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CLASSIFIED

NORTH BALTIMORE BOARD OF EDUCATION

AND

NORTH BALTIMORE EDUCATION ASSOCIATION

JOINT OPERATION AGREEMENT

July 1, 2014
June 30, 2016

N.B.E.A.
TABLE OF CONTENTS
CLASSIFIED

ARTICLE	SUBJECT	PAGE NUMBER
	RECOGNITION	1
	1. Employee Categories	1-2
I	**NEGOTIATIONS SECTION**	3-6
	A. Negotiations Procedure	3-4
	1. Directing Requests	3
	2. Negotiations Meeting Period	3-4
	B. Agreement	4-5
	1. Printing of the Agreement	4-5
	C. Impasse	5
	D. Definitions	5-6
	1. Casual/Temporary Employees	5
	2. Caucus	5
	3. Consultants	5
	4. Executive Session	5
	5. Experience	5
	5. Immediate Family	5-6
	7. Impasse	6
	8. Mutual Agreement	6
	9. Negotiate	6
	10. Negotiations Meeting Period	6
	11. Negotiations Session	6
	12. Negotiations Team	6
	13. Progress Report	6
	14. Provision	6
	15. Recess	6
	16. Seniority	6
	17. Tenure	6
II	**MANAGEMENT RIGHTS**	7
III	**LEGAL COMPATIBILITY**	8
IV	**NO STRIKE OR LOCKOUT**	9
V	**ADVISORY COMMITTEE**	10
VI	**GRIEVANCE PROCEDURE**	11-13
	A. Purpose	11
	B. Definitions	11
	C. Initiation and Processing	11-12
	1. Level One - Principals	11

2. Level Two - Superintendent.....11-12
3. Level Three - Mediation.....12
4. Level Four – Binding Arbitration.....12
a. Grievance to Arbitration.....12
b. Selection of the Arbitrator.....12
c. Authority of the Arbitrator.....12
c. Costs of Arbitration.....12
D. General Procedure.....12-13
1. Failure to Respond.....12-13
2. Grievance Representative.....13
3. Representation at Hearing.....13
4. Non-Association Representation.....13
5. Conflict of Interest in Representation.....13
6. Cooperation in Investigation.....13
7. Processing During School Hours.....13

VII **LEAVE PROVISIONS**.....14-19
A. Assault Leave.....14
B. Association Leave.....14
C. Bereavement Leave.....14
D. Jury Duty Leave.....14
E. Military Leave.....14
F. Personal Leave.....15
G. Pregnancy Disability Leave.....15-17
1. Length of Leave.....15
2. Insufficient Sick Leave.....15
3. Pregnancy Disability.....15
4. Application for Leave.....15
5. Employer Initiated Leave.....15
6. Rights While on Leave.....16
7. Contract Rights.....16
8. Paternity Leave.....16-17
a. Leave Rights.....16
b. Application for Leave.....16
c. Time for Filing Application.....16
d. Reinstatement Rights.....16-17
1) Return to Position.....16
2) Early Return to Duty.....17
e. Contract Rights.....17
H. Sick Leave.....17-18
1. Accumulation.....17
2. Advancing Days.....17
3. Total Accumulation of Sick Leave.....17
4. Part-Time Accumulation.....17
5. Use of Sick Leave.....17
6. Doctor's Excuse.....18
I. Leave Without Pay.....18
1. Requesting Leave Without Pay.....18
2. Length of Leave.....18

3. Return to Duty 18
4. Restoration of Benefits 18
5. Exceptions.....18
J. Perfect Attendance.....19
K. Family and Medical Leave Act.....19
1. Required Medical Examination.....19
2. Certificate to Return to Work 19
L. Workers Compensation 19

VIII **WORKING CONDITIONS** 20-22
A. Work Conditions 20
B. Student Discipline 20
C. Supervisor.....20
D. Work Safety 20
E. Work Rules 21
F. Smoking.....21
G. Drug Free Work Place and Awareness Program.....21
H. Elementary and Secondary Education Act (ESEA).....21-22

IX **PERSONNEL FILES** 23
A. Notification 23
B. Addition of Information.....23
C. Dispute of Information.....23
D. Rebuttal 23
E. Access 23

X **PAYROLL**.....24-29
A. Pay Periods.....24
B. Payroll Procedures.....24
C. Supplemental Duty Payroll Procedures 24
1) Type 1.....24
2) Type II.....24
D. Dues Deductions.....25
E. Authorized Payroll Deductions of Dues
and/or Fees 25
F. Tax Sheltered Annuity Program.....25-26
G. Section 125 Cafeteria-Style Benefits Plan 26-27
H. Contract Status 27-28
I. Fair Share Fee 28-29

XI **INSURANCE**.....30-31
A. Medical 30
B. Dental 30-31
C. Vision 31
D. Group Term Life Insurance.....31

XII **LIABILITY PROTECTION** 32-33

XIII **EMPLOYER MEETINGS**.....34

XIV **REPRIMAND OF CLASSIFIED STAFF** 35

XV **ASSOC. RIGHTS AND RESPONSIBILITIES** 36-37

XVI **INDIVIDUAL RIGHTS** 38

XVII **COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT** 39

XVIII **EQUAL RIGHTS CLAUSE** 40

XIX **JOB DESCRIPTION AND CLASSIFICATION** 41

XX **CLASSIFICATIONS** 42-48
A. Custodians 42
1. Work Day - Overtime 42
2. Shift Premium 42
3. Supplemental Maintenance Contracting 42
B. EMIS Secretary 42
C. Secretaries 42
D. Cooks 42
E. Bus Drivers 42-47
1. Overtime Rotation 42-43
2. Pay for Cancelled Trips 43
3. Board Paid Costs 43
4. Summer Route Selection 43
5. Changes in Regular Routes 43
6. Safety Meetings 43
7. Alcohol and Drug Testing 44-47
a. Driver Prohibitions 44
b. Drug Testing by the District 44
c. Required Alcohol Tests 44
d. Locations for Breath Alcohol Testing 45
e. Procedures for Screening Tests 45
f. Procedures for Confirmation Tests 45
g. Reasonable Suspicion Testing 45
h. Return-to-Duty Testing 45
i. Follow-up Testing 45
j. Refusal to Submit to a Required Alcohol or Controlled Substances (Drug) Test 46
k. Controlled Substances Use 46
l. Controlled Substances Testing 46
m. Reporting and Review of Results 46
n. Protection of Employee Records 46
o. Program Cost 47
p. Substance Abuse Professionals 47
q. Driver Discipline 47
r. Implementation of Drug and Alcohol

Testing 47
F. Subcontracting.....47
G. Substitute Pool 48

XXI **COMPENSATION**.....49-55
A. Professional Meetings.....49
B. Tuition Reimbursement.....49
C. Salary Notice.....49
D. Salary Schedule.....49-52
1. Salary Schedule 2014-15.....50
2. Salary Schedule 2015-16.....51
3. Salary Index 52
E. Retirement/Severance.....53-54
1. Retirement Benefit 53
2. Separation Benefit.....53
3. Pay Systems 54
4. Retirement Pick-up.....54
F. Employment of Retirees 54-55

XXII **SENIORITY**.....56
A. Definition.....56
B. Part-Time Members.....56
C. Classifications.....56
D. List of Positions.....56
E. Lateral Moves 56
F. Seniority Lost 56

XXIII **VACANCIES, TRANSFERS & PROMOTIONS**.....57-58
A. Definition.....57
B. Posting.....57
C. Application 57
D. Filling Vacancy.....57
E. Notification of Filling a Position 57
F. Trial Period.....57
G. Temporary Assignment 58
H. Criminal Background Check 58
I. Opportunity to Fill Supplemental Contracts 58

XXIV **INVOLUNTARY TRANSFER**.....59
A. Notice.....59
B. Wages - Involuntary Transfer 59
C. Temporary Assignment 59
D. Order of Involuntary Transfer.....59

XXV **LAYOFF AND RECALL** 60
A. Order of Layoff.....60
B. Advance Notice.....60
C. Recall from Layoff.....60
D. Recall List Notification.....60

XXVI **BARGAINING UNIT MEMBER EVALUATIONS** 61-62
A. Monitoring/Observation 61
B. Evaluation Process 61
C. Written Evaluation 61
D. Evaluation Conference 61
E. Completion of Probation 61
F. Non-renewal 61-62

XXVII **DISCIPLINE AND DUE PROCESS** 63-65
A. Just Cause Discipline 63
B. Procedure 63-64
1. Preliminary Hearing 63
2. Disclosure of Charge 63
3. Superintendent Action - Notification 63-64
4. Suspension/Termination 64
5. Board Level Meeting - Notice 64
6. Appeal of Board Decision 64
7. Notification 64
8. Probationary Exception 64
C. Employee Rights 64
D. Removal of Discipline from Personnel File 65

XXVIII **HOLIDAYS** 66

XXIX **TRAVEL COMPENSATION** 67

XXX **VACATIONS** 68-69
A. Twelve Month Employees 68
B. Unused Vacation Time 68
C. Schedule of Vacation Leave for 12 Month Bargaining Unit Members 68
D. Vacation Credit 69
E. Scheduling Vacations 69

XXXI **WORK YEAR, WORK WEEK, WORKDAY** 70-72
A. Work Year 70
B. Work Week 70
C. Work Day 70
D. Minimum Call In Pay 70
E. Break Time 71
F. Overtime System 71
G. Overtime Pay 71
H. Substitutes 71
I. Substitute for Absent Member 71
J. Calamity Day Work 71-72
K. Contract Day Chart 72

XXXII **MAINTENANCE OF BENEFITS & RIGHTS** 73

XXXIII **SEVERABILITY** 74
A. Prevalence of Contract 74
B. Renegotiation of Invalid Terms 74
C. Required Renegotiation 74

JOB DESCRIPTIONS: 75-93
Bus Drivers 75-76
Transportation Aide (Passenger) 77
Transportation Aide (Driver) 78
Head Custodian 79
Custodian 80
Custodial Aide 81
Kitchen Manager/Head Cook 82
Teacher Aide 83
Technology Aide 84
Attendant Services 85
Health Aide 86
High School Secretary 87
Guidance Secretary 88
EMIS 89-90
Elementary Secretary 91
Office Aide 92
Cafeteria Worker 93

XXXIV **IMPLEMENTATION AND DURATION** 94

APPENDIX A – Grievance Form 95-96

APPENDIX B - Designation of Beneficiary for Receipt of Severance Benefits in the Event of Death 97

APPENDIX C – Verbal Reprimand Form 98

RECOGNITION

A. Recognition

The North Baltimore Local Board of Education, hereinafter the "Board" hereby recognizes the North Baltimore Employees Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all non-teaching employees, non-supervisory personnel, as employed by the North Baltimore Local Board of Education, (as certified by the State Employment Relations Board), whether full or part-time, non-probationary, on leave or substituting under contract for thirty-one (31) consecutive days in the same position, a bargaining unit member on leave or temporarily absent, on a per diem, hourly or class rate basis, employed by the Employer performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only, but not limited to, Secretary-Clerical, Transportation, Custodial, Food Service, Educational Aides and Maintenance. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative Personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Also excluded from the unit are the Superintendent and Board Treasurer's Confidential Secretaries and the Central Administrative Receptionist. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1. **Employee Categories**

Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

a) Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.

b) Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

c) Probationary: A bargaining unit member who is employed to fill in a full or part-time position for a trial period of thirty (30) days. The probationary period provided for in this contract shall not replace and/or supersede the one- and two-year contract sequences and/or the continuing contract sequences provided for by Ohio Revised Code §3319.081. To the extent that a probationary period is contrary to the provisions contained in Ohio Revised Code §3319.081, such probationary period shall supersede and replace Ohio law.

d) Substitute: A person who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a

bargaining unit position for a period in excess of the probationary period as defined above.

e) School year bargaining unit members/employees: Bargaining unit members employed to work at least one hundred eighty-four (184) days and whose employment follows the school calendar.

I
NEGOTIATIONS SECTION

A. Negotiations Procedure

1. Directing Requests

a. All requests for negotiations meetings shall be made in writing on or after January 1st. Requests initiated by the NBEA shall be directed to the Superintendent acting as the Board's representative. Requests initiated by the Board shall be directed from the Superintendent to the President of the NBEA. The written request for professional negotiations shall include the following:

Within ten (10) working days after receipt of such notice an initial meeting with the Association President and/or negotiation chair will be scheduled for the purpose of setting a date for exchanging proposals.

Proposals for negotiations shall be written and in detail. Exchanging of packages shall take place thirty (30) days unless time lines are extended by mutual agreement. Once packages are exchanged, no new item can be submitted by either party unless mutually agreed upon.

2. Negotiations Meeting Period

a. The first negotiations session shall be held within twenty-five (25) days from the date of exchanging proposals unless an extension of time is mutually agreed upon.

b. NBEA Team Members may be released from their normal school duties to attend negotiations sessions without loss of pay. No reprisal or punitive action of any kind shall be taken against any participant in negotiations.

c. No new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

d. Negotiations meetings shall be in executive session. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by both teams. Request must be submitted at the preceding negotiations meeting.

e. During the course of negotiations, items mutually agreed to shall be reduced to writing before an official tentative agreement can be signed.

f. Each negotiations team shall have no more than three (3) members not counting the Association consultant or the Board attorney/consultant.

g. Each negotiations team may use consultants in the course of negotiations, each team bearing its own respective costs.

h. Either team may declare a recess within the negotiations period when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined. A recess shall be for no more than seventy-two (72) hours, unless extended by mutual agreement.

i. Either team may call for a caucus at any time. A caucus shall not last longer than sixty (60) minutes unless an extension is mutually agreeable by both teams.

j. Members of the respective negotiations teams have the power to negotiate.

k. Members of negotiations teams shall bargain in good faith.

l. Progress reports may be made to the represented bodies by either negotiations team. Discretion should be used in disseminating information.

m. All negotiations shall terminate July 31st, 12:00 a.m., but may be extended by mutual consent for a period not to exceed fifteen (15) days.

n. Any and all information released to other groups, parties, individuals, media or media representatives not a part of the represented groups will be agreed upon prior to release, jointly signed, and jointly released by the chief negotiators for both parties involved.

B. Agreement

When agreement is reached on the items being negotiated, a final copy of the provisions shall be submitted to the NBEA for ratification and then to the Board at its next regular or special Board Meeting.

