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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION

AND THE

NEWCOMERSTOWN CLASSIFIED PERSONNEL ASSOCIATION



EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025

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## ARTICLE 1 - NEGOTIATION PROCEDURE

### 1.01 Recognition

The Newcomerstown Exempted Village School District Board of Education (hereafter "Board") recognizes the Newcomerstown Classified Personnel Association, an OEA/NEA affiliate (hereafter "Association") as the sole and exclusive representative for a bargaining unit composed of all full-time and part-time regularly employed non-teaching personnel excluding substitutes, central office personnel, supervisors, treasurer, treasurer's assistant(s), and all other employees.

### 1.02 Scope of Negotiations

Those matters which shall be negotiable are wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this bargaining agreement.

Requests for meetings from the Association will be made to the Superintendent or his representative. Requests from the Superintendent or Board or their representative will be made to the Association President.

Negotiations will commence no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement.

### 1.03 Progress Reports

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

### 1.04 Agreement

If consensus is reached on those matters being negotiated the understanding of the parties shall be reduced to writing and submitted to the Association within twenty (20) days. If ratified by the Association, the Agreement shall be submitted to the Board no later than the next regularly scheduled Board meeting. Upon ratification by both parties, the Agreement shall be signed.

### 1.05 Dispute Resolution

If an impasse is reached during negotiations, the matter will be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service. The mediator will assist in negotiations until a new agreement is reached.

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(c)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14(d)(2) should the dispute resolution procedure listed above be unsuccessful.

1.06 Copies of the Negotiated Agreement

Electronic copies of the Negotiated Agreement will be made available to all bargaining unit members on the District Website in a staff-only accessible portal.

**ARTICLE 2 - GRIEVANCE PROCEDURE**

- 2.01 A claim by a bargaining unit member and the Association, (hereinafter called the grievant.) that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- 2.02 In the event that a member believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- 2.03 If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the following formal grievance steps on the form set forth in Appendix A and available from the Association representative in each building. A formal grievance must be filed within twenty-one (21) calendar days of the incident or when the grievant should have become aware of the incident. Failure to file within the period shall constitute a waiver of the right to process the grievance.

**STEP I**

The grievant may submit to his principal a completed "Grievance Report Form", Step I, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of this Agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted to the Association President and by the Principal to the Superintendent. Within seven (7) days of receipt of the Grievance Report Form, the building principal shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant.

## **STEP II**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limit, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within seven (7) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate to writing his disposition by completing his portion of Step II and forwarding it to the grievant. The principal shall be notified of such disposition.

## **STEP III**

If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above stated time limits, then the grievant shall complete Grievance Report Form, Step III, and submit the grievance to the Board by filing a copy with the Treasurer of the Board. Notification of such an appeal shall be given to the building principal and to the Superintendent. The Board, at its next regularly scheduled meeting, shall meet with the grievant and/or the Association Representative, and the Superintendent or his designee, to review such grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III. within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association and the building principal.

## **STEP IV**

If the decision by the Superintendent does not resolve the grievance or if no disposition has been made within the period above provided, the grievance may be appealed to FMCS mediation. Step III shall proceed by mutual agreement of the parties to engage in the mediation process. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Boards written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Step V.

## **STEP V**

If mediation was not utilized or no resolution was reached at Step IV or the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievant and the Association may, within ten (10) days from the receipt of the Step III or Step IV answer submit to arbitration before an impartial arbitrator by the Association's

completion of Grievance Report Form, Step V, and filing of same with the Board. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which rules, shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association

- 2.04 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 2.05 If a member has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. In the administration of the grievance procedure, the interests of the members shall be the sole responsibility of the Association.
- 2.06 If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.
- 2.07 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement to ensure that the settlement is not inconsistent with the terms of this Agreement.
- 2.08 If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II following written notification to the building principal.
- 2.09 The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file, or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for any other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance procedure.
- 2.10 Copy of the Grievance Report Form is attached as Appendix A.

### **ARTICLE 3 - EMPLOYMENT CONTRACT**

3.01 Upon the recommendation of the Superintendent, the Board will either approve or reject a recommended candidate. If approved, a contract will be forwarded immediately to the candidate by the Treasurer. This contract shall be valid for a period of ten (10) days and a statement to this effect shall accompany each contract.

Contracts for bargaining unit employees are of two (2) types: limited and continuing.

–The Contract Sequence shall be:

- One-year limited contract
- If rehired: two-year limited contract
- If rehired: two-year limited contract
- If rehired: continuing contract

Members must be in compliance with Board Policies regarding employee professionalism and dress.

#### 3.02 Discipline of Employees

Discipline shall be corrective in nature whenever possible. When any employee is required to appear before an administrator or supervisor concerning any matter which may be disciplinary in nature or which could adversely affect his/her terms and conditions of employment, the employee shall:

1. Be given at least twenty-four (24) hours prior notice of any reasons for such a meeting or interview and
2. Be entitled to have an Association representative represent him/her during such meeting. The levels of progressive discipline are:
  - A. Verbal reprimand.
  - B. Written reprimand.
  - C. Suspension of three (3) days or less. This suspension may be with or without pay at the recommendation of the Superintendent.



D. Suspension of more than three (3) days. This suspension may be with or without pay at the recommendation of the Superintendent.

E. Termination

The Board may terminate an employee's contract under ORC 3319.081, except that no employee with a continuing contract shall be terminated without just cause.

3.03 Immediate corrective action, including suspension or termination, may only be taken in cases of extremely serious and/or overt actions.

3.04 Any objections to the basis or severity of the corrective action shall be pursued through the grievance procedure appearing in Article 2 of this Agreement.

#### **ARTICLE 4 - REDUCTION IN FORCE**

4.01 A reduction in the number of bargaining unit positions may be necessary because of decrease in student enrollment, lack of work or financial conditions.

4.02 Reduction in force does not include: voluntary retirement(s), resignation(s), or leave(s) of absence: employees who were employed to fill a temporary vacancy; or other means, such as non-renewal of contract, whereby positions are vacated. Instead, Reduction in Force occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will include the levels and areas that might possibly be affected.

4.03 Ten (10) calendar days before the Board acts on a reduction in force, the Association President will be notified in writing by the school Administration.

4.04 The Board will suspend the contract of any employee affected by the reduction in force.

##### **Provisions:**

A. Individuals shall be released from the job classifications announced by the Superintendent according to seniority in that job classification.

B. Classification seniority is defined as an employee's length of last continuous service in the specific job while a bargaining unit employee. The following are the job classifications:

1. Custodians
2. Custodian/Maintenance
3. Bus Driver

4. Bus Mechanic
5. Cafeteria workers
6. Instructional Assistants
7. Secretaries

In instances of both identical initial service dates in the District and identical date of employment by approval at the Board meeting a coin flip will be utilized to determine seniority unless otherwise mutually agreed. The coin flip will occur in the presence of the Association President, Superintendent and the affected employees.

- C. A seniority list by job classification provided by the Board shall be submitted to the Association for their review by January 15th. Any correction that needs to be made to the seniority list must be provided in writing to the Superintendent on or before February 1 of each year. Failure to object or request modification of the seniority list by February 1 shall result in the waiver of any error, objection or challenge to the seniority list until the publishing of the next seniority list in the following year.
- D. The order of reduction according to job classification seniority shall be as follows:
  1. Temporary Employees.
  2. Members having limited contracts.
  3. Members having continuing contracts.
- E. Members with job experience in the District in another job classification shall be entitled to bump into their previous job classification at the level of job classification seniority in the previous job classification if their position in their current job classification is reduced. The member shall have four (4) working days to exercise such right after notification of layoff. For this purpose, "working days" means days the Board's Central Office is open for business.

Members with no previous District job experience in another job classification shall not be entitled to bumping rights into another job classification in the District.
- F. Members unemployed as a result of staff reduction shall be recalled in inverse order of being released.

- G. Members affected by reduction in force will remain on the recall list for a period of thirty-nine (39) months unless:
  - 1. The member requests that the name be removed.
  - 2. The member declines a position offered.
  - 3. The member is re-employed by the Board.
- H. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each member to notify the Superintendent's Office of any change of address.
- I. Within seventy-two (72) hours of receipt of written offer to return to employment, the member shall notify the Superintendent's Office indicating his or her availability to accept the position. Within eight (8) days of receipt of a written offer to return to employment, the member shall accept the position. If either of these time limits is not met, it shall be determined that the member has declined the position.

In the event that a member is notified of a position after the start of the school year and such member has begun employment with another Ohio public school district and is thus unavailable to return, that member's name will be returned to the recall list (subject to the thirty-nine [39] month limitations appearing in Paragraph G above).
- J. Members returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits.
- K. Members affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by meeting monthly payments in advance to the Treasurer. This provision shall exist as long as the member is on the recall list. Members shall not be required to pay more than one hundred two percent (102%) of the insurance premiums.
- L. The thirty-nine (39) months on the recall list will be calculated from the month the member is no longer performing services in the District.
- M. Any member on the recall list must be considered and interviewed if interested in a position outside his/her classification prior to the hiring of any new employee. Members offered employment outside their classification have the right to refuse such offers without losing their recall status.

## **ARTICLE 5 - PERSONNEL FILES**

- 5.01 All personnel records kept in the District shall be maintained in accordance with law.

The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents at the cost of production.

An employee shall be entitled to have a representative of the Association accompany him/her during such review.

The employee shall also have the right to submit a written answer to any material contained in his/her file which shall be reviewed by the Superintendent (or designee) and attached to the file copy.

Prior to any information being placed in an employee's personnel file it shall be shown to the employee. The employee shall initial and date the item(s) to verify the employee has seen the item(s).

