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MASTER CONTRACT BETWEEN

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
LOCAL #190

AND

THE NEWARK BOARD OF EDUCATION



July 1, 2021 – June 30, 2024

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**ARTICLE 1**  
**NEGOTIATIONS PROCEDURE**

**A. RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative for all regular employed classified employees, holding positions in the following classifications:

1. SECRETARIES/COPY CENTER
2. GENERAL MAINTENANCE
3. CUSTODIANS I
4. CUSTODIAN II
5. MECHANICS
6. BUS DRIVERS/OILER-UTILITY PERSON
7. COURIER
8. FOOD TRUCK DRIVER
9. HEAD COOK
10. GENERAL KITCHEN
11. LUNCH CASHIERS
12. LUNCH SERVERS
13. BREAKFAST SERVERS-CASHIERS
14. HEALTH AIDES
15. ORTHOPEDIC AIDES
16. TV CENTER AIDES
17. EDUCATIONAL AIDES
18. SCHOOL PATROL
19. CLASSROOM AIDES
20. LIBRARY AIDES
21. BUS AIDES
22. GENERAL UTILITY
23. BEHAVIORAL SPECIALIST
24. CLASSROOM INTERPRETER AIDE
25. CUSTODIAL STOCKER
26. INTERPRETER FOR HEARING IMPAIRED

**B. O.A.P.S.E. REPRESENTATION EXCLUDES:**

1. Supervisors
2. Superintendent's Secretary
3. Secretaries for Assistant Superintendents, Director of Classified Personnel and Support Services, Director of Certificated Personnel and Staff Development, Athletic Director, Fine Arts Director, Directors of Special Education and Pupil Services, Director of Community Outreach, and Director of Curriculum
4. Treasurer of the Newark Board of Education
5. Treasurer's Secretary and Assistants
6. Casual and Substitute Employees

If the Board creates a new classification which is deemed to be in the bargaining unit then the Board and Union will meet to negotiate the rate of pay for said classifications.

**C. AREA FOR DISCUSSION**

Upon expiration of this contract, the Board and the Union shall bargain collectively with respect to all matters pertaining to wages, hours, or terms and other conditions of employment for a successor contract. Pursuant to Article 2, the Board shall have the right to manage the district unless limited by the specific and express terms of this contract. Further, during the term of this contract, each voluntarily and unqualifiedly waive the right and agree not to bargain collectively on any issue pertaining to wages, hours or terms and other conditions of employment, unless mutually agreed upon by the parties.

**D. PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. Initiating Negotiations - Negotiations may commence at the request of the Union or the Board within one hundred and twenty (120) days of the expiration of the existing agreement. Such requests shall be made to the Superintendent or his/her designee or the Union President. Upon written request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set.
2. Negotiation Teams - The designated representative(s) of the Board will meet with the representative(s) designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed seven (7), including the OAPSE local president, a secretary, and no more than two representatives from any single classification. These members must all be full-time and regular short-time classified employees of the Newark City School District. One professional negotiator, paid for by the requesting party, may also be included on each team. All negotiations shall be held in executive session. In addition to said teams, each team shall be authorized to admit one consultant by mutual agreement to such meetings where a consultant is scheduled to attend a meeting. In such cases, an agenda or items to be discussed shall be furnished to both parties at least forty-eight (48) hours prior to the negotiation session. Only one consultant shall be permitted to address the negotiators at a meeting.
3. Submission of Issues - The Board and the Union shall exchange all non-economic issues proposed for discussion in writing at the first meeting, and the Union shall submit its economic issues proposed for discussion in writing at the first meeting. The party requesting negotiations shall present its proposals first. No additional issues may be submitted by either party following the second meeting, unless mutually agreed by the representatives.
4. Negotiation Meetings - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such

negotiations in good faith and to deal openly and fairly with each other in all matters. The parties shall schedule not more than eight (8) meetings, as the parties may require, to reach an understanding on the issues, or impasse.

The first seven (7) meetings, shall be scheduled at 2:30 p.m. and will not exceed four (4) hours for each meeting, unless mutually agreed upon by both parties. If necessary, the last meeting shall be scheduled at the start of a regular school day and continue as necessary. If agreement on all the issues has not been achieved at the end of the sixth (6) meeting, then negotiations will be deemed at impasse and all unresolved issues will be subject to Paragraph 9 of Section D: Disagreement/Impasse provisions, unless the parties mutually agree otherwise. Members of the Union's team scheduled to work during the hours of negotiations shall receive paid release time.

5. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time to caucus. Caucuses shall not exceed thirty (30) minutes without mutual agreement.
6. Exchange of Information - Prior to and during the period of negotiations, the Board and the Union agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
7. Release of Information to the Public - During negotiations, there will be no release of information unless agreed upon by both parties and in such instance releases are agreed upon, said releases shall be in writing and both parties shall approve the release prior to its dissemination. This shall not apply to progress reports made by either party to their respective constituents.
8. Reaching Agreement - As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Such agreement(s) shall be considered tentative until consensus is reached covering all areas under discussion at which time the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and the Board for consideration.

Following action by the Union and review by the Board in Executive Session, the Board at a regular or special meeting shall consider action on the agreement. When approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All tentative agreements will be final draft. There will be two (2) official copies of each tentative agreement signed by both parties at the bargaining table.

9. Disagreement/Impasse Provisions - In the event that agreement is not reached within sixty (60) days after initial meeting, either party will have the option of declaring impasse. Impasse is when the parties have stopped making progress at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have not moved in regard to

unresolved negotiation issues. If agreement cannot be reached as stated above, the Federal Mediation and Conciliation Service shall be utilized.

After the expiration date of this Master Contract (and after the parties have reached impasse, including mediation as set forth in Paragraph 9 above), bargaining unit members may engage in a strike or other authorized job action, so long as the Union gives the Board notice of its intent to engage in authorized job action ten (10) days prior to the action. The notice shall state the date and time the action will commence.

10. No Lockout-No Strike - Bargaining unit employees shall not be locked out of work, nor for the duration of this agreement shall bargaining unit members take part in a job action.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

The Board retains the exclusive right, except as amended by this Master Contract and state or federal law, by and through its designated Administrators to manage the business, educational, and other programs, and the schools of the district and to direct the employees. This exclusive right, except as amended by this Master Contract or state law, includes the right to hire, assign, schedule, transfer, suspend, or discipline employees for just cause, and to determine methods and programs to be used in the establishment of all school schedules, methods, processes, and other factors concerning the district. The parties agree that the right to establish policy shall be vested in the Board, and for the life of this Master Contract there shall be no duty to bargain over Board policy or the effects that such policy would have on wages, hours, or terms and other conditions of employment, provided that policy shall not violate any of the express terms of this Master Contract.

It is understood and agreed that any of the rights, powers or authorities the Board and Administration had prior to the signing of this Master Contract are retained by the Board and Administration except those specifically and explicitly modified by the express provisions of this Master Contract.

Where the rights, powers and authorities of the Board of Education are modified or limited by the terms and provisions of this Master Contract, they shall only be modified or limited to the extent specifically provided herein.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. Grievance - A grievance is a complaint involving the alleged violation or misapplication of the terms of the current written Master Contract between the Board and the Union.

2. Grievant - A grievant is a named employee, or group of employees listed by name or the union who allege that some violation, misinterpretation or misapplication of the aforementioned Master Contract has actually occurred. An individual grievance must be signed by the individual involved and may not be filed by the Union or its officers. If one employee fails to file a grievance and the same or similar alleged violation, misapplication, or misinterpretation occurs, precedence shall not be set as to prevent all other employees of the bargaining unit from filing a grievance.
3. Group Grievance - A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group. A group grievance must be signed by two (2) or more of the individuals affected, in addition to the grievance representative, who allege that some violation, misinterpretation or misapplication of the Master Contract has actually occurred.
4. Immediate Supervisor - An employee's immediate supervisor is the individual to whom the employee is directly responsible. At the building level this is the principal or designated assistant principal.

The immediate supervisor for each classification or department is as follows:

Transportation	Transportation Supervisor
Food Service	Building Principal with copy to Director of Food Service; Director of Food Service for employees at the high school
Custodian I & II	Building Principal with copy to Supervisor of Building and Grounds
Maintenance/Courier	Supervisor of Building and Grounds
Secretary	Building Principal at building level; Supervisor at other sites
Aides	Building Principal or Supervisor at other sites
Printing	Director of Classified Personnel and Support Services

**B. Employee Rights**

1. A classified employee shall have the right to submit a grievance for consideration through the steps defined herein. Such procedures shall be available to all classified employees and no reprisals shall be taken against an employee for initiating and following the grievance procedures.



2. The grievant may be accompanied by either a grievance chairperson, an OAPSE field representative, and/or a local officer of his/her choice at formal steps of this procedure and given a twenty four (24) hour notice. The Board of Education shall schedule hearings, and if such hearings occur during work hours, the grievance chairperson, classification representative or local officer shall be released for the time of the hearing only. Employees shall not be paid for their time at hearings that occur outside their normal working hours. No grievance time shall be included for the purposes of overtime calculations.
3. During the course of this Master Contract, problems may arise concerning the interpretation or application of the provisions of this Master Contract. When such problems arise, an attempt should be made to settle them informally by the supervisor and classified employee or employees involved. A problem which cannot be resolved informally will be processed as a grievance.

### C. Grievance Process

Step 1 - Within fifteen (15) days of the occurrence of the act or condition or the time the grievant became aware or should have been aware upon the exercise of reasonable diligence of the alleged violation which is the basis of the grievance, the employee shall lodge a written grievance with the Director of Classified Personnel and Support Services. A copy of the written grievance form (included as Appendix A) will be sent by the grievant to the OAPSE Local #190 President. If such grievance is not submitted in writing to the Director of Classified Personnel and Support Services within fifteen (15) days following the act or condition which is the basis for the grievance, such grievance is no longer grievable. If appeals through the process are not timely filed, then a grievance is deemed resolved at the last processed step.

The written grievance shall provide a concise statement of the facts upon which the grievance is based to include the identification of the aggrieved party or parties; the nature of the grievance; the provision(s) of the current written Master Contract involved in the grievance; the time and location where the alleged events or conditions constituting the grievance occurred; if known, the identity of the person(s) responsible for causing such events or conditions; and the nature of the redress sought by the aggrieved party or parties. The grievance form included in this Master Contract will be used to process any grievance. Within fifteen (15) days after receipt of a written grievance, the Director of Classified Personnel and Support Services will meet with the grievant and provide a written decision concerning his/her final position or decision regarding the grievance. A copy of the Director of Classified Personnel and Support Services' response shall be sent to the grievants and the Local President. If the Director of Classified Personnel and Support Services' response does not meet the time requirement, then the grievance is automatically forwarded to the next step in the grievance process.

Step 2 - Grievance Mediation: If the grievance is not satisfactorily resolved at Step One, it may be appealed to Step Two, Grievance Mediation, within fifteen (15) days of the Step One answer. In order to appeal to Step 2, the Grievant must state why he/she disagrees with the Step 1 response. The Union will request the Federal Mediation and Conciliation

Service (FMCS) grievance mediation. The parties will attempt to agree on a mediator, and if unable to do so, will request for FMCS to appoint a mediator.

Any settlement offers or statements regarding settlement made during mediation may not be introduced at arbitration. Either party may decline to participate in grievance mediation up to one (1) time each year (July 1 - June 30). If either party decides not to participate in grievance mediation they shall notify the other party in writing within fifteen (15) days of the Step One answer. Then the Union will have twenty-one (21) days from receipt of this notice to file Step Three. A party may elect to cease grievance mediation thirty (30) days after appeal to grievance mediation if resolution of the grievance has not occurred.

Step 3 - If the grievance is not satisfactorily resolved at Step Two, it may be appealed according to the following procedures:

- a. Grievance(s) regarding an alleged violation, misapplication, or misinterpretation of a specific item of this Master Contract may be appealed by the Union (Local #190) to binding arbitration within twenty one (21) days of the end of Mediation.
- b. An arbitrator shall be selected by the parties within twenty one (21) days of the written appeal by using the voluntary rules of the Federal Mediation and Conciliation Service. The arbitrator shall be empowered only to base his/her decision upon the specific Articles and Sections of this Master Contract, and shall have no power to add to, subtract from or modify this Master Contract by implication or otherwise. The decision of the arbitrator if rendered within and in accordance with the above stated power shall be final and binding on OAPSE Local #190, its members, the employee or employees involved and the Board.
- c. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on OAPSE Local #190, its members, the employee(s) involved and the Board. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

#### **ARTICLE 4** **DISCIPLINARY ACTIONS**

All disciplinary action which results in a loss of pay (i.e. suspension without pay) shall be subject to the grievance procedure and binding arbitration. All discipline shall be for just cause. All disciplinary action which does not result in a loss of pay (i.e. verbal or written reprimands) will be subject to the grievance procedure but shall not be arbitrable. If such discipline is grieved and appealed to Step 2, the Superintendent shall replace the Director of Classified Personnel and Support Services at that step.

**ARTICLE 5**  
**TRANSFER AND PROMOTION**

- A.** Whenever the Board determines that a vacancy or new position exists within a classification (as identified in Article 1, Section A) it will be posted for five (5) business days in each building. Each posting shall contain location, number of hours worked, title, days per year, pay rate and whether the position requires a test. Such posting will be sent to the President of the Union. In addition, personnel who express an interest in a classification and indicate that in writing to the Director of Classified Personnel and Support Services, will be notified individually in writing of the vacancy during winter, summer and spring breaks. Interested personnel will then inform the Office of Classified Personnel and Support Services in writing if he/she wishes to be considered for the position. Interested personnel shall stop by the Administrative Service Center (ASC) during regular business hours and submit their interest in writing. This interest shall be time stamped and initialed by the interested personnel and a copy shall be given to the interested personnel. An employee may apply for a vacancy in a position within the same classification in which he/she is employed; however, no employee will be considered for more than two (2) such transfers per year (July 1 to June 30). This limit of two (2) transfers does not apply unless the person stayed in the position for more than ten (10) days as defined by this article. This restriction does not apply to transfers outside of an employee's classification or the bidding of bus routes. Employees who are working under a probationary period are not eligible to be awarded another position until the successful completion of the probationary period unless there are no bargaining unit applicants for the vacancy. Vacancies will be filled within forty (40) calendar days (Monday through Friday) from the date the vacancy occurs.

If any position's hours increase or decrease by 60 minutes or more from the last posting, the employee may remain in that position for the remainder of the year, however, the position in any event shall be posted by June 30th. Any employee displaced/bumped due to a posting under this paragraph may displace/bump any less senior employee in that job classification. The individual(s) displaced/bumped may, in turn, bump any person with less seniority in the job classification. Notification shall be provided to the Local President.