The final written copy shall contain the following:

a. The terms of the provisions.
b. The effective date of the provisions.

When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service to employees.

1. **Printing of the Agreement**

As soon as practicable, but not later than thirty [30] calendar days after ratification, the Agreement shall be printed, with a table of contents including all appendices, by the Local Association utilizing Board of Education equipment and expendable supplies. The Association will be responsible for one-half the cost of such printing, including paper. Sixty (60) copies of the contract shall be printed; the Board shall receive fifteen (15) copies of the contract and the Association shall receive forty-

five (45) copies for distribution to members. The Association will be responsible for producing the final copy of the contract for printing. The Board will transmit an original signed copy of the Agreement, in its final form, to the State Employment Relations Board.

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 within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties of this Agreement.

C. Impasse

The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, a mediator will be provided by FMCS.

The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117(D)(1) as provided for under ORC 4117(C)(1)(f) in the negotiations for a successor Contract.

If impasse is declared either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

D. Definitions

1. **Casual/temporary employee -** Employees hired for a short term and/or irregular interval assignments. See Section X, Letter H.

2. **Caucus -** A limited break in the negotiations session of not more than sixty (60) minutes.

3. **Consultants -** Advisors to the negotiations team. Individuals who, due to special training, experience, and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings. The consultants will meet outside of negotiations room.

4. **Executive Session -** A closed meeting with negotiations teams only. (Page 3, I.B. 4)

5. **Experience -** Total number of years worked in position.

6. **Immediate Family -** All those persons residing full time with the employee. Mother, father, mother-in-law, father-in-law, person in loco parentis when the employee was a child, significant other living within household, grandparents of either spouse, loco parentis child(ren) natural or adopted children, brothers and sisters of either spouse are within the immediate family.

7. **Impasse -** Disagreement, a deadlock on a given issue being negotiated.

8. **Mutual Agreement -** Any written agreement between the Board and the duly authorized representative of the NBEA.

9. **Negotiate -** To confer, discuss, propose, consider, and make counter-proposals, in an effort to reach mutual agreement on items under consideration. Such effort requires the participants to provide good and sufficient reasons for proposals and counter proposals. Negotiations shall be conducted by representatives of the Board and the NBEA with authority to negotiate. Final approval of any negotiated item shall be first by action of the NBEA and then official adoption of the Board.

10. **Negotiations Meeting Period –** January 1 through July 1.

11. **Negotiations Session -** The actual conferring of the representatives of the Local Board of Education and the NBEA.

12. **Negotiations Team -** The body of official representatives of the Board or the NBEA. Each team is comprised of three (3) members.

13. **Progress Report -** Reports made to the Board or the NBEA while negotiations are in progress.

14. **Provision -** The part of an agreement referring to one specific item.

15. **Recess -** The period of time between negotiations sessions once the negotiations meeting has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiations teams.

16. **Seniority** - Total number of years worked in the North Baltimore Local School District, except as otherwise provided in Article XXI and XXIV.

17. **Tenure -** Continuing contract status with the North Baltimore Local School District.

II
MANAGEMENT RIGHTS

The Board has the responsibility and shall exercise at all times its authority to manage and direct in behalf of the public all the operations and activities of the school district to the extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies as it may deem necessary shall be limited by the terms of this Agreement.

III
LEGAL COMPATIBILITY

If any provision of this Agreement is found to be in conflict with Federal or State law such provision shall be stricken from the Agreement. All other provisions in this Agreement shall remain in full force and effect.

IV
NO STRIKE OR LOCKOUT

There shall be no strike, slow down, or work stoppage sanctioned by the Association for the duration of this Agreement. There shall be no lock-out by the Board during the life of this Agreement.

V
ADVISORY COMMITTEE

This committee shall deal with concerns of the NBEA and the Board in regard to classification problems.

VI
GRIEVANCE PROCEDURE

A. Purpose

The primary purpose is to secure at the lowest level possible and in the shortest period of time equitable solutions to problems of parties involved with no reprisals of any kind against any employee initiating or participating in the procedures.

B. Definitions

1. GRIEVANCE – A claim by an employee that there has been violation, misinterpretation, or misapplication of the terms of this Agreement.

2. GRIEVANT – An employee filing a grievance. If more than one member is a grievant, each shall sign the grievance.

3. CLASS ACTION GRIEVANCE – A grievance which affects a group or class of employees or is an alleged violation of this Agreement with respect to the rights and/or privileges granted the Association. To qualify as a Class Action Grievance, the grievance must include the signature of the NBEA President or designee.

4. The term days when used in this document shall mean working days unless otherwise indicated. Weekend and vacation days are excluded.

C. Initiation and Processing

1. **Level One -** Principals

   a. When making the appointment to discuss the grievance with the principal, the employee will tell the principal the topic of the complaint within twenty-five (25) working days of the act or condition which is the basis of the complaint. During the level one oral grievance hearing, the grievance will be discussed with the principal or immediate superior, either individually or accompanied by the representative, with the objective of resolving the matter informally. The principal will give his/her disposition in writing within five (5) working days by using Appendix A. (When the grievance involves a decision that the principal has no authority to determine a disposition, the grievance can be automatically filed at Level Two within twenty-five (25) working days.)

   b. If the employee is not satisfied with the written disposition of the principal, within ten (10) working days, the employee may file a written grievance with the Superintendent to activate the Level Two process. The written statement of the alleged Grievance and relief sought will be done on Appendix A.

2. **Level Two -** Superintendent

   a. Within five (5) working days of receipt of the written grievance, the Superintendent will schedule a meeting with the grievant and/or Association representatives. The

Superintendent may, as his/her discretion, request that a member of the administrative team be present at this meeting.

b. Within ten (10) working days after the meeting, the Superintendent will render a written disposition, including supporting reasons, to all parties.

3. **Level Three – Mediation**

a. If the grievant and the Association are not satisfied with the disposition in Step II, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within ten (10) days following receipt of the written disposition in Step III if it is interested in considering mediation. Mediation will be done at no cost to either party.

4. **Level Four – Binding Arbitration**

a. If the grievant is not satisfied with the disposition in Step II (or termination of the mediation process under Step III if mediation is used), the grievance may be submitted to arbitration within five (5) days.

b. **Selection of the Arbitrator**

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

c. **Authority of the Arbitrator**

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Union.

d. **Costs of Arbitration**

The costs for the arbitrator and the hearing room shall be shared equally by the Employer and the Union.

D. General Procedure

1. **Failure to Respond**

Failure of the administration at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to

the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. **Grievance Representative**

   The Board shall recognize a grievance representative in each building.

3. **Representation at Hearing**

   Any party in interest may be represented by another person, of their own choosing, at all stages of the grievance procedure.

4. **Non-Association Representation**

   An individual employee is at liberty to present, process, and settle a grievance without intervention or representation by the NBEA if the settlement is consistent with the terms of the agreement.

5. **Conflict of Interest in Representation**

   If any member of the NBEA Grievance Committee is a party in interest to any grievance, that person shall not serve as the grievance representative in the processing of such a grievance.

6. **Cooperation in Investigation**

   The Board and the administration will cooperate with the grievant or the NBEA in its investigation of any grievance.

7. **Processing During School Hours**

   It will be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties; however, upon mutual agreement among the grievant or the NBEA and the Board that proceeding should be held during regular working hours, the grievant and/or the appropriate representative will be released from assigned duties without loss of pay.

VII
LEAVE PROVISIONS

All staff attendance is recorded from June 16th through June 15th.

A. Assault Leave

1. The Board shall grant assault leave to all members of the bargaining unit in accordance with ORC 3319.143 until Workers' Compensation takes over.

2. For receipt of Assault leave, the employee must file a police report and cooperate with the legal authorities in any prosecution.

3. If the employee receives any payment for lost wages for a Court suit, the Board shall be reimbursed for any Assault Leave payments that are specifically granted in a Court suit.

B. Association Leave

1. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days annually for the (2) delegate or alternates in the event that the delegate is unable to attend.

2. Any Association member who is elected or appointed to the governing body of OEA shall be granted leave with pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association Leave as outlined in Part A of this policy.

C. Bereavement Leave

1. In the case of death in the immediate family, the employee may have up to three (3) days paid leave. At the discretion of the Superintendent, this period may be extended due to responsibilities.

2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.

3. In the event the bereavement leave period is extended for more than three (3) days, the ensuing days absent will be deducted from sick leave.

4. For less immediate relatives or friends: One day will be allowed.

D. Jury Duty Leave

Employees may be called to serve jury duty. When they do serve, employees will receive regular pay but will submit all jury compensation to the Board of Education. No employee shall make a profit by doing his/her duty. Such leave shall not be deducted from any other type of leave or count against perfect attendance.

E. Military Leave

Military leave shall be granted to employees pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

F. Personal Leave

1. Three (3) days per year can be requested as unrestricted personal days.

2. Personal days shall not be taken consecutively after May 1st.

3. One cannot use such a day during the first or last week of the school year, nor the day before or the day after the Thanksgiving, Christmas or Spring Vacation period or to extend any state or national holiday exclusively for purposes of extending vacations. The Superintendent may at his/her discretion approve exceptions to these regulations for good reason(s). Personal days may also not be used during a scheduled in-service, a professional development opportunity, state achievement testing days, and parent-teacher conference days.

4. One must request use of such a day at least 48 hours in advance. The request is approved or denied by the principal and may be appealed to the Superintendent.

5. Personal Leave may also be used for required medical/dental exams of a routine or unspecified diagnostic nature.

G. Pregnancy Disability Leave

1. **Length of Leave**

   Employees may use up to thirty (30) days sick leave or advancements thereof, as authorized by the Board of Education policy, for absence due to pregnancy unless a doctor's statement is provided suggesting that an extension is necessary.

2. **Insufficient Sick Leave**

   Employees for whom sufficient sick leave, as provided in (a) above, is not available to cover the period of disability due to pregnancy as hereafter defined shall be entitled to unpaid leave of absence for that portion of disability not covered by sick leave not to exceed twelve (12) weeks. Maternity leave, in accordance with Board of Education adopted policy, will be granted to employees exceeding the twelve (12) week period. If an employee uses unpaid maternity leave, the employee shall pay all insurance costs for that period of time.

3. **Pregnancy Disability**

   Pregnancy disability leave shall be for a period of the disability or until sick leave is exhausted.

4. **Application for Leave**

   Application for leave of absence due to disability caused or contributed to by pregnancy shall be in writing. This application should be filed as soon as possible.

5. **Employer Initiated Leave**

   Any employer initiated leave shall be in accordance with the Ohio Revised Code and this Contract.

6. **Rights While on Leave**

Employees on paid leave due to pregnancy disability shall be entitled to full fringe benefits and whether on paid or unpaid leave shall be entitled to reinstatement at the expiration of the period of disability to the same assignment as held immediately prior to the disability leave.

7. **Contract Rights**

Use of pregnancy leave shall not be grounds for termination, nonrenewal, or failure to issue any contract.

8. **Paternity Leave**

a. **Leave Rights**

In addition to the "Pregnancy Disability Leave" provided in Part A, an employee who is expecting or adopting a child less than five (5) years of age shall be entitled to a leave of absence without pay for paternity reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for a one (1) year period and may be extended for an additional school year upon application for extension. The employee shall pay all insurance costs for the employee on Paternity Leave.

b. **Application for Leave**

Application for paternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to service. Applications for paternity leave shall be granted by the employer.

c. **Time for Filing Application**

Application for paternity leave prior to childbirth should be made prior to the ninetieth (90) day before the beginning date of the paternity leave. Application for paternity leave for the period beginning with the expiration of a period of disability, or for paternity leave related to adoption should be made prior to the ninetieth (90) day before the beginning date of the leave.

d. **Reinstatement Rights**

1) **Return to Position**

Upon return from approved paternity leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same position which he/she held prior to the leave.

2) **Early Return to Duty**

If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the employee wishes to return. Upon the recommendation of the Superintendent, the Board of Education may authorize the early return of such employee. If the early return is so authorized, the employee shall be assigned to the same or substantially equivalent position that he/she held on making application for Paternity Leave.

e. **Contract Rights**

Use of paternity leave shall not be grounds for termination, non-renewal, or failure to issue any limited or continuing contract.

H. Sick Leave

1. **Accumulation**

All full-time employees shall accumulate sick leave credit at the rate of one and one-quarter (1 ¼) days per month under contract (including summer months.)

2. **Advancing Days**

All employees will be advanced a total of five (5) days of their sick leave credit upon their initial employment if they do not have transferable accumulated sick leave from prior employment. If an employee's employment ends prior to repayment of sick leave advanced, he/she will have the per diem amount deducted from said unearned sick leave from the last salary check issued by the Board's Treasurer.

3. **Total Accumulation of Sick Leave**

A total of fifteen (15) days of sick leave may be earned in any 12 month period. This shall be accumulative to a maximum of Two Hundred and Seventy-five (275) days. If hours should change during the course of employment, sick days will be adjusted to coincide with the new hours worked.

4. **Part-Time Accumulation**

Regular part-time employees shall accumulate sick leave credit equal to the time actually worked at the same rate as granted full-time employees.

5. **Use of Sick Leave**

Sick leave may be used for any absence of the employee due to personal illness, injury, physical disability, including pregnancy, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family is defined as all persons residing full

time with the employee. Mother, father, mother-in-law, father-in-law, person in loco parentis when the employee was a child, significant other living within the household, grandparents of either spouse, loco parentis child(ren) natural or adopted children, brothers and sisters of either spouse are within the immediate family.

6. **Doctor's Excuse**

A doctor's excuse shall be required after an employee's personal illness has exceeded seven (7) consecutive working days.

I. Leave Without Pay

Days off without pay may be taken with the prior approval of the Superintendent. Any employee who takes off work without pay, will not qualify for the perfect attendance bonus. A maximum of three days may be taken per life of the contract as unpaid leave. Additional unpaid leave for medical or family emergencies may be approved by the Superintendent.

1. **Requesting Leave Without Pay**

Any employee of North Baltimore School District may request a leave of absence if they so deem necessary.

a) Leaves can be used for the following examples:
   1) Extended illness (used up sick leave)
   2) Employee incapacitated.

b) Regular
   A leave of absence is understood to mean a period of extended absence from duty, by an employee of the Board of Education, for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant a leave of absence to an employee because of physical or mental disability.

