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NEGOTIATED AGREEMENT

BETWEEN THE

NORTHMONT BOARD OF EDUCATION

AND THE

**NORTHMONT CLASSIFIED
EMPLOYEES ASSOCIATION**

JULY 1, 2014 THROUGH JUNE 30, 2016

MONTGOMERY COUNTY, OHIO

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ARTICLE 1 – RECOGNITION AND DEFINITIONS

SECTION 1.01 – RECOGNITION

The Northmont Board of Education (hereinafter referred to as the Board) recognizes the Northmont Classified Employee Association (hereinafter referred to as the Association) as the sole and exclusive bargaining agent for the bargaining unit herein defined for the duration of this Agreement.

The Bargaining Unit shall consist of employees assigned to the classifications listed below.

Catering

Catering Manager
Food Service Catering Worker

Clerical

Multi Media/Technology Specialist
Secretary/Principal's Secretary/
High School Registrar
Elementary/M.S. Asst. Secretary

Custodial

Senior High Head Custodian
Middle School Head Custodian
Elementary Head Custodian
Full Time Custodian
Part Time Custodian
Summer Workers
Casual Workers

Food Service

High School Manager
MVCTC Manager
Middle School Manager
Elementary Manager
Assistant/Production Manager
Manager Trainee
Cook
Cook Trainee
Cashier/District Floating Cashier
After School Snack Line
Relief Cashier
Food Service Worker

Maintenance

Skilled Maintenance/Master Mechanic
General Maintenance/Mechanic
Fuel Attendant

Para-Professionals

Para-Professional I
Para-Professional II
Para-Professional III
Educational Monitor
Educational Assistant

Transportation

Bus Driver
Bus Assistant

Warehouse District/Warehouse Food Service

Warehouse Manager
Warehouse Delivery

When a new non-teaching position or job classification is established by the Board having a sufficient community of interest with the job classifications set forth above, such newly established position or job classification shall, upon mutual agreement by the Board and the Association, be included in the bargaining unit.

All employees whose classification is not listed above shall be excluded from the bargaining unit.

Summer Workers are defined as those employees hired to perform custodial work and/or yard and grounds duties.

For the purposes of clarification, category headings are listed alphabetically and are not intended to set a priority order in the Career Progression Series.

During the 2014-15 school year, a committee comprised of Paraprofessionals, district administrative members, and NCEA leadership will investigate skills and training requirements for Paraprofessionals. The committee may make recommendations to the collective bargaining teams, not to be implemented prior to the completion of negotiations.

SECTION 1.02 - DEFINITIONS

- A. "Administration" – This includes the Superintendent, Assistant Superintendent, Administrative Assistants, Business Manager, Directors, Supervisors, Coordinators, Principals, and all other administrative personnel.
- B. "Board" – This means the Board of Education as elected by the people within the Northmont School District.
- C. "Association" – This means the Northmont Classified Employees Association.
- D. "Employee" – The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit as described in Section 1.01, RECOGNITION.
- E. "Negotiations" – This means conferring, discussing, and negotiating in good faith by the Board of Education or its designated representatives, and the Association through its designated representatives.
- F. "Good Faith" – This involves coming to the negotiating table with the intention of negotiating. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. The obligation of the Board or its representatives and the Association or its representatives is to meet for the purposes of negotiations and finalizing an acceptable mutual agreement and does not compel either party to agree to a proposal or require the making of a concession. Good faith requires both parties to recognize negotiations as a shared process.
- G. "Days" – As used in this Agreement shall be defined as working days except Saturday, Sunday or legal holidays.
- H. "District Seniority" – Length of continuous service with Northmont City Schools since last date of hire.
- I. "Classification Seniority" – Length of continuous service within a classification listed in Section 1.01, RECOGNITION, since last date of hire.

**ARTICLE 2 – ASSOCIATION PRIVILEGES, INDIVIDUAL RIGHTS,
MANAGEMENT RIGHTS, AND SCOPE OF NEGOTIATIONS**

SECTION 2.01 – ASSOCIATION PRIVILEGES

- A. Recognition entitles the Association to the use of bulletin boards as designated by the Principal or Supervisor within the buildings for the posting of notices concerning official Association business.
- B. Inter-office mail may be used for distribution of notices to be posted in buildings.
- C. The Association may be permitted use of buildings for meetings as described in Board Policy.
- D. At the beginning of the school year, the Building Principal or Supervisor shall provide each employee with a handbook containing the policies and procedures governing the operation of that school building.
- E. The Board will provide a copy of the Negotiated Agreement to each Classified Employee.
- F. A current copy of the complete Board Policy Manual shall be available on the District web page.
- G. School building equipment may be used subject to availability as determined by the Building Administrator/Supervisor.
- H. The NCEA President shall receive a copy of the agenda for a forthcoming Board Meeting as soon as the agenda is ready to distribute to the members of the Board.
- I. Duly elected and appointed representatives of NCEA shall be entitled to paid Association Leave for purposes of attending the OEA Representative Assemblies and other Association functions such as OEA Member Lobby Days and building visits by the President. Such leave shall be limited to a maximum of ten (10) days unless otherwise authorized by the Superintendent. Such leave shall be in addition to other leave provisions of the Negotiated Agreement. Any leave granted under this paragraph and pursuant to this paragraph shall not be counted against the ten (10) days unless such leave was requested and authorized by the President of the Association.