## **ARTICLE 6 – ASSIGNMENT AND TRANSFERS**

- 6.01 Assignment and Transfers

The assignments of staff members and their transfer to positions in the various schools and departments of the District shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority:

- A. Contribution which the staff member could make to the students in the new position.
- B. Length of service in the District.
- C. Qualifications compared to those of outside candidates both for the position to be vacated and for position to be filled.
- D. Desire of staff member regarding assignment or transfer.

All members are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendations of his/her immediate supervisor.

Bargaining unit members may submit a written request for a voluntary transfer to his or her supervisor by the first Monday in March. If a voluntary transfer is denied, s/he may request the reason from the Superintendent or his/her designee, to be provided in writing.

Members will not be transferred without having a conference with the Superintendent relative to such transfer.

The Superintendent reserved the right to make reassignment, if, in his opinion, it is for the best interest of the District.

## **ARTICLE 7 - VACANCIES**

### 7.01 Vacancies

- A. A vacant position is any position open as a result of a transfer, increase/decrease of work hours, resignation, leave of absence, creation of a new position or any other situation(s) that cause a position to be unassigned.
- B. The Superintendent shall announce all openings as vacancies occur. Vacancy notice(s) shall include the job requirements and/or time requirements.
- C. Vacancies shall be posted by means of school email once a decision to fill the vacancy is made. No offer of a job or contract shall be made either before the posting or during the posting period of five (5) calendar days.
- D. A substitute after thirty (30) days of consecutive employment at the same position will go on regular salary schedule.
- E. Vacancies shall be filled within forty-five (45) days or the Board shall re-post the vacant position. In no case shall the posted vacancy remain vacant for more than ninety (90) days, unless financial conditions prohibit the position from being filled.
- F. Email notices under Section C above shall include the work hours for the position. If the posted working hours are changed more than two (2) hours at a later date, the position must be re-posted to allow interested bargaining unit members to bid on the job.
- G. Consideration shall be given bargaining unit members for movement within the same job classification(s).

## **ARTICLE 8 – LEAVES**

### 8.01 Sick Leave

Sick leave is provided for all full-time employees at the rate of one and one-fourth (1¼) days for each completed month of service, cumulative to two hundred forty (240) days.

Employees may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious diseases, which could be communicated to other employees or to pupils, and to illness or death in the immediate family or birth or death of a grandchild.

- A. Immediate family means: husband, wife, children, or any other members of the same home; mother and father; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law; grandchildren—and stepfamily relations.
- B. Sick Leave Request form attached as Appendix C.
- C. Sick leave may be used for funeral leave for immediate family listed above and aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

#### 8.02 Sick Leave for Recovery from Childbirth or Adoption

- A. A member of the bargaining unit (female or male) may use available sick leave during the six (6) calendar weeks immediately following the birth of the member's child. If the mother is unable to perform her duties and responsibilities and wishes to use additional sick leave beyond this six (6)-week period because of a longer pregnancy-related disability, the Superintendent may require a physician's certification of the mother's inability to work because of such disability.
- B. A member of the bargaining unit (female or male) who adopts a child may use available sick leave during the first six (6) calendar weeks immediately following the member's receipt of the child. If both adoptive parents are employed by the Board, the aggregate amount of sick leave that may be used under this provision is six (6) weeks.
- C. A bargaining unit member's use of sick leave in accordance with the terms of this Section does not preclude the use of unpaid leave that may be available to the member under Section 8.05 or 8.09 of this Article.

#### 8.03 Extended Leave of Absence

In accordance with Ohio Revised Code Section 3319.13 and 3319.131, the following provisions shall apply.

- A. Upon written request of a member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes.

Bargaining unit members shall not be granted unpaid leave for the purpose of any other employment.

- B. Upon written request of a member, the Board may grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
- C. Upon subsequent request, such leave may be renewed by the Board.
- D. Upon the return to service from a leave of absence, the member shall return to the same classification and resume the same contract status that the member held prior to the leave of absence. Bargaining Unit Members on leave shall notify the Board by June 1st prior to the school year in which they are planning to return to work.
- E. Any member on an unpaid leave of absence is eligible to continue insurance benefits by making premium payments monthly in advance to the Treasurer's Office or directly to the insurance company. Payments shall not exceed one hundred two percent (102%) of the premium the Board makes for the same coverage.

#### 8.04 Association Leave

The Association shall be granted five (5) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the member using Association leave.

#### 8.05 Child Care or Adoptive Leave of Absence

- A. Child care or adoptive leave shall be granted without pay except as in accordance with Article 8.02.
- B. The member of the bargaining unit may request a leave for the remainder of the quarter, semester or year upon request. The first leave request shall be granted. The member may request a second child care leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.
- C. The member taking the leave of absence will be returned to the same position held prior to the taking of the leave if he/she returns within one (1) year and has four (4) or more years of experience and has seniority in that position. A member taking two (2) years leave of absence will return to a position for which he/she is qualified.

- D. An employee returning from childcare leave shall not be entitled to advance on the salary schedule during period of absence.
- E. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

#### 8.06 Court Leave

If a member must serve on jury duty, the employee shall receive the pay from the District at the rate of the difference between jury duty pay and their regular pay.

#### 8.07 Personal Leave

- A. All bargaining unit members shall be granted a maximum of three (3) unrestricted days of personal leave per school year.
- B. Requests for Personal Leave shall be filed with the employee's building administrator and forwarded to the Superintendent for his action. The application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods or by the end of the second week of May each school year.
- C. No more than two (2) in each classification category and no more than six [6] total bargaining unit members in the District can be absent on any givenday on Unrestricted Personal leave.
- D. Unused personal day(s) shall be added to the sick leave accumulation up to the maximum number of days set forth in Article 8.01.

#### 8.08 Professional Meeting leave

Members of the bargaining unit may attend professional meetings with prior approval of the Superintendent. Application for professional leave should be made at least one (1) week in advance of the meeting date. A fund of at least one thousand dollars (\$1,000.00) will be available for reimbursement of expenses incurred by members for attending approved professional meetings.

#### 8.09 Family and Medical Leave Act

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical leave Act. The parties to this agreement agree that all benefits guaranteed by the act will be provided



to employees covered by the Act. Any alleged violation of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the act as provided by law.

B. Eligibility

An employee must have one (1) years' service with the District to be eligible for benefits and also meet all other requirements of the act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
4. Leave taken for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty (30) days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while they are on leave under this Article.
3. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physical as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If an employee takes a leave under this article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the member to remain on leave for the remainder of the term, under the same conditions as are required by this article, even if all twelve (12) weeks required by law have been used.

G. The above provisions shall not be construed in any way that is inconsistent with the terms of the Act.

## **ARTICLE 9 - JOB DESCRIPTIONS**

Under Separate Cover

A committee composed of three (3) members appointed by the Association, at least one of which is of a similar job classification to that of the job description being reviewed/ revised, as determined by the Administration, and three (3) members appointed by the Administration shall meet if circumstances applicable to the particular position materially change, to review and revise job descriptions for bargaining unit positions covered by this Agreement.

## **ARTICLE 10 – CONTRACTS**

### 10.01 Individual Contracts

All bargaining unit members employed to perform regular duties by the Board shall receive written contracts in keeping with the Ohio Revised Code. The contract shall include:

- A Name of Member
- B. Name of the School District
- C. Type of Contract – Limited/Continuing; Duration

- D. Annual regular salary to be paid and the basis used to determine the amount.

Such information shall apply only for the initial year on a multi-year or continuing contract. Therefore, this information will be included on the annual salary notification during the term of the contract.

- E. Signature of the Board President, Treasurer and Employee

#### 10.02 Blended Job Classifications Contracts

- A. The Board may create positions within the bargaining unit that are considered blended job classifications. For example, an employee may simultaneously hold a position that regularly requires four (4) hours per work day as a bus driver and six (6) hours per work day as a cook.
- B. Blended job classification positions will be posted in accordance with Article 8. Persons who apply for such a position must be qualified and hold any Specific certificate, permit, license, etc. as required by the position. In the event of two (2) or more applicants, the Administration will give consideration to each applicant's seniority, if any, with the further recognition that the final right to select the successful applicant rests with the Administration and the Board. In the event that a bargaining Unit member is not granted the position, s/he may request the reason(s) from the Administration.
- C. The bargaining unit member shall receive the normal hourly rate for hours worked in each classification s/he holds. In case the blended job classification results in the member working more than forty (40) hours in a work week, she/he will be paid any required overtime calculated on the basis of a blended hourly rate consistent with applicable law.

### **ARTICLE 11 - INSURANCE**

#### 11.01 General Provisions

The Board shall provide bargaining unit members with Ault Care or Direct Care America health insurance plan or another health insurance plan that is equivalent or better than Ault Care or Direct Care America.

Any bargaining unit member hired on or after July 1, 2011 must be regularly scheduled to work at least thirty-two (32) hours per work week in order to be eligible for insurance benefits under this Article. If the employee is regularly scheduled to work fewer than thirty-two (32) hours per work week, the employee may elect to

purchase insurance under this Article at fifty percent (50%) of the premium cost, provided the insurer's policy permits such a purchase. Bargaining unit members hired prior to July 1, 2011 will continue to be eligible for insurance benefits under this Article consistent with past practice.

### Section 125

The Board agrees to implement a Flexible Benefit Plan under Section 125 of the federal Internal Revenue Code. Consistent with all applicable statutes and regulations, an employee who participates in health insurance benefits under this Article may also voluntarily select and participate in those benefit options under the Plan (such as payment with pre-tax dollars of non-covered medical care expenses and/or dependent care expenses) that best meet the employee's needs. The administrative fee applicable to the employee who elects to participate in the plan will be paid by the employee through payroll deduction.