2. **Length of Leave**

All leaves of absence are without pay. Such leaves must not be for longer than two (2) years. Leaves are subject to renewal. Only employees who have worked in the North Baltimore Local School System for a period of two years or more are eligible for a leave of absence.

3. **Return to Duty**

An employee returning from any leave shall have the right to return to their former school position unless a mutually agreed upon transfer is effective.

4. **Restoration of Benefits**

All benefits to which an employee was entitled at the time their leave of absence commenced, including unused sick leave, will be restored to them upon their return.

5. **Exceptions**

Exceptions to this will be a change with the mutual consent of the administration and the employee and with the understanding that the assignment is still available.

J. Perfect Attendance

A bonus for perfect attendance will be paid to both full and part-time employees. The amount of $75 will be paid for the first quarter of perfect attendance, $100 for the second accumulated quarter of perfect attendance, $125 for the third accumulated quarter of perfect attendance, and $150 for the fourth quarter of accumulated perfect attendance. Payment for perfect attendance shall be reflected in the second paycheck each January and July for qualifying Association members. These pay days may be adjusted if the school calendar changes. In order to be considered for perfect attendance no sick leave, personal leave days, partial days, or days without pay may be used during the quarter.

K. Family and Medical Leave Act

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The district shall grant such leave in accordance with the rules promulgated under that Act. Leaves granted under the Act shall be in addition to any paid leaves provided for in this contract subject to limitations stated below. Any contractual unpaid leave shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided under the Family and Medical Leave Act.

1. **Required Medical Examination**

   The Superintendent may require a medical examination in accordance with the FML statute and regulations to verify the need for the leave and its expected duration.

2. **Certificate to Return to Work**

   If the employee uses FML for his/her own serious medical condition, the Superintendent may require the employee to supply a certificate upon his return to work from the health care provider that he/she is able to return to duty.

L. Workers' Compensation

1. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation through the Treasurer's Office.

3. When released by the employees' physician, if light duty is available, the employee must accept that assignment.

VIII
WORKING CONDITIONS

A. Work Conditions

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. With exception of bus drivers and custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind chill factor reaches 15 degrees F or lower. Bargaining unit members shall not be required to remain at work when the temperature of the work place is less than 60 degrees F or greater than 100 degrees F. No bargaining unit member shall be required to enter a building alone or to be left alone in a building unless it is a part of his/her assignment, i.e.-stationary engineer with boiler start up. The Employer shall provide adequate rest areas, lounges and restrooms for bargaining unit members' use.

B. Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to district property. Dispensing of medication for students shall not be mandatory, but voluntary only, and the District shall indemnify and hold harmless all bargaining unit members for liability arising out of the dispensing of medication where the employee voluntarily does so.

C. Supervisor

A bargaining unit member shall be responsible to only one supervisor as designated in their job description. In the absence of a building supervisor (principal), or designee, bargaining unit members shall not be held accountable or made responsible for the administration of the building.

D. Work Safety

The Employer shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits and materials in all work areas.

2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard hats, and auditory protection devices.

3. Physical examinations as required as a condition of employment.

4. The cost of all criminal record checks and fingerprinting not related to the initial employment will be reimbursed by the Board to all employees subjected by statute to have a criminal records check for 98-99, 99-00, 00-01.

E. Work Rules

All work rules established by the Employer shall be in writing and communicated to all employees and the Association.

F. Smoking

1. The use of any tobacco products is not allowed within any school building or school owned and/or leased vehicles.

2. The Board will pay up to two hundred dollars ($200) for anyone employed as of January 1, 1995, to participate in a recognized smoking cessation program. An employee is eligible for this benefit once.

G. Drug Free Work Place and Awareness Program

Due to the enactment of the federal Drug-Free School and Communities Act, it is the Policy of the Board to establish a drug-free work place. Drug or alcohol abuse in the work place is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the work place in view of the fact that, as employees within the schools, the conduct of all board of education employees can potentially influence children within the schools.

For these reasons, the Board and Association are committed to maintaining a drug-free work place, and will enforce the following policies:

1. The unlawful possession, use, abuse, or distribution of controlled substances by an employee on school premises or as part of any school-sponsored activity is prohibited.

2. Possession, use, or distribution of alcoholic beverages by an employee on school premises or as part of any school-sponsored activities is prohibited.

3. (a) Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed on employees who violate the standards of conduct set forth in paragraphs (1) and (2) of this Policy.

   (b) For a first violation of the standards of conduct set forth in paragraphs 1 and 2 involving personal use, the sanction imposed will be good faith participation in, and completion of, an appropriate drug or alcohol rehabilitation program approved by the Board. Failure to so participate and complete such program may result in imposition of other disciplinary sanctions up to and including termination.

   (c) At the option of the Board, violations of (1) and (2) above beyond the first violation may also result in those provisions listed in (3) (a) and (b) above.

4. New employees will be notified of this policy upon employment.

H. ESEA Elementary and Secondary Education Act - Employment Practices and Working Conditions)

No action shall be taken without the consultation of the Association in regard to any issue relating to the Board's compliance with the Elementary and Secondary Education Act of 1965, as amended, 20 USC 6301 et seq (2002), where said action would adversely impact

any bargaining unit member or otherwise affect the wages, hours, or terms and conditions of employment of any bargaining unit member.

Mid-term negotiations shall contain the following ground rules:

Specify:
1. Desired restrictions on exchange of proposals
2. Number of meetings, and
3. Whether a mediator will be used at any point.
4. Any agreement reached shall be subject to ratification by simple majority of the bargaining unit.
5. If no agreement, no action will be taken until parties bargain the next successor Agreement.

All paraprofessionals employed by the district on or after July 1, 2005 shall, upon employment by the district, meet the "highly qualified" paraprofessional designation as outlined in the No Child Left Behind Act of 2001.

Paraprofessionals may meet this designation by satisfying one of the following criteria:

1. Completing two (2) years of study at an institution of higher learning.
   - Class I Pay Schedule
   - Official transcript must be on file
2. Obtaining an Associate Degree or higher from an institution of higher learning.
   - Class II Pay Schedule
   - Official transcript must be on file
3. Demonstrating through formal state/local academic assessment knowledge of and ability to assist in the instruction and/or readiness preparation for reading, writing and math. This could be satisfied by achieving a passing score on the Paraprofessional Assessment.
   - Class I Pay Schedule
   - Official certificate must be on file

Any cost related to study, staff development, and/or cost of the Paraprofessional Assessment Test will fall under the guidelines of Article XXI (B) Tuition Reimbursement.

IX
PERSONNEL FILES

A. Notification

The Board of Education agrees to notify all members of the bargaining unit of any records being kept on said employee. This notification will cover all personnel files, located in the Board of Education office.

B. Addition of Information

Any information being added to said employee's personnel file will require the notification of said employee.

C. Dispute of Information

If the employee disputes the accuracy, relevance, timeliness, or completeness of information maintained in said file, he or she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a reasonable investigation to determine if the disputed information applies with the provision of law.

D. Rebuttal

Said employee shall have the right to add rebuttal or request a hearing with the Board of Education on any material in his/her file that he/she deems incorrect or incomplete.

E. Access

The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.

X
PAYROLL

A. Pay Periods

Salaries will be paid twice a month (on the 15th and last day of each month) of the contract year (24 pay periods) September through August. In the event the 15th or last day falls on a Saturday, Sunday or Holiday, payroll would be available on the previous Friday.

Providing all paperwork is completed, approved and received by the Treasurer prior to processing; non-routine time will be paid as follows:

1. Staff working the 1st through the 15th will be paid on the last day of the month.

2. Staff working the 16th through the last day of the month will be paid on the 15th payroll.

3. All pay on an hourly rate will be rounded to the quarter hour according to accepted practices. Therefore, time sheets should be turned in by the employee with rounding to the quarter hour completed.

4. In order to enable accurate overtime calculations, extra time and trips will be recorded on a weekly basis by each employee.

5. A member who is leaving the school district at the end of the school year due to resignation, non-renewal, retirement, or staff reduction will receive the balance of salary according to the twenty-four (24) installment plan with continuation of all fringe benefits through August 31st.

6. All classified employees of the North Baltimore Schools shall enroll in a direct deposit payroll program.

B. Payroll Procedures

When appropriately needed, each bus driver will receive a summary sheet that shall reflect a breakdown of all hours worked and rates paid during the pay period.

C. Supplemental Duty Payroll Procedures

1) Type I

   Type I supplemental contracts held by regular contract employees will be paid through regular payroll procedures.

   Non-regular contract employees will receive a one time payment upon completion of duties with verification from the authorizing individual (i.e., principal or athletic director).

2) Type II

   Upon completion of Type II supplemental activities, the advisor must write a letter identifying duties completed. This letter is to be signed by the principal and submitted to the treasurer for payment at the end of the current school year.

D. Dues Deductions

1. The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing BY SEPTEMBER 5 and to remit dues to the Local Association Treasurer each pay period. Deductions shall be in twelve (12) consecutive months (September - August).

2. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the treasurer. Dues deduction authorization may be revoked by an employee during a 10 day period ending August 31. Dues deduction authorization not revoked during the 10 day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer of North Baltimore Local Schools.

3. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

4. If an employee who is terminated or resigns fails to pay the full amount of union dues, then the employee waives all union rights and protection.

E. Authorized Payroll Deductions of Dues and/or Fees

Deduction of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the employee and will be deducted from each pay, for the following:

1. North Baltimore Employees Association
2. Ohio Education Association
3. National Education Association
4. Annuities (limited to 10, per Board Policy)
5. Credit Union
6. OEA EPAC
7. 125 PLAN

F. Tax Sheltered Annuity Program

1. When the Employee wishes to obtain the benefits of Section 403(b) of the Internal Revenue Code (IRC) of 1986, as amended, by participating in an annuity purchase program of the Employer; the annual rate of salary otherwise payable to the Employee shall be reduced and will be applied to the purchase of a nonforfeitable annuity contract for the Employee. It is understood and agreed that such annuity is to be purchased at the request of the Employee under a program adopted by the Employer and that the Employee hereby accepts the provisions of that program, and that the Employer does not guarantee such annuity.

2. A salary reduction agreement between the parties to this agreement may not be made more than one time during any taxable year of the Employee.

3. The Employee releases all rights, present and future, to receive any or all the amounts to be used by the Employer as premium payments in any other form.

4. No provision of this agreement shall affect the Employer's right to discharge the Employee, with or without cause.

5. The employee acknowledges that if his/her contributions to Code Section 403(b) tax - sheltered annuity accounts exceed the IRC Limits, the excess is currently treated as taxable income. The employee shall be responsible for the payment of any additional income taxes, employment taxes, excise taxes, penalties and/or interest. The IRC limits are the limitations imposed under Internal Revenue Sections 403(b), 402(g), 415 and any other limitations that may be imposed under the IRC. The Board shall require the Provider to calculate the limit of the employee contribution.

6. The Board shall require the Provider of a tax sheltered annuity or deferred compensation plan that meets the requirements of Internal Revenue Code (IRC) Section 403 (b), Ohio Revised Code 9.91 and Board Policy, to agree to defend, indemnify and hold harmless the Board of Education, all of its members, officers, employees and agents from and against all claims, suits, liability, expenses, damages and loss of any kind to any person including attorney fees, which may arise out of the offering, implementation, and administration of an annuity provided by the Provider's agents, employees or any other person acting on the Provider's behalf.

7. The Board shall require that the provider agree to accept responsibility for all costs, expenses, fees and any damages incurred by the Board and/or the annuitant in connection with the implementation, administration and total operation of the Plan by reason of a challenge to the maximum exclusion allowance computed for any participant of the Plan.

8. The Board shall require that the Provider comply with all Board rules, policies and regulations covering the Plans, including solicitation of Board employees and calculation of maximum exclusion allowances for all employee reductions designated to the Provider and its Plans.

9. Any information provided by the Board shall be treated as confidential and shall not be used by the Provider its agents and/or employees for any purpose other than to carry out their responsibilities under the annuity.

10. There must be a minimum of three (3) employees initially enrolled in an annuity purchase program, and there is a ten (10) annuity program limit.

G. Section 125 Cafeteria-Style Benefits Plan

The Board agrees that it will maintain a cafeteria plan under Internal Revenue Code ("IRC") Section 125 which is intended to permit employees to make employee contributions to Section 125 part A and part B on a pre-tax basis. The cafeteria plan also may permit employees to purchase other health care benefits on pre-tax basis and to make pre-tax contributions to a flexible spending account designated for health care. The terms of the cafeteria plan shall be determined by the Board and the Board shall be permitted to interpret and operate the plan as the Board shall deem necessary for the compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the Board may also provide for restrictions on the timing of the benefit elections of employees and dependents under the plan. The Board may elect to have a third-party administrator for the plan. The insurance provider shall provide the School District a hold harmless and a

record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

This shall take effect September 15, 1996.

Neither the Board nor the employee shall incur any fees to establish the plan, nor for enrollment and administrative services provided by the third-party administrator.

H. Contract Status Grid Operating Procedures

1) Casual – Employees hired for a short-term and/or irregular interval assignment.

- Group C (see more definition under Article XI – Insurance)
- Funded by limited means which do not have the expectation of continuing (with exceptions)
- 5 days per week or less depending on assignment
- Irregular hours of work (with exceptions)
- No benefits extended
- No union dues
- Time sheeted

2) One Year Only – Limited contract that is offered for a "regular" position but that position cannot be guaranteed for more than one year.

- Group A or B or sometimes C (see more definition under Article XI – Insurance)
- Funded with grants or programs which have a limited lifespan of at least one year (with exceptions)
- Five days per week (with exceptions)
- Set hours
- Benefits extended unless C group
- Union dues
- Regular payroll if 5 days a week and regular hours – otherwise time sheeted.
-

3) Regular

- Group A, B or sometimes C (see more definition under Article XI – Insurance)
- Supported by general fund with the expectation of continued funding
- Expectation of continued employment based on employee evaluations
- Five days per week (with exceptions)
- Set hours
- Benefits offered unless in C group
- Union dues

- Regular payroll if 5 days a week and regular hours – otherwise time sheeted
- Employees hired during the school year shall be awarded a one year contract based on job performance during their first full year contract.