SECTION 2.02 – ESTABLISHMENT OF FAIR SHARE FEE

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Northmont Classified Employees Association/OEA/NEA a fair share fee for the Association's representation of such non-members during the terms of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Payroll Deduction of Fair Share Fee: The Board shall promptly transmit all amounts deducted to the Association.

- C. Notification of Amount of Fair Share Fee: During the term of this Contract, notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or before each October 1. This will be done for purpose of determining the amounts to be payroll-deducted.
- D. All Fair Share Fee Payers: Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in the bargaining unit position; or (2) January 15th.
- E. Upon Termination of Membership During Membership Year: The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction 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 fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- F. Transmittal of Deductions: The Board shall accompany each fees transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- G. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the fair share (representation) fee has been established and will be given to each member of the bargaining unit who does not join the Association. The Association further represents that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and Ohio.
- H. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- I. Employment contracts: At the time of hire, all new bargaining unit members shall receive like notice to read:

“Your contract of employment is subject to the collective bargaining agreement between the Northmont City School Board of Education and the Northmont Classified Employees Association, an affiliate of the Ohio and National Educational Associations. The terms and conditions of this collective bargaining agreement are incorporated into your employment by this reference as though fully written therein. By receiving this notice and holding an employment contract with the Northmont City Board of Education, you are subject to a fair share fee and you are agreeing, I you elect not to join or remain a member of the Northmont Classified Employees Association/OEA/NEA, to pay to the Association the prescribed annual fair share (representation) fees and uniformly applied assessments for service and benefits to be conferred upon you by the Association as your exclusive bargaining agent during the term of your employment with this school district.”

SECTION 2.03 – INDIVIDUAL RIGHTS

Employees have the right to join, or not to join, any organization for their economic improvement. Such membership or non-membership shall be without fear of reprisal, and shall not be required as a condition of employment. Such organization may not exclude employees as members on the basis of disability, sex, marital status, race, creed or national origin.

No reprisal shall be taken against any participant in the negotiations process. With the approval of the building administrator, employees whose work schedules conflict with any three (3) scheduled NCEA meetings shall be released from their duties for such time that such meeting takes, up to a maximum of three (3) hours. In the event that such release time is granted, the employee shall return to his/her assignment to make up the time.

SECTION 2.04 – MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Board on its behalf and behalf of the electors of this district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred and vested in it by the laws of the State of Ohio and/or the United States as such rights existed prior to the execution of this or any other agreement, including the responsibility for, and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to the conduct of school affairs.
- B. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board Policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of the State of Ohio and the Constitution and Laws of the United States.

**ARTICLE 3 – SCOPE OF NEGOTIATIONS, PROCEDURES FOR
NEGOTIATIONS, AGREEMENT-DISAGREEMENT**

SECTION 3.01 – SCOPE OF NEGOTIATIONS

Subjects for negotiations are:

- A. Wages
- B. Fringe Benefits
- C. Working Conditions

SECTION 3.02 – PROCEDURES FOR NEGOTIATIONS

A. Conduct of Negotiations

1. Either the Administration or the Association may initiate negotiations. Requests from the Administration will be made in writing to the President of the Association. Requests from the Association will be made in writing to the Superintendent. Such requests shall be made no later than sixty (60) days prior to April 1 of the year of expiration of the Contract. The parties shall hold their first negotiation session no later than April 1 of the year of the expiration of the Contract and except as set forth in paragraph C below, Chapter 4117 O.R.C. shall govern the means of dispute resolution except that the statutory sixty (60) day period shall commence April 1.
2. The Administration agrees to furnish the Association Negotiations Committee, upon request and in reasonable time both prior to and during negotiations, available information concerning financial resources of the District, and such other information as will assist the Association in developing proposals. The Association agrees to furnish available information on its proposals to the Board's Negotiations Team to support its proposals.
3. Either party may caucus at any time. A caucus shall be no longer than thirty (30) minutes unless mutually agreed otherwise.
4. Items tentatively agreed to shall be reduced to writing and initialed by both parties.
5. Until all negotiation meetings are completed, each meeting shall conclude with a mutually agreed to time and place for the next meeting.

B. Representation

1. Five representatives of the Administration shall meet with five representatives of the Association for the purpose of negotiating an agreement. Each team shall be allowed to

select seven additional persons to serve as observers to be present at each session. The observers shall not participate in the discussion at the table.

2. In the event of the unavoidable absence of a member of either team, a substitute may be used.
3. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals and consider proposals in the course of bargaining.

C. Dispute Resolution

When either party determines that a bargaining impasse exists, and provided there has been no decision issued by a fact-finder, then that party may call upon the mediation services of FMCS to assist in resolving the impasse.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an alleged violation, misinterpretation, and/or misapplication of the express terms of this Negotiated Agreement.
2. A grievant shall mean an employee or group of employees alleging that a violation, misinterpretation and/or misapplication of the Negotiated Agreement has occurred. The NCEA may serve as the agent in processing a grievance if so requested by the employee or employees.
3. A “group” grievance shall have arisen out of substantially similar circumstances affecting more than one employee.