An employee on Worker's Compensation may bid on a position, the same as other employees, as long as the employee has a medical release and will return to work on or before the end of the posting period. This does not apply to annual bus route bidding.

- B.** The employer may administer a test in order to fill a vacancy. If the employer administers a test in order to fill a vacancy, all vacancies in that classification moving forward will contain the test unless the test is unavailable. Applicants must successfully pass the test, if any, before the posting comes down, in order to be considered for the position. A third party will be used to develop any tests. Tests shall be an aptitude test and not a journeyman test. Prior to a test being used, the test shall be reviewed by the President of the Association and an appropriate member of the Administration in order to evaluate it for practical use. While the questions on each test may not be identical, all applicants shall take the same or similar test. Tests will be graded pass/fail. The most senior bargaining unit member who passes a test shall be awarded the vacancy. If no bargaining unit member passes the test,

the employer may hire an outside applicant who has passed the test. A bargaining unit member will not be required to take a test when the bargaining unit member is applying for a position within his/her current classification. Once a bargaining unit member has taken and passed a test for a specific classification, that test result shall be kept on record and used when the employee applies for future vacancies within that classification. This section does not apply to any state required testing.

- C.** An employee within the same classification as the vacancy and who applies for the vacancy will be appointed to the position if he/she has the most seniority in the classification wherein the vacancy occurs. Each employee so transferred shall serve a probationary period of ten (10) working days, except those positions that do not have regular job responsibilities during the summer months, then the probationary period shall commence at the beginning of the school year. If after five (5) work days a problem exists on the part of the employee or the supervisor the individual with the problem shall provide a written statement of reasons on the fifth (5th) day. On the tenth (10<sup>th</sup>) work day (unless the employee is absent on that day, in which case the next scheduled day they are at work), either the employee or the appropriate supervisor may rescind the transfer and return the employee to his/her former position. If the employee or the appropriate supervisor disagrees with the decision to return to the former position the employee or appropriate supervisor may request a review with the Director of Classified Personnel and Support Services, appropriate supervisor, a Union representative of the employee's choice and the employee. The review must take place within ten (10) work days of the decision to return the employee to his/her former position. If the employee still disagrees with the decision to return he/she may appeal the decision to the Superintendent who will make a final decision as to whether the employee shall be involuntarily returned. Upon written mutual agreement between the employee and their supervisor the probationary period may be reduced. In the event that within the ten (10) workday probationary period either the transferred employee or appropriate supervisor rescinds the transfer, the parties agree that the applications submitted from the original posting for the position shall be used to fill the position. No new posting shall be required.
- D.** Employees interested in a position or vacancy in a different classification other than the classification in which they are now employed shall file an application in the Office of Classified Personnel and Support Services. A person desiring to change classification must possess the qualifications required in the specific classification for which he/she is applying as outlined on the Job Description Notification of Vacancy Form. If a bargaining unit applicant applies for a vacant position outside their classification and possesses substantially equal qualifications as a non-bargaining unit applicant, the bargaining unit employee shall be chosen to fill the vacancy. This determination shall be made by the Director of Classified Personnel and Support Services.
- E.** Employees who transfer from another job classification shall complete a thirty (30) calendar day probationary period. Except those positions that do not have regular job responsibilities during summer months. In such cases the probationary period shall commence at the beginning of each school year. Upon written mutual agreement between the employee and their supervisor the probationary period may be reduced. Employees who transfer from another classification shall be placed at the same step of the new

classification as they held in the classification they transferred from, regardless of whether it is an increase or decrease in pay. Employees with dual classifications shall be placed at the highest step of the jobs they hold. For example, if an employee is a Driver with 10-years seniority and also a Server with 2-years seniority – the employee would be placed at Step 10 if they transferred from these two positions into a Secretary position.

An employee who transfers from another job classification shall be given a minimum of two (2) evaluations during the first twenty (20) days of probation. If the employee does not perform the duties of the new classification satisfactorily as determined by the Board or its managers/supervisors, he/she shall be returned to his/her former assignment between the twentieth (20<sup>th</sup>) day and the end of the thirtieth (30<sup>th</sup>) day. If the employee disagrees with the decision of the Board, he/she may request review by a committee (as set forth below) which shall meet within ten (10) days. The Committee shall be composed as follows:

1. Director of Classified Personnel & Support Services.
2. An individual currently employed in the classification being bid upon, as chosen by the Union. Union President shall also be present as an observer.
3. Supervisor (other than the department who made the decision to return the employee) chosen by the Board.

The Director of Classified Personnel and Support Services shall prepare a report of the meeting and make the final decision as to whether the employee shall be returned to his/her former assignment. However, the final decision of the Director of Classified Personnel and Support Services and the reason for the return is not subject to the grievance procedure. If a bargaining unit member took a test for the position, as discussed in paragraph (B) above, he/she may only be returned to his/her former position for just cause. If there is a disagreement as to whether the employer had just cause to return the bargaining unit member to his/her former position, in addition to the foregoing procedure, the employee may resort to the grievance procedure set forth in Article 3.

The Board of Education shall decline a transfer bid if the employee's attendance is less than ninety-six percent (96%) of the scheduled contracted hours per year, in each of the two (2) years preceding the bid. The following absences do not count in any regard in calculating attendance under this paragraph.

1. Vacation
2. Union Leave
3. Compensatory Leave
4. Bereavement Leave
5. Military Leave
6. One (1) Personal Day
7. Jury Duty or any subpoenaed appearance on behalf of the Board
8. FMLA Leave (Employees with less than 1250 hours will qualify for purposes of this section only. The responsibility to establish that the employee qualifies for

FMLA regardless of hours worked is that of the employee. Sufficient information must be submitted to the Director of Classified Services to verify the employee would otherwise qualify for FMLA under federal guidelines within ten (10) calendar days of returning to work.)

9. Time spent on Worker's Compensation on a Board-related incident.
10. Assault Leave.

**F.** Bargaining unit employees who leave or have left the union to accept an exempt position within the district may return to the bargaining unit and their prior bargaining unit position within ten (10) workdays after accepting the exempt position without penalty. Such employee shall be eligible to bid equally with all other bargaining unit members, taking into account their recalculated seniority. Such employees may bid as often as they wish, but are permitted to leave and re-enter the bargaining unit only once. In addition, bargaining unit employees who accept or have accepted exempt positions shall lose all seniority in the bargaining unit after sixty (60) calendar days of working in the exempt position.

**G.** When posting a vacancy, if the successful bidder for that position leaves a position that is within the same classification, building, has the same hours, and is the same shift as the newly accepted position, the list of candidates from the first posting may be used to fill the position for the vacancy created by the successful bidder for the first position.

Those employees who possess qualifications for more than one classification and who have expressed an interest in writing to the Director of Classified Personnel and Support Services, shall be notified in writing of vacancies or positions in such classification during winter, summer and spring breaks.

They shall be considered after persons with classification seniority and before persons outside the district. Vacancies will be filled within forty (40) calendar days (Monday through Friday) from the date the vacancy occurs.

**H.** All positions in new buildings shall be bid in accordance with Section A of this article. The ten day within classification probationary period for employees bidding on new positions in new buildings, shall be waived during the initial posting and bidding of the new positions in the new buildings. This shall affect only the initial posting on positions in new buildings. This article shall have force and affect during the term of this contract.

**I.** All employees holding jobs in a building which is being remodeled shall move locations with the staff and students and return to their former positions upon completion of the renovation. This article shall have force and affect during the term of this contract.

**J.** All new employees and employees who transfer out of classification to new positions shall be trained by a bargaining unit member or a qualified person agreed upon by management and the union president, when there is not a bargaining unit member available up to three (3) days during the first ten (10) working days of employment in the position.

**K.** Dual Classifications: Employees shall not be allowed to hold two or more positions if the starting and ending times conflict with each other. Existing schedule conflicts between or



among multiple jobs are the exceptions. An existing conflict can remain between or amongst existing multiple jobs until the employee bids to change one or both of their current jobs. This includes changing bus routes or changing locations of their current job bid(s). In other words, if a driver changes routes due to their choice or because someone more senior than them bids on their route, they will no longer be allowed to hold both jobs unless there are no (zero) conflicts between their new hours and their 2<sup>nd</sup> job. The same is true if a person wants to change from Legend to Liberty, their new hours cannot have any (zero) conflicts with the days and/or times they are to report to work for both jobs. If an employee is successfully awarded a 2<sup>nd</sup> position, they will have a 30-day probationary period for that position.

The language contained above does not pertain if the Administration is the force that makes a change that does not allow for a person to be on time to both/all jobs. In other words, if the Administration extends a bus route or moves the start/end time of lunch and the new time now conflicts with one or both jobs, the employee will not be required to give up either position as long as it does not create built-in overtime (OT). No employee may acquire/hold a position(s) that add up to more than eight (8) hours per day

## **ARTICLE 6**

### **TEMPORARY TRANSFERS**

The Board may transfer employees temporarily, either: (1) due to the vacation, sick leave, or Board-approved leave of absence of another employee, in which case the employee may be transferred for the period necessary to accommodate the vacation, sick leave or leave of absence; or (2) for any reason for a period not to exceed forty-two (42) calendar days.

The Board will follow the procedures set forth below in assigning bargaining unit members to temporary positions.

When the Board intends to temporarily transfer an employee under this article, the temporary position will be posted for five (5) workdays. If current employees volunteer to take the transfer to the temporary position, the most senior (system seniority) qualified volunteer will be awarded the temporary transfer. If no employees volunteer, the Board may involuntarily transfer the least senior (system seniority) qualified employee into the temporary position.

An employee transferred temporarily will be compensated at the higher of the following calculations:

- 1) Employee's regular hours x regular rate x contract days, or
- 2) Temporary transfer position hours x rate x contract days.

In order to be eligible for such pay, a bargaining unit member must be directed to assume the work by a supervisor. At the conclusion of any temporary transfer the employee will return to their previously held position.

**ARTICLE 7**  
**SENIORITY**

- A. The recognition of seniority rights shall be the result of counting the years, months, and days of continuous service in the Newark City Schools. Interruption by military service shall be counted in computing seniority rights. After more than two (2) consecutive years of non-employment granted by a leave of absence those years shall not be counted in computing seniority rights. Upon re-employment, all service credit prior to the leave of absence shall be counted in computing seniority rights. In the case of two (2) or more individuals who have the same hire date, seniority will be determined by the last two (2) digits of an employee's social security number. The highest employee's number will be considered to have seniority. If a tie occurs, the third digit will determine seniority. If a tie still remains, the next digit or sequential digit(s) will be used until one individual is determined to have the highest number.
- B. System seniority shall be defined as the length of employment of any employee within the Board as computed from the employee's most recent date of hire. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's last date of entry into such job classification.
- C. There shall be a probationary period of ninety (90) workdays to allow the Board to determine the fitness and adaptability of any new employee. During such time the new employee shall have no seniority rights in that position and his/her qualifications to do the work required or his/her discharge or lay-off for any reason shall not be subject to the grievance procedure. New employees retained beyond the ninety (90) workday period shall have their system seniority computed as of their date of entry into the job classification.
- D. Employees who transfer from another (outside) job classification will not accumulate the job classification seniority of their new classification until completion of the thirty (30) day probationary period. During this thirty (30) day probationary period such employees will continue to retain their classification seniority in their former job classification. Employees that successfully complete the probationary period will acquire classification seniority in the new job classification which will include thirty (30) probationary days.
- E. Employees forced out of their current classification and subsequently returns to their previous classification shall regain seniority previously accrued in their former classification if one of the following occurs.
1. The employee is recalled to their previous classification according to the Layoff Procedure Article or;
  2. The employee successfully bids back into their previous classification within the two year recall period.

This article shall have force and effect on and after July 1, 2006.



**ARTICLE 8**  
**LAYOFF PROCEDURE**

- A.** Whenever the number of employees is reduced within a classification due to lack of funds, reduction in or lack of work, or abolition of a position, the layoffs shall be conducted under the following procedure recognizing seniority:
1. In the event it becomes necessary to reduce staff, attrition will be used prior to a layoff of current employees.
  2. In the event the individual whose position is eliminated is not the person with the least job classification seniority, that individual will be permitted to bump any less senior person in the job classification of layoff. The individual bumped may, in-turn, bump any person with less seniority in the job classification.
  3. In the event an aide's position is eliminated after the first month of the school year and after bidding has been completed, the aide will be offered an open position with the same scheduled hours/days of work. If no position is available (with the same hours/days) the aide will be used where needed until the time a position is posted in accordance with this Agreement. Either instance will result in the employee maintaining their bumping rights until after the school year has ended and the aide shall not have their pay reduced.
  4. The procedures with respect to seniority and probationary periods contained in Article 7, Seniority, will apply to displacements occurring as a result of layoffs.
  5. Any further layoffs will follow the same procedure.
  6. An employee bumped from their current position with no ability to displace another employee within their classification, may bump a less senior (system seniority) employee in any other classification for which they are qualified as determined by the qualifications listed on the job description.
  7. For the purpose of layoff and bumping rights the following aides classifications will be considered as the same job classification: health aides, orthopedic aides, TV Center aides, educational aides, classroom aides, library aides, and bus aides.
- B.**
1. Employees will be recalled in the reverse order of job classification seniority, according to the classification or class from which they were laid off. The Union president shall receive a list(s) of any employees laid off and/or recalled. Any laid off employee shall maintain recall rights for a period of two (2) years from the date of layoff. During the two (2) year period no one will be hired or promoted into a classification until all laid off employees in that classification are reinstated or decline the position when it is offered. Attempts will be made to notify laid off employees by telephone, then by registered mail. It is the employee's responsibility to keep a current telephone number and address on file in the office of the Director of Classified Personnel and Support Services. Employees bumped out of a

classification shall have recall rights into that classification as if they had been laid off from that classification.

2. The most senior laid off employee who accepts the position opening in his/her old classification and who responds in writing within seven (7) calendar days of notification shall receive the position. Notification must be sent by certified mail to the Director of Classified Personnel and Support Services, accepting the position. Any laid off employee who fails to respond by certified mail or in person within seven (7) calendar days; or who declines an offered position within the Newark City School District, shall forfeit all recall rights.
- C.** An employee who has been laid off in accordance with the procedure above may request to be notified of vacancies which occur in other than the employee's affected classification. The employee shall have the option of applying for the vacant position at the time of posting. He/she shall be considered after persons currently employed and before persons outside the district. A laid-off employee shall be asked to "sub", if qualified, at Step 1 rate of pay if the position that they are filling is within the same classification the employee held at the time of lay-off. If the position in which the employee is asked to sub is outside of the classification the employee held at the time of layoff the employee shall be paid at Step 0 of the position they are filling.
- D.** Assignment of personnel in regards to shift changes (day to night) shall proceed as follows:
1. Voluntary reassignment requests honored with decisions made according to seniority if there is more than one applicant until the vacancy is filled.
  2. Reassignment of the least senior (job classification seniority) day person if there are no volunteers.
- E.** Simultaneously held dual classifications:
1. If an employee is laid-off/bumped out of one but, not both classifications, they are only able to bump into a job/class that "fits" with the hours of the job/class that they were not laid-off/bumped from.
  2. No employee may acquire/hold a position(s) that add up to more than eight (8) hours per day.

