

11-con-02-1765

1765-02

STATE EMPLOYMENT
RELATIONS BOARD

2013 DEC 17 A 8:24

K#30263

Northmor Classified Employees

(NCE)

Master Agreement

2011-2012

2012-2013

2013-2014

ARTICLE I

RECOGNITION

- A. The Northmor Board of Education hereby recognizes the Northmor Classified Employees (NCE), as the sole and exclusive representative of the classified personnel employed by the Board, including all fulltime cooks, custodians, aides, bus drivers, and all other personnel engaged in school business, but excluding substitutes. They are recognized for the purposes of negotiating in good faith, wages, benefits, and all other terms and conditions of employment. The term of recognition is continuous as long as the Association maintains a majority of the bargaining unit as members.
- B. It is agreed by both parties that all employees have the right to join or not to join an organization seeking recognition from the Board of Education. Membership in any such organization, or the payment of dues, fees, or assessments to any such organizations, shall not be required as a condition of employment nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this agreement.

ARTICLE II

ASSOCIATION PRIVILEGES

- A. The Northmor Classified Employees shall have the sole and exclusive organizational rights as enumerated in Section C in this article.
- B. The NCE shall have the privilege to use the faculty bulletin boards, mailboxes, inter-school mail delivery, and school facilities for the purpose of meetings.
- C. Copies of any and/or all information, statistics, records, or printed matter relating to negotiations that is public information shall be made available to the NCE upon request.

ARTICLE III

NEGOTIATION PROCEDURES

A. Statement of Principals

1. The Board of Education of the Northmor Local Schools, hereinafter referred to as the "Board" and the Northmor Classified Employees, hereinafter referred to as "NCE", state the purpose of the procedures established in this document. That purpose is to provide a means for harmonious and cooperative relationships between the Board and the classified employees through collective negotiations. The principles stated in succeeding sections of this document shall govern the negotiations process between the Board and NCE.
2. "Good Faith" requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.
3. The president of NCE shall submit to the Treasurer in writing the names and addresses of the officers and total membership of the NCE annually by October 1st.

B. Subjects of Negotiation

Representatives of the Board and NCE will negotiate in good faith a salary schedule, fringe benefits, and other terms and conditions of employment.

C. Requests for Negotiation

1. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment, it shall notify the other party in writing. Notification must be made between April 1st and May 1st, prior to the expiration date of any agreement of understanding reached pursuant to the terms of this negotiating procedure. Notification in writing from NCE shall be submitted to the Superintendent. Notification from the Board shall be addressed to the President of NCE.
2. Within fifteen (15) working days after receipt of such notice, representatives of the parties shall establish a date for the initial bargaining session.

3. In the first negotiations session, proposals shall be in form and detail specifying that to which agreement be sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance and may be disregarded.
4. The items proposed shall constitute the total for negotiations. No new items may be substituted unless by mutual agreement of both parties.

D. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals to avoid conflict and interference with school and employment schedules.
3. Either party may recess for caucuses.
4. Each party shall keep minutes of meetings only if it deems necessary and only in such form and detail as it may determine advisable.

E. Representation

1. The representatives of the board shall consist of not more than five (5) designees.
2. The representatives of NCE shall consist of not more than five (5) designees.

F. Information

The parties agree to furnish, upon written request and in reasonable time, available information concerning the financial status of the District and such other information as will assist the parties in the development and evaluation of proposals.

G. News Releases

Neither party shall make a release to the new media regarding negotiations unless both parties are mutually agreeable.

H. Agreement

1. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party. All agreements are tentative, based upon the complete resolution of all issues.
2. The purpose of "tentative agreements" is to develop a package that will be submitted to the classified employees and the board for ratification. Initialing of tentative agreements shall be done in good faith.
3. The committee of NCE must affirm the acceptance of the agreement first by a membership vote and then the same shall be presented to the Board of Education for its decision. If approved, the agreement shall be binding on both parties.
4. Within thirty (30) working days after the signing of the agreement by both parties, copies of the agreement shall be made available to all classified staff and board members. The responsibility for printing and distributing the copies of the agreement will be that of the board and NCE. The number of copies to be printed shall be mutually agreed to by the Superintendent and NCE.

I. Disagreement

1. If agreement is not reached within ninety (90) days following the commencement of negotiations; either party may at any time thereafter request the employment of a mediator, and the cost if any, of such mediations services shall be shared equally by the Board and NCE. However, if after sixty (60) days from commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will extended up to thirty (30) additional making a total number of days for any one negotiating session one hundred twenty (120) days from the day of initial meeting.
2. The mediator shall be supplied by the Federal Mediation and Conciliation Service or any other source acceptable to both parties.
3. In the event mediation fails to help the parties reach agreement, the final act of the mediator shall be to report to the parties in writing declaring the points of disagreement and the position of the parties on the impasse items as they appear to the mediator and his/her recommendations.

4. In the event that the parties cannot come to an agreement, arbitration or binding arbitration is an option that may be considered to bring closure to the disagreement. Arbitration can take place when both parties agree to the process.

J. Consistency with Law

If any provision of the Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

K. Further Terms of Agreement

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject with the scope of negotiations. The understandings and agreements arrived at by the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matter within the scope of negotiations. All prior negotiated agreements not contained herein shall not be binding upon the parties to this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Grievance Policy

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

B. Definitions

A grievance shall mean a complaint by a member of the bargaining unit that there was an alleged violation, misapplication, or misinterpretation by the Board or the Administration of this contract, rules, policies, or procedures.