B. Factors and Conditions

1. All grievances will be presented to the appropriate supervisor who has authority to grant the relief being sought.
2. The NCEA may grieve any alleged violation of Article II, Section 201 as well as an alleged breach of this Agreement when it is further alleged that such breach directly and currently effects unit members in more than one work site.
3. No grievance may be filed concerning a matter which can be made the subject of a charge with a State or Federal agency or a complaint in a State or Federal court of record by a Northmont employee.
4. This procedure must begin the earlier of fifteen (15) working days of the alleged grievable act, or thirty (30) calendar days of the alleged grievable act.

5. The grievant shall have the right to representation at each step, however, the representation at Step I need not be at level higher than classification representation.
6. To continue a grievance, a grievant must appeal within the time limits. Failure by the grievant to appeal a grievance to the next step of this process or to withdraw the grievance within the timelines herein shall not be deemed acceptance of the Administration's position on the grievance.
7. If the supervisor does not abide by the time limits set forth, the grievant may proceed to the next step.
8. In the event a supervisor or individual employees is unable to meet established time limits due to illness or incapacitation, said time limits may be extended a maximum of thirty (30) days upon presentation by one party to the other of satisfactory evidence of such incapacitation.
9. There will be reprisals taken against any participant in the grievance procedure by reason of such participation.
10. Each party to a grievance shall have access to all records pertaining to the case. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in the Superintendent's office. The records may not be removed from the place of storage unless directed by the Board of Education or the courts.
11. The number of days set forth in each step shall be considered a maximum unless both parties agree in writing to extend the timelines.
12. All notices to the grievant of hearings or disposition of grievance shall be hand delivered or mailed with return receipt.
13. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits results in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
14. All grievances shall begin at Step I. If the Director of Human Resources hears Step I, the grievances may proceed to Step III if not satisfied with the response given at Step I. If a group grievance proceeds to Step IV, only members of said group essential to establish the facts of the grievance shall be present at the hearing if during school hours.
15. The Board shall release on a limited bases, any personnel required as witnesses without loss of pay.

C. Informal Procedure
(STEP I)

The grievant, with a representative of the NCEA if he or she so chooses, will verbally identify and present the grievance to the immediate supervisor who has authority to grant the relief being sought during non-working hours with the objective of resolving the matter informally. A statement of the date and time of such meeting shall be signed by both parties at that meeting

and a copy shall be retained by each. The supervisor shall give a verbal response within five (5) working days of this meeting.

D. Formal Procedure

(STEP II)

If a satisfactory solution is not affected, the grievant shall present the grievance in writing to the supervisor within five (5) working days after the response from the informal meeting. The written grievance must contain a concise statement of the grievance citing the situations giving rise to the grievance, stating the specific alleged violation, misinterpretation, or misapplication of the Negotiated Agreement. It must state the remedy sought and be signed by the grievant, or in the case of a group grievance, by each employee wishing to participate.

The supervisor shall render a written response to the grievant within five (5) working days of the Step II meeting. A copy of the response shall be forwarded to the Director of Human Resources.

(STEP III)

If a satisfactory solution is not affected, the grievant shall present the written grievance to the Director of Human Resources within five (5) working days of the receipt of the Step II response.

The Director of Human Resources shall, within ten (10) working days of the receipt of the grievance, hold a meeting to hear the grievance. Within five (5) working days of this meeting, the Director of Human Resources shall issue a response in writing to the grievant.

(STEP IV)

If the action taken in Step III does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered by the Director of Human Resources within ten (10) working days, the NCEA shall, as a condition precedent to arbitration, notify the Director of Human Resources in writing of its intent to submit the grievance to arbitration. Such writing shall be delivered to the Director of Human Resources within fifteen (15) working days of the earlier of: (1) ten (10) working days having elapsed without a response from the Director of Human Resources or (2) receipt of a decision from the Director of Human Resources. Within fifteen (15) working days following the decision or response of the Director of Human Resources, the NCEA shall submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine (9) arbitrators from which an arbitrator can be selected. The AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined under definition, such dispute may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The Board and the NCEA shall equally share the expenses of the arbitrator. Each, however, shall be responsible for any additional expense incurred including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the NCEA.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Negotiated Agreement and shall only have the authority to interpret the provisions of this Negotiated Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds, or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Administration, the NCEA, and the grievant involved in the matter.

E. Alternative Arbitration Plan

Instead of Formal Procedure set forth in the preceding paragraph, and if both the Board and NCEA mutually agree, the alternative arbitration plan set forth in this Section shall be utilized.

The NCEA and the Board shall maintain a list of neutrals who the parties mutually agree will hear a grievance and impartially decide the matter.

From this list, the parties shall use an alternative method of selecting the arbitrator, with the winner of a coin toss determining which party will make the first strike.

The presentation of the grievance matter may be done in summary form with witnesses giving written statements or tape recorded statements.