## **ARTICLE 9** **VACATIONS**

- A.** Prior service in other Ohio schools or Ohio political subdivisions may be used to compute the amount of vacation. Those employees who transfer, after (July 1, 2000), from a nine (9) or ten (10) month status to an eleven (11) or twelve (12) month status will have the years of service calculated from the time of employment provided they successfully complete the thirty (30) calendar day probationary period.

- B.** Accrual. Each eleven (11) month (8 hour), and twelve (12) month non-teaching school employee, including full-time hourly rate and per diem personnel-under employment agreement after service of one (1) school year shall be entitled to vacation with full pay (excluding legal holidays) according to the following schedule:

	<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
	1 THROUGH 5	10
Beginning with	6 THROUGH 10	15
Beginning with	11 THROUGH 15	17
Beginning with	16 THROUGH 20	20
Beginning with	21	22

(for example: an employee hired 8-31-90 would begin to accrue 15 days of vacation on 9-15-95). For each additional year of service beyond 21 years, one day shall be added to days of vacation, up to a maximum of 25 days of vacation. Vacation will be accrued monthly, *i.e.*, 6.7 hours per month for 10 days of vacation time. Employees may use vacation as it is accrued, in accordance with the restrictions of this Article. Vacations shall be cumulative and paid to the employee at his/her option. This payment will be paid to the employee in the first (1<sup>st</sup>) pay in August of each year.

- C.** Scheduling. Vacations shall generally be scheduled during June, July, and August (custodians in June and July); however, other mutually agreeable times shall be considered. Vacations shall be scheduled with the needs of students in mind; for example, personnel at White Field may be asked to take vacations during winter months. For purposes of scheduling vacation, a year shall be from July 1 through June 30. All requests for dates of vacations shall be submitted in writing to the Supervisor of Buildings and Grounds, Supervisor of Transportation, and Director of Classified Personnel and Support Services and awarded on first-come, first-served basis at the discretion of the supervisor in order to meet the needs of the District.

If an employee is unable to use their vacation time in any year that employee shall be permitted to carry-over a maximum of five (5) days of vacation from one year to the next.

- D.** At the time of retirement or disability the unused vacation leave for the current year shall be paid to employee.
- E.** In the event of the death of a classified employee, the unused vacation leave for the current year shall be paid to the surviving spouse or other dependent.

## **ARTICLE 10** **PAID HOLIDAYS**

- A.** On the following holidays, which have been approved by the Board of Education, employees shall receive their regular pay or salary. The legal holidays are: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, the Board of Education shall grant the Friday after Thanksgiving, Good Friday and the day before Christmas as paid

holidays. Independence Day is a paid holiday for eleven (11) and twelve (12) month employees who work in July. The definition of holiday is limited to these eleven (11) days.

- B.** If an employee is required to work on a holiday, he/she shall be paid two (2) times the regular rate of pay for all hours actually worked. The balance of hours will be paid at the employee's regular rate of pay. The employee may elect to take compensatory time at the rate of two (2) times in lieu of holiday pay. All compensatory time off shall be scheduled with the approval of the employee's immediate supervisor.

## **ARTICLE 11** **OVERTIME**

- A.** The Board shall have the sole right to determine and assign all overtime. When necessary, overtime shall be assigned as far in advance as possible so that both employees' schedules and district needs may be determined. The Board may assign overtime work in the following situations:

1. An employee may be required to work overtime in an emergency;
2. in non-emergency situations:
  - a. Employees shall be assigned overtime work in compliance with a Voluntary Overtime List which shall be kept by the appropriate supervisor for each classification and which shall list, by seniority, those individuals who have volunteered to perform overtime work. The Voluntary Overtime List shall function as a rotating seniority list. If none of the listed persons volunteer to work overtime, the appropriate supervisor may require the least senior individual in that classification to work overtime. The Voluntary Overtime List shall be posted at the beginning of each school year, and at other times as needed.
  - b. Each building shall be primarily responsible for covering the overtime associated with that building. For custodian I, custodian II and maintenance employees, overtime shall be offered first to those regular employees working in that building, then their substitute, then the employees on the Voluntary Overtime List, except that where a regular employee is temporarily assigned to a building on a date(s) contiguous to Saturday, he/she shall receive weekend overtime unless the regular employee elects to work the overtime.

- B.** In the event no individuals have volunteered for the Voluntary Overtime List, or if the least senior individual in that classification is already working overtime, then the next least senior individual in the classification shall be required to work the overtime, and so on. The Board shall not be required to comply with the Voluntary Overtime List where the necessary overtime work requires skilled labor, as determined by the appropriate supervisor. Twenty-four (24) hours advance notice shall be given for meetings outside of the normal school activities, with the exception of emergencies as determined by the Administration. An employee who is not given twenty-four (24) hours' notice may choose

to work the overtime for the meeting if he/she so desires. No employee may work more than sixteen (16) hours in a twenty-four (24) hour period.

- C.** Employees who are required by their supervisor, and approved by the Director of Classified Personnel and Support Services, to work past their regularly scheduled work week or work day shall receive their regular rate of pay up to forty (40) hours per week or up to eight (8) hours per day and one and one-half (1-1/2) times the employee's regular hourly rate for work performed beyond forty (40) hours per week, or eight (8) hours per day. The Board will count all leave taken while in paid status as time worked when calculating overtime eligibility. At the employee's option, he/she may elect compensatory time in lieu of overtime pay at the same rates set forth above (i.e., hour-for-hour for all hours over their regularly scheduled work day or work week up to eight (8) hours per day and up to forty (40) hours per week; one and one-half (1-1/2) hours for all hours worked over eight (8) per day or forty (40) per week), except as set forth in subsection (E) below. Overtime/compensatory time shall not be paid for both time worked over eight (8) hours per day and forty (40) hours per week. The work week shall be defined as 12:01 am Monday through the following Sunday midnight. Compensatory time may be accumulated to a maximum of one hundred and twenty (120) hours from the period July 1 to June 30 in each year of this Master Contract. An employee may accrue up to seven (7) contracted days of compensatory time while working outside of the employee's contracted year. Accumulated compensatory time must be used with the approval of the employee's supervisor by June 30 of each year. Unused accumulated compensatory time, subject to the maximum above, if any, will be paid to the employee on the second (2<sup>nd</sup>) pay in July of each year of this Master Contract at the employee's regular rate of pay. All compensatory time accumulated as of the effective date of this contract shall be paid to the employee within a reasonable amount of time after ratification of this Master Contract. The accumulation of compensatory time shall start again as of the effective date of this Master Contract. Employees may use and accrue compensatory time during the fiscal year provided the balance never exceeds one hundred-twenty (120) hours.
- D.** Double time will be paid for work required on Sunday for all outside organizations using a facility under a paid contract. Outside organizations shall be defined as all non-related school groups.
- E.** Short-time classified employees shall be entitled to overtime payments for hours worked in excess of forty (40) hours per week, provided that the Board is not required to assign additional positions, grant requests for transfers, or approve bids for transfers if it would cause the payment of overtime. Saturday and Sunday building checks, when assigned, may be rotated between custodians within each building (i.e., between day and night persons) in buildings where there are two or more custodians. Employees must be paid for such overtime and will not receive compensatory time for weekend work. If no extra hours are approved, the employee shall not be held responsible for work undone after the completion of his/her regular shift. All bargaining unit employees who are called in to work for an emergency shall be given a minimum of two (2) hours pay or two (2) hours work.

Overtime will be paid on days the employee is working. The employees will be notified of corrections made to his/her time sheet. The employee will be provided with a copy of

the corrected time sheet upon request. Employees must submit all time sheets on the last day of the pay period.

- F. In the event of repeated refusals by the supervisor to grant compensatory time off, the employee will be granted an appointment with the Superintendent/Designee to discuss the situation.
- G. If a major activity takes place at a school building/grounds, a Custodian I, or a Building Custodian at the High School, and the principal and/or supervisor will discuss whether a Custodian I, or a Building Custodian at the High School, shall be on duty in order to maintain the building/grounds in good order.

**ARTICLE 12**  
**UNION LEAVE**

The Board agrees to permit up to a maximum of two hundred and fifty (250) hours of leave with pay each year (July 1 to June 30) for purposes of OAPSE official business. These hours of leave may be rolled over each year up to a maximum of three hundred (300) hours. Requests for Union leave should be made in writing on an appropriate form to the Director of Classified Personnel and Support Services. Except in cases of emergency, five (5) days advance notice is required. Additionally, the President of OAPSE Local #190 shall be released to attend Board of Education meetings which occur during his/her scheduled work hours.

**ARTICLE 13**  
**PROFESSIONAL GROWTH**

- A. Employees shall be provided the opportunity to attend training seminars or schools deemed appropriate to their areas of responsibility. Expenses shall be borne by the Board as approved by the employee's supervisor and the Director of Classified Personnel and Support Services. Whenever a request for Board reimbursement under this article is denied the employee may file a request with the Superintendent for reconsideration. Efforts will be made to involve classified employees in the opening of school convocation and provide for their participation in scheduled district in-service days and out of district programs, as appropriate and approved by the Director of Classified Personnel and Support Services. Classified employees who participate in scheduled in-service days will be paid at their regular rate of pay.
- B. Bargaining unit employees shall be reimbursed tuition cost for classes taken to improve their present qualifications. The Board shall make a maximum of \$10,000 available for such purposes. Each individual shall be entitled to use a maximum of \$1000 for professional growth purposes during a single school year. Tuition reimbursement or any part thereof must be approved in advance by the Director of Classified Personnel and Support Services and may be taken outside a classification an employee is currently employed in, so long as it is within the bargaining unit. The bargaining unit employee must remain with the school district for at least one (1) year after using the tuition reimbursement, or must reimburse the Board the full amount of the tuition reimbursement. This one (1) year period will continue to run if the employee is laid off during the one (1)

year period subsequent to receiving the tuition reimbursement. However, this one (1) year period will be stayed if the employee is not in active work status for any other reason (i.e., medical leave), and will resume upon the employee's return to active work status.

- C. Aides shall be reimbursed on one occasion for cost incurred for classes and tests in connection with the Every Student Succeeds Act (ESSA) or any required paraprofessional test.
- D. Aides will be reimbursed for annual ODE required Aide Certificates.
- E. The Board will pay one-half (1/2) of the cost for Finger Printing and background checks for all current bargaining unit members.
- F. All Preschool Aides will have the cost of any required physical paid for by the employer through Company Care or private physician.

#### **ARTICLE 14** **COMPLAINT PROCEDURE**

- A. A complaint from a parent or member of the general public which arises from a unit member's performance of duties as an employee of the Board will not become a part of the unit member's personnel file without the following steps:
  1. A complaint concerning a unit member(s) must be submitted in writing to the Supervisor/Principal/Administrator ("the Administrator"), who shall give a copy to the unit member(s).
  2. A meeting involving the unit member, a union representative, and the Administrator will be arranged at a mutually convenient time, with prior notice, to discuss the complaint.
  3. If the unit member is not satisfied with the Administrator's disposition of the complaint, the Administrator shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Director of Classified Personnel and Support Services. The unit member may attach his/her own statement to the complaint.
  4. The unit member may appeal to the Director of Classified Personnel and Support Services who will hold a hearing in which the participants shall include the involved unit member, Union representative, and the unit member's immediate supervisor.
  5. If the unit member is dissatisfied with the Director of Classified Personnel and Support Services' disposition of the complaint, the matter may be appealed to the Superintendent who shall hold a hearing in which the participants shall include the involved unit member, Union representative, and the unit member's immediate supervisor. The decision of the Superintendent shall be final.



6. In each of the steps above, a unit member may be accompanied by an elected Union officer or another Union representative.
7. Conference regarding such matters shall be in private.
8. The Board may hold a meeting with the parent or member of the general public without an elected Union official or other representative present, after notice to the Union, provided that the information obtained in such a meeting shall not be used for disciplinary purposes.

## **ARTICLE 15** **COMMITTEES**

Classified employees may be requested to serve on committees which require service beyond the normal school day. No classified employee will be required to serve on any committee or committees where the anticipated service beyond the regular workday exceeds a total of six (6) hours per month. This provision does not apply to any service for which a supplemental contract has been awarded, nor to staff meetings or committees required or mandated by law or regulation of the Ohio Department of Education.

The labor management/safety committee meetings will be held on a monthly basis during the school year. The President of the Local Union and the Director of Classified Personnel and Support Services shall meet in the summer months on an as needed basis.

## **ARTICLE 16** **EXTRA WORK**

- A. Extra work is additional work that is assigned to short-hour employees, and is outside an employee's regular duties. The Board will establish rotating extra work lists of interested and qualified bargaining unit members for the purposes of performing extra work and provide it to the Director of Classified Personnel and Support Services. The list shall include the time(s) the employee is available for extra work. The sign-up for extra work list shall be posted, for 14 days, at the beginning of each school year, and at other times as needed. There shall be sign-up lists that includes all applicable classifications. The Board will utilize the extra work list whenever possible. However, the Board shall have the sole discretion to determine what is and is not extra work. Any person who signs up on the extra work list and subsequently refuses a request for extra work two (2) times in a row shall be removed from the list for a period of three (3) months unless working in some capacity for Newark City Schools. A weekly rotation shall be used if needed. Newly hired employees may sign up for extra work within thirty (30) days of hire.
- B. If the Central Kitchen facilities are used to prepare food for school affairs outside the normal schedule of operations, such work will be considered extra and will be assigned to those employees in the classifications of Head Cook and Food Service. Extra work will be assigned to the employee(s) with the highest system seniority in Food Service.
- C. Extra work will first be offered, on a rotation basis, to employees in the applicable classification that work in that building, then will be offered to the remaining employees



in that building, then to the applicable classifications who have signed the extra work list, and then substitutes. For Food Service Operations, extra work will be offered to Food Service bargaining unit members who have signed the voluntary extra work list, on a seniority rotation basis.

- D.** Custodian IIs will have the option of working either their normal schedule or up to eight (8) hour days beginning with the 1<sup>st</sup> day of summer cleaning until the end of their contract. If the employee chooses up to an eight (8) hour day in lieu of their regular schedule, the employee will be assigned work at their current location and if insufficient work exists at that location, the employee may be assigned to work at another location.