Exceptions: There are always various new situations arising where the Board needs to hire new employees. All of these situations cannot be covered in this guide, but this is a good tool to discern most contracted situations.

I. Fair Share Fee

The North Baltimore Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Education Profession from the pay of all bargaining unit members who elect not to become members of the United Education Profession (NEA, OEA, NWOEA, NBEA) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first full pay period that follows January 15 each year for the balance of the contract year. Deductions shall be made in equal installments and shall be the sum of the United Education Profession dues less the amount determined by the audit done at the State level to be for political or ideological purposes. The Local Association shall submit by January 1 each year the list of fee payers and the prescribed amount to be payroll deducted after the January 15 pay period described earlier in this Article.

The Board Treasurer agrees to promptly transmit all amounts deducted to the Association and to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The NBEA indemnifies the Board of Education from this provision in the contract with the following understanding:

1. The employer is required to give the NBEA ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The NBEA has a right to designate counsel to represent and defend the employer.

3. The employer agrees to (a) give full and complete cooperation and assistance to the NBEA and its counsel at all levels of the proceeding, (b) permit the NBEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the NBEA or its affiliated organizations application to file briefs amicus curiae in the action.

4. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

XI
INSURANCE

The Board and the Association have agreed to split the cost of the premium of the medical, dental and vision insurance as follows:

July 1, 2014-June 30, 2016 – 80.25-19.75 (With Group B remaining at 50% of Group A) (With Group C not qualifying for insurance)

All Insurances for Employees hired after July 1, 2003

If the employee's spouse has insurance available to them through their employer or any retirement plan, then they will not be offered insurance. The "birthday rule" method will be used to determine primary and secondary insurance carrier for all insurees. In the event that both spouses are employees they will be able to choose either two single policies or one family policy (two family policies will not be offered).

For All Employees

In order to qualify for insurance, an employee must be able to have the employee share of the cost as a payroll deduction; i.e., the employee share can not become a collection item for the Board of Education.

A. Medical

1. Effective July 1, 2014, coverage will be as shown in the booklet received by all employees.

2. To be eligible, all employees must sign an application form.

   Group A = Employees working nine (9) months or more and 30 hours or more per week.

   Group B = Employees working (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)

   Group C = Casual/temporary certified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week.) (With Group C not qualifying for insurance)

3. Group A employee will pay nineteen and three-fourths percent (19.75%) of the premium amount for this coverage.

B. Dental

Employees (Group A) will pay a flat $5.00 per month of the monthly premium via payroll deduction.

Group A = Employees working nine (9) months or more and 30 hours or more per week.

Group B = Employees working nine (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)

Group C = Casual/temporary classified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week) (With Group C not qualifying for insurance)

To be eligible, all classified employees must sign an application form.

C. Vision

Employees (Group A) will pay a flat $5.00 per month of the monthly premium via payroll deduction.

Group A = Employees working nine (9) months or more and 30 hours or more per week.
Group B = Employees working nine (9) months and 15-29 hours per week. (With Group B remaining at 50% of Group A)
Group C = Casual/temporary classified employment employees shall not be entitled to insurance benefits. The President of the Association will be notified when such a person is to be hired to discuss placement of such person in this category. (Less than 15 hours per week) (With Group C not qualifying for insurance)

To be eligible, all classified employees must sign an application form.

D. Group Term Life Insurance

1. The Board of Education shall provide PAID-UP term life insurance for each bargaining unit member, in the amount of Forty Thousand Dollars ($40,000). The premium shall be provided by the Board.

XII
LIABILITY PROTECTION

The North Baltimore Employee Association and the North Baltimore Local Board of Education in an effort to deal with liabilities placed on the Board of Education by Amended Substitute House Bill 176 (Sovereign Immunity) agree to the following stipulations:

A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceeding in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the North Baltimore Local Board of Education.

B. The North Baltimore Local Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

C. The Board of Education further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to ORC 2744 that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.

D. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit. No meeting shall be unreasonably delayed because of the unavailability of the bargaining unit members' attorney.

E. The Board further agrees that no member of the bargaining unit will be disciplined simply because the member's actions resulted in litigation against the school district regardless of the ultimate resolution of that litigation. Records concerning such litigation shall not be part of the employee's personnel records.

Where a conviction has become final or the action of the employee was deliberate or malicious as opposed to merely careless, the Board reserves the right to take disciplinary action against a member for the same action which gives rise to litigation only in accordance with the provisions of this agreement. However, if the employee has been acquitted of the criminal offense or the prosecution is commenced but is terminated without conviction or acquittal, no disciplinary action may be taken by the Board of Education.

F. The Board further agrees that there will be no media release regarding any liability suit which involves the alleged act of omission of a member of the bargaining unit.

G. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability. No meeting shall be unreasonably delayed because of the unavailability of the bargaining unit member's attorney.

The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

H. The Board shall provide adequate release time for any employee who is required to attend any disposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims of liability. The Board agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.

I. All members of the bargaining unit shall cooperate with the Board in any defense to all claims of liability.

J. The North Baltimore Board of Education will continue to carry liability insurance covering members of the bargaining unit with an insurance company authorized to do business in the State of Ohio with coverage of at least One Million Dollars ($1,000,000) per occurrence and at least One Million Dollars ($1,000,000) aggregate provided such coverage is available and at a cost that does not unduly distort the school district's budget. Regardless of the insurance coverage purchased, the Board will defend and indemnify members of the bargaining unit.

K. The Board shall provide a facsimile of the liability insurance provided by the employer to the Association Building Representative.

XIII
EMPLOYER MEETINGS

Employer meetings shall be conducted during working hours whenever possible and the Board of Education's facilities shall be used for such purposes. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay except for one (1) annual drivers' and one (1) annual custodians' meeting not to exceed one and one-half (1 ½) hours in length. Whenever it is not possible to hold these meetings during working hours the Employer may extend the employee's work schedule one (1) hour beyond the regularly scheduled day, provided each employee is compensated his/her hourly rate unless such time constitutes overtime, which shall be paid at time and one-half.

XIV
REPRIMAND OF CLASSIFIED STAFF

A. The Board of Education agrees and understands that each employee shall have the opportunity to be accompanied and/or represented by a representative of their choice at any pre-arranged reprimand meeting. The meeting may be with the principal, immediate supervisor, superintendent or Board of Education. Such employee may request of his/her principal, immediate supervisor, superintendent, or Board of Education that he/she be accompanied by a member of the Association, namely building representative, grievance chairperson, president of the Association or any representative the employee deems necessary.

B. The Board of Education further agrees that no employee will be reprimanded in the presence of any other employee, students, or parents of students.

C. The Board of Education further agrees that no disciplinary action except reprimands will be taken against any employee due to complaints but those that are documented and in writing and the accuser present and willing to be cross-examined by the accused person and his/her representative.

XV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Inasmuch as the Association is recognized as the sole organization representing Classified employees, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

B. The Board authorizes the Association the following rights:

1. **Building Use**

   To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. **Equipment Use**

   To utilize Board of Education equipment, with any expendable supplies to be supplied by the Association. Such use shall not interfere with the operation of the school system. Association use of Board of Education equipment shall be prohibited during the school day and use at other times shall require prior approval of the Superintendent.

3. **Inter-School Mail**

   To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars.

4. **Bulletin Boards**

   To use bulletin board space which is reasonably accessible to all employees to disseminate information to members.

5. **Telephone Use**

   To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board of Education by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

6. **Building Meetings**

   To allow representatives to call meetings of Association members within the building, which are not scheduled in conflict with other scheduled meetings.

7. **Building Visitation**

   To allow the President of the Association or his designated official to visit schools. Upon his arrival he shall notify the Principal of his presence. Visits that are made to discuss special problems of employees must be arranged mutually in advance with the

Principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.

C. The Association will be provided with:

1. Copies of all Board Agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Association.

2. Copies of the following forms: appropriations, budget, and training and experience grids. Such copies shall be given to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.

3. Upon specific request for a special item, any other data or documents which will assist it in developing intelligent, accurate, informed and constructive programs for members and their students, together with other available information which may be necessary to formulate programs or process grievances.

4. There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or participating in any of its activities.

5. A place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board.

D. Paid In-Service Day

All members of the bargaining unit shall be required to attend one paid in-service day per school year within their respective skill areas provided appropriate classes are available in the area.

The Superintendent may limit the number of bargaining unit members who may be absent on any one day when qualified substitutes are not available.

XVI
INDIVIDUAL RIGHTS

A. The Board agrees that all members of the bargaining unit are entitled to full right of citizenship regardless of race, color, creed, sex, or place of origin.

B. The Board further agrees that members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest.

C. The Board further agrees that members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

D. The Board further agrees that the private and personal life of any employee is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his or her duties or does not involve a criminal conviction.

E. The Board further agrees that members of the bargaining unit may wear insignia, pins or other identification of membership in the Association or other organization civic or professional on school premises which does not result in a disruption of school activity.

F. The Board further agrees that members of the bargaining unit shall abide by Board policies in effect at the time of employment, and as provided in individual bargaining member's contract, to the extent that his/her personal safety and well-being will not be threatened. Master contract supersedes any Board policy with which it is not consistent.

G. The Board further provides the right of due process to all members of the bargaining unit in accordance with the Grievance Procedure of this Agreement.

XVII
COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between the employee, pupil, parent, Principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding the resolution of problems involved, a parent may pursue further action by submitting a complaint against an employee which must be submitted in writing to the Principal or supervisor of an employee of the school. The Principal or supervisor of any employee shall give a copy to the employee. Likewise, the employee may request in writing to the Principal or supervisor of an employee that such a written complaint must be filed or the matter shall be considered closed. The Principal or supervisor of an employee shall give a copy to the parent.

B. Further action concerning the complaint shall be initiated by the following procedure

1. If requested by the complainant or the employee, a meeting involving the employee, the Principal or supervisor of an employee, and the complainant will be arranged as soon as possible to discuss the complaint.

2. If it is not resolved at that level, it may be appealed to the Superintendent.

3. If it is still unresolved, it may be appealed to the Board of Education.

C. In each of the steps above, an employee may request and be accompanied by counsel and/or representative of his/her choosing. Conferences regarding such complaints shall be private.

XVIII
EQUAL RIGHTS CLAUSE

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, or national origin.

XIX
JOB DESCRIPTION AND CLASSIFICATION

A. For each classification, job descriptions will be developed and ratified with this Agreement. Said descriptions shall be developed by the bargaining process. The descriptions shall be distributed to all current bargaining unit members and those newly hired by the District. The descriptions will include at a minimum:

1. Job Title and Description
2. Minimum requirements
3. A specific statement of required tasks and responsibilities

B. Any evaluations of bargaining unit members' work performance shall be based solely upon said job descriptions.

XX
CLASSIFICATIONS

A. Custodians

1. **Work Day - Overtime**

   When an employee is required to work more than 40 hours a week, they will be compensated at the rate of l-l/2 their normal rate of pay. If any employee is required to work Sunday or a scheduled holiday he/she will be compensated at double their normal pay.

2. **Shift Premium**

   A shift premium of ten cents (10¢) per hour shall be paid to custodians for working the second shift.

3. **Supplemental Maintenance Contracting**

   Custodial staff may be hired on a separate contract rate for maintenance projects as qualified (individually or by group) to complete maintenance at rates less than outside bids. This is to be considered separate from the regular assigned maintenance during the working hours.

B. EMIS Secretary

Twelve-month position paid at the head custodial rate.

C. Secretaries

Full-time secretaries shall work 8 hours per day for each day of the school schedule.

D. Cooks

Cooks will be paid a yearly stipend according to their classification with appropriate classification verification on file:

- Class I: (15 hours): One hundred fifty dollars ($150.00)
- Class II: (30 hours): Two hundred fifty dollars ($250.00)

Cooks shall be paid time and one-half (1½) for all work on Saturday.

E. Bus Drivers

1. **Overtime Rotation**

   All non-routine bus trips shall be offered to regular contracted drivers by seniority on a rotating basis. The most senior member will be asked first, if the most senior member refuses the work the next most senior person shall be asked to work. This procedure will be followed until the position is filled. The next time there is work available the next less senior person, after the member who worked last, will be asked. The above

procedure will be followed until a member agrees to work. If all regular drivers refuse such trips, substitutes shall be requested to drive.

It is agreed that bus drivers will receive a flat rate of $10.00 per hour for all out of district field trips for the entire duration of the trip with a minimum of three (3) hours. Should extra trips put a driver into an overtime situation (over 40 hours in a week) for that week, overtime will be paid on a blended rate providing the driver indicates in writing on the trip sheet that he/she is in overtime situation.

In order to enable accurate overtime calculations, extra time and trips will be recorded on a weekly basis by the employee.

2. **Pay for Cancelled Trips**

   Bus drivers shall be contacted one (1) hour in advance of any run that has to be cancelled. If notice is not given a two (2) hour minimum shall be paid to the assigned driver.

3. **Board Paid Costs**

   The Board shall assume all costs of required testing, examination and licensure for bus drivers. The Board will reimburse the driver for meals consumed while on a trip to a maximum of Fifteen Dollars ($15.00) including tax and tip.

4. **Summer Route Selection**

   When the regular routes are established during the summer, the drivers will be notified by mail and be given a two week opportunity to review them with the transportation supervisor. During this two week period, drivers will bid on the routes in writing based on seniority.

5. **Changes in Regular Routes**

   If, during the year, any of the routes are permanently lengthened or shortened by 45 minutes per day, the drivers shall be allowed to rebid the routes based on seniority. (permanently means 6 weeks or more).

   Routes that are changed during the school year will not show a pay increase unless the change moves the drivers pay into the next 15 minute interval.

6. **Safety Meetings**

   Drivers are required to attend four hours of safety meetings each year. They will be paid the field trip rate for two hours. The other two hours are part of the days of service in the work year. Participation in a school bus rodeo or other approved specialized training may, at the discretion of the Superintendent, take the place of all or part of the four hour safety meetings.