Each party will simultaneously submit its case posture along with written or recorded materials to the selected arbitrator and the other party. The parties may meet with the arbitrator or, if the arbitrator is too distant to come to the Dayton area, the parties may hold a teleconference.

The arbitrator's decision will be final and put in written form. The arbitrator's decision will not be precedent setting or cited in a later AAA style of grievance hearing.

The object of the alternative method is to expedite matters which lend themselves to an alternative solution and to save resources of time and money.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Negotiated Agreement and shall only have the authority to interpret the provisions of this Negotiated Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board's power to adopt budgets, establish funds, or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon the Board, the Administration, the NCEA, and the grievant involved in the matter.

**ARTICLE 5 – GENERAL WORKING CONDITIONS, JOB SECURITY, TENURE,
DISCIPLINE AND TERMINATION**

SECTION 5.01

- A. All newly hired employees shall serve a period of not more than one (1) year probation. Terminations during a probationary period need not be for just cause and are not subject to the grievance process.
- B. No employee who continues to be employed beyond the probationary term shall be terminated unless such termination is for just cause.
- C. Termination, disciplinary suspensions for more than two (2) days without pay, or disciplinary demotions or reduction of pay are subject to grievance and binding arbitration. In an arbitration of a grievance concerning termination, disciplinary suspensions for more than two (2) days without pay, or disciplinary demotions or reduction of pay, the Board shall be the moving party and present its case first. The arbitrator shall have the jurisdiction to consider the appropriateness of the discipline and can mitigate or increase the discipline.
- D. Where an employee is promoted within a Career Progression Series or by reason of mutual agreement between the parties, and the employee changes classifications, the employee shall have a forty-five (45) calendar days probationary period in the new job. If, during the forty-five (45) days probationary period, it is the decision of the Administration to return the employee to the status he/she held prior to the change of job, the employee will be notified. If the employee does not receive such notification from the Administration, then the employee's promotion or change of job is considered permanent subject to this Article and Article VI.
- E. It is the intention of the parties that the provisions of this Contract be substituted in place of whatever the statutes of Ohio would otherwise require by reason of Chapter 124 of the Ohio Revised Code.
- F. The parties agree that questions of discrimination are to be directed to the appropriate State and/or Federal agency(ies).

SECTION 5.02 – ASSUMING SUPERVISORY RESPONSIBILITIES

If and when an employee is designated as an acting supervisor, for an interim period, by the Superintendent or Assistant Superintendent, a salary/wage adjustment commensurate with the responsibilities and additional duties based on the supervisor's salary/wage scale shall be made.

If an interim supervisor needs to be identified, that person will be notified in writing prior to the individual assuming the responsibility. The letter will state when the responsibilities will begin and what those responsibilities will be while the regular supervisor is out of the District.

SECTION 5.03 – EMERGENCY CLOSING – CALAMITY DAY/ENERGY DAYS

- A. If schools are closed by the Superintendent due to inclement weather or other calamity, head custodians, maintenance workers and mechanics are to report to work (unless specifically

excused by their supervisor) as soon as it is possible to do so. Other employees shall report if requested to do so by their supervisor. All employees who work on a calamity day/energy day will be granted the option of receiving either of the following compensations: (1) an equal amount of compensatory time off; or (2) pay at their regular pay rate for all time worked during a calamity day/energy day. If compensatory time off is selected by the employee, it shall be scheduled by the supervisor at a date and time selected by the supervisor (see Article 9, Section 9.02, OVERTIME AND COMPENSATORY TIME). If compensatory pay is selected by the employee said pay shall be in addition to the regular pay that he/she would have received if he/she had not been called into work on the calamity day/energy day.

- B. No employee shall be required to take vacation during calamity days/energy days.

SECTION 5.04 – VACANCY/TRANSFER PROCEDURE, JOB POSTINGS, AND SUBSTITUTES

A. Vacancy/Transfer Procedure

A vacancy is defined as an available position in the classified service. The Board shall determine when a position shall be filled.

Except as shown in 5 and 6 below, the following procedure shall prevail.

1. Lateral voluntary transfers from current employees shall be by classification seniority from within the classification in which the opening occurs.
2. Promotional opportunities shall be filled from within the Career Progression Series by seniority within the Career Progression Series from the qualified applicants.
3. If it is determined that no qualified current employees in the Career Progression Series exists, the District shall offer the position to current NCEA employees by district-wide seniority. If no qualified candidate exists, the Board may seek outside candidates.
4. All positions filled by voluntary transfers or promotions shall have a forty-five (45) calendar day probationary period. Either the employer or employee may decide to terminate the probationary period and return to their previous classification without reprisal. Such decision by the employer is not subject to the grievance procedure. A substitute shall be placed in the employee's previous position up to the maximum probationary period.

A successful applicant can accept a vacated position with the understanding that the transferred or promoted employee may return to his/her previous position within the forty-five (45) calendar day probationary period.