## **ARTICLE 17**

### **SUMMER WORK**

- A.** Summer work is work offered to employees outside of their contract period. One Summer work sign up will be posted May 1 for fourteen (14) days. This shall not apply to the extended time situations. The Board shall have the sole discretion to determine what summer work is to be offered to bargaining unit members. Summer work will first be offered to employees who possess the highest classification seniority/system seniority, degree of qualifications, skill, experience and ability to perform the available work. There shall be no bumping until projects are completed, as determined by the supervisor, in good faith. Effective July 1, 2018 or the effective date of ratification whichever occurs later, the rate of pay for summer work including substitute summer work shall be \$15.00 per hour. If the bargaining unit member is performing his/her own job duties, he/she shall be paid at their regular rate of pay. People will be notified by the Employer via telephone if they have been awarded Summer Work. When it is practical, bargaining unit members will be used before non-bargaining unit substitutes for summer work.
- B.** Additional work in Custodian II classification will first be offered to interested Custodian IIs and then to the summer work list.
- C.** Any classroom/building not owned by the school district will be cleaned by the Custodial I staff who have completed their summer work.
- D.** All employees who work in the summer may work a four day, ten hours a day schedule during the summer with the approval of the supervisor, in the supervisor's sole discretion.
- E.** Secretarial work relating to summer school: All Secretarial work relating to summer school will be offered each year to secretaries in the building where summer school is to be held according to seniority amongst secretaries in that building. Written notice of the buildings in which summer school is to be held will be provided to the secretaries. The secretaries must respond in writing within seven (7) calendar days or they will be deemed to have declined the work. If all secretaries in the building refuse to work, the work will then be bid and awarded according to Article 5, Transfer and Promotion, of the negotiated agreement. All work required to organize and coordinate the summer school program, before summer commences, will be a separate position that will be bid and awarded each year according to Article 5, Transfer and Promotion, of the negotiated agreement.

**ARTICLE 18**  
**BUS DRIVERS AND BUS AIDES**

**A. Daily Routes**

1. Board action is taken yearly on routes; however, due to students moving, re-assignments, etc., changes may occur during the year. The Transportation Supervisor will inform drivers of a change as soon as it is known. Attempts will be made to provide forty-eight (48) hours' notice whenever possible.
2. All drivers receive a payment of thirty (30) minutes per day for pre-trip inspection and time used to clean and fuel buses for routes. All drivers will receive their regular rate of pay for all meetings required by the Board. The Board will pay for the abstracts of all regular bus drivers.
3. Not later than five (5) days prior to the beginning of each school year the Board will post routes, make color-coded calendars available at the garage, and conduct a bidding meeting for that school year. All routes shall be posted for drivers and aides for a minimum of two (2) hours for the AM route and two (2) hours for the PM route. Bus aide positions will be bid prior to bus driver route bidding. Before bidding routes, the Schools, calendars from all districts, route times, bus numbers, and total hours of each route will be mailed to each driver postmarked seven (7) days in advance of the bidding meeting. This will be done by making a list of all routes with the bus number, A.M. & P.M. times and total hours per day. The routes will be bid and chosen starting with the most senior bus driver and going down the seniority list, so long as, prior to a new assignment, a bus driver drives the route in a Board-owned bus, and makes corrections to the route sheet as necessary and will be compensated one contract day plus two (2) additional hours, at the Board's expense. The day of bidding, each driver and bus aide in attendance will be paid for two (2) hours for this meeting via a time sheet submitted by the employee. Route time adjustments shall be completed by the first pay date in October. All drivers and bus aides shall be made aware of such changes by the end of the day on the first pay date in October. For the remainder of the school year, any increase of more than sixty (60) minutes per daily route shall cause the route to be re-bid. Bidding shall be subject to the 96% attendance rule except that the 96% attendance rule will not apply to sixty (60) minute increase bidding. Kindergarten routes, alternate school routes or any other "extra routes awarded by seniority" are included in the bidding procedure at the beginning of each school year. The re-bidding of routes in October of each year shall only be for routes that have increased by more than sixty (60) minutes. Each year, according to seniority, drivers shall select the bus that will be assigned to that route for the year, unless the bus must be assigned to a particular route.
4. For physicals that are required of its employees, the Board will pay the entire cost for physicals performed by the Board's physicians. The Board will pay the cost of physicals performed by the employee's own doctor at the amount indicated on the employee's physician statement/receipt up to \$25.00. The Board will pay the entire

cost of a "CDL Examination/License" if required by the State, whether it is new or being renewed, upon presentation of a receipt from the License Bureau.

5. Bus drivers, bus aides, and van certified drivers are subject to random drug testing, under the Omnibus Transportation Employee Testing Act of 1991.
6. Drivers are required to drive their routes on all days the district they serve is in session and their annual salary notice shall reflect time and days required for the route. Calendars will be color-coded with days off, holidays and days in session for each district transported. If a driver is unable to drive his/her route, they must use personal leave, comp time, or pay deduct. The driver may also use sick leave if their condition(s) warrant the use of sick leave as it is described in this Agreement. The Board may offer the route or a portion of the route, based on seniority according to the extra work list.
7. Individuals employed by the Board as of the effective date of this contract will be considered by the Board to have routes long enough for the purpose of receiving benefits only. For wage purposes, individuals will be paid only for the actual time of their route.
8. The Board shall have the right not to assign work or jobs that would place the employee in an automatic overtime status.
9. Drivers shall be compensated at their regular rate of pay if they are required to make up route sheets. Drivers shall be compensated up to one (1) hour of regular pay for rewriting their route sheet, if and when directed to do so by the Supervisor of Transportation. Routine adjustments such as adding/deleting a name or names or changing a stop shall not be compensated.
10. If there arises an instance when a summer route is developed, that route shall be distributed by starting anew at the top of the Seniority List. A summer route is defined as going to the same specific destination from the same specific point of departure more than once during the summer.
11. The Board shall not use activities vans in violation of O.A.C. §3301-83-19.
12. An extra work list for bus washing will be created at the beginning of each school year. At the request of the Transportation Supervisor, short hour drivers and bus aides may be asked on a weekly rotation basis to wash buses.
13. Upon arrival at the school building it shall be the responsibility of the school bus aide to assist the students from the bus to the designated bus drop off area. It shall be the responsibility of the school building aide to assist students from the designated bus drop off area to the building classroom. At the end of the day, it shall be the responsibility of the building aide to assist students from the building to the designated bus drop off area and it shall be the responsibility of the school bus aide to meet the students at the designated bus drop off area and assist the students from the safe area onto the bus.

14. All newly hired bus aides will be compensated at regular bus aide pay.

**B. On Board Instructor (OBI)**

1. On Board Instructor (OBI) duties for the District's needs shall continue to be performed by transportation employees. OBI is considered an extra position for training drivers and aides. The most senior employees that are qualified to perform these duties or become qualified to perform these duties shall be given the opportunity to become an OBI. The employer shall decide the proper number of OBIs to have in the District.
2. To be an active OBI trainer all aspects of training listed below must be met:
  - a. The OBI must be willing and able to train trainees to become bus drivers. If an OBI declines to train two (2) new hires to become a bus driver in a year, then they will not have met this qualification.
  - b. The OBI must be willing and able to train trainees and current employees to become van certified drivers. If an OBI declines to train two (2) new hires or current employees to become a van certified driver in a year, then they will not have met this qualification.
  - c. The OBI must be willing and able to recertify current bus drivers and van certified drivers. If an OBI declines to recertify two (2) bus drivers or van certified drivers in a year they will not have met this qualification.
3. Trainees will be assigned to an active OBI on a rotating basis by seniority. A trainee that quits or is transferred to another OBI after receiving more than five (5) hours of training with an OBI will not change the rotation cycle.
4. Employees who are seeking van certification, will be assigned to an active OBI on a rotating basis.
5. Bus drivers and van certified drivers will be able to choose an active OBI to recertify.
6. Bus Safety Training for students will require two (2) employees. The first position for Bus Safety Training will be offered to the most senior active OBI employee. The second position for Bus Safety Training will be offered on a rotating schedule, per school, to active OBIs by seniority, then to the transportation department's extra work list. Both positions must be able to meet the school's schedule.
7. Active OBIs will share equally in the presentation of the Annual Mandatory Training Class, if available.
8. OBIs are required to spend a minimum of ten (10) hours per pay period performing OBI duties for all assigned trainees. If an OBI is not able to spend the minimum

time per pay period then the trainee will be reassigned to another active OBI. If an OBI is not able to complete the training of a trainee within the time specified by the transportation supervisor, then the trainee can be assigned to another active OBI unless it is due to the actions of the Trainee not attending training.

9. Trainees will be assigned to an active OBI on a rotating schedule within the first week of work for two (2) hours of orientation.

### C. Trips

1. Trips will be assigned on a rotating seniority list basis to regular drivers/aides first. There shall be a separate rotating seniority roster for bus aides. The trip rotation list will be posted in the bus garage lounge area. All known trips for the trip week of Tuesday through Monday will be posted on the prior Thursday by 4:00 p.m. The rotation of picking trips will begin on Monday at 9:00 a.m. in the bus garage. The first regular driver/aide listed on the seniority list may pick one trip from the entire list of trips or can pass for that round. A driver/aide must inform the transportation supervisor if they choose to reenter the bidding on the next round before the supervisor is ready to call their name again. Each succeeding driver/aide will pick one trip from the trips remaining. The rotational picks will continue until all trips have been depleted. The name of the driver/aide that is next on the seniority list when the trips have been depleted will begin the process the following Monday at 9:00 a.m. The process of picking trips shall end at 10:00 a.m. on Monday. Trips may not be traded.

All drivers/aides must make their decision and pick during this time period including the selection of any make-up trips. If a driver/aide is unable to attend at 9:00 a.m. because they are working in another capacity for Newark City Schools, they may designate another bargaining unit driver/aide in writing (via proxy) to represent them at the meeting. The driver/aide left in charge as a proxy ultimately will have the final decision on the trips selected for the driver/aide. Drivers/aides should be as clear as they can be with their proxy. There must be a minimum of one (1) hour between two (2) trips on the same day for a driver/aide to bid on both trips. However, if both trips are entirely within ten (10) miles from the Newark Bus Garage, then there will only need to be a minimum of fifteen (15) minutes between the trips.

All drivers/aides will be placed on the trip list. Drivers/aides will be eligible for all trips. The Board may use activity vans from time to time so long as there is no violation of the Ohio Revised Code. Trips requiring student capacity that exceeds the use of two (2) activity vans shall be taken on a yellow school bus. If a driver/aide takes a trip that takes them from their regularly scheduled route, the hours they miss from their regularly scheduled route are deducted from the total hours of the trip. Students may be transported by charter bus for trips that are paid for through non general fund dollars. Each week the Association president will be provided a list of all trips to include van trips and charter routes taken.

2. If a regular driver's/aide's trip is cancelled, or the starting date and/or time of the trip has been changed after bidding and the driver/aide cannot take the trip because of other obligations, the driver/aide will be offered a makeup trip of their choosing at equal or less hours as the cancelled trip from the next two (2) eligible trip packets. Any makeup trip of 12.25 hours or more will be offered two options, from which the driver/aide must choose one. Option one (1), the driver/aide waits for a makeup trip of equal hours up to half hour less. Option two (2), the driver/aide picks one (1) and only one (1) trip of their choosing within the next two (2) trip packets not to exceed the hours of the makeup trip. The driver/aide must specify which option they choose at the next trip meeting. If the driver/aide chooses option one (1) and no trip becomes available by the end of the school year, the driver/aide loses the makeup trip.

An employee who is absent from any portion of his or her regular routes (including Kindergarten, if applicable) due to any form of leave, unless pre-approved, will forfeit any trip for that day. An employee who is absent from any portion of his/her regular route(s) (including Kindergarten, if applicable) due to any form of leave, unless pre-approved, on a Friday, will forfeit all trips for that Friday, Saturday and Sunday. An employee who takes an evening trip and uses any form of leave, unless pre-approved, for the regular route the next morning will forfeit taking any evening trips until the third following Monday at 10:15 a.m.

3. A written record listing trip date and time shall be posted and maintained as described in Item 1. However, the Board shall not be required to follow this list in emergency situations. Drivers who have other jobs in the district shall be eligible for trips between their a.m. and p.m. routes, so long as the trip does not conflict with other jobs the driver holds in the District.
4. Any trips that come available after 10:00 a.m. Monday that need to be filled the same week will be called out by radio, phone, or text and follow an additional trip list based on seniority. The employer will wait fifteen (15) minutes after attempting to contact the appropriate driver/aide before moving on to the next driver/aide in order according to the list. The additional trip list will be a sign-up based list, regular drivers/aides will be asked if they would like to be on/off the additional trip list when drivers/aides bid on their route. If a driver/aide at any point during the school year would like to be added/taken off the list, they need to submit in writing to the Transportation Supervisor. Any new hire will automatically be added to the bottom of the additional trip list when hired. A person who is absent shall be passed if his/her name comes up for a trip. A driver/aide must state immediately whether he/she is accepting the previously unknown trip when it is offered. If a trip is declined, then it will be offered to the next regular driver/aide on the additional trip list. Any driver/aide who refuses a request for a previously unknown trip two (2) times in a row shall be removed from the list for a period 1 month. Any driver/aide who refuses a previously unknown trip two (2) times in a row a second (2<sup>nd</sup>) time shall be removed from the list for three (3) months unless working in some capacity for Newark City Schools.



5. Once accepted, only in the case of an emergency may a trip be turned back in. A trip must be turned in to the Transportation Supervisor or his or her designee. An emergency is defined as a death in the immediate family, the employee's serious illness or injury, or other reason in the Supervisor's sole discretion. A trip that is turned back in for any reason, except in the case of an emergency as defined above and except as set forth in Section 2 above, will cause the person turning in the trip to forfeit picking any trips until the following Monday at 10:15 a.m. Any time an employee doesn't show up for a trip for any reason, other than described above, shall forfeit picking any trips until two (2) following Mondays at 10:15 a.m.
6. Drivers shall be notified as far in advance as possible when trip cancellations are necessary. It is expected that the Transportation Department be notified as far in advance as possible when a driver needs to turn a trip back in. If a trip is cancelled and the driver is notified before he/she leaves home, no obligation is incurred. A driver arriving at the Transportation Department or at the point of departure who is then told the trip is cancelled, will be paid a minimum of two (2) hours and given a makeup trip (the next trip which the driver is eligible to take).
7. A driver and/or bus may not leave the event area without the express permission of the advisor/coach. The advisor/coach must be given the location and phone number of where the driver can be reached. Bus request forms must have a space provided for noting the requirement that the bus driver and/or bus remain on site during the scheduled event for which the trip is taken.
8. Trips less than two (2) hours will be paid at two (2) hours drive time.
9. All coaches and advisors will be given a list of state and local rules. A driver may notify the Transportation Supervisor if the driver believes that a violation of those rules has occurred.
10. Drivers of trips will not be required to chaperon students on trips. All trips shall have an adult chaperon riding the bus, and the chaperon will be given a set of state and local rules. This provision shall be strictly adhered to by the Board. However, if the trip is entirely within ten (10) miles from the Newark Bus Garage, then an adult chaperon may not be required.
11. Overnight Trips - Payment starts from the bus garage and ends when reaching the motel for the night. Payment begins again the next day from the motel and ends when clean-up is completed back at the bus garage. Room and cost of meals will be paid by the sponsoring group. In the event of a weather emergency, drivers will be paid from the time they leave the bus garage until the time they return, including the fueling and clean-up of the buses. If a driver receives an overnight trip, that driver may be released from driving their regular route.
12. Trip Sheets and Payments - A trip sheet must be filled out for each trip. It is to be complete and accurate with regards to destination(s) and number of students and hours of the trip and include the time the bus leaves the bus garage compound until





driver may be used. This language shall also be utilized when/if a trip is "turned in" in accordance with Article 18 (C)(5).