#### 11.02 Coverage

- A. The Board shall provide bargaining unit members with Ault Care or Interplan Health Group (IHG) health insurance coverage. Please refer to the Healthcare Benefit Booklet Plan Design for all deductibles, in-network and non-network costs.
- B. All employees hired after July 1, 2000 shall be subject to the following spousal exception:

All eligible dependent spouses must enroll in the group health plan sponsored by their employer. However, eligible dependent spouses are not requested to cover any eligible dependent children under this plan of the eligible dependent spouse. Except for the above condition, this provision is subject to the coordination of benefits and the birthday rule law found in ORC 3902.13.

Should the status of an employee change that may require a change in the employee's health care coverage or eligible dependent coverage, the employee will notify the Board with such a change within forty-five (45) days.

Falsification of enrollment information or failure to notify the District of changes in the eligible enrollments of a spouse into spousal employer group insurance coverage will result in the loss of insurance benefits to the employee.

#### 11.03 Enrollment

- A. Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Board.

- B. New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day of employment. An employee may change coverage status from single to family or vice versa at any time. An employee not enrolled may enroll at any time for immediate coverage. Forms for changes in enrollment status shall be made available by the Board. Claim forms for each plan shall be available in each building.

11.04 Insurance Contracts

The Board shall provide annually to every member a copy of a summary plan description for the District's health (including prescription drug), dental and vision plans that describes coverages and benefit levels and any legally mandated or mutually-agreed upon changes to coverages and benefit levels. Coverages and benefit levels will be maintained as they exist on July 1, 2013 except as otherwise may be mutually agreed. It is further understood that, should federal or Ohio law mandate a change in coverages or benefit levels, the affected specifications of the plan will be modified in order to comply with all legal requirements.

An eligible employee who participates in the District's health (including prescription drug), dental and vision plans will contribute, by payroll deduction, the monthly contribution for single and family coverage.

Employee monthly insurance contributions for this contract are as follows:

	<u>Single</u>	<u>Family</u>
Effective with September 2018 pays	\$39.00	\$77.50
Effective with March 2019 pays	\$44.00	\$85.00
Effective with September 2019 pays	\$49.00	\$92.50
Effective with March 2020 pays	\$54.00	\$100.00
Effective with September 2020 pays	\$59.00	\$110.00
Effective with March 2021 pays	\$64.00	\$120.00

If a month has three (3) pays, the above adjustments will occur in only the first two (2) pays.

Plan design changes to become effective September 1, 2018 except that the adjustments to annual deductibles will become effective January 1 of each year.

#### 11.05 Life Insurance

The Board will pay one hundred percent (100%) of the premiums for term life insurance and accidental death and dismemberment insurance for each member in the amount of thirty thousand dollars (\$30,000.00). Each member may opt to purchase an equal additional amount of term life insurance according to the insurance carrier's rates and subject to any limitation imposed by the carrier as to percentage of participation. Conversion rights shall be available.

The District has opted out of the HIPPA.

#### 11.06 Insurance Committee

A committee comprised of the Superintendent, an evaluator selected by the Superintendent, the Treasurer and an Association representative from each building selected by the Association President will be formed to investigate new types of insurance and to communicate with the members about insurance issues.

#### 11.07 Insurance Opt-Out

If an employee eligible to participate in health (including prescription drug), dental, and vision insurance benefits voluntarily opts out of participation in such benefits for a full insurance year (September through August), the employee will receive an annual lump-sum payment of one thousand dollars (\$1,000.00) if opting out of single coverage and two thousand dollars (\$2,000.00) if opting out of family coverage. To be eligible for such payment, the employee must provide proof of alternative health insurance coverage and file a written application to opt out by not later than August 1 of the immediately preceding insurance year. Payment will be made in the first pay of August of the insurance year to which the opt-out applies. An employee who opts out of coverage may not receive reinstatement of coverage during the year of the opt-out except for a qualifying condition within the meaning of applicable law and the District's insurance plan; an employee who receives reinstated coverage under this sentence will thereby forfeit the opt-out payment specified above.

### **ARTICLE 12 - SEVERANCE PAY**

#### 12.01 Severance Pay upon Retirement

Employees with ten (10) years' service with the District may, at the time of retirement from the District, elect to receive partial payment for their unused accumulated sick leave.

The request for payment must be submitted to the Board along with the declaration and request for retirement. Only those employees whose effective date of retirement is no later than ninety (90) calendar days after the last paid day of service shall be eligible.

The maximum payment shall be for one-third (1/3) of total accumulated sick leave to a maximum of sixty (60) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment shall eliminate all sick leave credit to the employee at the time.

Such payment shall be made only once to any employee no later than sixty (60) days after the effective date of retirement or January 2nd of the following year, whichever is designated in writing to the Board Treasurer.

#### 12.02 Severance Pay upon Resignation

Employees with ten (10) years' service with the District and who have reached age fifty-five (55) and resign from employment are eligible to receive severance pay. Written request for severance pay must be made to the Board. The maximum payment shall be for one-third (1/3) of the total accumulated sick leave to a maximum of sixty (60) days. Such payment shall be based on the employee's rate of pay at the time of resignation. Payment shall eliminate all sick leave accumulation. The employee shall state in the request whether the severance pay is to be made within sixty (60) days after the effective date of the resignation, or January 2nd of the following year.

#### 12.03 Stipend for Early Notice of Retirement or Resignation

Any member who is eligible for severance under Article 12.01 or 12.02 and who submit the required notifications outlined in Articles 12.01 and 12.02 to the Board or its designee by the dates outlined below shall be paid a stipend of five-hundred-dollars (\$500). If the retirement will happen at the end of the school year, the notification must be received in writing to the superintendent prior to January 31st of that current school year. If the retirement will happen in the middle of the year, the notification must be submitted in writing to the superintendent by August 15th of that current school year. A written resignation must accompany the required notification. The stipend will be paid in the payroll following the Board's acceptance of the employee's resignation.

### **ARTICLE 13 - SALARY**

#### 13.01 Salary Schedule Determination

##### A. Salary Notice

All classified personnel will be notified of their salaries on or before July 1st of each year. A bargaining unit member who performed substitute service for the Board in his/her job classification before being hired as a regular employee will receive a year of experience credit on the applicable salary schedule for each year (July 1st through June 30th) of prior substitute service in which the person actually worked at least sixty-five percent (65%) of the number of work days that constitute that classification's regular work year. Otherwise, prior substitute service will not be counted toward salary schedule experience credit.

13.02 Salary Schedules

**NEWCOMERSTOWN E.V.S.D. CLASSIFIED STAFF SALARY SCHEDULE  
2022-2023 SCHOOL YEAR**

Yrs. Exp.	Secretary	Instructional Assistant	Cafeteria	Custodian	District & Utility Maintenance/ Groundskeeper	Bus Mechanic	Bus Driver
0	\$ 14.75	\$ 14.00	\$ 13.75	\$ 14.75	\$ 19.50	\$ 19.50	\$ 18.50
1	\$ 15.25	\$ 14.50	\$ 14.25	\$ 15.25	\$ 20.00	\$ 20.00	\$ 19.00
2	\$ 15.75	\$ 15.00	\$ 14.75	\$ 15.75	\$ 20.50	\$ 20.50	\$ 19.50
3	\$ 16.25	\$ 15.50	\$ 15.25	\$ 16.25	\$ 21.00	\$ 21.00	\$ 20.00
4	\$ 16.75	\$ 16.00	\$ 15.75	\$ 16.75	\$ 21.50	\$ 21.50	\$ 20.50

Once an employee begins the 5th year, they will become eligible to receive negotiated increases in their hourly rate as follows:

2022-2023 School Year - 3% Increase  
(Instructional Assistants \$.50 per hour increase + 3% Increase)

If the hourly rate of an employee not on the salary schedule (salary pool) is less than the maximum hourly rate in the Article 13.02 Salary Schedules (4 years' experience), then the employee not on the salary schedule (salary pool) will be paid the maximum hourly rate on the salary schedule (4 years' experience), plus any annual negotiated increase (2022-2023: 3%).

Bus drivers who chose to be paid using the former hourly rate that included a mileage calculation will receive the negotiated percentage increase annually to their base hourly rate. Additionally, these bus drivers will be paid for additional miles based on the following:

\$125 - Per year for each additional mile between 40 - 70 miles  
\$175 - Per year for each mile above 70 miles

Breakdown pay to be paid to bus driver after one hour. This is for mechanical



breakdown only. The one hour is after notification to the Superintendent or Bus Mechanic. This does not include accidents and loss time due to getting stuck in a ditch. The rate will be paid at the driver's hourly rate.

Any trips other than contracted trips will be paid for at the rate agreed upon by the driver and the organization requesting the trip.

The board will pay regular drivers for necessary courses/fees to attain or maintain their CDL.

Payment for Board-Paid Trips will be \$75.00 per trip. A payment of \$10.00 per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.