5. Clerical Series/Principal's Secretary

A Principal shall have discretion to select his or her secretary without regard to the above rules, provided, however, the Principal shall state in writing the qualities that he or she is seeking, which qualities shall not be unreasonable. All inside candidates will be interviewed. This provision shall supercede the displacement provisions in Article 6.01(B).

6. **Food Service Managers**

The Director of Food Service shall have the discretion to select Food Service Managers without regard to the above rules; provided, however, that all inside candidates will be interviewed, and further provided that Elementary Food Service Managers may voluntarily laterally transfer between Elementary Buildings, and Middle School Food Service Managers, MVCTC Food Service Manager and High School Food Service Managers may voluntarily laterally transfer between the Middle School and the High School under paragraph (A) above.

7. **Meaning of "Qualified"**

a) For purposes of this Article, and as used in Section 5.04(A)(2), the word "qualified" means a person:

- (1) Who, within the last year, or for any two out of the last three years, has averaged 96% attendance at work for all scheduled work days, and
- (2) Who has not received an overall rating or evaluation of "unsatisfactory" on his or her evaluation. If there has been no written evaluation within the past two years, a person shall be presumed to be satisfactory, and
- (3) Holds a certificate of qualification for the job involved, if a certificate of qualification is required, and
- (4) Has passed or is able to pass a "Med-Work" examination, if such examination is required, and
- (5) Meets such objective requirements for the job as are posted.

b) For the purpose of this Section 5.04, and especially for determining average attendance as referenced in (7)(a)(1) above, the phrase "incident of absence" shall mean one unbroken period of absence from work for any reason beginning with the first day of absence and ending on the day the employee returns to work. By way of illustration, if an employee is absent Monday and does not return to work until the following Friday, such absences on Monday, Tuesday, Wednesday, and Thursday together constitute a single incident of absence. As another example, if an employee is absent on the day immediately preceding the winter break, and does not return to work until the work day following the first scheduled work day after the winter break, such two days of absence constitutes a single incident of absence.

For purposes of determining average attendance under (A)(7)(a)(1) above, an employee, at his or her option, and prior to the determination of average attendance for that employee, may request that any one incident of absence which was more than four scheduled work days in length not be counted as an absence for the purpose of determining average attendance for the last year or any two of the last three years. The request shall be granted if the employee presents evidence satisfactory to his supervisor that he or she was admitted as an in-patient in any hospital during such incident of absence that the employee requests not be counted or presents a completed statement signed by a physician. Similarly, if such employee requests that an incident of absence not be counted when such absence was due to an illness or injury in the employee's immediate family, the request will be granted:

- (1) if the employee had available to him or her and used, sick leave and
- (2) during the incident of absence that the employee requests not be counted:
 - (a) the immediate member of the family was admitted as an in-patient in any hospital and the employee presents satisfactory evidence of such to his supervisor, or
 - (b) in the opinion of a physician who treated the immediate family member, the employee's assistance in the home of the immediate family member was medically necessary and verification is prepared and signed by such physician.

B. Job Postings and Substitutes

All bargaining unit vacancies shall be posted for no less than five (5) days in a designated location(s) within the building (i.e., Bulletin Board, Food Service area, or custodian area). Each posting shall contain the cutoff date for applications. If there are no applications from within or without the bargaining unit prior to the cutoff date, the vacancies must be reposted in order to be permanently filled.

All posted vacant positions will also be put on the telephone "job line".

Substitutes may not be used in the same job position for more than a 65 consecutive work day period unless the reason the substitute is used is due to illness or leave of absence of the employee who normally fills the position.

SECTION 5.05 – PERSONNEL FILES

- A. An employee may review, upon written request, the contents of either the building file or the Central Office file. Review of file material shall occur in the presence of the administrator responsible for the file. The employee shall be allowed to bring another individual to serve as a witness during the examination of the file. The review shall occur at a mutually convenient time and date for the parties involved.
- B. During the review of the file, the employee may request an item or items be removed. If the employee and the administrator agree to remove an item or items, it shall be done immediately. The employee may also make written responses to any item in either file. Responses shall be attached to the item in question. Anonymous information shall not be placed in either file.
- C. Prior to any complaint being placed in a file, it shall be initialed by the administrator directing its placement and the employee. Initialing the item does not mean agreement with its content, only knowledge of its existence.
- D. Any disciplinary action taken against an employee for unauthorized absence which occurred prior to May 1, 1990, shall not be counted in the disciplinary sequence of consequences for such unauthorized absence which might occur between May 1, 1990, and the duration of this Agreement.

- E. A record of discipline more than five (5) years old shall not be in the basis of new discipline unless the offense referred to in that record has been repeated within the past five (5) years.

SECTION 5.06 – BACKGROUND CHECKS

- A. Upon timely submission of documents and/or receipts, the Board shall reimburse all quarter time employees for all cost(s) and expenses(s) related to mandatory BCI and FBI criminal records checks.

ARTICLE 6 – LAYOFFS AND RECALLS

SECTION 6.01 – LAYOFFS

- A. Layoffs and recalls of employees shall be governed by this Article. A “layoff” is an involuntary reduction of the work force for reasons other than discipline, resignations, or attrition. The reasons for layoff shall include:

1. Abolishment of the job or position.
2. Temporary lack of work in the job or position expected to last less than one year.
3. Lack of funds or financial reasons.
4. Reorganization or work force for efficient operation.