An aggrieved person or grievant is the complainant. A party in interest is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

The term days, when used in this document, shall mean working days unless otherwise indicated. Thus, weekend and vacation days are excluded.

C. Level One

A classified employee with a problem or potential grievance will first discuss it verbally and may submit it in writing to the principal or immediate superior, either individually or accompanied by the NCE representative, with the objective of resolving the matter informally.

D. Level Two

If the classified employee and the NCE representative are not satisfied with the disposition of the grievance, he/she may file written grievance with his/her principal within ten (10) days following the act or condition which is the basis of his/her complaint.

The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the memorandum, contract, policy, rule, or regulation allegedly violated, misinterpreted or misapplied. Copies of such written grievance are to be sent by the aggrieved party to the representative of NCE and to the Superintendent. The principal shall communicate his/her decision writing within five (5) days to the grievant, to the NCE and to the Superintendent.

E. Level Three

If the classified employee and the NCE representative are not satisfied with the disposition of his/her grievance, he/she may within five (5) days of receipt of the decision rendered by the principal, appeal to the Superintendent. The appeal shall include (a) a copy of the decision; (b) the grounds for the appeal; and (c) the names of all persons officially present at the hearing.

The appeal shall be heard by the Administration and the Grievance Committee that may be composed of the grievant, his/her building representative, Grievance Committee Chairperson, the NCE President, and one (1) other NCE member within twenty (20) days of its receipt. Five (5) days prior to the hearing, written notice of the time shall be given to the grievant, NCE representative and parties previously involved. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the NCE and the grievant his/her decision, in writing, including support reasons.

F. Level Four

If the action taken by the Superintendent is not to the satisfaction of the grievant, having the support of the NCE, the grievant may request within five (5) days, in writing, that the matter be submitted to the Board or a committee of the Board consisting of at least three (3) of its members. Not later than ten (10) days after the conclusion of the hearing, the Board shall submit its disposition in writing to the grievant, and a copy to the President of NCE.

G. Level Five

If the grievance is not resolved in Level Four, the aggrieved employee may submit the matter to an arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association by filing notice with the Board no later than ten (10) days after receipt of the unsatisfactory decision at Level Four.

The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's decision will be in writing and shall set forth his/her findings, reasonings, and conditions on the issue submitted. The arbitrator will be without power or authority to amend, add to, or modify the terms of this agreement. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The parties to the dispute will share the arbitrator's fee equally.

H. Time Limits

Failure at any step of this procedure by the Board's representative to communicate the decision in writing on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of the procedure to appeal a grievance by NCE to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

I. Meeting Time

It will be the practice of all parties in interest to process all levels of grievances after the regular day has ended.

J. Records

Careful records shall be maintained by the Administration concerning all grievances, written appeals, and decisions rendered. A copy shall be furnished to NCE.

K. Forms

Grievances, appeals, notices of meetings and dispositions shall be filed on the appropriate forms.

ARTICLE V

LEAVES/MEETINGS

- A. Classified employees may attend professional meetings with the permission of the Superintendent when funds for such meetings are available.
1. Professional meetings are defined as those conferences, conventions, school visitations, or other activities approved by the Superintendent.
 2. Classified employees may request to attend a meeting through their building principal.
 3. The Superintendent must make the final approval.
 4. The building principal will have the prerogative in determining if the meeting is in the best interest of the classified employees and the school.

B. Field Trips

1. The salary schedule of \$11.00 per hour will be applied for all routes that are in addition to regular and or contracted trips. This same salary schedule should be used to compensate a driver for attendance of required safety meetings and in-services, a maximum of 4 hours per year.
2. Bus drivers may drive the districts other forms of transportation at the same hourly rate of Suburban drivers. The three hour minimum will not apply.

C. Summer Work Schedules

All summer work schedules for buildings shall comply with the regular summer building hours. If extended hours are needed, the building principal and the Superintendent must approve them in advance.

All teachers are to do their work during regular summer hours. If this is not possible, with prior approval, custodians will be paid per salary schedule.

D. Sick Leave

1. Sick leave will be accumulated at the rate of fifteen days per year to a maximum of three hundred (300) days.
2. Sick leave and conditions of sick leave policy are enumerated under the following:
 - a. Sickness at home.
 - b. Sickness under the care of a physician at home or in an institution.
 - c. Sick leave
 1. Unlimited sick leave pay will be granted for illness or hospitalization of the employee or requiring the employee's assistance for the following: spouse, children, mother, or father
 2. 10 days of sick leave will be granted for illness or hospitalization requiring the employee's assistance for the following: father-in-law, mother-in-law, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law.
 - d. Sick leave will be granted during the time that a classified employee is scheduled to work and/or on the payroll. No penalty or sick leave deduction will be imposed on a staff

member who was sick on a day which school was closed due to bad weather or any other emergency day. Except, no more than five (5) days per school year will be granted to anyone who is in leave of absence.

- e. Sick leave is accumulative at the time employee is ill.
- f. To be eligible for sick leave pay a classified employee should notify the building or designee prior to a time established by the building principal. A general guideline would be 6:30 a.m. for an employee at the high school/junior high school and 7:30 a.m. for an employee at one of the elementary buildings. This may vary based upon the position of the employee.
- g. Birth of a new baby. A letter of request shall be submitted to the Superintendent sixty (60) days prior to due date.
- h. The Board shall put in place incentives for those classified employees who achieve perfect attendance. Therefore the Board agrees to pay any classified employee an amount equal to one (1) day at their per diem rate if zero sick days are used during the current contract year and an amount equal to one half (1/2) day at their per diem rate if one (1) sick day is used during the current contract year (with the exception of personal leave and vacation days).