7. **Alcohol and Drug Testing**

a. **Driver Prohibitions**

- Report to duty while having an alcohol concentration of 0.04 or greater.
- Possess alcohol while on duty.
- Use alcohol while performing safety-sensitive functions (SSF's).
- Perform safety-sensitive function within 4 hours after using alcohol
- Use alcohol for 8 hours after an accident, or until said driver undergoes an alcohol test.

b. **Drug Testing by the District**

- Randomly test 50% of the drivers for alcohol use each year.
- Randomly test 50% of the drivers for drug use each year.
- Administer different tests, dependent upon the circumstances.
- Provide abuse-prevention education, and clearly explain the boards testing policy to drivers.

c. **Required Alcohol Tests**

i) Pre-employment - Must undergo alcohol and controlled substances testing prior to the first time a driver is scheduled to perform an SSF.

ii) Post-accident - Will be conducted for each surviving driver if the accident involved injury to persons or property damage.

If an alcohol test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer a test and must prepare and maintain the same record.

Driver leaving the scene without a valid reason constitutes refusal to be tested with required penalties. Valid reasons include need for medical treatment, to obtain treatment for others, and/or emergency help.

iii) Random - The selection of drivers shall be made by a scientifically valid method, i.e., random number table of a computer based random number generator. Refusal to submit to a random alcohol test creates presumption of result of 0.04 or greater and will result in commensurate penalties. Selected drivers are to be tested immediately or as soon as possible if in safety-

sensitive function (SSF). Drivers may be tested just before, during, or just after operation of SSF.

d. **Locations for Breath Alcohol Testing**

Testing must be conducted in a location that affords visual and aural privacy and prevents unauthorized persons from seeing or hearing test results.

e. **Procedures for Screening Tests**

The employee and the Breath Alcohol Technician (BAT) complete the appropriate section of the Breath Alcohol Testing Form. Refusal by the employee to sign this certification shall be regarded as a refusal to take the test. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed.

f. **Procedures for Confirmation Tests**

The employee shall not eat, drink, or put any object or substance in his/her mouth and to the extent possible not belch during a waiting period before the confirmation test. The confirmation test shall be conducted within 20 minutes of the completion of the screening test.

All results shall be transmitted to the employer in a confidential manner.

g. **Reasonable Suspicion Testing**

If reasonable suspicion exists to require the driver to undergo an alcohol test it must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Said observations can only trigger a test if the observation is made during, just preceding, or just after the work day. The test can be administered just before, during, or just after the work day.

h. **Return-to-Duty Testing**

After engaging in prohibited conduct concerning alcohol, return to duty testing will be required of drivers before returning to perform an SSF. Employees must be tested and show a test result less than 0.02 for alcohol and/or the absence of controlled substances.

i. **Follow-up Testing**

The Board is prohibited from allowing a driver to report or remain on duty in an SSF if behavior or appearance indicate alcohol misuse until test result is less than .02 or

24 hours have passed following determination. No further action is permitted in absence of test.

Each driver identified as needing assistance is subject to evaluation by the Substance Abuse Professional (SAP) and an unannounced follow-up alcohol and controlled substance tests. The number and frequency of such tests shall be determined by the SAP; but, minimally, there must be six tests in the first twelve months following the drivers' return-to-duty.

j. **Refusal to Submit to a Required Alcohol or Controlled Substances (Drug)**

Drivers are prohibited from refusing to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test.

k. **Controlled Substances Use**

A driver is prohibited from reporting or remaining on duty in SSF when the driver uses any controlled substances, except when use is pursuant to the instructions of a doctor who has advised driver that said use does not impair driver's ability to safely operate a bus.

l. **Controlled Substances Testing**

A driver is prohibited from reporting for duty, remaining on duty or performing an SSF, if the driver tests positive for controlled substances.

Drivers will be tested for marijuana, cocaine, opiates, amphetamines, and phencyclidine.

Controlled substances test must be done within 32 hours following an accident.

m. **Reporting and Review of Results**

The Medical Review Office (MRO) shall review confirmed positive results, including any alternative medical explanation for a positive test result with a medical interview and review of the individual's medical history.

If the test has been confirmed positive, the MRO shall notify the employee that he/she has 72 hours in which to request a reanalysis of the original specimen.

The employee may request in writing, if the first sample, of a split sample is positive; that the second sample of the split sample, shall be tested by a different "National Institute on Drug Abuse" (NIDA) certified lab. If the second test is negative, the test will be cancelled and the entire test shall be considered negative. The employee's request must be made within 72 hours following notice of verified positive test on the primary test.

The MRO, prior to verifying a positive test result, shall give the employee an opportunity to discuss the test result.

If the employee declines the opportunity to discuss the test or is unable to be contacted after reasonable efforts, the MRO may verify the test result.

Following verification of a positive test result, the MRO shall refer the case to the board's employee assistance or rehabilitation program.

n. **Protection of Employee Records**

Information concerning a positive drug test is only available to the individual, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test.

o. **Program Cost**

All cost involved in implementing the Alcohol and Drug Testing Regulations shall be borne by the Board. Drivers will be compensated for time required to participate in testing at the zero (0) step on the salary schedule plus mileage if the employee uses his/her own vehicle.

p. **Substance Abuse Professionals**

The Board and the Association shall jointly create a list of Substance Abuse Professionals (SAP's).

At such time as a driver may be required to have the services of a SAP, he/she shall make a choice from the list of Board and Association approved SAP's.

q. **Driver Discipline**

i) The Board shall provide the driver with a just cause hearing prior to any disciplinary action related to a drug or alcohol event that could result in a suspension longer than twenty-four (24) hours.

ii) Drivers who are suspended for more than twenty-four (24) hours and successfully complete a SAP referral (rehabilitation) program shall be entitled to return to the same position held prior to the suspension.

iii) Sick leave may be used by any driver who is under the care of a Substance Abuse Professional as a result of a violation of the drug or alcohol provisions of this contract or the law. Providing the driver successfully completes a substance abuse program, the Board will provide and pay the cost of the SAP and any program that the driver is required to participate in as determined by the SAP. If sick leave is exhausted, the driver will be placed on unpaid leave

iv) Drivers will be allowed to work as substitutes for non SSF positions for which they may qualify during any term of driving prohibition.

v) Nothing in this paragraph (17) or this Section E. precludes the superintendent or Board from imposing discipline for violations or refusal to be tested, consistent with the discipline procedures of this Agreement.

vi) All suspensions with cause will be without pay.

r. **Implementation of Drug and Alcohol Testing**

This Section covering drug and alcohol testing shall be in compliance with Federal Law and become effective August 1, 1995.

F. Subcontracting

Work regularly performed by employees of this bargaining unit shall not be subcontracted out of the unit.

G. Substitute Pool

A list shall be maintained of the classification (other than the employee's own regular classification) in which a regular contract employee has an interest in working on an as needed basis. The member of the sub-pool must meet minimum qualifications for the position based on job descriptions as reviewed by the superintendent. Employees may sign up on the list before the first day of student attendance in the fall and the first day of the second semester. This substitute pool list shall have preference for as-needed work on a rotation seniority (number of years employed in the district) basis, unless assigning substitute work will result in overtime status for the employee or unless there is less than twenty-four (24) hours notice of the need, in which case the superintendent may use someone off the pool list or someone outside the bargaining unit. Participation in the sub pool cannot interfere with normal duty. If no one on the list accepts an offer of as-needed work, a substitute outside the unit may be used. For as-needed work, those on the substitute pool list shall be paid the zero experience rate for the classification of the work. The maximum hours that a sub pool member may work is 40 hours in a week.

Article XXI
COMPENSATION

A. Professional Meetings

A Professional Meeting Request Form must be submitted in advance. Each classified employee shall have the privilege to attend one professional meeting per school year on recommendation of the Superintendent and the approval of the Board of Education. The school year shall be from July 1 to June 30. The meeting should be considered to be worthwhile and pertain to the work area. The information gained from the meeting should be relayed to the members in the department in verbal or written form. The cost shall be reimbursed for meals and accommodations only, by the Board, not to exceed One Hundred Twenty Dollars ($120.00) per day. This does not include transportation and registration. If room taxes are charged and paid for by the employee, they will be reimbursed by the Board of Education and not come out of the One Hundred Twenty Dollars ($120.00) per day allotment.

B. Tuition Reimbursement

There will be a fiscal cap of $10,000 for tuition reimbursement. Funds will be distributed based on an equal distribution of the funds among the bargaining members that applied for reimbursement, not to exceed the expenses of the tuition. Funds will be distributed during the first payment run in November upon presentation to the treasurer of acceptable receipts and proof of credit earned and turned in by October 1st. Coursework needs to be completed by August 15th. Request must be made by July 1st for the previous fiscal year. No tuition reimbursement will be made for summer study if the employee does not return to NBLS the following fall.

All course work or CEU's that will be submitted for reimbursement must be approved by the Superintendent in advance.

C. Salary Notice

Annual salary notices shall not be provided to the employees.

D. Salary Schedule

The base salary shall be increased by 1.75% for the 2014-15 school year and shall be increased by 1.75% for the 2015-16 school year.

Each full-time (30 hours or more per week) member of the bargaining unit will be paid a stipend of Three Hundred Dollars ($300) to be paid on November 15, 2014, and November 15, 2015, in a separate payroll check. Part-time (less than 30 hours per week) members of the bargaining unit will be paid a stipend of One Hundred Fifty Dollars ($150) in a separate payroll check on November 15, 2014, and November 15, 2015.

(See Page 32 for Classifications)

North Baltimore – Support Staff

2014-15
1.75%

Step	EMIS Secretary/Head Custodian	Degreed HQ ParaProf	Custodian	Bldg Secretary/Non-Degree ParaProf	Bus Driver	Aides	Head Cook	Cafeteria Worker
0	14.71	14.71	12.97	12.97	14.13	10.70	11.37	10.70
1	15.15	15.15	13.36	13.36	14.55	11.02	11.71	11.02
2	15.59	15.59	13.75	13.75	14.98	11.34	12.05	11.34
3	16.03	16.03	14.14	14.14	15.40	11.66	12.39	11.66
4	16.48	16.48	14.53	14.53	15.83	11.98	12.73	11.98
5	16.92	16.92	14.92	14.92	16.25	12.31	13.08	12.31
6	17.50	17.50	15.43	15.43	16.81	12.73	13.53	12.73
7	17.80	17.80	15.69	15.69	17.10	12.95	13.76	12.95
8	18.09	18.09	15.95	15.95	17.38	13.16	13.99	13.16
9	18.39	18.39	16.21	16.21	17.66	13.38	14.21	13.38
10	18.68	18.68	16.47	16.47	17.95	13.59	14.44	13.59
11	18.98	18.98	16.73	16.73	18.23	13.80	14.67	13.80
12	19.27	19.27	16.99	16.99	18.51	14.02	14.89	14.02
13	19.56	19.56	17.25	17.25	18.79	14.23	15.12	14.23
14	19.86	19.86	17.51	17.51	19.08	14.45	15.35	14.45
15	20.59	20.59	18.16	18.16	19.78	14.98	15.92	14.98
17	21.04	21.04	18.55	18.55	20.21	15.30	16.26	15.30
19	21.48	21.48	18.94	18.94	20.63	15.62	16.60	15.62
21	21.92	21.92	19.33	19.33	21.05	15.94	16.94	15.94
23	22.36	22.36	19.71	19.71	21.48	16.26	17.28	16.26
25	22.80	22.80	20.10	20.10	21.90	16.59	17.62	16.59
27	23.24	23.24	20.49	20.49	22.33	16.91	17.96	16.91

(See Page 32 for Classifications)

North Baltimore - Support Staff

2015-16
1.75%

Step	EMIS Secretary/Head Custodian	Degreed HQ ParaProf	Custodian	Bldg Secretary/Non-Degree ParaProf	Bus Driver	Aides	Head Cook	Cafeteria Worker
0	14.97	14.97	13.20	13.20	14.38	10.89	11.57	10.89
1	15.42	15.42	13.60	13.60	14.81	11.22	11.92	11.22
2	15.87	15.87	13.99	13.99	15.24	11.54	12.26	11.54
3	16.32	16.32	14.39	14.39	15.67	11.87	12.61	11.87
4	16.77	16.77	14.78	14.78	16.11	12.20	12.96	12.20
5	17.22	17.22	15.18	15.18	16.54	12.52	13.31	12.52
6	17.81	17.81	15.71	15.71	17.11	12.96	13.77	12.96
7	18.11	18.11	15.97	15.97	17.40	13.18	14.00	13.18
8	18.41	18.41	16.24	16.24	17.69	13.39	14.23	13.39
9	18.71	18.71	16.50	16.50	17.98	13.61	14.46	13.61
10	19.01	19.01	16.76	16.76	18.26	13.83	14.69	13.83
11	19.31	19.31	17.03	17.03	18.55	14.05	14.93	14.05
12	19.61	19.61	17.29	17.29	18.84	14.27	15.16	14.27
13	19.91	19.91	17.56	17.56	19.13	14.48	15.39	14.48
14	20.21	20.21	17.82	17.82	19.41	14.70	15.62	14.70
15	20.96	20.96	18.48	18.48	20.13	15.25	16.20	15.25
17	21.41	21.41	18.88	18.88	20.56	15.57	16.55	15.57
19	21.86	21.86	19.27	19.27	20.99	15.90	16.89	15.90
21	22.31	22.31	19.67	19.67	21.43	16.23	17.24	16.23
23	22.75	22.75	20.06	20.06	21.86	16.55	17.59	16.55
25	23.20	23.20	20.46	20.46	22.29	16.88	17.93	16.88
27	23.65	23.65	20.86	20.86	22.72	17.21	18.28	17.21

4. Salary Index

EXPERIENCE	INDEX
0	1.00
1	1.03
2	1.06
3	1.09
4	1.12
5	1.15
6	1.19
7	1.21
8	1.23
9	1.25
10	1.27
11	1.29
12	1.31
13	1.33
14	1.35
15	1.40
17	1.43
19	1.46
21	1.49
23	1.52
25	1.55
27	1.58

E. RETIREMENT/SEVERANCE

As a result of the District's desire to provide an enhanced severance pay plan for the benefit of it's employee's the Board shall pay to members severance pay as follows:

1. **Retirement Benefit**

Upon retirement of a member of the bargaining unit, the Board of Education shall pay to such employee a sum equal to the employee's daily rate of pay at retirement, excluding supplemental salary, times twenty-five per cent (25%) of the total accumulated sick leave days (to a maximum of twenty-five per cent (25%) of 275 days). Any employee hired after September 1, 1992 shall be required to serve no less than five (5) years in the North Baltimore Local School District to be eligible for such payment.

a. For the purpose of Section 1 above, retirement shall mean disability or service retirement in the School Employees' Retirement Service System (SERS).

   Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix B, or in the absence of a beneficiary designation, severance is to be paid to the estate of the deceased employee.

b. Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the classified employee is in fact in a status of retirement or is deceased. This evidence shall be an affidavit or written notification supplied by the SERS or in the event of the employee's death, a death certificate.

2. **Separation Benefit**

Upon separation of service from the North Baltimore School District, a member of the bargaining unit having ten (10) or more years of service in the North Baltimore School District shall be paid a sum equal to the employee's daily rate of pay at the date of separation, excluding supplemental salary, times twenty-five per cent (25%) of the total accumulated sick leave days (to a maximum of twenty-five per cent (25%) of two hundred and seventy-five (275) days that he/she has in public employment. No employee terminated for cause pursuant to 3319.16 and 3319.161 shall be eligible for such payment.

Sick leave that has been transferred to another employer is not eligible for separation payment. Additionally, sick leave that has been paid out in severance by North Baltimore Schools and/or any other public employer is not eligible for transfer.

3. **Pay Systems**

a. The Board shall make two (2) payments. The first payment will be issued on the first payroll in September of the year the employee retires. The second payment will occur in the following year on the first payroll in September.

b. All payments shall be made directly to the member. Such payment(s) shall be considered to eliminate all sick leave accrued by the employee at the time of payment.

4. **Retirement Pickup**

In accordance with Internal Revenue Code Section 414 (h) (2) and applicable IRS ruling there under, the Board agrees to pick-up an Employee's required contribution to the State Employees Retirement System (SERS). The pick-up shall be a "salary reduction" pick-up of the entire amount of the Employee contribution, which the Employee is required to contribute to SERS, based upon the salary provided in this contract. Thus, the cash salary that is payable to the Employee shall be reduced by the amount of the salary reduction pick-up amount; in furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the pick-up directly to SERS as an employee contribution of the Employee; and the amount paid to SERS by the Treasurer shall not be considered as current taxable income for Federal, State and School District Income Tax for the Employee. No Employee shall have the option of receiving cash in lieu of the fringe benefit. The salary reduction pick-up amount shall be included in the contract salary of the Employee for all other purposes, including calculations of daily rate of pay, salary to be paid due to absences from employment, severance pay, life insurance or other employee benefits; and unless otherwise required by law, considered as compensation of the Employee for purposes of Ohio Revised Code Section 33107.01 (U).

This section is not to be misconstrued as pick-up or pick-up on the pick-up for salary increase purposes.

F. EMPLOYMENT OF RETIREES

1. Where an SSP vacancy exists which the Board may fill by hiring a non-teaching employee who is not already employed by the Board, the Board may consider and employ Retirees for a vacancy after Article XXIII, D has been followed upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the School Employees Retirement System.

2. A Retiree shall be placed at step zero (0) in the appropriate classification column and thereafter may advance on the schedule on the same basis as other non-teaching employees.

3. A Retiree shall receive a one-year or two-year contract, which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree is through offering a new one-year or two-year contract recommendation of the Superintendent. The requirements of Article XXVII of the negotiated agreement shall not apply to Retiree contracts. A Retiree is not eligible for a continuing contract regardless of years of employment as a retiree with the Board. A Retiree is eligible for part-time work through the substitute pool only if no other bargaining unit member is interested in such offers.

4. For the purposes of Seniority and/or any reduction-in-force, an SSP retiree shall earn seniority with the District beginning with his/her employment as a non-teaching employee. For those former non-teaching employees employed by the District as a retiree, a new status as a retired non-teaching employee shall be deemed to be a break in service for purposes of seniority.

   There shall be no difference in the type of seniority between a retiree's seniority and a regular employee's seniority should the District effect a reduction-in-force, except that it is recognized that all retirees are employed on a one year or two year limited contract and shall be placed on a separate seniority list by classification area. For purposes of a RIF, continuing contract employees shall have seniority over regular limited contract employees and regular limited employees shall have seniority over any rehired retiree.

   RIF'd employee's names shall be placed on a Recall List as set forth in Article XXV of the Agreement and RIF'd employees shall be recalled in the reverse order of layoffs.

   Retirees may be hired for part-time work through the substitute pool, salary rates/stipend will be pro-rated accordingly.

   Rehired retirees are entitled to all other negotiated agreements of the Contract not specifically addressed herein. Rehired retirees will not be entitled to any paid leave under this Contract. Rehired retirees will not be credited with any years of experience upon rehire. Rehired retirees will be eligible for single insurance coverage to be paid by the District at the current rate offered to Association members on a pro rated basis. Should a rehired retiree wish to purchase family coverage, such employee will be responsible for the difference between the negotiated rate for Association members for single coverage and the negotiated rate for Association members for family coverage.

XXII
SENIORITY

A. Definition

Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by date of job application submission.

B. Part-Time Members

Part-time bargaining unit members shall accrue seniority on pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

C. Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:

1. Head Custodian
2. Custodial
3. EMIS Secretary
4. Secretary
5. Head Cook
6. Cafeteria Worker
7. Class I – Non-Degreed Paraprofessional
8. Class II – Degreed Paraprofessional
9. Aide
10. Bus Driver

D. List of Positions

The Employer shall prepare and keep current a seniority list for all bargaining unit positions. A copy**,** by job classification, of this list and all revisions shall be provided to the Association.

E. Lateral Moves

Seniority shall govern with respect to lateral moves into permanent work assignments.

F. Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

XXIII
VACANCIES, TRANSFERS, AND PROMOTIONS

A. Definition

A vacancy shall be defined as a newly created position or a present position that is not filled within the Bargaining Unit.

B. Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten [10] workdays. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be Worked
6. Classification
7. Minimum requirements

C. Application

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. Mail, to their last known address.

D. Filling Vacancy

Vacancies may be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy may then be filled by a qualified applicant from other classifications with the most seniority.

E. Notification of Filling a Position

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant shall be so notified in writing with a copy provided to the Association.

F. Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to demonstrate his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

G. Temporary Assignment

Any bargaining unit member who voluntarily accepts the temporarily assigned duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

H. Criminal Background Check

Criminal background checks through the Ohio Bureau of Criminal Investigation and Identification or the F.B.I. will be required of all employees at the time of hire. Initial Criminal Background Check will be at employees cost.

I. Opportunity to Fill Supplemental Contracts

Any member from the classified staff interested in a vacant position will be given an opportunity to interview.

XXIV
INVOLUNTARY TRANSFER

A. Notice

Two (2) weeks notice will be given when involuntary transfer is to be made. Persons involved in the transfer shall have an opportunity to discuss the transfers with the supervisor.

B.. Wages - Involuntary Transfer

Bargaining unit members shall not be placed on a lower experience step (salary schedule, wage scale) due to involuntary transfers within classifications.

C. Temporary Assignment

Any bargaining unit member who is involuntarily assigned, temporarily, the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

D. Order of Involuntary Transfer

The parties agree that involuntary transfers of bargaining unit members are to be effected in inverse order of seniority.

XXV
LAYOFF AND RECALL

A. Order of Layoff

Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to seniority within the job classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular classification computed from the latest date of hire. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, a drawing will be held to determine the most senior staff member. All staff members who are to be determined the most senior by the drawing, must be present, along with the Superintendent and the NBEA President.

B. Advance Notice

Each employee to be laid off shall be given two (2) weeks advance notice in writing.

C. Recall from Layoff

Recall from layoff shall be in order of classification seniority. Any openings which occur in the classification from which employees are laid off shall be offered to the most senior employee on the layoff list before the next employee on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Recalled employees must report for work within ten (10) days of notification unless an extension is granted by the Board.

D. Recall List Notification

The employee's names shall remain on the recall list for two (2) years. Employees must report every six (6) months to request keeping their name on the list after the two year period. When reinstated from lay-off, such employee shall retain all previous accumulated seniority. The notice of reinstatement shall be made by certified mail.

XXVI
BARGAINING UNIT MEMBER EVALUATIONS

A. Monitoring/Observation

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member or where the results of his/her work can be observed after it is completed, it may be observed after the fact and without the bargaining unit member present.

B. Evaluation Process

Bargaining unit member evaluations shall be by formal observation of bargaining unit work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be conducted by the bargaining unit member's immediate supervisor or the appropriate administrative supervisor.

C. Written Evaluation

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work the reasons therefore shall be set forth in specific terms.

D. Evaluation Conference

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

E. Completion of Probation

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

F. Non-renewal

1. All such actions concerning non-renewal must be completed on or before June 1 in the year the contract is due to expire.

2. On or before June 1 the employee will be given written notice the Board of Education has non-renewed his/her limited contract.

3. An employee must sign and return his/her individual contract within thirty (30) calendar days of the issuance of the contract by the Treasurer or the employee shall be deemed not to be reemployed.

XXVII
DISCIPLINE AND DUE PROCESS

A. Just Cause Discipline

Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.

Disciplinary action against an employee shall be imposed only for violation of written rules and regulations as set forth by the Board of Education and Administration for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

An oral or written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice. A written disposition of each oral reprimand will be maintained in the employee's personnel file. This written disposition will contain the following: The employee's name, date of reprimand, and the topic/issue of the reprimand along with a brief summary. A copy of each oral reprimand will be removed from the employee's personnel file after five years as stated in Section D of this Article.

B. Procedure

Before an employee may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons, the following procedure shall be followed:

1. **Preliminary Hearing**

   The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and shall not be an evidential hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall have not less than two (2) days notice of the time and place of the preliminary hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.

2. **Disclosure of Charges**

   At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

3. **Superintendent Action - Notification**

   Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such

recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.

4. **Suspension/Termination**

   In any case wherein the Superintendent or his/her designee imposes, following the preliminary hearing, a suspension of more than three (3) working days, or termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or termination, which order shall state the reasons thereof.

5. **Board Level Meeting - Notice**

   If the Superintendent or his/her designee recommends a suspension of more than three (3) working days, a disciplinary reduction or termination, such recommendation shall be presented to the Board of Education at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time and place of such board meeting. The employee shall have the right to a hearing before the Board, which shall be an evidential hearing; both parties may call witnesses who will be examined under oath and may be cross-examined, an audio or stenographic record of the proceedings will be made by the Board. The decision of the Board shall be in writing and shall be served on the employee.

6. **Appeal of Board Decision**

   The decision of the Board may be appealed through the grievance procedure.

7. **Notification**

   Any notice, copies of order or recommendations required by this article to be served upon an employee shall be served in person; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted then such service shall be by ordinary mail sent to the employee's last address as shown on the Board records. In that event, service is deemed complete 72 hours after mailing.

8. **Probationary Exception**

   The provisions of this Article do not apply to the removal of any employee during his/her probationary period. Probationary period is defined as a period of thirty (30) days from the first work day. If at any time during the probationary period the Board determines that the employee is not satisfactorily performing duties of his/her position, the employee may be removed by the Superintendent upon written notice served personally upon the employee or mailed by the certified mail to the employee's current address as shown on the records of the Board.

C. Employee Rights

At such hearing, an employee is entitled, or his/her Association representative is entitled, to examine and cross-examine witnesses. Any discipline which results from such a hearing

shall be in writing with the specific findings and reasons for discipline stated specifically therein.

D. Removal of Discipline from Personnel File

In the event discipline is imposed which appears in an employee's written personnel file, the following procedures shall be followed:

1. If an employee works five (5) school years after receiving a reprimand without additional discipline noted in his/her personnel file, such reprimand will be removed from the file.

XXVIII
HOLIDAYS

A. Holiday Pay

Pay shall be for the regularly scheduled hours of each bargaining unit member. Holidays shall occur on the days specified. Should the holiday fall on a Saturday or Sunday, the preceding Friday shall replace a Saturday Holiday and Monday shall replace a Sunday Holiday.

B. Schedule of Holidays

12 Month Secretary and EMIS Secretary

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Good Friday
July 4th (12 month only)

Custodian

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Good Friday
July 4th (12 month only)

Cooks/Drivers/Aides/Cafeteria Workers/10 month secretaries

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

XXIX
TRAVEL COMPENSATION

Any traveling (including travel within the district), that is a requirement of the position, will be compensated at the I.R.S. rate per mile as adopted by the Board of Education. Compensation will be paid with the last check of each month. This does not include any travel between home and school.

XXX
VACATIONS

A. Twelve Month Employees

Bargaining unit members who work twelve (12) months shall receive paid vacation time after their first full year is completed. In such instances the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s). Twelve month bargaining unit members shall be the only classifications that shall accumulate vacation credit or service recognition for the total years of time applicable to receiving credit for vacation days.

B. Unused Vacation Time

Upon separation from service, a bargaining unit member shall be paid for all unused vacation time including pro-rated unused vacation for the current year based upon his/her then current rate of pay.

C. Schedule of Vacation Leave for 12 Month Bargaining Unit Members

All staff vacation is recorded from June 16th through June 15th.

(Effective 7/1/98)

Step 0	0 Days (1st Yr. of Emp.)	Step 10	15 Days (11th Yr. of Emp.)
Step 1	10 Days (2nd Yr. of Emp.)	Step 11	15 Days (12th Yr. of Emp.)
Step 2	10 Days (3rd Yr. of Emp.)	Step 12	20 Days (13th Yr. of Emp.)
Step 3	10 Days (4th Yr. of Emp.)	Step 13	20 Days (14th Yr. of Emp.)
Step 4	10 Days (5th Yr. of Emp.)	Step 14	20 Days (15th Yr. of Emp.)
Step 5	10 Days (6th Yr. of Emp.)	Step 15	20 Days (16th Yr. of Emp.)
Step 6	10 Days (7th Yr. of Emp.)	Step 16	20 Days (17th Yr. of Emp.)
Step 7	15 Days (8th Yr. of Emp.)	Step 17	20 Days (18th Yr. of Emp.)
Step 8	15 Days (9th Yr. of Emp.)	Step 18	20 Days (19th Yr. of Emp.)
Step 9	15 Days (10th Yr. of Emp.)	Step 19	21 Days (20th Yr. of Emp.)

Employees starting at Step 19 (20 yrs. of Employment) shall receive credit for one (1) additional vacation day per year of employment. Step 20 (22 days); Step 21 (23 days); Step 22 (24 days) etc.