## **ARTICLE 19** **CALAMITY DAYS**

Employees shall be paid for all time lost when schools are closed due to inclement weather, fuel shortage, power failure, mechanical breakdown, epidemic, or other public calamity as set forth in Ohio Revised Code §3317.01(B).

1. If schools or a building is closed for the entire school day for the reasons set forth above, employees shall be paid for all time lost due to their inability to work. Classified employees who are required to work in this circumstance shall receive equal compensatory time off for such work. Employees who are required to work during a delay when schools are on a delay shall receive compensatory time for hours worked.
2. When schools have opened for the morning session and there is an early dismissal due to the reasons set forth above, all first shift bargaining unit members must continue to work their regular hours until their job is secured. The building and equipment they work with must be secured, all students must be returned home and the buses returned to the bus garage. Employees shall not be paid additional monies or receive compensatory time off for such work. The Superintendent or designee shall be responsible for releasing first shift personnel from their jobs when early dismissal occurs. Except as otherwise set forth in this Section 2, first shift employees who are required to work after first shift personnel have been released shall receive equal compensatory time off for such work. Bus drivers who are called back early to take children home shall not receive compensatory time off for such work.
3. Second shift employees who are required to work when the building to which they are assigned has remained closed shall receive equal compensatory time off. Employees must call their supervisor one (1) hour prior to the start of their shift to determine whether their building has been reopened to the public. Second shift employees who work after the building to which they are assigned has been reopened to the public shall not receive equal compensatory time off or additional pay.
4. Leave scheduled to be taken on a calamity day shall be returned to the employee due to the fact that school was not in session or on a delayed start during the regular schedule for the employee. The time returned will be the time school was not in session or on a delayed start while the person was on the scheduled leave.

## **ARTICLE 20** **JURY DUTY**

- A. An employee serving on a jury, or attending a court of law as a plaintiff, defendant, witness, juror or otherwise as a part of the proceedings if related to the employee's employment in the District, shall be paid his or her regular compensation. In the event an employee is notified to appear for jury duty he/she shall submit such notice to the Board Treasurer's Office and the employee's immediate supervisor as soon as possible. The Office of

Classified Personnel and Support Services shall be notified promptly when a jury summons is received.

- B.** An employee who is dismissed early shall be required to return to work for the remainder of his/her shift, if the time remaining equals more than one-half of the shift. Time required for the employee to serve as a juror shall be release time not chargeable to either sick or personal leave.
- C.** The employee shall receive his/her regular rate of pay for all hours they would have worked during the time he/she is required to serve as a juror. Upon return from jury duty, the employee shall remit such payment as received from the courts to the Board Treasurer if the time spent on jury duty interfered with the employee's regularly scheduled work day. If time served on a jury did not conflict with the employee's schedule, then monies allotted employee by the court shall not be turned in to the Board Treasurer if the employee worked. Upon return from jury duty and receipt of payment, the employee shall immediately remit said amount (if applicable) to the Board Treasurer. If the employee does not remit this amount, a like amount shall be deducted from his/her pay the next payroll period.

## **ARTICLE 21**

### **SICK LEAVE**

- A.** As mandated in the Ohio Revised Code §3319.141 (Sick Leave), employees may utilize sick leave, upon approval of the responsible administrative office of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees. Sick leave may also be used for absence due to illness of an employee's father, mother, son, daughter, sister, brother, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, aunt, uncle, sister-in-law, brother-in-law, niece, nephew, step-parent, any other person or child in member's custody who lives in same household, and/or spouse, regardless of whether those individuals reside in the employee's household. An employee may also use sick leave for absence due to the illness of any person domiciled in the employee's household. The responsible administrative officer of the employing unit may require that absence was caused by illness or disability due to any of the causes mentioned in this section regardless of the length of illness. Compensatory time may not be used for purposes of sick leave, unless the employee has no accumulated sick leave. Nothing in this Master Contract shall waive the Board's responsibility to abide by all provisions of the Family and Medical Leave Act of 1993.
- B.** Each classified employee employed by the Newark Board of Education shall be entitled for each completed month of service sick leave of one and one-fourth (1-1/4) of their work days with pay, as described by Ohio Revised Code §3319.141. Unused sick leave shall be cumulative at the rate of one and one-fourth (1-1/4) days per month. Personnel employed in Ohio for the first time are advanced five (5) days sick leave. However, if used, these five (5) days must be re-earned before additional days are accumulated. Personnel new to the Newark City Schools having accumulated sick leave in other appropriate Ohio employment, as defined in Ohio Revised Code §3319.141, may transfer a maximum of one hundred fifty (150) days to the Newark City Schools. The Board may require an employee

who has been absent for three (3) or more consecutive days due to illness, injury, or exposure to contagious disease which could be communicated to others to provide a written, signed statement from the employee's attending physician justifying the period of absence, as well as a return to work authorization from the attending physician. An employee who has been absent for three (3) or more consecutive days due to illness in the employee's immediate family, as provided in paragraph A above, may be required to provide a written, signed statement from the immediate family member's attending physician justifying the period of absence.

- C. When accumulated sick leave is exhausted an employee must, if unable to return to work due to physical disability, request a disability leave of absence in writing to the Director of Classified Personnel and Support Services. All such requests shall be accompanied with a statement from a licensed medical physician verifying the need and probable period of time the employee will be absent. The Board shall grant a disability leave of up to one (1) year duration upon submission of proof of a physical disability. An extension may be granted upon written request of up to one (1) year if the employee can demonstrate continued need for disability leave. The Board may have a physician of its choice examine the employee to render a second opinion for an extended leave. Employees will continue to be covered by the insurance in effect while on sick leave. An employee who desires to maintain insurance coverage while on a disability leave of absence must file a request with the Treasurer of the Board indicating his/her commitment to pay insurance premiums on the first day of each month for the duration of the disability absence. During the employee's leave, the Board may fill the vacancy in accordance with Article 6.
- D. The Board and the Union hereby agree to establish a Sick Leave Bank for members of Local 190, beginning September 1, and ending August 31 of each year, for the purpose of donating sick days for the personal use of the employee, on the following basis:
1. An enrollment period shall be established between September 1 and September 15<sup>th</sup> for each current member of the bargaining unit to voluntarily donate unused sick leave days to a Sick Leave Bank (the "Bank"). New employees may voluntarily donate one (1) unused sick leave day to the sick leave bank at the time of employment. If an employee is on sick leave bank during the enrollment period, after returning to work, the employee must donate a sick leave day as soon as the sick leave has accumulated in order to remain a member of the bank. Employees must donate one (1) contracted day per year (regardless of hours worked) to be a member of the Bank. In order to be established, the Bank shall have not less than two hundred and forty (240) hours as certified by the Association. If the number of hours in the bank falls below five hundred (500) hours, the Association may call for an emergency drive to replenish the Bank. The Bank shall not exceed a maximum of thirty-five hundred (3,500) hours. An employee who retires or resigns may donate up to fifteen (15) days (number of employee's contract hours per day) to the Bank.
  2. A committee comprised of the Board Treasurer or his/her designee, the President of the Union, or his/her designee, one (1) Administrator chosen by the Superintendent, and one (1) bargaining unit member chosen by the Union President,

shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.

3. To be eligible to apply for days from the sick leave bank, bargaining unit members must have a serious illness or injury, must have exhausted all of their sick leave accumulation, and have used five (5) consecutive deduct days taken immediately prior to applying for sick leave bank days. These five (5) consecutive days shall not be counted against the four (4) salary deduct days provided in the Salary Deduct Article. Approved bargaining unit members may be granted up to a maximum of twenty (20) days from the Bank in any one (1) school year. The members shall be required to provide documentation to the Committee. In no case shall the Bank be used to postpone a bargaining unit member's application for disability retirement. Further requests for use of the sick leave bank will be by an individual membership drive, that shall be voted on by the Sick Leave Bank Committee.
4. An employee who has been granted sick leave bank days, upon return to work, must pay back to the sick leave bank three (3) of the sick leave bank days used by the employee. The Treasurer may recover the payback at any time within eight (8) months of the employees return to work.
5. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.
6. After exhausting the twenty (20) days available to an employee from the sick leave bank, an individual drive may be called by the association. Upon approval by the sick leave bank committee an employee who has developed a serious illness or injury may, upon request, be granted up to sixty-five (65) days donated as a result of an individual drive. If the sick leave bank committee determines that an employee is suffering from a terminal illness the employee may be awarded an unlimited number of days donated as a result of an individual drive.

## **ARTICLE 22**

### **BEREAVEMENT LEAVE**

An employee will be given up to five (5) days paid leave in the event of the death of a parent, spouse, child, step-parent, grandchild, sibling or person who was domiciled in the employee's household, or up to three (3) days paid leave in the event of the death of a parent-in-law, son-in-law, daughter-in-law, grandparent, or one (1) day paid leave in the event of a death of an aunt or uncle, sister-in-law, brother-in-law, niece or nephew for bereavement purposes, including attendance of the funeral. When requesting bereavement leave, the employee shall provide as much advance notice as possible to his/her immediate supervisor. An employee may be required to provide verifications of death. An employee may use vacation, personal leave or pay deduct days if additional time off is required. Additionally, sick leave may be granted if justified by a doctor's excuse.

**ARTICLE 23**  
**ATTENDANCE**

The Union and the Board recognize that although most employees have, a good attendance record, employees must have satisfactory attendance in order to properly perform their job and serve our community.

Bargaining unit members whose attendance rate (excluding vacation, compensatory time, holidays, jury duty, or any subpoenaed court appearance on behalf of the Board, one (1) personal day (for those employees who do not qualify for vacation), bereavement, union leave, workers compensation on a Board-related incident, military leave, assault leave under Article 27, and FMLA only) reaches the level set forth below from July 1 through June 30 of each year shall receive the appropriate payment: This payout will occur on the first (1<sup>st</sup>) pay in August. The bonus shall be paid to all contracted employees who have met the criteria to earn the bonus, including those employees who worked 120 or more days in the year, regardless of their hire date.

- 96% - \$10 for each contract hour
- 97% - \$20 for each contract hour
- 98% - \$30 for each contract hour
- 99% - \$40 for each contract hour
- 100% - \$55 for each contract hour

(For example, a custodian II working five (5) scheduled hours per day per week who achieved a 97% attendance rate for the year would receive a \$100 payment. Employee(s) may be absent no more than a combined total of one hundred fifty (150) hours on approved Union leave per year without affecting eligibility for the bonus.)

**ARTICLE 24**  
**PERSONAL LEAVE**

- A.** The Superintendent of Schools or his/her designated representative is authorized to grant to any employee up to three (3) unrestricted personal leave days a year. For new employees, personal leave will be prorated. Such personal leave is to be granted only upon request, in writing, made at least three (3) days before the period of absence is to begin (except in emergency conditions included below). Personal Leave may be denied if the grant of leave will interfere with the operation of any department. Leave will be approved on a first come first served basis.
- B.** Specific events or circumstances beyond the control of the employee for which leave shall be granted without prior written request are as follows. Notification of reason of absence must be submitted in writing to the Superintendent of Schools or his/her designated representative no later than the first day of return to work.
  - 1. Attendance upon the funeral ceremonies of a close friend, or relative, or by performing as pallbearer at any funeral.
  - 2. Attendance in court of law as plaintiff, defendant, witness, or otherwise as part to the proceeding, and late notification did not allow for five (5) day request period.

3. "Acts of God" such as weather or unexpected home calamities.

The Superintendent may in his/her discretion require affidavits under oath of the person or others in the event that deductible days are requested under the events or circumstances listed above. This statement of policy on special leave is not intended to affect any prior statement of the Board of Education on sick leave.

- C. An employee's unused personal leave will be converted to sick leave at the end of each fiscal year at a rate of two (2) sick days for each personal day.

## **ARTICLE 25** **SALARY DEDUCT**

Each year numerous requests are received from staff members to be absent from duty with a salary deduct for a variety of reasons. Because of the number of requests and the length of time involved, it has become necessary to place a limitation upon the number of days a staff member may be absent with a salary deduct. The maximum number of days a staff member may be absent from duty with a salary deduct will be four (4) working days per contractual year) unless otherwise covered by Board policy, or approved by the Superintendent (unusual conditions). The five (5) consecutive deduct days taken immediately prior to taking sick leave bank days shall not be counted for this purpose. As much advance notice as possible is necessary. The ability to continue the educational program will be a criteria in determining the appropriateness of such unpaid leave. Staff members are expected to fulfill the contractual obligations for which they were employed. Absenteeism should be confined primarily to those reasons covered by the Sick Leave and other Board of Education approved policies. This limitation in salary deduct days is deemed essential to the educational welfare of the students attending the Newark Schools. Therefore, the use of salary deduct days in excess four (4) working days per contractual year will subject the employee to disciplinary action up to and including discharge, unless the absence is otherwise covered by Board policy or approved by the Superintendent. Special Leave with salary deduct is intended to cover circumstances outside other leave agreement and policies.

## **ARTICLE 26** **LEAVE OF ABSENCE**

- A. Upon written request to the Superintendent, the Board of Education may grant a leave of absence for a period of not more than two (2) years, nor less than ten (10) days at a time, for education, professional, or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. Upon the return of an employee from leave, the Board of Education may layoff the person hired from outside the system who replaced the returning employee. If the person employed for replacing an employee on leave is continued on a regular basis, or if the employee is hired by the Board as a regular employee within a year after his employment as a replacement, such employee shall receive credit for length of service with the Board during the aforementioned replacement period.
- B. Any credit awarded to an employee mentioned above shall be in compliance with this Agreement. A former regular employee returning from a leave of absence for the number of work days in the employee's contract year as reflected in the employee's annual salary



notice or less shall be returned to his/her former assignment. A former regular employee returning to the system from a leave of absence longer than the number of work days in the employee's contract year as reflected in the employee's annual salary notice but within two (2) years from the date the former employee was granted such leave, shall have no rights with respect to his or her former position and shall be placed in a position that best meets the needs of the district in the sole discretion of the Board, provided, however, that such employee shall be placed on the same pay step that he/she left on the existing pay scale at the hours for the position in which he or she is placed. The count of contracted work days shall begin to run once the employee goes on an unpaid leave of absence. The Board may, in its sole discretion, pay the employee on the same pay step that he or she left on the existing pay scale at the hours of the employee's former position. An employee who is on approved leave for a Certified Workers' Compensation Claim in which the Board is the employer shall be entitled to continue his insurance on the same basis as Medical and Dental Insurance if the employee is taking the coverage at the time of the approved leave for a period of six (6) months.