3. Sick Leave Pool

The sick leave pool is a voluntary plan allowing classified employees to donate up to five (5) sick leave days for a pool to be used by classified employees who experience catastrophic illness that constitutes an emergency situation (life threatening) as determined by medical documentation and a joint committee of four (4) members, two (2) from NCE and two (2) from the Northmor Administration. Decisions require a majority vote. An employee may request up to ten (10) days per request, only after exhausting all individual sick days and personal/vacation days and not in excess of three (3) requests. The total is not to exceed thirty (30) days per three year period in the sick leave pool. The sick leave pool may not be used to extend maternity leave. The board will provide assistance to the employee in applying for disability under SERS guidelines if more time off is required. On or before August 15th of each year, the Board will furnish the NCE with a statement of the number of days left in the Sick Leave Pool.

E. Classified Employees Maternity Leave of Absence/New Parent Leave of Absence

1. A pregnant classified employee shall be granted an unpaid maternity leave of absence.
2. A classified employee shall notify the building principal as soon in advance as possible of the date of expected delivery.
3. Upon request, a classified employee adopting a child of any age shall be granted a maximum of six (6) weeks parental leave. An employee adopting a child six years of age or older shall be granted a maximum of three weeks parental leave. Accumulated sick leave may be used during this leave. Lack of sick leave will require the employee to take an unpaid leave.
4. Upon request, a pregnant classified employee shall be granted a maternity leave of absence. The maximum number of sick days that may be applied to a maternity leave is thirty. Maternity Leave may be extended for an additional six weeks through the use of the Family Medical Leave Act. Therefore the total Maternity leave may be up to twelve weeks (six weeks available through sick leave) and any additional time will be in the form of a one year unpaid leave of absence.
5. A classified employee returning from maternity leave in the same school year will be returned to her contracted position. The classified employee will be reinstated in her prior contracted position in the next school year, if notification of intent to return at the beginning of the school year is given by April 15th.
6. By mutual agreement between Treasurer and classified employee, insurance premiums will be paid by the treasurer during unpaid maternity leave when the classified employee's sick leave funds are adequate to cover such payments. Lack of sick leave funds will require the classified employee to pay insurance premiums through the treasurer.
7. Mutual agreement must be reached thirty (30) days prior to the date of the first payment of unpaid maternity leave. Each payment must be received two (2) weeks before the treasurer is to pay insurance premiums to the insurance company.

F. Personal Leave

1. Each classified employee shall be entitled to three (3) days of personal leave per school year, non-cumulative, with pay. Personal leave may be granted for three (3) days without the employee indicating reason(s) on the prescribed form. However, it is understood that any leave request must be within the limitations of the intent of the leave provisions outlined below. The following are situations for the use of personal leave:
 - a. Personal business that cannot be conducted except during school hours.
 - b. Emergency situations beyond the control of the employee.
 - c. Observance of a religious holiday(s) of employee's personal faith.
 - d. Death of a close friend and/or relative not covered under funeral leave.
 - e. Adverse weather conditions not covered by school closing.
 - f. Attendance at graduation, award ceremony, and/or other honorary ceremony of the employee or the employee's family.
 - g. Court Appearance.
2. Notice of intent to use personal leave shall be filed with the building principal no less than forty-eight (48) hours prior to the intended date of use, except in emergency situations. In case of emergencies, the form shall be completed upon return of the employee.
3. The day shall not be used for gainful employment in some other capacity.
4. Personal leave days can be used to extend a vacation or holiday as subs are available. Administration will make determination on sub availability. This item can be reopened at administrations request at end of first year of contract. A vacation is defined as Thanksgiving, Christmas, or Easter Break. A holiday is defined as all legal holidays observed by the school district, including July 4th, Labor Day, President's Day, Martin Luther King Day, and Memorial Day. Personal leave cannot be used during the staff orientation prior to the opening of school or on the teacher workday following the last day of school. In the event of unavoidable circumstances that are related to the health and welfare of employees' families, leave requests may be considered and granted. The staff member, principal/supervisor, and superintendent will document in

writing their acknowledgment and understanding of the unavoidable circumstances.

5. The parties to this agreement, the Board and NCE, strongly discourage the use of personal leave during the first two or the last two weeks of school. Staff members should refrain from leave during these times except in cases of absolute necessity with Superintendent Approval as stated above in #4.
6. An employee who does not use any of the three (3) personal leave days in a contract year will be paid an amount equal to one (1) day at their per-diem rate.
7. Any personal days may be refused by the Superintendent after six (6) requests have been received for the same days(s).
8. Personal days may not be subdivided into $\frac{1}{4}$ units.

G. Unpaid Personal Leave

A classified employee shall have at their disposal ten (10) days that may be used as unpaid personal leave days. No more than ten (10) unpaid leave days in succession will be granted. These ten days will be subject to the same guidelines as paid personal days and specifically cannot be used for gainful employment. The days without pay must be pre-approved by the administration.

H. Funeral Leave

Up to five (5) days maximum, one (1) of which must be the day of the funeral, shall be granted to an employee who has had a death in the immediate family or non-family. The immediate family includes: father, mother, sister, brother, husband, wife, children, stepchildren, stepparents, grandparents, grandchildren, guardian, foster children, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle. Non-family requests must include a written explanation and be approved by the Superintendent.