Those employees that take vacation time when school is in session (except for August 15 - September 15; and May 15 - June 15) will be entitled to an extra 1/2 day vacation for every 5 vacation days used. These are bonus days not charged against normal vacation days. Bonus days cannot be used between August 15 - September 15 and May 15 - June 15.

The employee is responsible for keeping track of earned bonus days and then needs to make an appointment with the Superintendent when they plan to use them (or carry the bonus days over to the next year) so appropriate paperwork can be taken care of.

D. Vacation Credit

Bargaining unit members who are eligible for vacation leave shall be credited vacation leave pro rata in accordance with Paragraph (C) above for each completed full month of service. At the option of the employee, up to five (5) days of unused vacation may be carried over to the next year or be paid for the days. No more than five (5) days may be carried over from one year to the next. Earned bonus days can be used as part of the optional 5 day carry-over of unused vacation days/or paid days.

E. Scheduling Vacations

Vacations may be taken anytime during the year with prior approval from the Superintendent.

XXXI
WORK YEAR, WORK WEEK, WORKDAY

A. Work Year

The normal work year for the school year shall be as follows between 12:00 AM July 1st and 12:00 PM June 30th:

Custodians	260 days
EMIS Secretary	260 Days
Twelve Month Secretaries	260 days
Ten Month Secretaries	200 days
Elementary Secretaries	200 days plus five days extended service
Head Cooks	182 days
Cafeteria Employee	182 days
Paraprofessional	up to 180 days as needed
Aides	up to180 days as needed
Nurses Aides	up to 180 days as needed
Bus Drivers	179 days
Bus Aides	up to 180 days as needed

B. Work Week

The normal work week shall be Monday through Friday.

C. Work Day

The normal work day shall be as follows:

Head custodians (2)	8 hours
Custodians	8 hours
EMIS Secretary	8 hours
Full-Time Secretaries	8 hours
Cafeteria Worker	TBA
Head Cook (High School)	5.5 hours
Head Cook (Powell)	5.5 hours
Paraprofessional	Time as needed
Aides	Time as needed
Health Aide	5 hours
Bus Drivers	as determined by route
Bus Aides	Time as needed

D. Minimum Call In Pay

The minimum call in for emergency situations shall be one hour.

E. Break Time

Bargaining unit members shall be entitled to one fifteen minute break during each continuous four-hour work session.

F. Overtime System

Overtime shall be offered to bargaining unit members within the classification and within the building based upon seniority. If the most senior person is unavailable, then less senior person(s) within the classification may be required to perform the overtime.

G. Overtime Pay

Time and one-half shall be paid for all time worked over forty (40) hours in any one week. Cooks shall be paid time and one-half for all work on Saturday. All work performed on holidays and Sundays shall be paid at double his/her normal rate of pay as reported and approved on employee time sheets**.** For those employees who work in different categories/classifications overtime will be paid based on the blended rate of pay.

H. Substitutes

The Board may employ substitutes if required, but no substitute shall be employed if other members of the bargaining unit are available to do the work.

I. Substitute for Absent Member

A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

J. Calamity Day Work

Support staff employees except twelve month secretaries and 260 day custodians shall not be required to report to work when all schools are closed because of inclement weather or other calamities. Secretaries and custodians who are asked to report to work, should do so as soon as road conditions permit safe travel and receive his/her normal rate for the calamity, plus extra compensation paid on straight time rate for actual time worked on the calamity day.

In the event of a delay, all employees shall report at their regular time except bus drivers who shall report at the appropriate time to begin their routes. Cooks, head cooks and ten month secretaries who come to work on a day when school is delayed and then cancelled, shall be entitled to be paid at their regular hourly rate for all hours actually worked unless the day is a calamity day for which they are otherwise paid.

If the State formula of calamity days is extended beyond five (5), North Baltimore shall conform its calendar to the State formula or shall pay members of the bargaining unit for working these days in the event they choose to operate.

Notwithstanding the above, after five (5) calamity days, two hundred sixty day (260) day employees must report to work without additional compensation on the additional calamity days, except when a Level 3 snow emergency has been declared by the Wood County Sheriff's Department at the start of the employee's shift.

K. Contract Day Chart

	A	B	
1	Cooks/Cafeteria Workers		
2		191.	+
3	Student	178.	-
4	Holiday	9.	-
5	After	1.	-
6	Before	2.	-
7	Conference	1.	-
		0.	*

	A	B	
1	10 month – Main & Elem.		
2		209.	+
3	Student	178.	-
4	Conference	2.	-
5	Before	10.	-
6	After	10.	-
7	Holiday	9.	-
		0.	*

	A	B	
1	Aides/Paraprofessional		
2		189.	+
3	Student	178.	-
4	Additional	2.	-
5	Holiday	9.	-
6		0.	*

	A	B	
1	Bus Drivers		
2		188.	+
3	Student	178.	-
4	Breakfast	1.	-
5	Holiday	9.	-
6		0.	*

	A	B	
1	12 Month - Staff		
2		260.	+
3	Reg Days	239.	-
4	Holiday	11.	-
5	Vacation (min)	10.	-
6		0.	*

All staff attendance is recorded from June 16th through June 15th.

XXXII
MAINTENANCE OF BENEFITS AND RIGHTS

Members of the bargaining unit shall have all the rights provided by this agreement and such other rights as are provided by law which are not inconsistent with this agreement or specifically modified by this agreement.

XXXIII
SEVERABILITY

A. Prevalence of Contract

This Agreement shall to the extent permitted by law prevail over any state statute or regulation expressly inconsistent therewith. It shall be subordinate to any federal law or regulation to the extent required by the law or regulations.

B. Renegotiation of Invalid Terms

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty [60] days by demand of either party.

C. Required Renegotiation

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

JOB DESCRIPTION: BUS DRIVERS

QUALIFICATIONS:

1. Hold a valid chauffeur's license with a school bus operator's' endorsement (CDL), High School Diploma or GED (current employees grandfathered).

2. A willingness to cooperate with Administration and the community to provide the safest possible transportation system possible.

PERFORMANCE RESPONSIBILITIES:

1. To maintain good student conduct including informing the students in your charge of the rules and regulations of riding a school bus as well as the driver's individual expectations for appropriate behavior.

2. To report to the Building Principal with a written referral any students requiring disciplinary measures. This should be done after you have made individual efforts to correct the inappropriate behavior and no cooperation is given by student.

3. To familiarize yourself with the rules and regulations governing the operation of a school bus.

4. To familiarize yourself with the rules and regulations of student conduct located in the student handbook.

5. To work cooperatively with the supervising teacher in maintaining good conduct on field trips. The supervising teacher is responsible for disciplining students and authorizing any non-scheduled stops such as to eat, unless the driver deems that threatening weather conditions indicate otherwise.

6. To maintain an attendance record of all passengers in your charge on regular routes as well as field trips.

7. To instruct all passengers in the proper loading and unloading procedures in both routine and emergency situations.

8. Drivers are not to smoke on the bus or in the presence of students, in and around your bus during loading and unloading.

9. Drivers are to be in or around your bus while students are loading or unloading.

10. Drivers are responsible for fueling and checking the fluid levels in your bus including:
    a. Oil
    b. Transmission Fluid
    c. Power Steering
    d. Windshield Washers
    e. Tire Checks

    All maintenance needs are to be reported to the Superintendent on a yellow "Request for Bus Repair" Form. Hartigan's on Broadway will take care of all repairs. (257-2637).

Mid Wood Tire Center will take care of all tire repair needs (257-3331).

11. In case of illness, drivers are to call the Superintendent's secretary**.** In the event the Superintendent's secretary is unavailable, drivers are to call Central Office administration. A copy of your seating list and route map should be kept on the bus at all times so that substitute drivers are aware of that important information.

12. Drivers are responsible for turning in monthly reports of mileage driven, gallons of fuel used, odometer reading, and field trip slips.

JOB DESCRIPTION: TRANSPORTATION AIDE (Passenger)

QUALIFICATIONS:

1. High school diploma or GED (current employees grandfathered)
2. Resistance to motion sickness

REPORTS TO:

Vehicle Driver

PERFORMANCE RESPONSIBILITIES:

1. Assist driver in monitoring students
2. Recommends students for administrative discipline using the proper procedures
3. Provide assistance to passengers as needed including embarking and disembarking
4. Assist driver in safely operating the vehicle
5. Other duties as assigned by administrators

JOB DESCRIPTION: TRANSPORTATION AIDE (Driver)

QUALIFICATIONS:

1. Shall hold a valid driver's license, CDL a plus
2. Shall have a dependable car with insurance
3. Shall have a clean driving record (i.e., no major infractions)
4. A minimum of High School Diploma or GED (current employees grandfathered)

REPORTS TO:

Superintendent

PERFORMANCE RESPONSIBILITIES:

1. Provide transportation in own vehicle to students and adult passengers on an as needed basis.
2. Follow prescribed routes and timetables for transportation
3. Work closely with parents and school personnel in providing transportation
4. Other duties as assigned by administrators

RATE OF PAY:

1. Teacher aide rate
2. IRS mileage rate per mile for the established route

JOB DESCRIPTION : HEAD CUSTODIAN (2)

QUALIFICATIONS:

1. Shall possess high school diploma or equivalent.
2. Shall be physically able-bodied to perform assigned tasks.
3. Be able to accept constructive criticism.
4. Possess a trait of trustworthiness.
5. Possess good moral and ethical habits.
6. Have success record of previous job performance and experience.
7. Recommended by Building Principal.

PERFORMANCE RESPONSIBILITIES:

1. Responsible to the Building Principals and Superintendent.
2. Supervision of custodial care and personnel.
3. Responsible for assisting with daily maintenance tasks:
   a. Dusting, sweeping, mopping, waxing, cleaning of assigned areas.
   b. Maintain clean halls, walls, and furniture in assigned areas.
   c. Maintain arrangement of classroom equipment for learning atmosphere.
   d. Replace light bulbs in assigned areas.
   e. Clean outside building areas daily, including walls, walks, and yard.
   f. Maintain safe and healthy conditions.
4. Assist with creating maintenance budget annually.
5. Requisition necessary materials, equipment and supplies.
6. Requisition necessary services for major repairs.
7. Follow assigned work schedule.
8. Work assigned hours as designated.
9. Maintain Board of Education property throughout district:
   a. Memorial Field and practice field (co-share)
   b. Main Building and Grounds - Main Building custodian
   c. Powell Building and Grounds - Powell custodian
   d. Board of Education Building, Grounds & Rental Properties - Main Building custodian
   e. Board of Education Equipment, Vehicles and Leased Vehicles. - Main Building custodian
10. Assist with movement of equipment or furniture as requested by Building Principal.
11. Organize summer maintenance program.
12. Perform minor repairs within ability range.
13. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.
14. Exercise no control or authority by works or acts over students or staff.
15. Protect Board of Education property.
16. Remove persons without proper authority from building.
17. Use reasonable and prudent judgment in working with public.
18. Other duties as assigned by Building Principal in keeping with basic job description.
19. Co-Head Custodians shall not exercise authority over the person's whose building they are in.

EVALUATION:

1. Annual written evaluation shall be made by Building Principal(s) and Superintendent.
2. Periodic observations shall be conducted by Building Principal(s).
3. Copy of written evaluation shall be provided to employee following conference.
4. Opportunity shall be provided for written reply to the evaluation and attached to evaluation.
5. All written evaluations or observations shall be forwarded to the Superintendent of Schools.

JOB DESCRIPTION: CUSTODIAN

QUALIFICATIONS:

1. Shall possess high school diploma or equivalent.
2. Shall be physically able-bodied to perform assigned tasks.
3. Be able to accept constructive criticism.
4. Possess a trait of trustworthiness.
5. Possess good moral and ethical habits.
6. Have success record of previous job performance and experience.
7 Recommended by the building principal

PERFORMANCE RESPONSIBILITIES:

1. Responsible for daily maintenance tasks:

    a. Dusting, sweeping, mopping, waxing, cleaning of assigned areas.
    b. Maintain clean halls, walls, and furniture in assigned areas.
    c. Maintain arrangement of classroom equipment for learning atmosphere.
    d. Replace light bulbs in assigned areas.
    e. Clean outside building areas daily, including walls, walks, and yard.
    f. Maintain safe and healthy conditions.

2. Follow assigned work schedule.
3. Work assigned hours as designated.
4. Report needed repairs of building or equipment to Head Custodian.
5. Assist with movement of equipment or furniture as requested by Building Principal.
6. Summer maintenance as organized by Head Custodian.
7. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.
8. Exercise no control or authority by works or acts over students or staff.
9. Protect Board of Education property.
10. Remove persons without proper authority from building.
11. Use reasonable and prudent judgment in working with public.
12. Other duties as assigned by Building Principal in keeping with basic job description.

EVALUATION:

1. Annual written evaluation shall be made by Building Principal(s)
2. Periodic observations shall be conducted by Building Principal(s)
3. Prior to March 31, Building Principal shall meet with employee to review written evaluation.
4. Copy of written evaluation shall be provided to employee following conference.
5. Opportunity shall be provided for written reply to the evaluation and attached to evaluation.
6. All written evaluations or observations shall be forwarded to the Superintendent of Schools.

JOB DESCRIPTION: CUSTODIAL AIDE

QUALIFICATIONS:

1. Shall possess high school diploma or equivalent.
2. Shall be physically able-bodied to perform assigned tasks.
3. Shall be able to accept constructive criticism.
4. Possess a trait of trustworthiness.
5. Possess good moral and ethical habits.
6. Have success record of previous job performance and experience.

Reports to: Building Principal

PERFORMANCE RESPONSIBILITIES

1. Sweeps/cleans floors using instruments and products compatible with the surface.
2. Move furniture as needed to efficiently sweep or clean the floors.

JOB DESCRIPTION: KITCHEN MANAGER/HEAD COOK

QUALIFICATIONS:

1. A minimum of a high school diploma or GED.
2. A working knowledge of large group food preparation and employee supervision.
3. Possess traits of trustworthiness, good moral/ethical habits, and good personal hygiene.
4. Be able to accept constructive criticism.