**NEWCOMERSTOWN E.V.S.D. CLASSIFIED STAFF SALARY SCHEDULE  
2023-2024 SCHOOL YEAR**

Yrs. Exp.	Secretary	Instructional Assistant	Cafeteria	Custodian	District Maintenance/ Groundskeeper	Bus Mechanic	Bus Driver
0	\$ 15.00	\$ 14.25	\$ 14.00	\$ 15.00	\$ 19.75	\$ 19.75	\$ 18.75
1	\$ 15.50	\$ 14.75	\$ 14.50	\$ 15.50	\$ 20.25	\$ 20.25	\$ 19.25
2	\$ 16.00	\$ 15.25	\$ 15.00	\$ 16.00	\$ 20.75	\$ 20.75	\$ 19.75
3	\$ 16.50	\$ 15.75	\$ 15.50	\$ 16.50	\$ 21.25	\$ 21.25	\$ 20.25
4	\$ 17.00	\$ 16.25	\$ 16.00	\$ 17.00	\$ 21.75	\$ 21.75	\$ 20.75

Once an employee begins the 5th year, they will become eligible to receive negotiated increases in their hourly rate as follows:

2023-2024 School Year - 3% Increase

If the hourly rate of an employee not on the salary schedule (salary pool) is less than the maximum hourly rate in the Article 13.02 Salary Schedules (4 years' experience), then the employee not on the salary schedule (salary pool) will be paid the maximum hourly rate on the salary schedule (4 years' experience), plus any annual negotiated increase (2023-2024: 3%).

Bus drivers who chose to be paid using the former hourly rate that included a mileage calculation will receive the negotiated percentage increase annually to their base hourly rate. Additionally, these bus drivers will be paid for additional miles based on the following:

- \$125 - Per year for each additional mile between 40 - 70 miles
- \$175 - Per year for each mile above 70 miles

Breakdown pay to be paid to bus driver after one hour. This is for mechanical breakdown only. The one hour is after notification to the Superintendent or Bus

Mechanic. This does not include accidents and loss time due to getting stuck in a ditch. The rate will be paid at the driver's hourly rate.

Any trips other than contracted trips will be paid for at the rate agreed upon by the driver and the organization requesting the trip.

The board will pay regular drivers for necessary courses/fees to attain or maintain their CDL.

Payment for Board-Paid Trips will be \$75.00 per trip. A payment of \$10.00 per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.

**NEWCOMERSTOWN E.V.S.D. CLASSIFIED STAFF SALARY SCHEDULE  
2024-2025 SCHOOL YEAR**

Yrs. Exp.	Secretary	Instructional Assistant	Cafeteria	Custodian	District Maintenance/ Groundskeeper	Bus Mechanic	Bus Driver
0	\$ 15.25	\$ 14.50	\$ 14.25	\$ 15.25	\$ 20.00	\$ 20.00	\$ 19.00
1	\$ 15.75	\$ 15.00	\$ 14.75	\$ 15.75	\$ 20.50	\$ 20.50	\$ 19.50
2	\$ 16.25	\$ 15.50	\$ 15.25	\$ 16.25	\$ 21.00	\$ 21.00	\$ 20.00
3	\$ 16.75	\$ 16.00	\$ 15.75	\$ 16.75	\$ 21.50	\$ 21.50	\$ 20.50
4	\$ 17.25	\$ 16.50	\$ 16.25	\$ 17.25	\$ 22.00	\$ 22.00	\$ 21.00

Once an employee begins the 5th year, they will become eligible to receive negotiated increases in their hourly rate as follows:

2024-2025 School Year - 3% Increase

If the hourly rate of an employee not on the salary schedule (salary pool) is less than the maximum hourly rate in the Article 13.02 Salary Schedules (4 years' experience), then the employee not on the salary schedule (salary pool) will be paid the maximum hourly rate on the salary schedule (4 years' experience), plus any annual negotiated increase (2024-2025: 3%).

Bus drivers who chose to be paid using the former hourly rate that included a mileage calculation will receive the negotiated percentage increase annually to their base hourly rate. Additionally, these bus drivers will be paid for additional miles based on the following:

- \$125 - Per year for each additional mile between 40 - 70 miles
- \$175 - Per year for each mile above 70 miles

Breakdown pay to be paid to bus driver after one hour. This is for mechanical breakdown only. The one hour is after notification to the Superintendent or Bus Mechanic. This does not include accidents and loss time due to getting stuck in a ditch. The rate will be paid at the driver's hourly rate.

Any trips other than contracted trips will be paid for at the rate agreed upon by the driver and the organization requesting the trip.

The board will pay regular drivers for necessary courses/fees to attain or maintain their CDL.

Payment for Board-Paid Trips will be \$75.00 per trip. A payment of \$10.00 per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.

\*Custodians who perform maintenance work will be paid an additional two dollars (\$2.00) per hour/ three dollars (\$3.00) per hour for overtime via service contract.

\*\*Flat hourly rate based on minimum four (4) hours per day. If route is determined to be over four (4) hours per day, then those hours will be applied. This rate does not include extra mileage pay.

Bus drivers may choose to remain on the current salary schedule with additional mileage calculations as described below or they may choose to transition to the new salary schedule above. The one (1) time choice will be made in writing to the Treasurer by July 31, 2018. If no choice is communicated, the bus driver will remain on the current salary schedule with additional mileage calculations.

Bus drivers who choose to be paid using the current salary calculations based on mileage will receive a two percent (2%) increase annually to their base hourly rate.

Additionally, these bus drivers will be paid for additional miles based on the following:

\$125 – Per year for each mile between 40-70 miles

\$175 - Per year for each mile above 70 miles

All bus drivers hired after July 1, 2018 will be paid based on the new salary schedule.

Breakdown pay to be paid to bus driver after one (1) hour. This is for mechanical breakdown only. The one (1) hour is after notification to the Superintendent or Bus Mechanic. This does not include accidents and loss time due to getting stuck in a ditch. The rate will be paid at the driver's hourly rate.

Any trips other than contracted trips will be paid for at the rate agreed upon by the driver and the organization requesting the trip.

The board will pay regular drivers for necessary courses/fees to attain or maintain their CDL.

Payment for Board-Paid Trips will be seventy-five dollars (\$75.00) per trip. A payment of ten dollars (\$10.00) per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.

All employees hired after September 5, 2013 will be placed on the above salary schedule. The salary schedule, bus driver payment for additional miles and payment for board-paid bus trips will be permanent. They will not be subject to negotiated increases.

All employees hired on or prior to September 4, 2013 will be placed on the above salary schedule unless it is to their benefit to maintain their current hourly rate (based on prior contract) and accept the negotiated increase in their hourly rate. The employee will then be eligible to receive negotiated increases in their hourly rate.

Negotiated increases per hour for this contract are:

2022-2023 Three percent (3%) increase to all employees who are not on the salary schedule (salary pool)

2023-2024 Three percent (3%) increase to all employees who are not on the salary schedule (salary pool)

2024-2054 Three percent (3%) increase to all employees who are not on the salary schedule (salary pool)

Exceptions will be made for specific employees whose hourly rates are low, as Indicated in the July 2018 Salary Comparison Spreadsheet.

Effective July 1, 2022, Instructional Assistants at years of service five (5) and above will receive a one-time, fifty cent (\$0.50) adjustment, in addition to the three percent (3%) increase noted above.

If the hourly rate of an employee not on the salary schedule (salary pool) is less than the maximum hourly rate in the Article 13.02 Salary Schedules (4 years' experience), then the employee not on the salary schedule (salary pool) will be paid the maximum hourly rate on the salary schedule (4 years' experience), plus any annual negotiated increase (2022-23: 3%, 2023-24: 3%, 2024-25: 3%).

If a current custodial/maintenance employee of the district is hired to fill another position of similar classification in the district, the employee shall remain at the same seniority level in the new position as attained in the previous position.

The employee's new rate of pay shall be calculated as follows: the employee's current hourly rate plus the difference between the base pay in the current position and the base pay in the new position. For example, if a custodian's currently hourly rate is \$21.00 and he/she is awarded the district maintenance/groundskeeper position, his/her new hourly rate would be the difference between the base rate of pay for the district maintenance/groundskeeper position and the custodial position ( $\$17.00 - \$14.00 = \$3.00$  (differential) +  $\$21.00$  (current custodian hourly rate of pay) =  $\$24.00/\text{hour}$  (hourly rate of new position)).

## **ARTICLE 14 - ASSOCIATION RIGHTS**

### 14.01 Association Rights

The Association shall be granted the following rights:

- A. Use of school facilities for meetings. Meetings are to be cleared and set by the building principal at least one (1) week in advance shall be arranged to not interrupt the normal instructional programs or use by other community groups. The meetings must be in keeping with Board policy governing the use of the buildings.
- B. Use of school equipment such as duplicating machines, typewriters, calculators, and audio-visual machines. Board purchased consumable materials used by the Association, e.g., paper shall be paid by the Association at Board cost. The Association will assume liability for damage and loss of school equipment.
- C. Subject to Board Policy, use of faculty bulletin boards.
- D. Use of internal school mail delivery.
- E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, providing the matter is arranged with the principal in advance of the meeting.
- F. The Association President shall receive at the same time it is sent to the Board members a copy of the Board agenda and all its attachments. Should additional items be added to the agenda at the Board meeting, a copy will be given to the Association President or designee at the Board meeting.

The Association shall receive any additional financial information necessary upon request to the Board Treasurer.

- G. The Superintendent will submit three (3) or more calendar proposals to the Association. The Association by majority vote will select one (1) of the proposals. The Association selection will be submitted to the Superintendent for consideration by the Board.
- H. The Board will provide the Association the name, home address, telephone number, work email, work location, and job title of each bargaining unit member, annually by September 15. The list shall be sent electronically. If a bargaining unit member is hired after September 15, the Board will provide the new employee information within five (5) workdays of Board approved employment.

- I. The Board will provide the Association notification within five (5) workdays when a bargaining unit member has a change in work location or job title or job assignment.
- J. The Association president is permitted to attend school board meetings that are during the president's workday. The Association president will provide at least a five (5) day notice to his/her immediate supervisor of his/her intent to attend. This leave is not deducted from Association Leave per 9.04.

## **ARTICLE 15 - SALARY CHECKS AND DEDUCTIONS**

### 15.01 Payment of Salary

The annual compensation of each employee shall be paid in twenty-four (24) equal installments (two (2) pays per month). This provision is contingent on all District employees being paid using this method.