**ARTICLE 27**  
**ASSAULT LEAVE**

- A. Any member of the bargaining unit, who, in the course of his/her assigned duties, is assaulted as the result of a duty-related (as opposed to personal) dispute, and is temporarily disabled, as determined by a licensed medical person, by any injury resulting from such assault, shall be eligible for "Assault Leave" subject to the following conditions:
1. To be eligible for "Assault Leave" the bargaining unit member shall apply for Workers' Compensation benefits. An employee shall receive his or her regular rate of pay up to a maximum of twenty (20) days or until the employee receives Workers' Compensation benefits, whichever occurs first.
  2. During the time the employee is on a leave under this policy, there shall be no loss in benefits or reduction in accumulated sick leave.
  3. To be eligible for "Assault Leave", the member of the bargaining unit must file criminal charges with the proper authorities. Any employee who receives benefits under this policy shall cooperate with the City Law Director in criminal prosecution resulting from the assault. Upon completion of 1 & 2 of this article, said employee will not be required to have any contact with assailant for the remainder of the school year if another replacement is possible in the same building for the student.
  4. Hostage Leave - Any employee who has been taken hostage and files charges shall be eligible for up to sixty (60) days with pay at his/her regular hourly rate which shall not be charged to sick leave, vacation, or any other accrued leave, as determined necessary by a licensed physician or psychiatrist to recover from stress.

**ARTICLE 28**  
**SEVERANCE PAY**

- A. All employees of the Newark City Schools employed under provisions of the School Employees Retirement System of Ohio, at the time of retirement from this system, shall be eligible for compensation for one-fourth (1/4) of the value of their accrued but unused sick leave credit as defined below. The request for severance allowance shall also include the employee's resignation from employment in the Newark City Schools. The employee must, within one hundred eighty (180) days of the last day of employment with the Board, prove acceptance into the SERS. Employees eligible for severance pay will be notified by the Treasurer of the Board upon receipt of notification of retirement. Employees who provide notice of retirement by March 1, and thereafter complete the duration of their contract, shall receive a one-time retirement bonus of \$1,000 dollars payable upon completion of their last contracted workday.
- B. The severance allowance shall be one-fourth (1/4) of the value of accrued unused sick leave with a maximum allowance not to exceed sixty-five (65) days, except as set forth in this Article. If an employee has 96% attendance or higher in one (1) of the previous two (2) years prior to retirement, the employee will receive 50% of his/her accrued unused sick leave up to a maximum allowance not to exceed one hundred and thirty (130) days. After June 30, 1997, employees who maintain perfect attendance (no sick days, no personal leave days, and no salary deduct days) during a school year (July 1 - June 30) shall receive one (1) additional day of severance allowance up to a maximum of ten (10) for each year of perfect attendance.
- C. Compensation shall be based upon the employee's daily rate of pay at the time of separation. Payment for sick leave under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. Request for payment should be made to the Treasurer of the Board of Education at the time application is made for retirement to the School Employees Retirement System of Ohio. Said request for severance allowance shall also include the employee's resignation from employment in the Newark City Schools. Payment shall be made the pay date following the effective date of resignation and official retirement. Upon the death of an employee in pay status with the Board, severance pay and unused vacation will be paid to the beneficiary as identified in the deceased employee's life insurance policy.

**ARTICLE 29**  
**DUES DEDUCTION**

- A. Dues deduction for OAPSE shall be the current dues per working month and shall begin the month dues deduction authorization is submitted in writing to the Treasurer. OAPSE shall be responsible for providing the Board with the specific dollar amount to be deducted from each employee's paycheck. Dues deductions may be revoked by the employees in writing if the request is in accordance with the process and procedures contained on the signed-membership application dues deduction authorization form, so long as permitted by law.



- B.** The Local President and Treasurer shall notify the Board Treasurer on or before September 1 of each year of any change in state dues as voted at the annual delegate conference or local dues as voted by the Local. The Treasurer will deduct the current dues for that year. The Local on behalf of itself and the Ohio Association of Public School Employees (OAPSE) AFSCME, AFL-CIO agrees to indemnify the Board and hold it harmless against any and all costs, claims, demands, suits or other forms of liability, that may arise out of or by reasons of any action taken by the Board for the purpose of complying with the implementation and enforcement of the provisions of this Article.
- C.** Fair Share. (Unless the law changes to allow for the collection of a Fair Share Fee, this section shall remain dormant.) On the effective date of this Master Contract, and for employees hired after the effective date of the Master Contract sixty (60) days following their employment, employees in the Local who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Board. Such fair share shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Board of the fair share amounts and of any changes in the fair share amount in the same manner as notification of amounts and changes in the amount of dues deductions. Fair share amounts shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Board to the Union in the same manner, except that written authorization for deduction of fair share fee is not required.
- D.** The Board agrees to deduct from the wages of any employee who is a member of the Union, a Public Employees Organized to Promote Legislative Equality (PEOPLE) donation as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made. The PEOPLE deductions are separate from any dues and shall be sent in a separate check to the Union State Treasurer.

### **ARTICLE 30** **MILEAGE AND LIABILITY**

The Board agrees to reimburse all employees who drive their personal vehicles to service the Board of Education at the prevailing internal revenue service (IRS) rate. Any employee that is required to take training pertaining to their position shall be eligible for mileage reimbursement for travel outside the District. Employees who are required by their supervisor to transport school equipment, or supplies in their personal automobile shall not be held liable for accident loss or damage unless the loss or damage is a result of negligence or misconduct. Employees will not be required to transport students in their personal vehicles.

### **ARTICLE 31** **PERSONNEL FILES**

- A.** Any classified employee of the Newark City School District may review the contents of his/her personnel file provided that such inspections:

1. Are scheduled at least twenty-four (24) hours in advance;
2. Do not interfere with assigned responsibilities of the employee;
3. Are in the presence of the superintendent or his/her designee; and
4. Are limited to three (3) per day.

No item may be removed from the file by the employee.

- B.** Written reprimands or complaints which are to be placed in the employee's personnel file shall be shown to the employee and the employee shall be asked to sign the document to acknowledge he/she has seen it. The employee's signature shall not mean that he/she agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file. If the employee disputes the contents of the written complaint or reprimand, he/she may write a rebuttal. Any employee may request a copy of any document in his/her personnel file at no cost to the employee.
- C.** If an employee and the Director of Classified Personnel and Support Services or his/her designee agrees there is adequate evidence that certain material presented as factual in said member's file is irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the employee and the Director of Classified Personnel and Support Services or his/her designee are unable to reach an agreement, and the employee still feels the material presented as factual in the file is irrelevant, inappropriate, or inaccurate, such employee shall have the right to attach a written statement to the disputed information including the date when filed.
- D.** Appropriate personnel authorized to have access to the personnel files are the Treasurer, administrative and supervisory persons, union officials, State Department of Education and Local Board of Education, officials responsible for determining proper maintenance of such records, authorized law enforcement officials, individuals authorized by law or statute, the individual or an attorney authorized by the individual. Individuals, other than appropriate personnel, wishing to review personnel records shall:
1. Request access to a specific file, in writing, at least forty-eight (48) hours in advance. A copy of the request shall be given or mailed to the employee within twenty-four (24) hours of the request;
  2. Be eighteen (18) years of age or older;
  3. Read the records in the presence of the administrator or designee designated to maintain such records, and in the presence of the affected employee at his or her option; and
  4. Make no alterations or additions to the record nor remove any materials there from.
- E.** Personnel records shall be available for review except for matters which are exempted by law as set forth in O.R.C. 149.43(A) (1):
1. Confidential law enforcement investigatory records;

2. Medical records;
  3. Trial preparation records; and
  4. Any other records the release of which is prohibited by state or federal law.
- F.** Disciplinary action that is three (3) years old shall be of no further effect for future disciplinary purposes provided the employee has not received any subsequent discipline during that three (3) year period.

### **ARTICLE 32** **SERS PICK-UP**

Board agrees to pick-up the employees' SERS contribution utilizing the Salary reduction method of pick-up. It is not the intent of this "Pick-Up" to increase the compensation to any employee.

### **ARTICLE 33** **UNION RIGHTS**

- A.** Equipment Use - Upon reasonable request of the Union, the Union shall have the right to use school buildings on the same basis as members of the general public and also use school equipment, provided such use is made on school property, does not interfere with the school use of such equipment, and is done when the classified member is not scheduled to work. Use of the telephone will be limited to local calls and the OAPSE "1-800" line and will not interrupt other employees on duty. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. Denial of the use of other equipment shall not be arbitrary or capricious. The Union shall pay for all consumable supplies.
- B.** Bulletin Board Use - The Union shall have the non-exclusive use of a bulletin board, located in a mutually agreed upon place. Any material posted shall be signed by an authorized representative of the building.
- C.** Courier - The Union shall have the right to the use of school inter-departmental mail service to the extent such use is concomitant with school use of such service.
- D.** Damage Liability - Unit members shall be held liable by the Board for accidental loss or damage to school equipment and supplies being utilized for Union business.
- E.** Board Meeting Agenda - The Superintendent shall mail an advance copy of the agenda of each Board meeting to the Union President or his/her designee on the Friday before a regular Board meeting.
- F.** Board Policies - A written copy of all Board policies shall be placed in each Principal's office and shall be available to unit members on request. Board policies are not to be removed from the Principal's office. Change in Board policies shall be provided to the Union President.

- G. The OAPSE Local Treasurer shall be notified of all newly hired employees each month.
- H. The union shall be allowed the use of the District's email system SUBJECT TO DISTRICT AND LACA ACCEPTABLE USE POLICIES.

**ARTICLE 34**  
**LUNCH PERIODS**

Each full time classified employee will be allowed an unpaid and uninterrupted duty-free lunch period as assigned by the immediate supervisor prior to the start of the school year. Employees will be given written notice prior to any change in their scheduled lunch period. Unit members may leave the work site during the lunch period. Unit members may eliminate their lunch period in order to shorten the workday provided it does not interfere with their assigned duties at the end of the workday mid with the prior approval of the immediate supervisor.

**ARTICLE 35**  
**ATHLETIC PASSES**

- A. All employees who volunteer for five (5) or more hours of athletic department related activities, as determined by the Athletic Director, shall receive complimentary passes to school-sponsored activities as designated below:
  - 1. High School  
Season passes to Senior High School football and basketball games may be requested by unit members through the Office of the Director of Athletics.
  - 2. Middle School  
Unit members are permitted to attend all middle school activities by identifying themselves at the gate/door.
- B. Employees who have retired after at least twenty (20) years of employment with the Board shall be entitled to two (2) season passes to either football or basketball.

**ARTICLE 36**  
**JOB DESCRIPTIONS**

There shall be attached to each initial letter of employment a job description. Any person changing classifications will receive a job description of the classification to which they are transferring with their letter of transfer. The Board has the management right to create and modify all job descriptions provided that if revisions are made in a job description, copies will be sent to those individuals within the classification and the Union president prior to any changes. Any new job descriptions and all changes must be discussed with the union prior to implementation of the change.

Guidelines and procedures for various employee groups shall be placed in handbooks and reviewed at the beginning of each school year via staff newsletters and/or meetings with supervisors.

Supervisors may perform limited bargaining unit work, provided it does not result in the layoff of bargaining unit members. Bargaining unit employees may direct or correct unruly students, but shall not be responsible for the ultimate discipline of students. Ortho aides shall not have work assigned to them on a permanent basis when there are more than one (1) ortho aides in the classroom. This does not mean there will be equal rotation with an equal number of days worked for each aide. This does not apply to one-on-one aides assigned to a student.

**ARTICLE 37**  
**PAY PERIODS**

All employees shall be paid in twenty-six (26) installments.

All employees shall be on direct deposit.

Due to the Ohio law, there is a seven (7) year payroll "skip" that is recognized by both Management and the Union in accordance with the Auditor of State's guidelines.

**ARTICLE 38**  
**TERM LIFE INSURANCE**

The Board will provide a group term life insurance policy or policies with benefits in the amount of \$50,000 for classified employees under contract for thirty-five (30) hours or more per week, \$20,000 for classified employees under contract for twenty (20) to twenty-nine (29) hours per week, and \$10,000 for all employees working less than twenty (20) hours per week. The Board agrees to deduct an amount for additional life insurance for all interested employees provided (1) the Board is properly indemnified by the carrier, (2) the Board receives satisfactory authorization from the employee and (3) enrollment only occurs once each year. Upon retirement, an employee will be eligible to maintain an insurance policy at the premium rate deemed appropriate by the Insurance Company.

**ARTICLE 39**  
**NO-SMOKING POLICY**

A. The Board has the authority to institute a "No-Smoking" policy consistent with the following:

1. Discipline - Employees who violate the Board's "No-Smoking" policy will receive progressive discipline consisting of verbal warning, written warning, and three (3) day suspension. For subsequent violations within a twelve (12) month period, employees will continue to receive additional three (3) day suspensions. No employee will be terminated for violation of the "No-Smoking" policy. Discipline for violation of the "No-Smoking" policy may be removed from an employee's file if no further violation occurs during a 12-month period.

2. Designated Smoking Areas - There shall no longer be any designated smoking areas and employees are prohibited from smoking or using tobacco products of any kind on school grounds, school-owned vehicles, and school buildings. Employees who are off-duty and attending a public function may use tobacco products as permitted by the general public.
3. Smoke-Free Programs - The Board will provide employees with a one-time reimbursement of up to \$165.00 to be used for a legitimate smoke-free program, upon submission of evidence of completion of such program. If acceptable to the program, the Board agrees to pay the fee directly to the program sponsor. Additionally, the Board will commit up to \$1,000.00 per year to be used by employees for up to two additional programs if they failed to become smoke-free after completing the first program in good faith. The Board shall carry-over any unused portion of the \$1000.00 pool for use in future years.