I. Family Leave

Classified employees shall be granted unpaid leave of absence in accordance with the Federal Family and Medical Leave Act of 1993. Care for elderly parent(s) will also be included in this unpaid leave of absence.

J. Long Term Leave of Absence

1. An employee may be granted a long-term leave of absence without pay for one (1) year.
2. A request for long-term leave of absence should be submitted in writing to the building administrator and the superintendent.
3. Upon return the employee will be given priority on a candidate's former position and then on any position available for which the candidate is qualified when returning.
4. Intent to return must be given to the superintendent no later than April 15th.
5. The employee will maintain seniority if returned to employment within the prescribed time.
6. The board will have the right to determine if the long-term leave of absence without pay is to be granted.

ARTICLE VI

GENERAL ISSUES

- A. Contracts will be issued by the Northmor Board per the following schedule:
 1. 1st contract = 1 year
 2. 2nd contract = 2 years
 3. 3rd contract = continuing
- B. Any employee on or eligible to receive a multi-year contract who, upon reemployment is offered a contract of less duration, shall be given notice in writing setting forth the reasons for not receiving the normal contract progression. Probationary contracts may be issued between any of the contract steps at the discretion of the Board.
- C. Continuing contracts will be issued as provided in the Ohio Revised Code.
- D. Employee Evaluation

1. An employee's evaluation is to be conducted openly by his/her building principal or another district administrator.
 2. Supervision/evaluation of job performance is the primary function of the building principal. The objective of supervision/evaluation activities is the improvement of job performance. The supervision/evaluation process is to be a collaborative effort on the part of both the principal and the employee.
 3. All classified employees on continuing contracts will be evaluated at least every three years formally. Employees with limited contracts shall be evaluated once a year. Evaluation of classified employees shall be the responsibility of the building principal or acting administrator. All evaluations should be at a time and place that is pre-arranged and mutually acceptable to both individuals.
- E. Vacancies will be posted in each school throughout the school calendar year. Written notice of all classified vacancies will be given to NCE building representatives. Notices will also be posted at the administration center. If in case of emergency less than a ten day minimum is needed between posting and hiring dates the NCE President will be contacted.
- F. No involuntary transfer or reassignment will be made without a conference between the employee and the building principal involved.
- G. Upon retirement, severance pay will be made by the Northmor Local Board of Education based on a portion of the accumulated sick leave at the time an employee retires from active service. The number of days paid in severance pay shall equal thirty percent (.30) of the accumulated sick leave up to 250 days. The daily rate shall be calculated on the base contracted salary and shall not include supplemental or extra-curricular salary. The payment shall be made after the completion of a current contract, the receipt of a resignation and notification from the retirement system that the employee is fully retired and receiving retirement income.
- H. School Calendar
1. Representatives of the Board and a committee from NCE shall meet during the early part of the calendar year for the purpose of discussions on the possible school calendars for the coming school year.
 2. A committee consisting of members of NCE and the NTA shall create two possible school calendars to be voted on by the unions. The calendar receiving the highest number of votes will be forwarded to the Northmor Board of Education for consideration.

I. Any employee requesting or requested to attend a meeting with an administrator related to a personnel matter or dealing with a disciplinary matter shall have the option of having a NCE official, in that building, in attendance.

J. Northmor classified employees shall convey a professional appearance. Employees shall dress as professional on a daily basis. Employees performing duties in lab settings or at extracurricular activities shall dress in a manner befitting their profession and befitting the nature of the work they are completing. This does not apply to employees wearing uniforms approved for their work. Exceptions to these guidelines are during "Spirit Day" and on approved "Casual Fridays".

a. Required Dress May Include;

- Shirts or blouses, button up shirts, golf shirts, sweaters
- Dress shoes or well-kept tennis shoes. Shoes must also be safe for the employees work conditions and during various weather conditions.
- Dress pants or khakis (of any color) for men
- Slack or skirts or khakis (of any color) for women

b. Inappropriate Dress Includes:

- Jeans of any color or style (exclude bus drivers)
- Any type of shorts, cargo style pants, wind pants and sweat pants (exclude bus drivers for shorts or cargo style pants)
- Flip Flops
- Capri pants (mid-calf length pants), skorts - (excludes bus drivers)
- Sweatshirts or hoodies style sweatshirts (except of "Spirit Day") – (excludes bus drivers)
- T-shirts (unless covered by appropriate dress attire, or worn on "Spirit Day" and only then if they promote Northmor groups, clubs or athletics), tank shirts, muscle shirts, sleeveless tops unless worn as an undergarment. (exclude bus drivers for T-shirts)
- Any attire that exhibits excess wear such as fraying or holes.

K. Athletic/Activity Passes

An athletic/activity pass will be issued for employee and one (1) guest.

L. Tuition-Free Status for Employee Non-Resident Children

School age dependents of non-resident employees may attend Northmor Local Schools under the open enrollment procedures established by the State of Ohio and Board policy. School aged dependents of non-resident employees will be guaranteed enrollment if paperwork is completed.

M. Northmor employees may participate in a credit union and be provided payroll deduction. (Credit Union to be decided by joint committee representing all Northmor employees.)

N. Reconciliation of Organization Funds

All Northmor organization advisors shall receive a reconciliation of monies at the end of each school year. The interest earned for each account shall be accrued to each account.

