-type: none"> UV Coating <ul style="list-style-type: none"> Tint (Solid & Gradient) Standard Scratch-Resistance Standard Polycarbonate Standard Progressive (Add-on to bifocal copayment) Standard Anti-Reflective Coating Other Add-ons and Services 	\$15 \$15 \$15 \$40 \$65 \$45 20% off retail	Discounts on lens option upgrades are not available out-of-network.

Wellness

Beginning with the 2013/2014 contract year, the district's existing voluntary wellness program will be expanded. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The district's objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program will include the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:
 - Non-smoker or participation in a smoking cessation program
 - Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
 - Body Mass Index (BMI)
 - Blood Pressure (BP)
- (2) Effective January 1, 2014, employees who voluntarily participated in the 2013 onsite biometric screening or physician directed preventive exam earn health credits applicable to the 2014 calendar year. The value of health credits in the 2014 calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician directed preventive exam. Single enrollees shall earn a health credit of \$800 against their calendar year deductible. Family enrollees shall earn a health credit of \$1600 against their deductible. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2014 calendar year.
- (3) Effective January 1, 2015, employees who voluntarily participated in the 2014 onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits. The value of health credits in the 2015 calendar year will be based on five key biometric components. Each component shall be equal to a credit value of \$160 for single enrollees or \$320 for family enrollees. In no event will the total value of credits exceed \$800 for a single enrollee or \$1600 for a family enrollee. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2015 calendar year.

Beginning in 2015 and applicable for each subsequent calendar year, credits shall be issued subject to the terms and conditions outlined herein, credits shall be provided on the following basis:

- Participation in the immediately preceding period's (i.e., fall 2014 for 2015) onsite biometrics initiative or physician directed preventive exam shall be worth \$160/single or \$320/family.

- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$160/single or \$320/family.
 - Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
 - Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
 - Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over the prior year's blood pressure provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$160/single or \$320/family.
- (4) For each year after 2015, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year. The application of credits and operation of the program will remain as outlined for the 2015 calendar year.

Modifications to the Plan

It is the intent of the parties that modifications to the plan are issued in conjunction with the bargaining unit's ability to earn deductible credits as stated above.

The Summary of Benefits effective July 1, 2013 shall be modified in compliance with the carrier's standard modification procedure to include the following effective July 1, 2013:

- The plan outlined Preventive care examinations, as outlined by the United States Preventive Services Task Force (USPSTF), shall be covered at 100% without any cost sharing when performed by a PPO network provider.