Whenever it is necessary in the judgment of the Board to lay off employees, the Board or the Superintendent shall first advise the Association President of the nature of the proposed layoff including the classifications to be affected and/or the number of persons in each classification to be affected. Such notice shall be delivered to the President of the Association and to the affected employees a minimum of fourteen (14) calendar days prior to the implementation of RIF.

Layoffs shall be by seniority in each classification to be affected by the layoff, with those employees having the least seniority to be laid off first.

- B. An employee affected by layoff, having the ability and qualifications (including any license or permit required by law) may:
 1. displace an employee with less classification seniority in an equal or successively lower rated classification, if any, within a Career Progression Series, or
 2. displace an employee with less classification seniority in an equal or lower rated classification which the displacing employee has successfully held for at least six (6) months as an employee of the Northmont City School District since that employee’s last date of hire.

No employee subject to layoff shall be required to displace (bump) into a job classification with less hours. However, an employee who has the opportunity to displace (bump) into a job with equal or more hours than the job the employee lost by reason of layoff and who refused such opportunity, loses the right of recall. Unless otherwise provided in this Contract, an employee, once laid off shall have recall rights into a job of at least the same hours as such employee lost, even if the employee accepts a job of lesser hours in the interim.

C. For purpose of this Article, Career Progression Series are as follows:

Catering

Catering Manager
Food Service Catering Worker

Clerical

Multi Media/Technology Specialist
Secretary/Principal's Secretary/
High School Registrar
Elementary/M.S. Asst. Secretary

Custodial

Senior High Head Custodian
Middle School Head Custodian
Elementary Head Custodian
Full Time Custodian
Part Time Custodian
Summer Workers
Casual Workers

Food Service

High School Manager
MVCTC Manager
Middle School Manager
Elementary Manager
Assistant/Production Manager
Manager Trainee
Cook
Cook Trainee
Cashier/District Floating Cashier
After School Snack Line
Relief Cashier
Food Service Worker

Maintenance

Skilled Maintenance/Master Mechanic
General Maintenance/Mechanic
Fuel Attendant

Para-Professionals

Para-Professional I
Para-Professional II
Para-Professional III
Educational Monitor
Educational Assistant

Transportation

Bus Driver
Bus Assistant

Warehouse District/Warehouse Food Service

Warehouse Manager
Warehouse Delivery

When a new non-teaching position or job classification is established by the Board having a sufficient community of interest with the job classifications set forth above, such newly established position or job classification shall, upon mutual agreement by the Board and the Association, be included in the bargaining unit.

All employees whose classification is not listed above shall be excluded from the bargaining unit.

Summer Workers are defined as those employees hired to perform custodial work and/or year and grounds duties.

For the purpose of clarification, category headings are listed alphabetically and are not intended to set a priority order in the Career Progression Series.

During the 2014-15 school year, a committee comprised of Paraprofessionals, District Administrative members and NCEA leadership will investigate skills and training requirements

for Paraprofessionals. The committee may make recommendations to the collective bargaining teams, not to be implemented prior to the completion of negotiations.

SECTION 6.02 – RECALL RIGHTS

- A. The names of employees who are laid off shall be placed on a recall list following such layoff.
- B. The recall period shall begin the day following the last actual work date of the employee being affected by the reduction.
- C. Non-probationary employees have indefinite recall rights except as set forth herein. Probationary employees shall have no recall rights.
- D. Employees on the recall list shall have the following rights:
 - 1. No new employee will be employed by the Board while there are employees on the recall list, willing and able to serve in that job classification area. Such employees on the recall list shall be recalled according to seniority: last out, first-to-be-recalled.
 - 2. When a determination is made to fill vacancies, a certified letter will be sent to the last known address of all employees on the recall list who are qualified according to these provisions. It is the employee's responsibility to keep the Office of Human Resources informed of his/her current address. All employees are required to respond, in writing, to the Office of Human Resources within nine (9) calendar days of the mailing date of the certified letter. The most senior of those responding shall be assigned to vacant positions. Any employee who fails to respond within nine (9) calendar days, or who declines to accept a tendered position of an equal or greater number of hours than the position last held will forfeit all recall rights.
 - 3. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to that status with the same seniority, accumulation of sick leave, and wage schedule placement as he enjoyed at the time of reduction.
 - 4. During the first eighteen (18) months that an employee no longer qualifies for paid insurance, the employee shall remain a part of the employee group for insurance purposes, provided that the employee pays to the Treasurer, monthly, in advance, the full cost of the insurance premiums which he wishes to maintain.
 - 5. When/if a position is contemplated for creating or modification or if the qualifications of a position are being considered for modification, management shall meet with the Association to discuss the impact on the wages, hours, and other terms and conditions of employment prior to implementation.

ARTICLE 7 – LEAVES

SECTION 7.01 – ABUSE OF LEAVE BENEFITS

The Board reserves the right to take appropriate disciplinary acting when an abuse of leave benefits exists.