O. Personnel Files

1. A personnel folder for each employee will be accurately maintained in the Board office.
2. Personnel folders will contain records and information relative to compensation, evaluation, and such other information as may be required by the state or considered pertinent by the Board.
3. At no time shall the personnel file for an employee be opened to the public unless the material requested is considered as public information as per statute.
4. Each employee will have the right, upon request, to view the contents of his/her personnel file as per statute. Such request will be made to the Superintendent and scheduled for a time convenient for the parties involved. The employee may be accompanied by another individual of his/her choice.
5. The employee shall be informed of any written complaint by a parent; student or any other person who is directed toward them if such will become a matter of records in the personnel file. The employee shall have the right for inspection, rebuttal and a hearing to have the matter expunged if it is proven false, irrelevant, or not timely.
6. Employees may take written rebuttal to any information contained in the file. Any written objection must be signed by the staff member and will become a part of the employee's personnel file. Anonymous material from unidentified sources will not be placed in a staff member's file.

P. Cost of Required Uniforms

The Board of Education will assume the financial responsibility of the cost of uniforms for classified employees where uniforms are required.

Q. Graded Penalty Phase

Discipline of employees will be determined by the severity of an alleged misconduct. The board may suspend with pay an employee during the fact-finding procedure for an alleged misconduct. If the board determines that disciplinary action is appropriate, one or more of the following actions may be applied:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension with pay
4. Suspension without pay
5. Termination

All statutory rights of the employee and rights in this agreement specifically pertain to this paragraph. Procedures three, four, and five require board action.

Discipline

1. Discipline shall only be for just cause. Discipline shall be administered in a progressive and corrective manner, provided, however, that discipline may begin at any level depending upon the gravity of the misconduct. Discipline shall be defined as a verbal or written warning, and suspension and/or termination of paid employment. All protection afforded by law and the terms of this agreement shall be afforded the employee in the administration of discipline. The employee may request a Union representative be present at each level of the discipline process. The employee may appeal any discipline through the grievance procedure; but only suspensions without pay or removals may proceed to Step 3, Arbitration.
2. All newly hired employees shall serve a probationary period of ninety (90) days during which the employee must show proficiency on the job to successfully complete the probationary period. No appointment is final until the employee has successfully completed the probationary period. Thereafter, the tenure of every employee shall be during good behavior and efficient service. Such employee may be suspended or removed only for just cause, including incompetency, inefficiency, and dishonesty, and drunkenness, and immoral conduct, and insubordination, discourteous treatment of the public, neglect of duty, other acts of misfeasance, malfeasance, or nonfeasance, or violation of the Rules of The Northmor Board of Education.

3. Prior to removal the employee shall be entitled to:

- Written notice of the specific charges;
- The opportunity to meet with the Superintendent or his designee to hear the evidence upon which the charges are based, and to have the opportunity to tell his/her side of the story or otherwise explain his/her actions;
- To be accompanied by representative of his/her choosing at this meeting;
- Only the Northmor Board of Education may suspend or remove an employee. Written notice of Board action shall be served upon the employee. The suspension or removal is subject to review through the grievance procedure.

R. Duties of Teacher Aides

Teacher Aides shall be directed and supervised by the building principal and on occasion, are responsible for duties that involve student supervision. The student handbook guidelines will be adhered to at all times. On those occasions when a Teacher Aide's is asked by an administrator to supervise students without certified staff being present the aide will be compensated at an additional \$5.00 per hour. This situation will go into effect when one hour or more is invested.

S. Exclusion

Secretarial employees assigned to the office of the Superintendent or the Treasurer of the Board is specifically excluded from this agreement and the recognition granted hereunder.

T. EMIS Secretary

There will be four (4) EMIS secretaries. The EMIS secretary will be compensated for an additional five (5) days at their per diem rate as needed. This work must be approved by an administrator.

U. Bus/Parking Lot Supervision

School staff will be assigned the duty of Parking Lot Monitor for the mornings and afternoon loading and unloading time.

V. Bus Drivers

In the case of E.D. students and/or students who have exhibited severe behavioral problems, the bus driver may request that a staff member/aide ride the bus.

All field trips or extra-curricular activities must be assigned by a seniority list rotation in the classification. Any extra routes (example: ASAP route or summer school) will be awarded to the most senior employee that bids on the positions. The bus mechanic/bus driver cannot accept extra-curricular trips, excluding emergencies, during the school day hours of 6:15 a.m.-9:00 and 2:00 p.m. – 5:00 p.m.

W. Custodians/Maintenance

- ELIMINATE THE LINE OF DISTINCTION BETWEEN CUSTODIAN AND MAINTANANCE. Custodians may be assigned maintenance related work by their supervisors.
- Custodians will be granted overtime pay or compensation time at the rate of 1 ½ times their normal rate for time worked over eight hours per day or forty hours per week. This overtime must be pre-approved by a principal or the superintendent. The maximum comp time that an employee may accrue is two hundred and forty hours; any additional overtime must be paid in wages.

X. Discipline Steps for Bus Drivers

As required by our insurance company there will be discipline steps for bus drivers related to moving traffic violations.

Y. Hourly Wage Cook

1. The rate of pay for the hourly wage cook will be \$11.00 per hour.
2. The person will be paid for actual hours worked plus 5 hours per day for calamity days not to exceed 5 days per year. To be paid at their hourly rate.
3. The expected days of work will total approximately 179.

4. The district will pay the employer's share of retirement as required by law.
5. The district will pay the employer's share of Medicare as required by law
6. Sick days are to be accumulated at the rate of 1 ¼ days per month.
7. Three personal days will be granted per year.
8. The stipend or bonus for not using personal days will be the same as for any other classified employee.
9. The Northmor Board of Education will periodically evaluate the rate of pay to continue to make it competitive.