#### **ARTICLE 40** **DRUG TESTING**

- A. Both the Board and the Union desire a workplace that is free from the adverse effects of drugs and alcohol. The parties acknowledge that substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public. Accordingly, the Board and the Union agree to work together to reduce and eradicate the abuse of drugs and alcohol.
- B. Employees shall be prohibited from:
  1. Consuming and possessing alcohol while at work, or reporting to work or working under the influence of alcohol; and
  2. Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal/controlled substance without a prescription at any time.
- C. Employees will be required to submit to drug and alcohol testing where the circumstances raise a reasonable suspicion concerning the existence of drug or alcohol use. Reasonable suspicion will be based on observed behavior that can be attributed to substance use including, but not limited to, observations concerning the employee's appearance, behavior, speech, or breath odor. An employee reasonably suspected of using drugs or alcohol, or of being under the influence of the same while on duty, shall be required to submit specimens which will be analyzed by a lab certified by the National Institute on Drug Abuse (NIDA) and which adheres to all commonly accepted medical and legal safeguards relating to collection, chain of custody, and other requirements to ensure optimal reliability and validity of test results. The test shall be conducted for the presence of alcohol or controlled substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, including but not limited to, marijuana, cocaine, opiates, amphetamines, phencyclidine, barbiturates, propoxyphene, methadone, methaqualone, benzodiazepines, or metabolites or synthetic variants thereof. An employee who refutes the positive result of a drug or alcohol analysis may request that a second analysis of the original specimen be

conducted. The cost of the initial drug and alcohol test shall be paid for by the Board. The cost of the second test will be paid by the employee in advance, however, the Board will reimburse the employee if the second test is negative. Employees required to submit to drug/alcohol testing will be compensated two (2) hours at their applicable rate of pay for such testing if they are not already receiving compensation for such time.

- D.** The medical records of employees with substance abuse problems and all records relating to drug and alcohol testing and their results shall remain confidential, unless the release of such records is necessary to defend a challenge by the employee or for other legitimate reasons.
- E.** An employee who tests positive for alcohol or controlled substances may be disciplined, up to and including discharge, in the sole discretion of the Board. Refusal to submit to a drug test, adulteration of specimens, or switching specimens may also be grounds for disciplinary action. The Board encourages any employee having a drug or alcohol problem to seek medical assistance promptly. However, continued unacceptable job performance, attendance, and/or behavioral problems which have been appropriately documented may result in disciplinary action, up to and including discharge.
- F.** Any employee who is referred to treatment by the Board in connection with drug or alcohol use and subsequently returns to work may be required to submit to random testing for a period of three (3) years.
- G.** As required by the Drug-Free Workplace Act of 1988, the employee is required to notify his supervisor within five (5) working days after the employee is convicted of a violation of any federal or state criminal drug statute, provided the incident that led to the conviction occurred at the workplace or any location where the employee is working. The employee's failure to report such a conviction shall result in disciplinary action up to and including discharge.

**ARTICLE 41**  
**MEDICAL INSURANCE**

The Board agrees to make available a medical insurance plan which, as a whole, is substantially similar to or better than the plan in effect at the date of this contract. (The medical insurance plan in effect at the date of this contract is Anthem Blue Cross Blue Shield, effective July 1, 2021). The Board will offer an optional high deductible health plan effective January 1, 2019. The premium cost to the Board for such plan shall be as follows:

<u>Hours Per Week</u>	<u>Single</u>	<u>Family</u>
0-less than 10	0%	0%
10-less than 20	0%	0%
20-less than 30	80%	65%
30+	80%	80%

Employees shall pay the remaining premium cost for such coverage. Employees who work less than twenty (20) hours per week shall not be eligible for monetary contributions made by the Board (except bus drivers, see Article 18) under any circumstances.



**ARTICLE 42**  
**DENTAL INSURANCE**

The Board agrees to make available a dental insurance plan which, as a whole, is substantially similar to or better than the plan in effect at the date of this contract. The premium cost to the Board for such plan shall be as follows:

<u>Hours per week</u>	<u>Board paid per month</u>
30-40	75%
20-less than 30	65%
Less than 20	none

Although the current dental policy provides only one premium rate, in the event there is a split rate for single coverage and family coverage, the same percentages as set forth in Article 41 for medical insurance shall apply.

**ARTICLE 43**  
**SALARIES**

- A. Salary schedules in effect July 1, 2018 are included in the Appendix, which provides approximately a two percent (2%) differential between each step in all classifications.

For FY 2021-2022 (effective 07/01/21) all employees will receive a three percent (3.0%) increase in their base pay.

For FY 2022-2023 (effective 07/01/22) all employees will receive a two and one-half percent (2.5%) increase in their base pay.

For FY 2023-2024 (effective 07/01/23) all employees will receive a two percent (2.0%) increase in their base pay.

All base salary increases are effective at the start of the employee's new work (contract) year.

All days worked, including while substituting, during a new hire's first year of employment shall count towards their 120 workdays in order to receive a Step increase.

Employees are at their years of service except those employees hired prior to June 30, 2012 and those employees whom the Board initially places on the Salary Schedule above Step 0. Due to budgetary constraints, the negotiated agreements covering the dates of July 1, 2010 – June 30, 2013 did not contain the advancement of Steps.

In recognition of the additional work that was required to provide educational services during the 2020-2021 school year as a direct result of the COVID-19 pandemic, each member employed during the 2020-2021 school year who worked at least one hundred twenty (120) days will receive a one-time lump sum stipend of one thousand dollars (\$1,000), not on the base, to be paid in the 2021-2022 school year. Those members employed during the 2020-2021 school year who worked less than one hundred twenty

(120) days will receive a one-time lump sum stipend of five hundred dollars (\$500), not on the base, to be paid in the 2021-2022 school year.

**B. Shift Differential** - The Board agrees to pay the following hourly shift differential:

2nd Shift (starting time 2:00 p.m. or later) - \$0.40

3rd Shift (midnight to 8:00 a.m.) - \$0.40

To be eligible to receive the shift differential, a unit member must work the majority of scheduled hours for the workday during the 2nd or 3rd shift. The shift differential shall be included for purposes of calculation of overtime.

**C. Tool Allowance** - With Prior approval of their supervisor employees in the following classifications will receive the corresponding tool allowance for hand-held mechanical tools required in the performance of their jobs, payable upon presentation of a sales receipt prior to June 15<sup>th</sup> of any year of this contract in an amount not to exceed that set forth below.

Mechanic	\$599.00
Maintenance	\$599.00

**D.** The Board will not pay the tax on any approved purchases. The Board shall provide a pre-paid debit card to those eligible employees for the sole purpose of making such purchases.

**E.** The Board will provide a sufficient number of uniforms which will be replaced as needed for the following employees:

- Maintenance
- Mechanic
- Custodian I
- Custodian II (Shirt)
- Food Truck Driver
- Bus Driver (Shirt)

Employees are required to wear their uniforms, unless such requirement is waived by the supervisor.

Additionally, shorts may be worn subject to the following guidelines:

1. Shorts may be worn by uniformed employees at any time during the year that it makes them feel more comfortable.
2. Only shorts that resemble as closely as possible the color, texture, fabric and style of the standard issue uniform pants may be worn.
3. Shorts should be no shorter than three (3) inches above the knee.
4. Uniform tops will remain the same and will be worn when wearing shorts or pants.

- F.** All classified employees who work second shift have the option to come in at either 7 am. or 9 a.m. the next day when school is not in session with the prior approval of the supervisor.
- G.** Extra time shall be paid pursuant to time clock for only twenty (20) consecutive working days. After twenty (20) consecutive days the extra time shall be added to the employee's contracted hours.
- H.** Food Service Personnel shall receive a minimum of two (2) hours per day.
- I.** One-on-one aides shall not suffer a decrease in their hourly rate if they continue to work with the same student that graduates/transfers to a non-title building, so long as the aide continues to work with that student.
- J.** Approved waiver days shall not result in a loss of pay for unit members from year to year. Any bargaining unit member who is absent on an approved waiver day must use a dock day. Any such dock days will not count toward the four (4) days listed in Article 25.
- K.** If the employer makes an error in an employee's check and the amount exceeds fifty dollars (\$50.00), a check will be issued within three (3) business days after the day it is brought to the attention of the Treasurer.
- L.** Any short hour employee completing extra work shall be paid their regular rate of pay.
- M.** For FY 2021-2022, 2022-2023, and 2023-2024 \$0.60/hour will be added to Step 0 for Classroom Aide HQ each year instead of the percentage annual increases set forth in paragraph A. The remaining steps in the classification (Steps 1-16) will be adjusted to reflect this increase.
- N.** For FY 2021-2022 \$0.50/hour will be added to Step 0 for Health Aides instead of the three percent (3.0%) set forth in paragraph A. The remaining steps in the classification (Steps 1-16) will be adjusted to reflect this increase.
- O.** For FY 2021-2022 \$0.50/hour will be added to Step 0 for General Kitchen and Lunch Servers instead of the three percent (3.0%) set forth in paragraph A. The remaining steps in the classification (Steps 1-16) will be adjusted to reflect this increase.

**ARTICLE 44**  
**ENTIRE AGREEMENT**

- A.** The Board and the Union acknowledge that during negotiations which preceded this Master Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Master Contract.
- B.** Therefore, for the life of this contract, the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to

negotiate collectively with respect to any subject matter not specifically referred to or covered in this Master Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this contract. This Master Contract represents a completion of negotiations on all bargainable issues for the duration of this Master Contract, and nothing during such term shall be negotiable, except as provided in Article I, Recognition.

- C. The provisions of this Master Contract shall constitute the entire agreement between the parties, which supersedes and cancels all previous agreements, verbal or written or based on alleged past practices. All prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Master Contract. This Master Contract may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in written and signed amendment.

#### **ARTICLE 45** **TRANSITION PROGRAM**

The Board of Education may implement a transition program to assist and encourage employees injured on the job to return to work on a regular basis. The Board may also choose to offer the transition program to employees who have suffered a non-work related injury. Any such transition program must satisfy the following provisions:

1. An employee participating in the program will suffer no financial disadvantage.
2. An employee participating in the transitional program may be used in place of substitutes so long as the use does not violate Article 5.
3. The creation of a transition position cannot take-away from the position of a current employee.
4. It is understood that any transition position is temporary.
5. The transition program shall not be used to relieve the Board of any obligation to fill an open position.

At such time as the Bureau of Workers' Compensation, for work related injuries, and the Director of Classified Personnel and Support Services, for non-work related injuries, determines that an employee has reached maximum recovery yet cannot return to his/her regular position of employment, the employee may displace the least senior employee, in any classification for which they are qualified.

#### **ARTICLE 46** **DEFINITIONS**

A day is a calendar day unless otherwise defined in a specific provision of the bargaining agreement.

Immediate Supervisor - An employee's immediate supervisor is the individual to whom the employee is directly responsible. At the building level this is the Principal or designated Assistant Principal.

The immediate supervisor for each classification or department is as follows:

Transportation	Transportation Supervisor
Maintenance/Courier	Supervisor of Building and Grounds
Secretary	Building Principal at building level; Supervisor at other sites
Aides	Building Principal or Supervisor at other sites
Printing	Director of Classified Personnel and Support Services
Custodians I & II	Shall take direction from the Building Principal in conjunction with one of the Buildings and Grounds Supervisors. In the event of a conflict in direction between the Principal and the Supervisor of Buildings and Grounds, the Supervisor of Buildings and Grounds will consult with the Principal to resolve the conflict.
Food Service Personnel	Shall take direction from the Principal, Assistant Principal, or the Director of Food Service

**ARTICLE 47**  
**WORKING OUTSIDE CLASSIFICATION**

With prior agreement, between an employee and a supervisor, the employee may be assigned to work outside their classification.

If the employee works outside of the classification, pursuant to this article, for a period greater than twenty-five (25%) percent of their contracted time during a one (1) month period, the employee may timesheet the outside work for the rest of the year.

Article 47 shall not apply to the following situation(s):

- A.** When a bus aide drives a van, the aide shall be paid an additional one dollar (\$1.00) per hour.
- B.** When an aide is required to instruct a class due to not having a teacher, the aide will be paid an additional one dollar (\$1.00) per hour.

**ARTICLE 48**  
**SUPERSEDING CIVIL SERVICE**

The Union and the Board expressly agree and intend that the language of the Master Contract shall govern the wages, hours, terms and conditions of employment for this bargaining unit. The Union and Board further agree that to the extent that the terms of the Master Contract conflict with or contradict state and local civil service laws and regulations, the terms of the Master Contract will prevail and govern the actions of the Union and Board.

**ARTICLE 49**  
**DURATION OF CONTRACT**

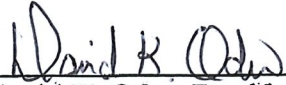
- A.** This contract shall be effective on, July 1, 2021 and continue in full force and effect until June 30, 2024. This contract will continue from year to year thereafter, unless the Board or OAPSE Local #190 serves written notice on the other of its intention to either amend or modify this contract according to the procedure outlined within Article 1.
  
- B.** If any provision of this contract or any application of this contract to the Board, the Administration, the Union, or to any of the classified staff members who are covered in this contract is found to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions of this contract shall continue in full force and effect.

**ARTICLE 50**  
**ACCEPTANCE OF CONTRACT**

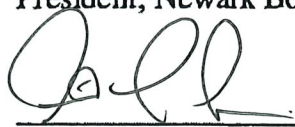
The signatures below indicate acceptance of this Master Contract by the Newark Board of Education and OAPSE Local #190.