SECTION 7.02 – SICK LEAVE

A. General Rules

Each employee shall be entitled to one and one-quarter (1¼) days of sick leave per calendar month which shall accumulate at the rate of fifteen (15) days per year. Employees who, at the beginning of the school year (July 1), have less than ten (10) days accumulated sick leave may be advanced up to ten (10) days as needed for covered absences at their request, but not more than the number of days equal to the difference between ten (10) days and the balance of the employees accumulated sick leave at the beginning of the school year.

1. At the close of each school year (June 30), the unused portion of the annual sick leave shall be placed in reserve, not to exceed a maximum of 249 days.
2. There is no limit to the number of accumulated sick leave days that can be used during any one school year.
3. The previously accumulated sick leave of an employee who leaves the service of the Board shall be placed to his credit upon his re-employment by the Board.
4. An employee who transfers from the service of any other public agency in the State of Ohio shall be credited with the unused balance of his accumulated sick leave up to the maximum established in this Agreement.
5. All applications for use of sick leave shall be made on appropriate forms prescribed by the Board and shall be filed with the Superintendent's Office within ten (10) days after the employee returns to duty.

B. Purposes for Which Sick Leave May Be Used:

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative, and for absence due to illness or injury in the employee's immediate family.

1. **Personal Illness:** If an employee is absent from duty because of personal illness, and if he sees a physician, the physician's name, address, and date consulted shall be listed on the Sick Leave Application Form. Routine doctor, dental and visual care appointments are acceptable uses of sick leave when limited to one-half day per absence.

2. **Illness or Injury in the Immediate Family:** Immediate family is defined as the parent, brother, sister, husband, wife, child, or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address and date consulted shall be listed on the Sick Leave Application Form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence and if the employee must accompany the immediate family member.
3. **Death of a Close Relative:** Up to five (5) days' absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e., husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.
4. **Death of a Close Friend or Remote Relative:** Up to one (1) days' absence without loss of pay will be allowed when the death is that of a close friend or more remote relative, i.e., sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested, in writing, from the Superintendent.
5. **Pregnancy:** For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies same.

C. NCEA Employee Hardship Fund

Once every school year, the Board shall match the total contributions by unit members up to an amount not to exceed \$1500.00. Such amount shall be paid over to the NCEA for an Employee Hardship Fund. The fund shall be administered by the NCEA. The manner of subsidization may be by gift or loan as may be authorized by the NCEA. Although the fund shall be administered by the NCEA, the NCEA shall, no less than once per year, account to the Board on such matters as the size of the fund and the names of the unit members who benefited from the fund, including the amounts. The NCEA shall adopt and provide to the Board a current copy of the rules and regulations pertaining to the fund.

SECTION 7.03 - PERSONAL LEAVE

- A. **Authorization –** Each employee shall be authorized to use three (3) days each school year for necessary personal leave in order to take care of matters of business which, cannot under ordinary circumstances, be taken care of except during work hours. Personal leave may not be used for recreation, to extend a vacation or holiday, to accompany anyone on a business or vacation trip, or to celebrate personal events except to celebrate weddings, graduations, or military honors, all of which are occurring in the "immediate family" as that term is used in this Article [Article 7, Section 7.02(B)(2)].

Acceptable reasons for the use of personal leave shall include the following:

1. Weddings in the immediate family/remote family
2. Graduations or military honors in the immediate family/remote family
3. Receiving an award for contributions to education, community, or church, or for a member of immediate family/remote family receiving the same.
4. Moving from one residence to another.
5. Legal transactions or legal proceedings
6. Meeting or conventions where employee is an officer or elected delegate
7. Religious holidays

8. Emergencies requiring immediate action
9. Parent conference of employee's dependent.
10. College registration/visitation
11. Transporting to and from college
12. State Employment Retirement System inquiry
13. Appointment with I.R.S.
14. Adoption of child
15. Other

*Absences for legitimate reasons not listed may be granted upon written requests and approved by the Superintendent or his/her designee.

No personal leave shall be taken or used during the first week and the last two weeks of school except for weddings, graduations, or military honors, all occurring in the immediate family.

- B. Notification – Notification shall be given to the Building Principal or Supervisor, as may be appropriate, in writing, three (3) work days in advance of the use of the personal leave.
- C. Use of Personal Leave – No more than one (1) person in each of the elementary buildings, no more than two (2) persons in each middle school, no more than three (3) persons in the senior high school, and no more than four (4) persons at the service center may use personal leave on the same day. It is important that the employee give written notice as early as possible because these days will be “first come first served”.
- D. Emergency – Notwithstanding the limitations of paragraphs B and C, one (1) day of personal leave may be taken on an emergency basis and the restrictions of paragraphs B and C shall not apply to that day.

If the employee has already used a day pursuant to the previous paragraph, another day of personal leave will not be allowed unless the employee has remaining personal leave days and the requirements of paragraphs B and C are met, unless the Superintendent in his/her sole discretion so authorizes.

- E. Personal leave may be taken in whole or half day increments, but not otherwise.