A2. Bus Aide

Where multiple wheelchairs are on a bus, the district will provide an aide to assist driver at a rate of minimum wage per hour.

ARTICLE VII

PAYROLL PROCEDURES

A. Frequency of Pays

Classified employees will receive twenty-six (26) paychecks per year. A paycheck will be issued every other Friday.

B. All Northmor employees will use direct deposit.

C. Flex Pay or Skip Pay

Every 7 – 10 years the number of pays will be 27 instead of 26. This is to avoid paying in advance.

D. Retire Rehire

Any currently retired/rehire employees will be grandfathered in for one (1) year effected July 1, 2011. All rehired employees will go to step O and stay at that level.

ARTICLE VIII

MONEY ISSUES

A. Salary Schedule

1. The Board of Education will adopt the following salary schedule:
2011-2012 0% - Increments in place

2012-2013 one day stipends if the general fund has \$400,000 balance
 as of June 30, 2012 - Increments in place

2013-2014 .5% increase if general fund has \$400,000 balance as of
 June 30th 2013 or a 1% if general fund has \$600,000 on
 June 30th, 2013 – Increments in place
2. The Northmor Board of Education will honor any new minimum salary schedule that the Ohio Legislature may legislate which is great than agreed to in this contract. Also, using the same increment percentage as agreed to in Exhibit A, if Exhibit A is in effect.

B. Insurance

1. Regarding dental, prescription, vision, and medical insurance: The employee must take all or none of the insurance package and each employee must take all forms of insurance as either single or family plan (no mixing and matching).
2. The Northmor Board of Education will pay one hundred percent (100%) of thirty-five thousand dollars (\$35,000) life insurance coverage on the employee.
3. The Northmor Board of Education will pay one hundred percent (100%) per month toward the premium of a dental plan for the employee, which also covers their spouse, and legal dependents.
4. The Northmor Board of Education shall make available a health reimbursement arrangement medical insurance program. The carrier for the program shall be determined by the Board and shall include the following:

	<u>In Network</u>	<u>Out of Network</u>
a. Calendar Year Deductibles		
Per Person	\$1600	\$3200
Per Family	\$3200	\$6400
	<u>In Network</u>	<u>Out of Network</u>
b. Co-Payment	85%	70%
Single	\$900	\$1800
Family	\$1800	\$3600
	<u>In Network</u>	<u>Out of Network</u>
c. Maximum Out-Of-Pocket Expense (including deductibles)		
Single	\$1,000	\$2,000
Family	\$2,000	\$4,000

5. The Board will pay for the deductible after the employee meets the first \$100 per person and \$200 per family in network and \$200 per person and \$400 per family out of network.
6. The Northmor Board of Education will pay eighty-five (85%) per month toward the premium of the health reimbursement arrangement major medical insurance program.
7. The Northmor Board of Education will pay one hundred percent (100%) of single and family monthly premiums for vision coverage.
8. The Northmor Board of Education will pay one hundred percent (100%) of a \$10/\$25/\$40 prescription plan that also covers their spouse and legal dependents. Mail order prescriptions have 2 x's the co-payment of the \$10/\$25/\$40. Non-Network pharmacy would equal co-pay + twenty five percent (25%).
9. All insurance will become effective the first day of the month following one month of employment (September 1st for new employees beginning at the start of the school year) and end effective one month after the final payroll check is issued.

C. Employee Wellness Program

1. School Employees Health Care board and Advisory Committee Best Practices will be adhered to per Ohio Revised Code.

D. Supplemental Contracts

1. Supplemental contracts will be made on the basis of the "Northmor Supplemental Contract" Exhibit B.
2. Supplemental contract salaries shall be paid in two (2) equal payments following an authorization by the athletic director or the building principal.
3. A notice of hire or contract for supplemental positions will be issued within a maximum of two (2) weeks with Board approval.
4. The appropriate administrator must confirm fulfillment of contract obligations before final supplemental contract payment is made.
5. NCE employees acknowledge that any classified employee accepting a supplemental contract will abide by a maximum number (established by the superintendent) of hours that may be worked to fulfill that contract.

E. Topic of Vacation Days

1. Classification:
 - A. 12 month Secretary
 - B. Custodian/Maintenance
 - C. 10 month Secretary
 - D. Assistant to Treasurer
 - E. Maintenance Coordinator/ Custodian
 - F. Transportation Director/Bus Mechanic/Bus Driver
 - G. Food Service Manager/Cook
 - H. Bus Drivers
 - I. Educational Aides
 - J. Assistant Elementary Secretary

2. Paid Holidays

(As per Ohio Revised Code 12 month employees receive 8 paid holidays.
10 and 9 month employees are categorized together.)

Labor Day	A, B, C, E, F, G
Thanksgiving	A, B, C, D, E, F, G, H, I, J
Day after Thanksgiving	A, B, C, D, E, F, G, H, I, J *One custodian will have "walk through" responsibilities (on a rotation basis the day after Thanksgiving. The administrator will have final approval for this responsibility.
Christmas	A, B, C, D, E, F, G, H, I, J
New Year's Day	A, B, C, D, E, F, G, H, I, J
Martin Luther King Day	A, B, C, D, E, F, G, H, I, J
Friday before Easter	A, B, D, E, F
Memorial Day	A, B, C, D, E, F, G, H, I, J
4 th of July (recognized)	A, B, D, E, F
Christmas Eve	A*, B, C, D, E, F *One custodian from will have "walk through" responsibilities (on a rotation basis) on Christmas Eve. The building administrator will have final approval for this responsibility.
Floating Holiday	All twelve month employees will have at their discretion one (1) floating holiday that may be used on any non school day. Advanced notification of the building administrator is required.