REPORTS TO:

Superintendent

PERFORMANCE RESPONSIBILITIES:

1. Responsible for direct supervision of the kitchen.
2. Preparation of menus.
3. Recommendations on selection of additional personnel.
4. Supervision of all kitchen personnel, including the procurement of substitutes and contributes to all cafeteria worker evaluations.
5. Purchasing of supplies and commodities.
6. Recommendations on selection of equipment, and contacting services for repair to existing kitchen equipment.
7. Assist cafeteria workers in organizing their work.
8. Taking an inventory of kitchen supplies at the end of the month.
9. Sign for all merchandise when available.
10. Maintain a working relationship with State Department of Education - Division of Food Service for advice and assistance in cafeteria operation.
11. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact or email.
12. It shall be the responsibility of the Principal, with input from the Head Cook, to establish the plan for serving students. This includes: lunch periods, procedure to lunch and assist the Kitchen Manager with immediate problems of discipline and general overall floor control.
13. Check orders with invoicing to approve weekly invoices.
14. Reviewing/signing monthly budgetary reports.
15. Follow guidelines and complete records for Health Department, USDA, State Auditor, and State Department of Education – Division of Food Service.
16. Handle daily deposits and send bank receipts to the Board Office.
17. Adjust menu items for students with special dietary needs.
18. Work with Secretary to complete paperwork/responsibilities for free or reduced lunch forms.
19. Follow lunchroom procedures for cashiers that are distributed at the beginning of each school year.

JOB DESCRIPTION: TEACHER AIDE

QUALIFICATIONS:

1. Shall hold a current State of Ohio Teachers Aide Certificate, if required.

2. High School Diploma or GED (current employees grandfathered).

REPORTS TO:

Building Principal:

PERFORMANCE RESPONSIBILITIES:

1. Supervising the noon hour including playground duty and/or cafeteria at the elementary school.

2. Help with material preparation, testing, classroom supervision, and other duties as assigned by the Building Principal.

3. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.

JOB DESCRIPTION: TECHNOLOGY AIDE

QUALIFICATIONS:

1. High School Diploma or GED

2. Working knowledge of productivity tools (word processing, Internet, multi-media and computer applications)

REPORTS TO:

Building Principal

PERFORMANCE RESPONSIBILITIES:

1. Supervise, in accordance with the Acceptable Use Policy, the use of the Main Building Computer Lab by staff and students.

2. Perform routine set up and maintenance of computers in conjunction with the Technology Coordinator.

3. Maintain schedule of student and class use of the lab in cooperation with the Library/Media Center lab.

4. Assist students and adults with the use of computers.

5. Must be a volunteer member of the technology committee.

6. Other duties as assigned by the building administrator.

JOB DESCRIPTION: ATTENDANT SERVICES

QUALIFICATIONS:

1. Shall hold a current State of Ohio Teachers Aide Certificate, if required.

2. High School diploma or GED.

   Reports to: Building Principal

PERFORMANCE RESPONSIBILITIES:

1. The services of the attendant shall include assisting the orthopedically and/or other health handicapped or special education child with personal health needs within the confines of the educational setting.

2. All services provided will meet the requirements of Ohio Revised Code 3301-51-04,05. Services will be in agreement with those established annually at the IEP conference and review.

3. The attendant will assist the classroom teacher in working with the student as needed and in keeping with the goals of the IEP.

4. The attendant will be responsible to the Building Principal.

5. The attendant will be defined as non-certified personnel and entitled to benefits as such.

6. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.

CONTRACT:

1. Salary and contract will follow the schedule and requirements of "Aides" position.

JOB DESCRIPTION: HEALTH AIDE

QUALIFICATIONS:

1. High School Diploma or GED
2. Experience in a health related field desirable
3. Clerical skills desirable
4. Certification in First Aid and CPR
5. State STNA minimum certification.

REPORTS TO:

Building Administrators

PERFORMANCE RESPONSIBILITIES:

1. Monitor, maintain and follow up on all student immunization records
2. Formulate an illness checklist for school personnel and office volunteers to use when a child reports to the office
3. Assist all students who come to the office with a health referral
4. Follow up with parent contacts if appropriate after seeing a child
5. Dispense medication according to policy, including medical needs such as catheter care and monitoring of glucose levels.
6. Complete head checks for periculosis etc., when necessary
7. Provide first aide when necessary
8. Provide staff training in areas deemed appropriate by the building administrator
9. Provide health related information to students as deemed appropriate by the building administrator
10. Complete all health related reports for local, county and state agencies
11. Serve as the district liaison on all health and safety issues involving students and staff
12. Coordinate all staff Hepatitis B vaccinations and maintain appropriate records
13. Coordinate home health care and home instruction
14. Coordinate all first aid supply orders
15. Coordinate physical exams, vision and hearing checks for students as needed
16. Provide staff training in health and safety issues and maintain appropriate records of such training

JOB DESCRIPTION: HIGH SCHOOL SECRETARY

QUALIFICATIONS:

1. A working knowledge of general office procedures including typing, filing, telephone, and handling the public.

2. A minimum of a high school diploma or GED with additional secretarial training or experience preferred.

   Reports to: High School Principal

PERFORMANCE RESPONSIBILITIES:

1. General receptionist duties which will involve the following and other duties:

   a. Telephone and mail duties,
   b. Messages to and from staff, and
   c. Receive visitors.

2. To function as secretary to the Principal with such duties as:

   a. Type necessary reports,
   b. Typing and receiving correspondence,
   c. Processing purchase orders or supply requests,
   d. Supply and control inventory,
   e. Maintain necessary personnel records,
   f. Maintain confidential records, and
   g. Complete necessary records concerning substitute teachers.

3. To maintain enrollment - withdrawal and attendance records and cumulative files.
4. To maintain medical information and records.
5. To correspond with parents when necessary at the request of the Principal, staff, or student.
6. To complete workbook and lab fee records including distribution of materials, and prepare paperwork for the free and reduced lunch program.
7. To supply necessary pupil information to other educational institutions.
8. Deposit receipts on an as needed basis as directed by the Treasurer. This will be time sheeted for a maximum of thirty (30) minutes per day if done outside of required work time.
9. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.

JOB DESCRIPTION: GUIDANCE SECRETARY

QUALIFICATIONS:

1. Working knowledge of general office procedures including typing, filing, telephone and handling the public.
2. A minimum of a high school diploma or GED, with additional secretarial training or experience preferred.

REPORTS TO:

Guidance Counselor

PERFORMANCE RESPONSIBILITIES:

1. Assist with ordering and distribute testing materials for state required testing throughout district.
2. Collect and verify all testing materials and that students have been tested.
3. Design student registration manual for freshman.
4. Input schedule requests for high school students, assist with final schedules.
5. Input middle school student schedules.
6. Input course history for new students 8-12 grades.
7. Send correspondence for existing students and graduates.
8. Education verifications.
9. Type letters and fill out informational forms for college applications.
10. Correspond with Penta Career Center and fill out on-line application for prospective students.
11. Input new courses.
12. Prepare and report Post-Secondary Options information.
13. Keep updates on scholarships available to students.
14. Update Guidance web page.
15. Prepare presentations for various meetings for NB students/families.
16. File.
17. Typing reports as requested/needed.
18. Deposit receipts on an as needed basis at Powell as directed by the Treasurer.
19. Follows a flex schedule as determined by the Guidance Counselor and is to be submitted to the Union President by September 1.

JOB DESCRIPTION: EMIS COORDINATOR/DISTRICT ENROLLMENT COORDINATOR

12 Month Position

QUALIFICATIONS:

1. High School diploma or equivalent.

2. Ability and/or experience to work in a fast-paced, highly confidential environment with computer skills to specifically enter data, including but not limited to the Education Management Information System (EMIS) and Student Information System (SIS).

3. A team player who exhibits professional tact, diplomacy and presentation in working with administrators, staff teachers, students, parents, community, and the Ohio Department of Education.

4. Self-motivator with the ability to work with little direction.

5. Ability to review EMIS reports and take corrective action.

REPORTS TO:

Superintendent

GENERAL JOB DESCRIPTION:

1. Serves as district EMIS information coordinator. Performs such duties to assure the accurate enrollment, tracking, funding and accounting of students.

2. Maintains respect for confidential information at all times.

3. Meet all state mandated deadlines related to EMIS reporting in a timely, accurate and efficient manner.

4. Responsible for the enrollment and withdrawal of all students on a district-wide basis, including the collection of all appropriate paperwork with coordination of notification of the affected building(s).

5. Coordinates information as required for EMIS reporting. Responsible for aggregations, error correction and production of reports as needed by the administration for submission of required reports to the Ohio Department of Education.

*6. Coordinates with district secretarial staff and building principals to assure accuracy of student/staff data.

7. Coordinates with the Superintendent and Treasurer to maintain, enter, and monitor district open enrollment, special education data and Community/Charter School students (CSADM) to insure proper state funding and reporting.

8. Attends in-services as required and/or needed to stay current with all new information

and changes in EMIS, SIS, and DASL, or similar programs if names change, and to communicate those changes in reporting to the appropriate staff/administration.

9. Upholds board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public.

*10. Coordinates with the Superintendent and Treasurer to assure the accuracy of staff data.

11. Conducts other duties regarding student reporting as assigned by the Superintendent. (SF6, SF14, SF14 H)

12. During off times, i.e., summer break, pick up other duties as assigned by the Superintendent.

13. EMIS Coordinator Head Data Transmitter Collector.

*These provisions regarding staff reporting become effective when a new EMIS Coordinator is hired.

JOB DESCRIPTIONS: ELEMENTARY SECRETARY

QUALIFICATIONS:

1. Working knowledge of general office procedures including typing, filing, telephone, and handling the public.

2. A minimum of a high school diploma or GED, with additional secretarial training or experience preferred.

Reports to: Elementary Principal

PERFORMANCE RESPONSIBILITIES:

1. General receptionist duties which will involve the following and other duties:

    a. Telephone and mail duties,
    b. Messages to and from staff, and
    c. Receiving visitors.

2. To function as secretary to Principal with such duties as:

    a. Type necessary reports,
    b. Typing and receiving correspondence,
    c. Processing purchase orders or supply requests,
    d. Supply and control inventory,
    e. Maintain necessary personnel records,
    f. Maintain confidential records, and
    g. Complete necessary records concerning substitute teachers.

3. To maintain enrollment - withdrawal and attendance records and cumulative files.
4. To maintain medical information and records.
5. To correspond with parents when necessary at the request of principal, staff, or student.
6. To complete workbook and lab fee records including distribution of materials.
7. To supply necessary pupil information to other educational institutions.
8. Perform duties assigned with efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.

JOB DESCRIPTION: OFFICE AIDE

QUALIFICATIONS:

1. A working knowledge of general office procedures including typing, filing, telephone, and handling the public.

2. A minimum of a high school diploma or GED with additional secretarial training or experience preferred. (current employees grandfathered)

REPORTS TO:

Building Administrator

PERFORMANCE RESPONSIBILITIES:

1. File student documents in permanent records
2. Copying and collating of office materials
3. Answering of phone with an appropriate greeting, identifying self
4. Assisting students and adults when they enter the office
5. Sort and distribute mail
6. Run student records for transferring students
7. Assist with attendance and parent phone calls for students that are absent
8. Other duties as deemed appropriate by the building administrator

JOB DESCRIPTION: CAFETERIA WORKER

QUALIFICATIONS:

1. A minimum of a high school diploma, or equivalent (GED).
2. A working knowledge of large group food preparation

Reports to: Head Cook

PERFORMANCE RESPONSIBILITIES: (responsibilities assigned on an as needed basis depending on the work needed to be done in the kitchen, dish room or cashiers' station.)

1. Wash and maintain dishes, eating utensils, pots, pans, equipment, tables, floors, etc.
2. Assist with food preparation
3. Serve food
4. Sell lunch tickets as directed by building policy
5. Collect money daily during lunch period
6. Deposit money daily with depository
7. Perform duties assigned with the efficiency and courtesy to all personnel and patrons whether by telephone or personal contact.
8. Any other duties assigned by head cook

CLASSIFIED

XXXIV
IMPLEMENTATION AND DURATION

This Contract will be in effect from July 1, 2014, 12:01 A.M. and will continue in full force and effect until June 30, 2016, 12:00 midnight and from year to year thereafter.

a. The Board agrees that it will not, during the period of this Agreement, officially adopt or implement any condition of employment not contained within this Agreement until such term or condition has been a subject of negotiation. Sections of the present Agreement not proposed for discussion during the bargaining process shall be carried forward into the newly adopted Agreement.

b. The master contract supersedes board policy whenever the two documents are in conflict with one another.

For the Board:

Marlene North, Superintendent

Eve Baldwin, Treasurer

Board President

For North Baltimore Education Association:

President

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

APPENDIX A

GRIEVANCE FORM

Grievance # _____

_____ _____
Name of Grievant and/or NBEA President DATE

Date of Alleged Grievance_____

LEVEL ONE

Discussion with Principal:

Date held: _____

_____ _____
Principal Signature Grievant Signature

Written Disposition of Principal: _____
_____
_____
_____
_____
_____

Formal Grievance: **Written Grievance to Superintendent**

Statement of Alleged Grievance: _____
_____
_____
_____
_____
_____
_____
_____

Relief Sought: _____
_____
_____

LEVEL TWO:

Superintedent Level

Date handed in to Superintendent: _____

_____
Signature of Superintendent or person receiving this form

Date of Meeting with Superintendent_____

Disposition Response from Superintendent: _____
_____
_____
_____

LEVEL THREE:

<u>Notice of Submitting to Arbitration</u>:

Date: _____

_____
Signature of Grievant/Association President

Received by: _____
Signature of Superintendent/Designee

APPENDIX B

Designation of Beneficiary for Receipt of Severance Benefits in the Event of Death

I,_____, designate the following beneficiary(ies) for receipt of payment of any severance benefit under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

Name	**Relationship**	**Address**	**Phone No.**	**Percentage**

(Total for all beneficiary(ies) should equal 100%)

In the event none of the foregoing survive me, I hereby designate as secondary beneficiary (ies) the following person(s):

Name	**Relationship**	**Address**	**Phone No.**	**Percentage**

Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Date: _____ _____
Employee

Date: _____ _____
Spouse's Signature

APPENDIX C

Verbal Reprimand (One copy for Administration file; one copy for employee) Date:

Brief Summary of Oral Reprimand:

_____
_____
_____
_____
_____
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Employee Response (if any):

_____
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_____

Signature of Administrator:_____

Date:_____

Signature of Employee:_____

Date:_____