### 15.02 Direct Deposit

Employees shall continue to be paid by direct electronic means to the employee's financial institution.

### 15.03 Deductions

- A. The Board shall provide at no cost to the employee payroll deductions for:
  - 1. Organization Dues, initial fees and assessments of the Organization
  - 2. United Way
  - 3. Educators Political Action Committee
  - 4. Additional Term Life Insurance
  - 5. Credit Union
  - 6. Tax Sheltered Annuities
  - 7. U. S. Savings Bonds
  - 8. Flex-spending plan
- B. Organization dues, initiation fees and assessments deductions shall be solely for NCPA, ECOEA, OEA, NEA, and their departments and divisions. The Treasurer will be supplied with a list of those persons desiring payroll

deduction for dues no later than September 15th of each year. Deductions will commence with the first pay of October and continue with the remaining pay periods. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the Individual members. Deductions shall continue in effect from year to year unless revoked in writing and delivered to the Association Treasurer and Board Treasurer at least thirty (30) days prior to the commencement of the school year. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

1. The parties agree that should the rules and regulations of the IRA, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
2. Payment for all paid leaves - sick leave, personal leave, severance and supplemental including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a members contract).

15.04 In the event of the death of an employee, the employee's final pay check amount will be calculated to show any and all days owed to the employee or to the District and any and all vacation days used or unused.

## **ARTICLE 16 - HOLIDAYS AND VACATIONS**

16.01 Paid holidays for Custodians, Custodians/Maintenance, Groundskeeper, and Bus Mechanic shall include: Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, and Juneteenth and one day floating holiday taken at the employee's discretion. The superintendent must approve this day and only one employee shall be granted their floating holiday for any single day.

- A. Holidays which fall within an employee's scheduled work year will result in a day of pay.
- B. Any holiday that falls on a non-regularly scheduled workday, but during the employee's work year, will be compensated as if had been worked.

- C. Any employee who is required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay in addition to the regular holiday pay.
- D. If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be considered the holiday.
- E. Paid holidays for Cafeteria Workers, Secretaries, Teacher Aides, Bus Drivers, and Study Hall Monitor shall include: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, and one day floating holiday taken at the employee's discretion. The Superintendent must approve this day and only one (1) employee shall be granted their floating holiday for any single day.

## 16 .02 Vacations

This Section applies to twelve (12)-month bargaining unit custodians, custodian-maintenance employees, groundskeeper/District maintenance employees, and bus mechanics. Vacations for such employees are governed by the following terms:

- A. The employee will first be eligible for vacation on his/her anniversary date of employment by the Board. For this purpose, the anniversary date occurs twelve (12) months after the employee's first day actually worked. The employee's vacation year, during which the vacation the employee is eligible for under Paragraph B below is to be used, is the twelve (12)-month period immediately following the anniversary date. (Example: If the employee's first day worked is April 1st, his/her anniversary date is April 1st of the following year and the vacation year runs from that April 1st through the next March 31st.)
- B. The employee will be eligible for vacation based on his/her years of continuous service in the District as follows:
  - 1. One (1) - six (6) years' experience: Two (2) weeks' vacation.
  - 2. Seven (7) - twelve (12) years' experience: Three (3) weeks' vacation.
  - 3. Thirteen (13) or more years' experience: Four (4) weeks' vacation.
- C. Vacation time is non-accumulative, except that an employee may carry up to five (5) days into the next vacation year. In no event can an employee's combined total of current and carried-over days for a particular vacation year include more than five (5) carried-over days (For example, an employee eligible for twenty (20) days may carry five [5] over to the next



year for a total of twenty-five (25) in that next year, and may elect to then carry five [5] over into the next succeeding year for a total of twenty-five [25] in that years, but such employee's combined total for any year cannot exceed twenty-five [25] days).

- D. The Superintendent will have final approval of vacation schedules. Vacations are to be scheduled to least interfere with the operations of the schools.
- E. Vacation time will be paid at the employee's regular rate at the time vacation is taken.

### **ARTICLE 17 - MILEAGE REIMBURSEMENT**

- 17.01 The Board shall reimburse members of the bargaining unit for mileage incurred outside the District as a requirement of their job, or when acting as an agent for the Board. Reimbursement shall be at the rate established by the IRS.

### **ARTICLE 18 – OVERTIME**

- 18.01 All work over and above the standard work day and/or work week shall be compensated at the rate of one and one-half times (1½) the normal rate of pay, paid leave, holidays, vacation days and calamity days shall count toward meeting the above work day/work week requirement.

The employee will declare whether he/she prefers overtime pay or time off prior to working the requested overtime. If time off is chosen, the employee will notify the supervisor of his/her decision prior to working the overtime and submit a written request form stating that time off is requested and the date of the time off to be used. All time off must be used within one month of being earned.

- 18.02 Any member who is required to work overtime shall be paid at the rate of one and one-half (1½) times the hourly rate for each hour worked on a Saturday, Sunday or holiday.
- 18.03 Overtime shall be offered to employees on a rotating basis based on employees' seniority in the building where the overtime will occur. Custodian and Custodian/Maintenance shall be considered as a single job classification for the purpose of overtime.
- 18.04 Should that employee refuse the overtime, it shall be offered to the next bargaining unit member in the same job classification within the building.

18.05 Should no building employee desire the overtime, then it shall be offered to other employees within the same job classification with the most senior individual being asked first. Should no employee accept the overtime, then the administration may require a qualified employee to perform the overtime work as allowed by Article 23.04.

18.06 Bus driver positions normally will consist of not less than four (4) hours per day. This provision, however, shall not be construed to require a change in hours in any driver position in effect during the 2007-08 school year. Should the need arise for a driver position of less than four (4) hours per day in the future, the Superintendent will furnish the Association President with at least seven (7) calendar days advance written notice of such need and the reason(s) for it, after which the parties, if requested, will meet and confer on the issue for the purpose of ensuring a full understanding of the need and exploring the possibility of a mutually agreeable alternative.

A District "service contract" will be required from drivers for any hours worked beyond forty (40) hours per week.

18.07 If any regularly employed District bus driver voluntarily elects to substitute for a regular driver who is absent and then drives the absent driver's regular route, the volunteer driver will be paid for such substitute service at his/her regular hourly rate, minus mileage. It is mutually understood that the volunteer may substitute only if such substitute service does not interfere with the volunteer's own regularly assigned duties. It is further mutually understood that this Paragraph has no applicability to extra trips.

### **ARTICLE 19 - SUBCONTRACTING**

19.01 There will be no subcontracting of the following trips until all full-time bus drivers with benefits have been given the opportunity to drive:

- A. Away Varsity Football Games
- B. Band Away Football Game Trip
- C. Away Varsity Boys Basketball Games
- D. Away Varsity Girls Basketball Games

19.02 All regular drivers interested in driving to Varsity Football, Varsity Basketball and Band Trips shall sign up at the Bus Driver's meeting before school starts.

- A. Drivers are listed in order of seniority.

B. Trips are assigned by the seniority list

19.03 Temporary use of non-bargaining unit personnel

A Supervisor or Administration personnel may not perform the duties of a regular employee except for the purpose of instructing employees, or in extraordinary situations, or in assisting an employee with completing a task or duty which he or she is qualified to perform. It is further understood that bargaining unit work arising by operation of the Board's Building Use Policy will be assigned to the appropriate bargaining unit member(s) and compensated at the appropriate rate, meaning the overtime premium rate addressed in Article 18 of this Agreement in cases where Article 18 applies.

**ARTICLE 20 - TUITION WAIVER**

20.01 A bargaining unit member who lives outside the District may enroll his/her child(ren) in the District tuition-free.

**ARTICLE 21 - EVALUATION**

21.01 All members of the bargaining unit shall be evaluated annually by the appropriate supervisor.

21.02 Evaluation(s) shall be based on the total work performance throughout the work year by the member.

21.03 Only items included on the appropriate job description(s) can be used as the criteria for evaluation of work performance.

21.04 An employee, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the employee to correct such deficiencies. The supervisor involved in the particular area of the employee's work shall attempt to assist the employee in correcting those deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement.

21.05 A copy of the formal written evaluation report shall be given to the employee and a conference shall be held between the employee and the evaluator prior to finalizing it for transmission to the employee's personnel file.

21.06 The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The written evaluation report shall be completed within seven (7) days of the post-evaluation conference.

If the employee deems the formal written evaluation report to be incomplete, inaccurate, or unjust, the employee may put objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

Evaluations are to be completed no later than January 31st. If deficiencies are noted in the evaluation completed by December 31st, an additional evaluation may take place. This evaluation must be completed no later than April 1st.

## **ARTICLE 22 - WORK DAY**

22.01 Employees whose regular work shift is four (4) hours or more shall be provided one (1) duty free break of at least fifteen (15) minutes during each three (3) consecutive hours worked. The building principal or immediate supervisor shall determine the time of the break(s). Members may make arrangements with the building principal or immediate supervisor to exchange the duty free break for an earlier end of the workday.

22.02 Full-time employees who work at least eight (8) continuous hours shall be provided a duty free lunch period without pay of not less than thirty (30) minutes per day. Members may make arrangements with the building principal or immediate supervisor to exchange duty free lunch for an earlier end of the workday.

### 22.03 Calamity Days

During the first five (5) calamity days of the school year, all bus mechanics, custodial and custodial/maintenance employees shall report to work at the time designated by the Superintendent or his designee to remove snow on district grounds. Once snow removal is complete at each building, those employees who wish to return home may with a full day's pay.