All twelve month employees are considered to be essential support staff on calamity days unless there is a level three emergency (this would include any county that the employee is living in or traveling through) or other contact by the superintendent.

Twelve month employees will receive holidays in the following format:

1. If the actual holiday falls on Saturday, the employee will get Friday off.
2. If the actual holiday falls on Sunday, the employee will get Monday off.

3. Vacation Days

12 month employees who accrue vacation days may carry a maximum of 30 days per calendar year.

ARTICLE IX

ASSAULT LEAVE

Pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide classified employees with assault leave by which a classified employee who is absent, due to a disability resulting from a violent physical attack on their persons which occurs in the course of employment, shall be maintained on full pay status for a period not to exceed ten (10) continuous school days.

Certification from a licensed physician, the physician having been approved by the Board, stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Assault leave will be granted by the Superintendent.

Assault leave granted under this section shall not be charged against sick leave or personal time earned. All earnings paid under this section are in lieu of workman's compensation benefits.

ARTICLE X

REDUCTION IN FORCE

SENIORITY

Classification Seniority – shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

System Seniority -- shall be defined as total continuous service within the District in a position as computed from the employee's most recent date of employment in a position.

LAY-OFF

- A. When the board determines to reduce the number of positions due to lack of work, abolishment of positions or lack of funds, the Board shall follow the procedures set forth in this article.
- B. The Board shall determine in which classification(s) the lay-off should occur, and the number of employees to be laid off in each classification. Prior to instituting reductions, the Superintendent will meet with the Union representatives to discuss the situation and will provide a list of proposed lay-offs. Resignation or retirements in the affected classification will be used to reduce or avoid lay-offs. The Board shall notify the employees involved a minimum of thirty (30) calendar days of the effective date of the lay-off, which shall be unless otherwise stated in the notice the first workday of the next ensuing school year.
- C. The Board shall abolish the position(s) designated under paragraph B and give written notice of layoff to the employee currently holding that position(s). Within five (5) days of receipt of the notice, the employee may elect to bump a less senior employee in the same classification by written notice of the exercise of the right to bump designating the position and delivered to the Superintendent. The Superintendent or designee shall notify the employee bumped in writing and allow five (5) days for that employee to bump a less senior employee in the same classification in the manner described in this paragraph. The process shall continue until the employee bumped is the least senior in the classification, who shall be laid off subject to his/her rights under paragraph D.
- D. An employee scheduled to be laid off under paragraph C may elect to bump an employee with the least system seniority in the a classification in which the bumped employee previously worked full time in the Northmor School District, provided the employee retains any necessary license to do the job. Notice of intent to do so shall be given in writing to the Superintendent within five (5) days of the receipt of the notice that the employee has been bumped.
- E. For the purpose of lay-offs, the following classifications apply:

Bus driver single and double routes
Bus Mechanic/Bus Driver
Cooks
Custodians/Maintenance
Maintenance Coordinator/Custodian
Aides
Secretaries – 10 month
Secretaries – 10 month EMIS duties
Assistant Secretaries -194 days
Food Service Director/Cook
Library Aides

Recall

- F. The last person laid off in a classification will be the first person recalled in that classification as positions become available. However, no person will be given a promotion (i.e. increase in hours per day, days per year or salary) without employees not on lay-off given the opportunity to bid on said job first.
- G. Employees who are laid off shall be reinstated on the recall list for 24 month, from their last actual work day.
- H. An employee shall be removed from the recall list by the following:
 - 1. Waives their recall rights in writing
 - 2. Resigns
 - 3. Fails to report to work ten (10) workdays after receipt of the notice of recall, unless sick or injured.
- I. Employees who have been laid off shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office. All recall notices and acceptance notice shall be mailed by certified mail.
- J. The lay-off procedure under this article will supersede R.C. 124.321 – 124-328.
- K. If a person is RIF'd from a position within the Northmor Local School District and is hired in a different classification they will be eligible to receive vacation time based on their system seniority.

SUBSTITUTES

Laid-off employees with the most seniority will be the first to be called to serve as a substitute within their job classification for a period of two years after the date of layoff. It is the responsibility of the laid-off employee to notify the administration of their desire to be included on the substitute list. Failure to provide written request coupled with telephone number and address of the requesting employee shall result in loss of substitute rights provided herein.

If a day custodian is absent, any night custodian, in order of seniority, shall be given the first opportunity to cover that position before a substitute is called. If any classified employee, other than a day custodian, is absent, a substitute will be called to fill that position providing a substitute is needed, qualified and available.

ARTICLE XI

SCHOOL EMPLOYEES RETIREMENT SYSTEM

- A. The Board shall "pick-up" the classified employee's full contribution to the School Retirement System as authorized by Federal Ruling No. 77-462 and OAG 82.097 and 78-049. This "pick-up" of the employee's share of the retirement for S.E.R.S. is by the salary reduction method only.

To comply with School Employees Retirement System guidelines, the following is to be observed:

1. The "pick-up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not at the individual member's option.
2. For determining retirement earnings and contributions, earnable compensation for "pick-up" purposes includes supplemental earnings and the amount of the "pick-up".
3. The amount "picked-up" by the employer is applied toward employee contributions under Section 3307.51 of the O.R.C. All statutory and regulatory requirements applicable to Section 3307.51 O.R.C. must also apply to the "pick-up".
4. Federal and state taxes will be deducted on the cash salary component only and will be noted on the individual employee's W-2 form as required by payroll deduction.