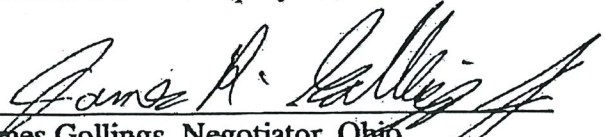
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Beverly Niccum  
President, Newark Board of Education



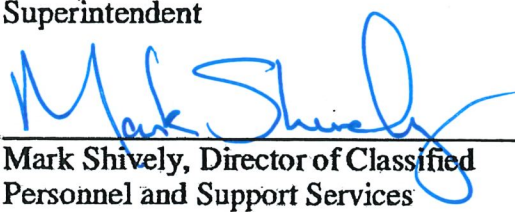
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David K. Oder, President, Ohio Association  
of Public School Employees, Local #190



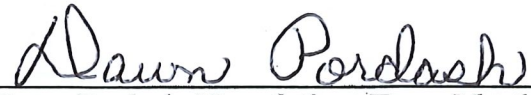
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David Lewis,  
Superintendent



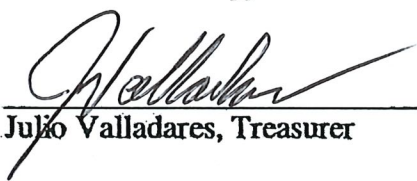
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James Gollings, Negotiator, Ohio  
Association of Public School Employees



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Mark Shively, Director of Classified  
Personnel and Support Services



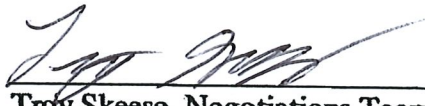
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Dawn Pordash, Negotiations Team Member



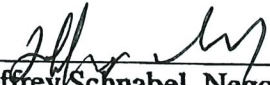
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Julio Valladares, Treasurer




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Tomorrow West, Negotiations Team Member



\_\_\_\_\_  
Troy Skeese, Negotiations Team Member



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Jeffrey Schnabel, Negotiations Team Member



\_\_\_\_\_  
Tiffany Lawrence, Negotiations Team Member

9-13-21

\_\_\_\_\_  
DATE

9-22-21

\_\_\_\_\_  
DATE



SALARY SCHEDULES

Contract Year 2021-2022

Step	Secretary/ Copy Center SEC-I	General Maintenance GM-I	Custodian I  CUS-III	Custodian Stocker CUS-V	Custodian II  HK-IV	Courier  COUR-V	Mechanic  MECH-I	Step
0	17.15	18.55	17.45	18.55	14.76	16.86	18.55	0
1	17.50	18.90	17.80	18.90	15.08	17.20	18.90	1
2	17.85	19.29	18.15	19.29	15.37	17.54	19.29	2
3	18.21	19.68	18.54	19.68	15.66	17.89	19.68	3
4	18.60	20.06	18.88	20.06	15.98	18.23	20.06	4
5	18.93	20.46	19.27	20.46	16.30	18.62	20.46	5
6	19.33	20.87	19.66	20.87	16.61	18.98	20.87	6
7	19.75	21.30	20.03	21.30	16.88	19.36	21.30	7
8	20.11	21.72	20.45	21.72	17.31	19.78	21.72	8
9	20.53	22.16	20.85	22.16	17.64	20.14	22.16	9
10	20.95	22.58	21.28	22.58	18.00	20.56	22.58	10
11	21.35	23.03	21.70	23.03	18.35	20.97	23.03	11
12								12
16	22.63	24.41	23.02	24.41	19.46	22.23	24.41	16
18								18
27								27

Step	Bus Driver/ Oiler Utility BD-II	Food Truck Driver FTD-I	Head Cook HC-II	General Kitchen KIT-III	Brkfst Server/ Cashier CAS-V	Lunch Servers SC-IV	Step
0	16.98	16.86	14.75	12.84	13.77	13.22	0
1	17.35	17.20	15.06	13.10	14.03	13.48	1
2	17.67	17.54	15.36	13.36	14.33	13.75	2
3	18.05	17.89	15.65	13.63	14.62	14.03	3
4	18.40	18.23	15.97	13.90	14.90	14.31	4
5	18.77	18.62	16.28	14.18	15.19	14.60	5
6	19.16	18.98	16.60	14.46	15.51	14.89	6
7	19.50	19.36	16.92	14.75	15.81	15.19	7
8	19.92	19.78	17.29	15.05	16.13	15.49	8
9	20.32	20.14	17.62	15.35	16.46	15.80	9
10	20.70	20.56	17.98	15.66	16.79	16.12	10
11	21.12	20.97	18.33	15.97	17.13	16.44	11
12							12
16	22.39	22.23	19.44	16.93	18.15	17.43	16
18							18
27							27

Step	Health Aide PARAP-I	Orthopedic Aide OA-II	Orthopedic Aide HQ OA-VI	Educational Aide AID-III	Classroom Aide AID-V	Classroom Aide HQ AID-XII	Step
0	14.93	14.30	14.57	13.36	13.36	13.96	0
1	15.23	14.57	14.87	13.62	13.62	14.24	1
2	15.53	14.87	15.16	13.91	13.91	14.52	2
3	15.84	15.15	15.47	14.17	14.17	14.81	3
4	16.16	15.47	15.77	14.46	14.46	15.11	4
5	16.48	15.77	16.10	14.75	14.75	15.41	5
6	16.81	16.10	16.40	15.06	15.06	15.72	6
7	17.15	16.39	16.74	15.36	15.36	16.03	7
8	17.49	16.74	17.07	15.65	15.65	16.35	8
9	17.84	17.07	17.42	15.97	15.97	16.68	9
10	18.20	17.42	17.76	16.29	16.29	17.01	10
11	18.56	17.77	18.12	16.61	16.61	17.35	11
12							12
16	19.67	18.84	19.20	17.62	17.62	18.39	16
18							18
27							27

Step	Library Aide LIB-VII	Library Aide HQ LIB-VIII	Bus Aide AID-IX	Classroom Interpreter Aide AID-XI	Behavior Specialist BS-X Salary/Year	School Patrol PAT-IV	Step
0	13.74	14.00	13.36	14.57	32,315.00	16.51	0
1	14.00	14.30	13.62	14.87	33,770.00	16.85	1
2	14.30	14.57	13.91	15.16	35,225.00	17.17	2
3	14.57	14.87	14.17	15.47	36,677.00	17.51	3
4	14.87	15.16	14.46	15.77	38,132.00		4
5	15.16	15.48	14.75	16.10	39,588.00		5
6	15.48	15.78	15.06	16.40	41,040.00		6
7	15.77	16.10	15.36	16.74	42,494.00		7
8	16.10	16.40	15.65	17.07	43,950.00		8
9	16.39	16.74	15.97	17.42	45,404.00		9
10	16.74	17.06	16.29	17.76	46,859.00		10
11	17.07	17.40	16.61	18.12	48,311.00		11
12					50,402.00		12
16	18.10	18.45	17.62	19.20			16
18					51,705.00		18
27					53,158.00		27

SALARY SCHEDULES

Contract Year 2022-2023

Step	Secretary/ Copy Center SEC-I	General Maintenance GM-I	Custodian I CUS-III	Custodian Stocker CUS-V	Custodian II HK-IV	Courier COUR-V	Mechanic MECH-I	Step
0	17.58	19.01	17.89	19.01	15.13	17.28	19.01	0
1	17.94	19.37	18.25	19.37	15.46	17.63	19.37	1
2	18.30	19.77	18.60	19.77	15.75	17.98	19.77	2
3	18.67	20.17	19.00	20.17	16.05	18.34	20.17	3
4	19.07	20.56	19.35	20.56	16.38	18.69	20.56	4
5	19.40	20.97	19.75	20.97	16.71	19.09	20.97	5
6	19.81	21.39	20.15	21.39	17.03	19.45	21.39	6
7	20.24	21.83	20.53	21.83	17.30	19.84	21.83	7
8	20.61	22.26	20.96	22.26	17.74	20.27	22.26	8
9	21.04	22.71	21.37	22.71	18.08	20.64	22.71	9
10	21.47	23.14	21.81	23.14	18.45	21.07	23.14	10
11	21.88	23.61	22.24	23.61	18.81	21.49	23.61	11
12								12
16	23.20	25.02	23.60	25.02	19.95	22.79	25.02	16
18								18
27								27

Step	Bus Driver/ Oiler Utility BD-II	Food Truck Driver FTD-I	Head Cook HC-II	General Kitchen KIT-III	Brkfst Server/ Cashier CAS-V	Lunch Servers SC-IV	Step
0	17.40	17.28	15.12	13.16	14.11	13.55	0
1	17.78	17.63	15.44	13.43	14.38	13.82	1
2	18.11	17.98	15.74	13.69	14.69	14.09	2
3	18.50	18.34	16.04	13.97	14.99	14.38	3
4	18.86	18.69	16.37	14.25	15.27	14.67	4
5	19.24	19.09	16.69	14.53	15.57	14.97	5
6	19.64	19.45	17.02	14.82	15.90	15.26	6
7	19.99	19.84	17.34	15.12	16.21	15.57	7
8	20.42	20.27	17.72	15.43	16.53	15.88	8
9	20.83	20.64	18.06	15.73	16.87	16.20	9
10	21.22	21.07	18.43	16.05	17.21	16.52	10
11	21.65	21.49	18.79	16.37	17.56	16.85	11
12							12
16	22.95	22.79	19.93	17.35	18.60	17.87	16
18							18
27							27

Step	Health Aide PARAP-I	Orthopedic Aide OA-II	Orthopedic Aide HQ OA-VI	Educational Aide AID-III	Classroom Aide AID-V	Classroom Aide HQ AID-XII	Step
0	15.30	14.66	14.93	13.69	13.69	14.56	0
1	15.61	14.93	15.24	13.96	13.96	14.85	1
2	15.92	15.24	15.54	14.26	14.26	15.15	2
3	16.24	15.53	15.86	14.52	14.52	15.45	3
4	16.56	15.86	16.16	14.82	14.82	15.76	4
5	16.89	16.16	16.50	15.12	15.12	16.08	5
6	17.23	16.50	16.81	15.44	15.44	16.40	6
7	17.58	16.80	17.16	15.74	15.74	16.73	7
8	17.93	17.16	17.50	16.04	16.04	17.06	8
9	18.29	17.50	17.86	16.37	16.37	17.40	9
10	18.66	17.86	18.20	16.70	16.70	17.75	10
11	19.02	18.21	18.57	17.03	17.03	18.11	11
12						0.00	12
16	20.16	19.31	19.68	18.06	18.06	19.20	16
18							18
27							27

Step	Library Aide LIB-VII	Library Aide HQ LIB-VIII	Bus Aide AID-IX	Classroom Interpreter Aide AID-XI	Behavior Specialist BS-X Salary/Year	School Patrol PAT-IV	Step
0	14.08	14.35	13.69	14.93	33,123	16.92	0
1	14.35	14.66	13.96	15.24	34,614	17.27	1
2	14.66	14.93	14.26	15.54	36,106	17.60	2
3	14.93	15.24	14.52	15.86	37,594	17.95	3
4	15.24	15.54	14.82	16.16	39,085		4
5	15.54	15.87	15.12	16.50	40,578		5
6	15.87	16.17	15.44	16.81	42,066		6
7	16.16	16.50	15.74	17.16	43,556		7
8	16.50	16.81	16.04	17.50	45,049		8
9	16.80	17.16	16.37	17.86	46,539		9
10	17.16	17.49	16.70	18.20	48,030		10
11	17.50	17.84	17.03	18.57	49,519		11
12					51,662		12
16	18.55	18.91	18.06	19.68			16
18					52,998		18
27					54,487		27

SALARY SCHEDULES

Contract Year 2023-2024

Step	Secretary/ Copy Center SEC-I	General Maintenance GM-I	Custodian I CUS-III	Custodian Stocker CUS-V	Custodian II HK-IV	Courier COUR-V	Mechanic MECH-I	Step
0	17.93	19.39	18.25	19.39	15.43	17.63	19.39	0
1	18.30	19.76	18.62	19.76	15.77	17.98	19.76	1
2	18.67	20.17	18.97	20.17	16.07	18.34	20.17	2
3	19.04	20.57	19.38	20.57	16.37	18.71	20.57	3
4	19.45	20.97	19.74	20.97	16.71	19.06	20.97	4
5	19.79	21.39	20.15	21.39	17.04	19.47	21.39	5
6	20.21	21.82	20.55	21.82	17.37	19.84	21.82	6
7	20.64	22.27	20.94	22.27	17.65	20.24	22.27	7
8	21.02	22.71	21.38	22.71	18.09	20.68	22.71	8
9	21.46	23.16	21.80	23.16	18.44	21.05	23.16	9
10	21.90	23.60	22.25	23.60	18.82	21.49	23.60	10
11	22.32	24.08	22.68	24.08	19.19	21.92	24.08	11
12								12
16	23.66	25.52	24.07	25.52	20.35	23.25	25.52	16
18								18
27								27

Step	Bus Driver/ Oiler Utility BD-II	Food Truck Driver FTD-I	Head Cook HC-II	General Kitchen KIT-III	Brkfst Server/ Cashier CAS-V	Lunch Servers SC-IV	Step
0	17.75	17.63	15.42	13.42	14.39	13.82	0
1	18.14	17.98	15.75	13.70	14.67	14.10	1
2	18.47	18.34	16.05	13.96	14.98	14.37	2
3	18.87	18.71	16.36	14.25	15.29	14.67	3
4	19.24	19.06	16.70	14.54	15.58	14.96	4
5	19.62	19.47	17.02	14.82	15.88	15.27	5
6	20.03	19.84	17.36	15.12	16.22	15.57	6
7	20.39	20.24	17.69	15.42	16.53	15.88	7
8	20.83	20.68	18.07	15.74	16.86	16.20	8
9	21.25	21.05	18.42	16.04	17.21	16.52	9
10	21.64	21.49	18.80	16.37	17.55	16.85	10
11	22.08	21.92	19.17	16.70	17.91	17.19	11
12							12
16	23.41	23.25	20.33	17.70	18.97	18.23	16
18							18
27							27

Step	Health Aide PARAP-I	Orthopedic Aide OA-II	Orthopedic Aide HQ OA-VI	Educational Aide AID-III	Classroom Aide AID-V	Classroom Aide HQ AID-XII	Step
0	15.61	14.95	15.23	13.96	13.96	15.16	0
1	15.92	15.23	15.54	14.24	14.24	15.46	1
2	16.24	15.54	15.85	14.55	14.55	15.77	2
3	16.56	15.84	16.18	14.81	14.81	16.09	3
4	16.89	16.18	16.48	15.12	15.12	16.41	4
5	17.23	16.48	16.83	15.42	15.42	16.74	5
6	17.57	16.83	17.15	15.75	15.75	17.07	6
7	17.93	17.14	17.50	16.05	16.05	17.41	7
8	18.29	17.50	17.85	16.36	16.36	17.76	8
9	18.66	17.85	18.22	16.70	16.70	18.12	9
10	19.03	18.22	18.56	17.03	17.03	18.48	10
11	19.40	18.57	18.94	17.37	17.37	18.85	11
12						0.00	12
16	20.56	19.70	20.07	18.42	18.42	19.98	16
18							18
27							27

Step	Library Aide LIB-VII	Library Aide HQ LIB-VIII	Bus Aide AID-IX	Classroom Interpreter Aide AID-XI	Behavior Specialist BS-X Salary/Year	School Patrol PAT-IV	Step
0	14.36	14.64	13.96	15.23	33,785	17.26	0
1	14.64	14.95	14.24	15.54	35,306	17.62	1
2	14.95	15.23	14.55	15.85	36,828	17.95	2
3	15.23	15.54	14.81	16.18	38,346	18.31	3
4	15.54	15.85	15.12	16.48	39,867		4
5	15.85	16.19	15.42	16.83	41,389		5
6	16.19	16.49	15.75	17.15	42,907		6
7	16.48	16.83	16.05	17.50	44,427		7
8	16.83	17.15	16.36	17.85	45,950		8
9	17.14	17.50	16.70	18.22	47,470		9
10	17.50	17.84	17.03	18.56	48,991		10
11	17.85	18.20	17.37	18.94	50,509		11
12					52,695		12
16	18.92	19.29	18.42	20.07			16
18					54,058		18
27					55,577		27

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