After the fifth (5th) calamity day in a school year all bus mechanics, custodial and custodial/ maintenance employees shall report and work a full eight (8) hour day except when an emergency condition is declared by the Superintendent. General cleaning and maintenance can be completed in the buildings by these employees.

In the event that a snow day is declared on Friday, third (3rd) shift employees will be given the following Sunday night off.

In the event that an emergency condition is declared by the Superintendent, which results in the closing of district schools. All full-time twelve (12)-month employees remaining at home are to receive a regular day's wage. All full time employees required to report for duty will receive a regular days pay plus an additional day's wage.

The district agrees to implement a telephone call system which is designed to notify employees in the event that they will or will not be required to report to work on snow days and/or days closed as a result of an emergency condition declared by the Superintendent. All employees are required to be placed on the telephone call list.

#### 22.04 Emergency Call

In the event that it is necessary for an employee to report immediately to the workplace in response to an emergency situation at a time when he/she is not ordinarily scheduled, the employee shall receive a minimum compensation of at least four (4) hours pay.

### **ARTICLE 23 - CUSTODIAN/CUSTODIAN-MAINTENANCE**

23.01 All newly hired employees will be placed on the custodian salary schedule.

23.02 Any employee on the custodian salary schedule will be eligible to move to the Custodian/Maintenance salary schedule if either of the testings listed below are completed.

- A. Any employee who has completed the maintenance skills course in application electricity, plumbing, building maintenance at any accredited school. The cost will be reimbursed after graduating.
- B. The employee has passed the District's skills test (see Appendix E of this Agreement). The administration of this test will occur in the presence of the Superintendent (or designee) and of the employee in the custodial/maintenance classification designated by the Superintendent for this purpose.

The test for potential Custodial/Maintenance employees shall be attached as an appendix to this contract

- 23.03 No employee shall advance to the Custodian/Maintenance salary and/or classification unless an opening occurs for bidding or a Custodian/Maintenance position is currently being held by a qualified custodian. All current employee conditions will be grandfathered in the new agreement.
- 23.04 If any custodian is asked by the principal or Superintendent to perform tasks outside of his/her job description, but within the job description of custodian-maintenance, and he/she voluntarily agrees to do the job, the custodian will be paid for those jobs at the custodian-maintenance hourly rate. The custodian will submit a service contract to the Treasurer with the number of hours spent on the job. The salary adjustment will occur no later than the second regular pay date following submission of the service contract.
- 23.05 Custodians who move to the custodian-maintenance salary schedule shall be placed on the salary step which does not result in a reduction of his/her salary.

#### **ARTICLE 24 - DRUG FREE WORKPLACE**

- 24.01 A member may be required, at Board expense, to undergo an alcohol or drug test based on a reasonable suspicion that the member is under the influence of alcohol or an illicit drug while performing job tasks. This provision does not affect the Board's ongoing obligations under Federal Department of Transportation regulations as the testing of motor vehicle operators.
- 24.02 The Board may suspend, without pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense. Any employee found innocent of the stated charge shall be awarded all back pay and benefits due him/her.
- 24.03 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.
- 24.04 The conviction, guilty, or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.
- 24.05 Pre-Employment Drug Test

All persons being considered for a position in the Newcomerstown Exempted Village School District shall submit to a pre-employment drug/alcohol screening

test prior to employment with the Board of Education. Any applicant found to test positive for a controlled substance as outlined in the DOT Regulations, shall not be employed.

Persons hired pending the outcome of drug testing shall be probationary employees until the District receives test results. Failure of an employee to successfully pass the drug testing shall result in immediate termination.

### Drug Policy

In accordance with Federal law, the Newcomerstown Exempted Village School District Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs include any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by state statute, or substance that could be considered as a "look-alike" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The district is concerned about any staff member who is a victim of alcohol or drug abuse, and will facilitate the process by which he-she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the Superintendent's Office whenever such help is needed. All contact will be treated confidentially. Any staff member who is in need of help, and makes the request in writing, shall be permitted to use accumulated sick leave and enter a program as an "out" or "in" patient. The program shall be approved by the Board.

## **ARTICLE 25 - FIELD TRIPS**

- 25.01 All extra trips involving school bus transportation of students and/or school personnel will be offered to regular school bus drivers by seniority on a rotating basis for all school bus drivers that sign up for extra trips. There will be two (2) extra trip lists. Drivers may sign up for whichever list they are eligible. The first list is a 'Weekday List When School Is In Session' that does not interfere with the school bus driver's other school duties". The second list is a "Night, Weekend, and Non Duty Days List". The payment for the trips from either of these above lists shall be seventy-five dollars (\$75.00) for the 2018-2019, 2019- 2020 and 2020-2021 school years. A payment of ten dollars (\$10.00) per hour in addition to the trip payment shall be made for all time on the trip over five (5) hours.
- 25.02 The Athletic Department will schedule all athletic trips with the exception of Varsity Football Games and Boys' and Girls' Varsity Basketball games. Each athletic trip will be paid at a minimum of five (5) hours at Ohio's minimum wage. A payment of

Ohio's minimum wage per hour in addition to trip payment shall be made for all time on trips over five (5) hours.

- 25.03 When all of the regular school bus drivers that are on one of the rotating lists do not accept a trip on that list, then that trip may be offered to a substitute school bus driver. There is no seniority as to the rotation of substitute school bus drivers for extra trips.
- 25.04 In the event of unavailable school bus drivers for a trip from either list, the Superintendent of Schools shall have the right to offer the trip to a school bus driver available in the most cost effective manner to the school district. The Superintendent of Schools will attempt to follow a seniority rotation in a cost effective manner. If a school bus driver is taken off of another school job to drive a school bus for the trip, then the school bus driver will receive his/her normal pay for the regular school job. No payment shall be made to the school bus driver for the trip unless the trip is longer than the regular scheduled workday for the school bus driver. In that case, the school bus driver shall receive the school bus hourly rate of pay for all hours worked over the regular hours.
- 25.05 No drivers on sick or personal leave or suspension will be included in the seniority rotation for trips. During the summer months, a school bus driver that is a custodian and has his/her name on either extra trip list may use a vacation day to take a trip, if the trip falls on a previously scheduled vacation day.
- 25.06 If during anytime that school is not in session for students, trips become available, then reasonable attempts will be made to contact school bus drivers on the appropriate trip list that are not working in any of the Newcomerstown Exempted Village School District buildings during that time.
- 25.07 Any transportation of a class during school hours to other school buildings or locations in or around Newcomerstown will be done with school bus drivers working in their assigned school buildings. No payment will be made for this driving, as this will be covered as other tasks as assigned.
- 25.08 If a driver cannot leave his/her duty station because of the importance of a job being performed, as determined by the administration, the district is free to contract another driver to transport students as outlined above.
- 25.09 If a trip request for a school bus and school bus driver is received late in the Superintendent of Schools office, and other trips have already been scheduled with other school bus drivers, then the late trip shall be scheduled at the time it is received and no adjustments to previously scheduled trips will be made.
- 25.10 If a bus trip is cancelled and not rescheduled, a payment of ten dollars (\$10.00) is made to the school bus driver. If a trip is cancelled less than thirty (30) minutes before the scheduled departure time, then an additional ten dollars (\$10.00) is paid



to the school bus driver. The school bus driver will turn in a service contract for payment of any cancelled trips.

- 25.11 If a trip is cancelled and rescheduled, the school bus driver who was assigned to the trip has the option to keep that trip on the rescheduled date. If the assigned school bus driver turns down the rescheduled trip, then the trip is placed back into the appropriate trip list and is then scheduled again according to the rotating seniority list.
- 25.12 If a school bus driver cancels a trip more than twenty-four (24) hours before the scheduled departure time, then the trip goes back into the appropriate list and is then scheduled according to the rotating seniority list.
- 25.13 If a school bus driver cancels a trip less than twenty-four (24) hours before the scheduled departure time, the Superintendent of Schools has the right to assign the trip to an available driver.
- 25.14 A school bus driver shall receive a double payment for a Double Trip. For clarification purposes, a Double Trip shall be defined as one (1) school bus driver taking the same school group to two (2) locations for different functions and not returning to the school site between locations. The payment for a Double Trip will be two (2) times the regular trip rate and an hourly payment for any time over five (5) hours. An example of a Double Trip is a school bus driver taking the Marching Band to a Band Show in the p.m. and then leaving from the Band Show and proceeding directly to a Varsity Football Game.
- 25.15 The Superintendent of Schools will notify a school bus driver that has been scheduled for a trip on one (1) of the lists of the potential need to volunteer or not accept payment of the trip. This would be due to the lack of finances of a school club or group to pay the total cost of the trip. The school bus driver will then have the option to volunteer for that trip at the conclusion of the trip and not accept payment for the trip. Returning the trip ticket for the trip to the Superintendent of Schools office with the donation so noted will verify the school bus drivers volunteering for the trip.
- 25.16 If no General Fund money is used for the cost of the charter bus or a charter bus driver, then a charter bus may be used for the trip in the place of a Newcomerstown Exempted Village School District school bus and school bus driver.
- 25.17 School Bus Drivers are not required to be chaperones for any trips. School Bus Drivers are expected to regularly check the bus during trips but are not expected to remain on the bus during the time students are visiting the site. A school bus driver shall be present at the destination site for the entire duration of a trip to a site unprotected from the elements (weather).

25.18 If a situation occurs that is not outlined above, the Superintendent of Schools shall have the right to assign the school bus driver and trip to best meet the needs of the school district and its students.

25.19 Proper Attire and Footwear

School bus drivers shall wear proper attire while driving or attending any school trips. Proper attire shall include the following:

Shoes or boots (no sandals or flip flops), clean shirt and pants (shirts will not have any inappropriate wording or advertisement), hats (no inappropriate wording or advertisement). Bus Drivers attending field trips or activities, weatherpermitting, shall be able to wear shorts of appropriate length and style.