ASSIGNMENT	STEP 0	STEP 1	STEP 2	STEP 3	+ .15 STEP 4	+ .15 STEP 5	+ .15 STEP 6	+ .15 STEP 8	+ .15 STEP 10	+ .15 STEP 13	+ .15 STEP 15	+ .15 STEP 20	+ .15 STEP 25	1.1% STEP 28	+ .15 STEP 30
1. SECRETARY															
a. Secretary	14.18	14.60	15.14	15.73	15.88	16.03	16.18	16.33	16.48	16.63	16.78	16.93	17.08	17.27	17.42
b. Secretary/Office Assist	12.95	13.39	13.89	14.44	14.59	14.74	14.89	15.04	15.19	15.34	15.49	15.64	15.79	15.96	16.11
2. COOK															
a. Mgr./ H.S/M.S/ES Head Cook	13.53	14.06	14.71	15.21	15.36	15.51	15.66	15.81	15.96	16.11	16.26	16.41	16.56	16.74	16.89
b. Mgr./ Prim Head Cook	13.29	13.82	14.48	15.02	15.17	15.32	15.47	15.62	15.77	15.92	16.07	16.22	16.37	16.55	16.70
c. Cook I	11.90	12.45	13.15	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.22	15.37
d. Cook II	11.85	12.40	13.10	13.65	13.80	13.95	14.10	14.25	14.40	14.55	14.70	14.85	15.00	15.17	15.32
3. CUSTODIAN															
a. Head/Day Cust HS/MS/ES	16.95	17.70	18.25	18.77	18.92	19.07	19.22	19.37	19.52	19.67	19.82	19.97	20.12	20.34	20.49
b. Head/Day Custodian Prim	16.68	17.41	18.00	18.50	18.65	18.80	18.95	19.10	19.25	19.40	19.55	19.70	19.85	20.07	20.22
c. Custodian	16.27	16.95	17.51	18.02	18.17	18.32	18.47	18.62	18.77	18.92	19.07	19.22	19.37	19.58	19.73
4. MAINTENANCE															
a. Maintenance I	19.11	19.72	20.34	20.77	20.92	21.07	21.22	21.37	21.52	21.67	21.82	21.97	22.12	22.36	22.51
b. Maintenance II	18.54	19.03	19.72	20.34	20.49	20.64	20.79	20.94	21.09	21.24	21.39	21.54	21.69	21.93	22.08
5. GARAGE															
a. Head Vehicle Mechanic	19.63	20.24	20.89	21.30	21.45	21.60	21.75	21.90	22.05	22.20	22.35	22.50	22.65	22.90	23.05
b. Vehicle Mechanic	19.11	19.72	20.34	20.77	20.92	21.07	21.22	21.37	21.52	21.67	21.82	21.97	22.12	22.36	22.51
c. Helper	18.54	19.03	19.72	20.34	20.49	20.64	20.79	20.94	21.09	21.24	21.39	21.54	21.69	21.93	22.08
6. EDUCATIONAL ASSTS.															
a. Special Education I	13.96	14.53	15.06	15.59	15.74	15.89	16.04	16.19	16.34	16.49	16.64	16.79	16.94	17.13	17.28
b. Special Education II	12.29	12.73	13.18	13.61	13.76	13.91	14.06	14.21	14.36	14.51	14.66	14.81	14.96	15.12	15.27
c. Educational Assistant	11.08	11.55	11.98	12.43	12.58	12.73	12.88	13.03	13.18	13.33	13.48	13.63	13.78	13.93	14.08
7. TECHNOLOGY															
a. Tech Support Specialist	17.52	18.04	18.59	19.16	19.31	19.46	19.61	19.76	19.91	20.06	20.21	20.36	20.51	20.74	20.89
b. Media/Tech Center Asst.	13.59	14.13	14.66	15.14	15.29	15.44	15.59	15.74	15.89	16.04	16.19	16.34	16.49	16.67	16.82
c. Library Assistant	11.08	11.55	11.98	12.43	12.58	12.73	12.88	13.03	13.18	13.33	13.48	13.63	13.78	13.93	14.08
8. CENTRAL RECEIVING															
a. Central Receiving	19.11	19.72	20.34	20.77	20.92	21.07	21.22	21.37	21.52	21.67	21.82	21.97	22.12	22.36	22.51
b. Central Receiving II	18.54	19.03	19.72	20.34	20.49	20.64	20.79	20.94	21.09	21.24	21.39	21.54	21.69	21.93	22.08
9. EDUC. INTERPRETER															
a. Educational Interpreter	22.16	22.37	22.56	22.81	22.96	23.11	23.26	23.41	23.56	23.71	23.86	24.01	24.16	24.43	24.58
10. TRANSPORT ASST															
a. Transport Assistant	15.37	16.36	16.85	17.33	17.48	17.63	17.78	17.93	18.08	18.23	18.38	18.53	18.68	18.89	19.04
11. BUS DRIVER															
a. Special Needs	17.36	18.11	18.70	19.31	19.46	19.61	19.76	19.91	20.06	20.21	20.36	20.51	20.66	20.89	21.04
b. Regular Route	15.80	16.43	17.01	17.55	17.70	17.85	18.00	18.15	18.30	18.45	18.60	18.75	18.90	19.11	19.26
c. On-Bus Instructor	16.45	17.12	17.74	18.33	18.48	18.63	18.78	18.93	19.08	19.23	19.38	19.53	19.68	19.90	20.05
d. Extra Trips	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.85	15.85
NOTE: RATE INCREASES FOR STEPS 1-3 WILL BE EFFECTIVE JULY 1ST.															
RATE INCREASES FOR LONGEVITY (STEPS 4,5,6,8,10,13,15,20,25 & 30) WILL BE EFFECTIVE ON THE DATE EMPLOYEE REACHES SERVICE YEAR REQUIREMENT.															
STEP 28 IS A 1.1% INCREASE OVER STEP 25															