B. .S.E.R.S. Pickup

Beginning with the first pay after September 1, 2011, after July 1, 2011 for 12 month employees, the Board will pay one and a quarter percent (1.25%) of the classified employee's gross for the pay period to be applied towards the employee's SERS contribution.

ARTICLE XII

CONTINUOUS PERFORMANCE PLEDGE

- A. NCE, officers and agents agree not to engage in, advocate, call, or approve any strike other work stoppage during the duration of this agreement. For the purpose of this article "strike" means concerted action in failing to report and carry out assigned duties.
- B. The Board agrees there will be no lockout of employees.
- C. Those persons withholding services or creating disruptions in the school system will be subject to the provisions of the law pertaining to school employee work stoppages.
- D. NCE and the Board will make every reasonable effort to prevent or terminate violations of this pledge.

ARTICLE XIII

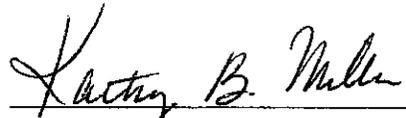
DURATION OF AGREEMENT

This agreement shall take effect immediately on the first day of September, 2011 and continue in force until the 31st day of August, 2014, and year to year thereafter unless written notice of termination for renegotiation shall be given by either party to the other by May 1st prior to the termination date or anniversary thereof. Any notice of termination shall include a list of items to be the subject of negotiations and in such event termination or renegotiations shall apply only to the parts of the Agreement mentioned in the notice. This contract is for a three (3) year period on all details.

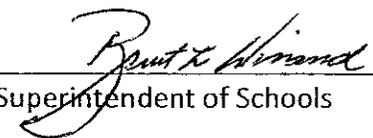
This agreement attested to on this 19th day of May, 2011 by and between the parties shall bind the Board and NCE as agreed.



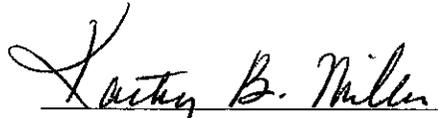
President of the Board of Education



President of NCE



Superintendent of Schools



NCE Chief Spokesman

5-19-2011
Date

5-19-2011
Date

NORTHMOR LOCAL SCHOOLS
SALARY SCHEDULE

BUS DRIVER - SINGLE ROUTE

0	1.000	7,161
1	1.035	7,412
2	1.070	7,662
3	1.105	7,913
4	1.140	8,164
5	1.175	8,414
6	1.210	8,665
7	1.245	8,915
10	1.280	9,166
15	1.315	9,417

BUS DRIVER - DOUBLE ROUTE

0	1.000	12,853
1	1.035	13,303
2	1.070	13,753
3	1.105	14,203
4	1.140	14,652
5	1.175	15,102
6	1.210	15,552
7	1.245	16,002
10	1.280	16,452
15	1.315	16,902

COOKS

0	1.000	13,889
1	1.035	14,375
2	1.070	14,861
3	1.105	15,347
4	1.140	15,833
5	1.175	16,320
6	1.210	16,806
7	1.245	17,292
10	1.280	17,778
15	1.315	18,264

CUSTODIANS

0	1.000	32,600
1	1.035	33,741
2	1.070	34,882
3	1.105	36,023
4	1.140	37,164
5	1.175	38,305
6	1.210	39,446
7	1.245	40,587
10	1.280	41,728
15	1.315	42,869

AIDES

0	1.000	14,838
1	1.035	15,357
2	1.070	15,877
3	1.105	16,396
4	1.140	16,915
5	1.175	17,435
6	1.210	17,954
7	1.245	18,473
10	1.280	18,993
15	1.315	19,512

SECRETARIES - 10 MONTH

0	1.000	19,959
1	1.035	20,658
2	1.070	21,356
3	1.105	22,055
4	1.140	22,753
5	1.175	23,452
6	1.210	24,150
7	1.245	24,849
10	1.280	25,548
15	1.315	26,246

LIBRARY /STUDY HALL MONITORS

0	1.000	17,721
1	1.035	18,341
2	1.070	18,961
3	1.105	19,582
4	1.140	20,202
5	1.175	20,822
6	1.210	21,442
7	1.245	22,063
10	1.280	22,683
15	1.315	23,303

FOOD SERVICE DIRECTOR

0	1.000	25,728
1	1.035	26,628
2	1.070	27,529
3	1.105	28,429
4	1.140	29,330
5	1.175	30,230
6	1.210	31,131
7	1.245	32,031
10	1.280	32,932
15	1.315	33,832

SECRETARIES - 10 MONTH/EMIS DUTIES

0	1.000	22,843
1	1.035	23,643
2	1.070	24,442
3	1.105	25,242
4	1.140	26,041
5	1.175	26,841
6	1.210	27,640
7	1.245	28,440
10	1.280	29,239
15	1.315	30,039

ASSISTANT ELEMENTARY SECRETARIES - 194 DAYS

0	1.000	17,775
1	1.035	18,397
2	1.070	19,019
3	1.105	19,641
4	1.140	20,264
5	1.175	20,886
6	1.210	21,508
7	1.245	22,130
10	1.280	22,752
15	1.315	23,374

BUS MAINTENANCE	48610
MAINTENANCE SUPERVISOR	49533
ASST. TO TREASURER	\$38,283
SUPT. SECRETARY	\$37,266