25.20 Board-Paid Trips Incentive

An incentive will be offered to bus drivers who take board-paid trips (as distinguished from athletic trips), on a rotational basis, as follows:

- \$400: for drivers who take 10 or more board-paid trips.
- \$675: for drivers who take 15 or more board-paid trips.
- \$1,000: for drivers who take 20 or more board-paid trips.
- \$1,375: for drivers who take 25 or more board-paid trips.
- \$1,800: for drivers who take 30 or more board-paid trips.
- \$2,275: for drivers who take 35 or more board-paid trips.

**ARTICLE 26 - INSERVICE**

26.01 The District can require attendance for a maximum of seven (7) hours of in-service during the year. If a member of the bargaining unit is scheduled for vacation on a day an in-service meeting is held, he/she will not be required to attend the in-service. Employees attending any in service or staff meeting at times other than their regular work hours shall be paid at one and one half (1½) times their regular rate of pay for the length of the meeting when it results in more than forty (40) hours.

26.02 In service meetings will be either prior to the commencement of the school year, or at the end of the work day. If an in-service meeting is held at the end of the work day, the meeting will not exceed one (1) hour in length. Meetings held on non-scheduled work days will not exceed four (4) hours in length. In-service meetings will be announced at least fifteen (15) days in advance.

26.03 The cafeteria employees will report for a mutually agreed upon work day prior to the district convocation day. This day will be used for any necessary preparation to open the cafeteria for the school year, including the serving and preparation of feed on convocation day. This day will be in lieu of the October Cleaning Day.

### **ARTICLE 27 - MANAGEMENT RIGHTS**

27.01 The Board hereby retains and reserves unto itself, limited only by the Ohio Revised Code, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of Ohio, and of the United States.

27.02 The exercise of these rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE 28 - SMOKE-FREE ENVIRONMENT**

28.01 There will be a smoking ban on all school grounds for all employees.

### **ARTICLE 29 - LABOR MANAGEMENT COMMITTEE**

29.01 The parties shall establish a Labor Management Committee ("Committee") composed of up to five (5) administrators appointed by the Superintendent and five (5) members appointed by the Association, with one representative from each job classification (Secretary, Aide, Cook, Bus Driver and Custodian). If the Association President and Vice President both serve in the same job classification and both wish to serve on the Committee, then the Association shall appoint one additional employee to the Committee to ensure representation from each job classification.

29.02 The Committee shall meet four (4) times annually (September, November, March and May) for one (1) hour, two (2) of which shall be held during the school day and two (2) of which shall be held after the school day, which shall be set by the Superintendent.

Committee meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve issues of mutual concern to the parties. Items to be included on the agenda for such meetings are to be submitted at least seven calendar days in advance of the scheduled meeting dates.

29.03 Except as provided in Article 30.02, Committee meetings shall be scheduled so as not to interfere with the work schedule of the members and shall be without supplemental monetary compensation.

29.04 Unit members will report any unsafe working conditions to their supervisor. If the supervisor is the person causing the unsafe working condition(s) or practice, then the unit member will report the practice to the Superintendent. The unit member may bring a union representative with him/her when reporting an unsafe working condition.

29.05 Administrators will not discipline a bargaining unit member for reporting an unsafe condition or practice.

### **ARTICLE 30 - CONFLICT WITH LAW/SEVERABILITY**

30.01 This agreement supersedes and prevails over all Ohio statutes, except as set forth in O.R.C. 4117.10(A), and over any conflicting policies of the Board.

30.02 Should the State Employment Relations Board or any court to competent jurisdiction determine that any provision of this Agreement is unlawful, all other provisions of this Agreement shall remain in full force and effect.

30.03 At the request of the Association, the parties will meet no later than thirty (30) calendar days after the determination of unlawfulness to bargain over the impact and to bring this Agreement into compliance. If the parties fail to reach agreement within thirty (30) calendar days after the initial meeting, the dispute resolution mechanism identified in Article 1, Section 1.05 of this Agreement will be utilized.

**ARTICLE 31 - DURATION AND EFFECTS OF AGREEMENT**

31.01 The Association shall be responsible for typing the Agreement. The Board shall be responsible for copying the Agreement. Paper costs shall be divided equally between the Board and Association.

31.02 This Agreement shall be in effect from July 1, 2022 through June 30, 2025.

31.03 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between both parties.

**NEWCOMERSTOWN EXEMPTED VILLAGE  
SCHOOL DISTRICT BOARD OF EDUCATION**

*Tom C. Kelly* 8.25.22  
Superintendent Date

*Christina M. Anem* 8-25-22  
Treasurer Date

*Wandy R. Addy* 8-25-22  
Team Member Date

**NEWCOMERSTOWN CLASSIFIED  
PERSONNEL ASSOCIATION**

*Judith West* 8-25-22  
President Date

*Judy Liverpart* 8-25-22  
Team Member Date

*Cindy Rose* 8-25-22  
Team Member Date

*17<sup>th</sup> Sep*

**APPENDIX A**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**GRIEVANCE REPORT FORM**

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

Statement of Grievance - Include date of occurrence, statement of the nature of the grievance, provisions of the contract violated, and the action requested.

\_\_\_\_\_  
Signature of the Grievant

STEP I - Disposition of the Building Principal

\_\_\_\_\_  
Signature of the Building Principal

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**FORMAL GRIEVANCE PRESENTATION**

(A single copy of which will be submitted to the Chairman of the grievance committee by the grievant, who will retain three (3) copies for himself.)

Grievant \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_

Chairman \_\_\_\_\_

Statement of Grievance

Action Requested

\_\_\_\_\_  
Signature of Grievant

STEP II - Disposition of the Superintendent of Schools

\_\_\_\_\_  
Signature of the Superintendent

STEP III - Disposition of the Board of Education

\_\_\_\_\_  
Signature of President of the Board of Education

*Additional pages may be added to this report when necessary.*

**APPENDIX B**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**RE-EMPLOYMENT 3319.081 O.R.C.**

Any employee employed under a limited contract, and not eligible to be considered for a continuing contract is, at the expiration of such limited contract, deemed re-employed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the employing Board, acting on the Superintendent's recommendation as to whether or not the employee should be re-employed, gives such employee written notice of its intentions not to re-employ him on or before the first day of June. Such employee is presumed to have accepted such employment unless he notifies the Board in writing to the contrary on or before the first day of June, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic re-employment of such employee.

The failure of a Superintendent of Schools to make a recommendation to the Board of Education under any of the conditions set forth in this section, or the failure of the Board of Education to give such employee a written notice pursuant to this section shall not prejudice or prevent an employee from being deemed re-employed under either a limited or continuing contract as the case may be under the provisions of this section.



**APPENDIX C**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**APPLICATION FOR SICK LEAVE - FORM 1.08.3**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SCHOOL ASSIGNED \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned says that she/he is hereby making application for the use of sick leave as provided in Revised Code 3319.141 (3319.141) and that the use of sick leave by justified for the following reasons:

- A. \_\_\_\_\_ Personal Illness
- B. \_\_\_\_\_ Personal Injury
- C. \_\_\_\_\_ Illness, Injury or Death in Immediate Family

If A or B is checked, was medical attention required? Yes\_ No\_

If yes, state name and address of physician and dates consulted:

Name \_\_\_\_\_

Address \_\_\_\_\_

Date Consulted \_\_\_\_\_

If C is checked, please give relationship of such members of your immediate family.

Name \_\_\_\_\_

Relationship \_\_\_\_\_

I hereby request;    day(s) of sick leave beginning   ,20\_, and ending   ,20\_.

If disapproved, state reasons. \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

**APPENDIX D**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**APPLICATION FOR PERSONAL LEAVE FORM**

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE REQUEST SUBMITTED \_\_\_\_\_

DATE(S) REQUESTED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**APPENDIX E**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL  
DISTRICT 702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**EMPLOYEE REQUEST FOR VACATION LEAVE**

**NAME:** \_\_\_\_\_

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

I hereby request \_\_\_\_\_ day(s) of vacation leave

beginning on \_\_\_\_\_ and ending on

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Building Principal/Supervisor Signature Date

\_\_\_\_\_  
Superintendent Signature Date

If disapproved, state reason(s):

## **APPENDIX F**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

### **SKILLS TEST - CUSTODIAN TO CUSTODIAL MAINTENANCE**

All Buildings - Custodian must complete or show evidence of completion of each of the skills listed below in order to be moved from Custodian to Custodial/Maintenance Salary Schedule.

1. Electrical - change switches, receptacles, light fixtures, ballasts, light bulbs.
2. Change belts and grease motors inside/outside buildings.
3. Plumbing - replace flush valves, P-traps, change wax ring on commodes and replumb, faucets, drinking fountains.
4. Repair or replace existing window springs, glass, recaulk, reseal.
5. Change/replace door closures.
6. Change door knobs and locks - interior and exterior.
7. Any existing hardware, electrical, or plumbing should be able to be replaced.

\*Any skills that a custodian possesses which are not tested, should be made known to the Superintendent at the time of testing. Example - carpentry, welding, electrician, dry walling, plastering, concrete and cement work.