SALARY SCHEDULE

ASSIGNMENT	STEP 0	STEP 1	STEP 2	STEP 3	+ .15 STEP 4	+ .15 STEP 5	+ .15 STEP 6	+ .15 STEP 8	+ .15 STEP 10	+ .15 STEP 13	+ .15 STEP 15	+ .15 STEP 20	+ .15 STEP 25	1.1% STEP 28	+ .15 STEP 30
1. SECRETARY															
a. Secretary	13.90	14.32	14.84	15.42	15.57	15.72	15.87	16.02	16.17	16.32	16.47	16.62	16.77	16.95	17.10
b. Secretary/Office Assist	12.69	13.13	13.61	14.16	14.31	14.46	14.61	14.76	14.91	15.06	15.21	15.36	15.51	15.68	15.83
2. COOK															
a. Mgr./ H.S/M.S/ES Head Cook	13.27	13.78	14.42	14.91	15.06	15.21	15.36	15.51	15.66	15.81	15.96	16.11	16.26	16.44	16.59
b. Mgr./ Prim Head Cook	13.03	13.54	14.20	14.72	14.87	15.02	15.17	15.32	15.47	15.62	15.77	15.92	16.07	16.25	16.40
c. Cook I	11.66	12.21	12.89	13.43	13.58	13.73	13.88	14.03	14.18	14.33	14.48	14.63	14.78	14.64	15.09
d. Cook II	11.61	12.16	12.84	13.38	13.53	13.68	13.83	13.98	14.13	14.28	14.43	14.58	14.73	14.89	15.04
3. CUSTODIAN															
a. Head/Day Cust HS/MS/ES	16.61	17.35	17.89	18.40	18.55	18.70	18.85	19.00	19.15	19.30	19.45	19.60	19.75	19.97	20.12
b. Head/Day Custodian Prim	16.35	17.07	17.64	18.14	18.29	18.44	18.59	18.74	18.89	19.04	19.19	19.34	19.49	19.70	19.85
c. Custodian	15.95	16.61	17.17	17.66	17.81	17.96	18.11	18.26	18.41	18.56	18.71	18.86	19.01	19.22	19.37
4. MAINTENANCE															
a. Maintenance I	18.73	19.33	19.94	20.36	20.51	20.66	20.81	20.96	21.11	21.26	21.41	21.56	21.71	21.95	22.10
b. Maintenance II	18.18	18.65	19.33	19.94	20.09	20.24	20.39	20.54	20.69	20.84	20.99	21.14	21.29	21.52	21.67
5. GARAGE															
a. Head Vehicle Mechanic	19.25	19.84	20.48	20.88	21.03	21.18	21.33	21.48	21.63	21.78	21.93	22.08	22.23	22.47	22.62
b. Vehicle Mechanic	18.73	19.33	19.94	20.36	20.51	20.66	20.81	20.96	21.11	21.26	21.41	21.56	21.71	21.95	22.10
c. Helper	18.18	18.65	19.33	19.94	20.09	20.24	20.39	20.54	20.69	20.84	20.99	21.14	21.29	21.52	21.67
6. EDUCATIONAL ASSTS.															
a. Special Education I	13.68	14.25	14.76	15.29	15.44	15.59	15.74	15.89	16.04	16.19	16.34	16.49	16.64	16.82	16.97
b. Special Education II	12.05	12.48	12.92	13.35	13.50	13.65	13.80	13.95	14.10	14.25	14.40	14.55	14.70	14.86	15.01
c. Educational Assistant	10.86	11.33	11.74	12.19	12.34	12.49	12.64	12.79	12.94	13.09	13.24	13.39	13.54	13.69	13.84
7. TECHNOLOGY															
a. Tech Support Specialist	17.18	17.68	18.23	18.78	18.93	19.08	19.23	19.38	19.53	19.68	19.83	19.98	20.13	20.35	20.50
b. Media/Tech Center Asst.	13.33	13.85	14.37	14.84	14.99	15.14	15.29	15.44	15.59	15.74	15.89	16.04	16.19	16.37	16.52
c. Library Assistant	10.86	11.33	11.74	12.19	12.34	12.49	12.64	12.79	12.94	13.09	13.24	13.39	13.54	13.69	13.84
8. CENTRAL RECEIVING															
a. Central Receiving	18.73	19.33	19.94	20.36	20.51	20.66	20.81	20.96	21.11	21.26	21.41	21.56	21.71	21.95	22.10
b. Central Receiving II	18.18	18.65	19.33	19.94	20.09	20.24	20.39	20.54	20.69	20.84	20.99	21.14	21.29	21.52	21.67
9. EDUC. INTERPRETER															
a. Educational Interpreter	21.72	21.93	22.12	22.36	22.51	22.66	22.81	22.96	23.11	23.26	23.41	23.56	23.71	23.97	24.12
10. TRANSPORT ASST															
a. Transport Assistant	15.07	16.04	16.51	16.99	17.14	17.29	17.44	17.59	17.74	17.89	18.04	18.19	18.34	18.54	18.69
11. BUS DRIVER															
a. Special Needs	17.02	17.75	18.33	18.93	19.08	19.23	19.38	19.53	19.68	19.83	19.98	20.13	20.28	20.50	20.65
b. Regular Route	15.49	16.11	16.67	17.21	17.36	17.51	17.66	17.81	17.96	18.11	18.26	18.41	18.56	18.76	18.91
c. On-Bus Instructor	16.13	16.78	17.39	17.97	18.12	18.27	18.42	18.57	18.72	18.87	19.02	19.17	19.32	19.53	19.68
d. Extra Trips	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.37	15.54	15.54

NOTE: RATE INCREASES FOR STEPS 1-3 WILL BE EFFECTIVE JULY 1ST.
 RATE INCREASES FOR LONGEVITY (STEPS 4,5,6,8,10,13,15,20,25&30) WILL BE EFFECTIVE ON THE DATE EMPLOYEE REACHES SERVICE YEAR REQUIREMENT
 STEP 28 IS A 1.1% INCREASE OVER STEP 25

OAPSE LOCAL 167
OAPSE/AFSCME Local 4/AFL-CIO

Step _____

OFFICIAL GRIEVANCE FORM

Name of Employee: _____ Department _____

Classification: _____

Work Location: _____ Immediate Supervisor: _____

Title: _____

Statement of Grievance:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE LOCAL 167 as my representative to act for me in the disposition of this grievance.

Date: _____ Signature of Employee: _____

Signature of Union Representative: _____ Title: _____

Date presented to Management Representative: _____

Signature _____ Title: _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE Norton City School District Board of Education OAPSE Negotiations

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION

BID TRANSFER MEETING PROXY FORM

Norton City Schools

Date Filed _____

This form must be provided to the Superintendent/designee at least twenty-four (24) hours prior to the Bid Meeting identified below in order for it to be valid. This form may be submitted either in person, or scanned and sent by email, to the Superintendent/designee. This form shall not be valid unless it is signed by the Employee.

Name of Employee: _____ (the "Employee")

Name of Employee's Proxy: _____ (the "Proxy")

Date of Bid Transfer Meeting: _____ (the "Bid Meeting")

The Employee hereby designates the Proxy (who must be a bargaining unit member) to attend the Bid Meeting in place of the Employee and speak and bid on behalf of the Employee for purposes of bidding on vacancies which exist or are created as a result of the Bid Meeting. The Proxy will have full authority to act and bid on behalf of the Employee for the following vacancies (check one):

_____ All vacancies which exist or are created as a result of the Bid Meeting

_____ Only for the following positions if they are or become vacant (identify each vacancy by classification, location and hours):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

List additional positions on the back of this sheet.

By signing this Form, the Employee acknowledges and understands that s/he is authorizing the Proxy to act on the Employees' behalf in choosing whether or not to bid on vacancies at the Bid Meeting, and that the actions of the Proxy in choosing to bid or not bid on a vacant position on behalf of the Employee will be binding upon the Employee. The Employee further understands and agrees that s/he cannot grieve, challenge or otherwise contest any decision pertaining to the award of a vacant position resulting from any action or decision of the Proxy.