**CUSTODIAN/MAINTENANCE SKILLS TEST**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

Evidence of: Show item of completion, where and date.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Superintendent of Schools Date

**APPENDIX G**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**CUSTODIAL, MAINTENANCE PERSONNEL, BUS MECHANIC EVALUATION  
GUIDE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SCHOOL \_\_\_\_\_

Evaluation Items:	Low	Middle	High
1. Quality of Work	_____	_____	_____
2. Quantity of Work	_____	_____	_____
3. Dependability	_____	_____	_____
4. Initiative and Ingenuity	_____	_____	_____
5. Safety-Mindedness	_____	_____	_____
6. Job Knowledge	_____	_____	_____
7. Judgment	_____	_____	_____
8. Adaptability	_____	_____	_____
9. Leadership	_____	_____	_____
10. Appropriately Groomed	_____	_____	_____
11. Cooperation with Others	_____	_____	_____
12. TOTAL JOB PERFORMANCE	_____	_____	_____

Comments: \_\_\_\_\_

I have reviewed this report. Reappointment: Yes \_\_\_\_\_  
No \_\_\_\_\_

My signature does not necessarily mean I agree with all the markings.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

*THIS REPORT IS TO BE KEPT CONFIDENTIAL*

## **CUSTODIAL PERSONNEL. BUS MECHANIC EVALUATION GUIDE**

### Definition of Terms:

1. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
2. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirement of the job and is capable of extended performance.
3. Dependability - Assurance that assignments will be carried out. Ready and available to perform duties and accept responsibility. Sense of responsibility for being present on the job.
4. Initiative and Ingenuity - Shows interest in planning and sees work that needs to be done and does it.
5. Safety-Mindedness - Observes safety rules of organization. Is very cautious about injuries on the job. Promotes safety by offering suggestions for eliminating accidents.
6. Job Knowledge - Has thorough understanding of the work involved and how to do it.
7. Judgment - Shows maturity and common sense in making decisions.
8. Adaptability - Willingly and readily adapts to new or difficult situations.
9. Leadership - Willing to take charge of a situation and supervises workers assigned to them.
10. Appropriately Groomed - Appropriate appearance for job requirements.
11. Cooperation with Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interest for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**CAFETERIA PERSONNEL EVALUATION GUIDE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SCHOOL \_\_\_\_\_

Evaluation Items:	Low	Middle	High
1. Cooperation with Others	_____		
2. Appropriately Groomed	_____		
3. Work Attitude	_____		
4. Safety-Mindedness	_____		
5. Initiative and Judgment	_____		
6. Adaptability	_____		
7. Job Knowledge	_____		
8. Dependability	_____		
9. Quality of Work	_____		
10. Quantity of Work	_____		
11. TOTAL JOB KNOWLEDGE	_____		

Comments: \_\_\_\_\_

I have reviewed this report. Reappointment: Yes \_\_\_\_\_  
No \_\_\_\_\_

My signature does not necessarily mean I agree with all the markings.

\_\_\_\_\_  
Cafeteria Personnel's Signature

\_\_\_\_\_  
Evaluator's Signature

Date \_\_\_\_\_

*THIS REPORT TO BE KEPT CONFIDENTIAL*



## **CAFETERIA PERSONNEL EVALUATION GUIDE**

### **Definition of Terms:**

1. Cooperation with Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interests for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Work Attitude - Presents a wholesome attitude. Has a good attitude toward co-workers. Attitude is compatible with immediate supervisor. Has a good attitude toward assignments which have been designated.
4. Safety-Mindedness - Observes safety rules of organization. Is very cautious about injuries on the job. Promotes safety by offering suggestions for eliminating accidents.
5. Initiative and Judgment - Ability to analyze and evaluate problems or situations and make wise decisions without detailed instructions. Willing to suggest improvements where needed.
6. Adaptability - Willingly and readily adapts to new or difficult situations.
7. Job Knowledge - Is knowledgeable in health regulations in regard to the preparation of food and knows how to adjust recipes to match quantity of food needed.
8. Dependability - Attendance is good and performance is reliable.
9. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
10. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirements of the job and is capable of extended performance.

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
702 S. RIVER STREET  
NEWCOMERSTOWN, OHIO 43832**

**SECRETARIAL EVALUATION GUIDE**

**NAME** \_\_\_\_\_

**POSITION** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

Evaluation Items:	Low	Middle	High
1. Job Knowledge	_____		
2. Appropriately Groomed	_____		
3. Quality of Work	_____		
4. Quantity of Work	_____		
5. Cooperation with Others	_____		
6. Judgment	_____		
7. Work Attitude	_____		
8. Public Contact	_____		
9. Dependability	_____		
10. Adaptability	_____		
11. Initiative & Ingenuity	_____		
12. Respect for Confidential Info	_____		
13. TOTAL JOB PERFORMANCE	_____		

**Comments:** \_\_\_\_\_

I have reviewed this report.                      Reappointment: Yes \_\_\_\_\_  
No \_\_\_\_\_

My signature does not necessarily mean I agree with all the markings.

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Evaluator's Signature

Date \_\_\_\_\_

## **SECRETARIAL EVALUATION GUIDE**

### Definition of terms:

1. Job Knowledge - Picks up new work readily. Quick to learn new methods and procedures. Follows instructions. Knows office routine. Possesses secretarial skills necessary for the job.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Quality of Work - Precision or exactness as well as neatness and orderliness of work produced. Completes work on time.
4. Quantity of Work - Produces quantity of work normally accepted for the position. Completes basic requirements of the job and is capable of extended performance.
5. Cooperation With Others - Willingness to lend a hand. Subordinating personal likes, dislikes, or interests for the benefit of the organization. Ability to adjust to working conditions. Ability to get along with fellow-workers.
6. Judgment - Ability to analyze and evaluate problems or situations and make wise decisions without detailed instructions. Willing to suggest improvements where needed.
7. Work Attitude - Presents a wholesome attitude. Has a good attitude toward assignments designated and good attitude toward co-workers. Attitude is compatible with immediate supervisor. Conducts herself in an exemplary manner at all times.
8. Public Contact - Is consistently courteous and considerate. Willing to listen and follow through on problems.
9. Dependability - Assurance that assignments will be carried out. Ready and available to perform duties and accept responsibility. Sense of responsibility for being present on the job.
10. Adaptability - Willingly and readily adapts to new or difficult situations.
11. Initiative & Ingenuity - Resourceful in organizing and performing a job in a more efficient and effective way.
12. Respect for Confidential Info - Is trustworthy, dependable, and has ability to keep restricted confidential.



## **BUS DRIVER EVALUATION GUIDE**

### Definition of Terms:

1. Job Knowledge - Has thorough understanding of the work involved.
2. Appropriately Groomed - Appropriate appearance for job requirements.
3. Relation with Students - Takes an active interest in students as individuals, adapts to various age levels and is at ease in associating with them.
4. Cooperation With Staff - Has a whole attitude toward the personnel and works well with them - within the entire school.
5. Dependability-Attendance is good and performance is reliable.
6. Responsibility - Can be trusted to assume responsibility for a task and complete the task in an acceptable way.
7. Quality of Work - Performs work with a minimum of errors.
8. Judgment - Shows maturity and common sense in making decisions in a calm and unruffled manner.
9. Adaptability - Willingly and readily adapts to new or difficult situations.
10. Safety-Mindedness - An attitude of safety at all times, when driving the bus with the students always first in mind, also pedestrian and fellow motorists.
11. Emotional Maturity - How mature a person acts or operates under any or all emotional stress, or even under normal activity.
12. Care of Equipment - Cleanliness of bus - safety measures when operating bus at all times and operating in an economical manner so as to less maintenance.

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT**  
**702 S. RIVER STREET**  
**NEWCOMERSTOWN, OHIO 43832**

**INSTRUCTIONAL ASSISTANTS EVALUATION GUIDE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SCHOOL \_\_\_\_\_

<u>Evaluation Items:</u>	Low	Middle	High
1. Job Knowledge	_____	_____	_____
2. Appropriately Groomed	_____	_____	_____
3. Relationship With Students	_____	_____	_____
4. Cooperation With Staff	_____	_____	_____
5. Responsibility	_____	_____	_____
6. Respect for Confidential Info	_____	_____	_____
7. Group Supervision	_____	_____	_____
8. Adaptability	_____	_____	_____
9. Dependability	_____	_____	_____
10. Quality of Work	_____	_____	_____
11. Quantity of Work	_____	_____	_____
12. Initiative and Ingenuity	_____	_____	_____
13. Judgment	_____	_____	_____
14. TOTAL JOB PERFORMANCE	_____	_____	_____

Comments : \_\_\_\_\_

I have reviewed this report.

Reappointment: Yes \_\_\_\_\_

No \_\_\_\_\_

My signature does not necessarily mean I agree with all the markings.

\_\_\_\_\_  
Bus Driver's Signature

\_\_\_\_\_  
Evaluator's Signature

Date .....

*THIS REPORT TO BE KEPT CONFIDENTIAL*

## INSTRUCTIONAL ASSISTANTS EVALUATION GUIDE

### Definition of Terms:

1. Job Knowledge - Has a thorough understanding of assignment.
2. Appropriately Groomed - Appropriate appearance for job requirements
3. Relationship with Students - Takes an active interest in students, adapts to various age levels and is at ease in associating with them.
4. Cooperation With Staff - Has a wholesome attitude toward the personnel and works well with them within the entire school.
5. Responsible - Can be trusted to assume responsibility for a task and complete the task in an acceptable way.
6. Respect for Confidential Information - Treats information about students or staff with complete confidence
7. Group Supervision - Maintains control of students by acceptable means.
8. Adaptability - Willingly and readily adapts to new or difficult situations.
9. Dependability – Attendance is good and performance is reliable.
10. Quality of Work - Performs work with a minimum of errors.
11. Quantity of Work - Is fast enough to perform all types of assigned work within a reasonable amount of time, and ambitious enough to try new tasks, when necessary.
12. Initiative and Ingenuity - Shows interest in planning and is able to suggest creative ideas when working with groups.
13. Judgment - Shows maturity and common sense in making decisions.