Signature of the Employee: _____

Received: Date _____ Superintendent/designee's Signature _____

Copy: OAPSE President

MEMORANDUM OF UNDERSTANDING (Work Week and Overtime)

This memorandum is entered into this 4th day of September, 2013, by and between the Norton City School District Board of Education (hereinafter referred to as the "Board") and the Ohio Association of Public School Employees, Local #167 (hereinafter referred to as the "Association").

WHEREAS, the Board and Association mutually desire to amicably agree to stipulate to the following.

NOW THEREFORE, in consideration of and for the mutual promises and covenants contained herein, the parties have hereby agreed as follows:

Article 21 Fringe Benefits

S. Work Week and Overtime

4. When additional work is needed during the school year, or when employees are absent, during the school year, prior to using a substitute, one attempt will be made (to the number provided by the employee) to contact those qualified employees who have submitted to the appropriate Supervisor written notice of their interest to work. Employees who qualify to work such time and refuse five (5) times, shall be removed from rotation for the remainder of the school year. This will not obligate the Board to schedule any overtime. Employees will be called from this list according to seniority within the building. **Special education assistants will not be called where the additional work would result in removal from their regular assignment.**

Employees must be available to work entire time needed to qualify for additional work, **but at the Principal's discretion, special education assistants may be offered a portion of the entire time of additional work.**

If an employee is inadvertently skipped in this process, that employee shall be called first in the next rotation.

5.
 - a. If any overtime or extra work is to be offered, it will be rotated by seniority within the classification series. All classification series will rotate overtime and extra work within their building first. Maintenance personnel are excluded from a rotation requirement, but a good faith effort will be attempted to equalize overtime.
 - b. **The Superintendent/designee reserves the right to use short hour bargaining unit members and substitutes when offering any work under this procedure that would result in paying the overtime rate in the following order:**

1. Within the classification within building
 2. Qualified bargaining unit member district wide
 3. Qualified outside substitutes
- c. Overtime/extra work which is a continuation of an employee's shift is excluded from (a) above and shall be offered first to the employee already working that shift. All other overtime offered shall be in accordance with (a) above.

Conceptual Agreement on the following: (language will be drafted by the parties)

1. If a bargaining unit member is inadvertently skipped, that employee will be offered the next opportunity for extra work.
2. Seniority offering of extra work (so long as it doesn't result in overtime).
3. After refusing 5 times employees will be removed from list for remainder of year.
4. It will be the responsibility of the employee to notify supervisor of hours worked and whether the extra work will put them into overtime.

This Memorandum is in effect only for the duration of the Negotiated Agreement between the Board and the Association effective July 1, 2013 and then expires, and shall not constitute an amendment to such Agreement. However, the parties intend that this Memorandum be followed in lieu of Article 21, Section S, as a "pilot" program on the assignment of overtime or extra work. The goal is to develop acceptable contract language which may be added to Article 21, Section S, and the parties wish to have flexibility during the term of this Memorandum to develop procedures to effectively assign overtime or extra work. The parties will attempt to address any issues arising under this Memorandum in the Labor Management Committee.

IN WITNESS WHEREOF, the parties have entered into this agreement on this 4~~4~~ day of September, 2013.

Nanette Jolsom
 FOR THE UNION
 OAPSE LOCAL #167

[Signature]
 NORTON CITY SCHOOLS
 BOARD OF EDUCATION

(Originally agreed to July 11, 2011)

SIGNATURES

THE AGREEMENT BETWEEN THE
NORTON CITY SCHOOL DISTRICT AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES – LOCAL #167
JULY 1, 2018 to JUNE 30, 2020

In Witness Whereof the parties have caused this Agreement to be executed.

For the Association:

For the Board:

Marlette Johnson 8/13/18
Date

Joseph A. Bennett 8/13/18
Date

Janet Weber 8-13-18
Date

[Signature] 8-13-18
Date

Laury Bryant 8-13-18
Date

Stephanie Haglund 8/13/18
Date

[Signature] 8-13-18
Date

Date

[Signature] 8/13/18
Date

Kathy Duffield 8-13-18
Date

Elizabeth M. McHenry 8/13/18
Date

Melody Daubert 8-13-18
Date

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