SECTION 7.04 – PHYSICAL ASSAULT LEAVE

The Board shall provide physical assault leave for employees who are absent due to the physical disability resulting from a physical assault which occurs while the employee is in the performance of his/her duties for the Board of Education. The following procedures shall apply:

- A. Physical assault leave shall be limited to sixty (60) working days per school year.
- B. Employees who use physical assault leave shall complete the necessary forms and receive the approval of the appropriate supervisor.
- C. Physical assault leave shall not cause any loss of pay, nor be charged against sick leave, providing proper medical verification is supplied by the employee to the appropriate supervisor.
- D. The employee must supply the appropriate supervisor with all facts related to the assault and be willing to pursue school or legal disciplinary action against the responsibility party or parties.

SECTION 7.05 – LEAVES OF ABSENCE

General Leaves of Absence

A general leave of absence shall be defined as a Board approved absence from work. An employee should not be paid wages or Board-paid fringe benefits while on an approved Leave of Absence.

The employment status of any employee on Leave of Absence shall continue to run during the period of such leave and shall be subject to layoff, dismissal, transfer, or as otherwise provided by law.

General Leaves of Absence may be approved for the following purposes:

- A. Studies designed to improve or broaden skills so as to become a better employee.
- B. Other purposes deemed acceptable by the Superintendent.

To be eligible for consideration for a General Leave of Absence, an employee must have completed three (3) or more consecutive years of service in the Northmont District. All requests for General Leaves of Absence must be submitted in writing to the Director of Human Resources. The request shall include the purpose and the proposed starting and ending dates of such leave. Such leave shall be for the remainder of the current semesters or school year, and may be granted for an additional two consecutive semesters upon application, recommendation by the Superintendent, and approval by the Board. All Leaves of Absence are subject to the recommendation of the Superintendent, and approval by the Board. All Leaves of Absence are subject to the recommendation of the Superintendent and approval by the Northmont Board of Education.

An employee intending to resume to work, or to request to extend a leave for an additional two (2) consecutive semesters, shall, by March 15 of the year in which the leave ends, send notification of said intent to the Director of Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the employee does not wish to return to working service and has, therefore, resigned at the end of the current Leave of Absence period. Employees returning to service following a period of time in which they have applied for, and have received approval of, two Leaves of Absence requests shall not be eligible for further Leaves of Absence until they have completed an additional three (3) consecutive years of service in the Northmont District.

An employee may continue to participate in District group insurance programs provided he is willing to assume the full premium cost of such coverage. Such payments shall be made, in advance, by the employee in a manner prescribed by the Treasurer of the District. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for General Leaves of Absence.

Maternity/Paternity/Child Care Leave

Maternity

Maternity Leave without pay shall be granted to any female employee in the absence of sufficient sick leave to cover the period of disability connected with pregnancy. The period of disability shall be defined as the period prior to birth and following birth in which the employee's doctor certifies that the employee is unable to perform her duties.

Applications shall be made in writing as soon as practical in advance of the Leave. The request shall be accompanied by a note from the attending physician indicating his/her opinion as to the expected date

of birth and his/her recommendation as to when the employee should cease performing work duties. In case of a miscarriage, the employee shall be entitled to reinstatement as soon as practical, provided a written request for reinstatement is submitted to the Assistant Superintendent for Human Resources at least five (5) working days prior to returning to the work assignment.

Child Care

This provision shall be in addition to and shall not reduce the rights and benefits guaranteed by the provisions of the Family Medical Leave Act (FMLA).

An employee who has completed two (2) or more consecutive years of service in the Northmont District may, subject to the recommendation of the Superintendent and approval of the Board, be granted a Leave of Absence without pay.

The employment status of any employee on Leave of Absence shall continue to run during the period of such leave and shall be subject to layoff, dismissal, transfer, or as otherwise provided by law.

All requests for Maternity/Paternity/Child Care Leaves of Absence must be submitted in writing to the Director of Human Resources. The request shall include the purpose and the proposed starting and ending dates of leave. Such leave will be for the remainder of the current semester, or school year, and may be granted for an additional two (2) consecutive semesters upon application and approval by the Board. All Maternity/Paternity/Child Care Leaves of Absence are subject to the recommendation of the Superintendent and approval by the Board of Education. Such leave shall commence immediately following the period of disability as defined in the Maternity section of this procedure in the case of a female employee giving birth. In the case of adoption, or in the case of a male employee, the leave may commence at the date approved following birth or adoption.

In cases involving adoption, the adopting parent/employee shall notify the Director of Human Resources as soon as the date of adoption has been determined and shall also provide a statement from the Adoption Agency including the custody date.

Applications shall be made in writing not later than twenty (20) working days prior to the effective date of the leave. The request shall be accompanied by a note from the attending physician indicating his opinion as to the expected date of birth and his recommendation as to when the employee should cease performing work duties. In case of a miscarriage, the employee shall be entitled to reinstatement at the beginning of the next quarter, provided a written request for reinstatement is submitted to the Director of Human Resources at least fifteen (15) working days prior to the beginning of the next quarter.

An employee intending to resume work, or to request to extend a leave for an additional two (2) consecutive semesters, shall, by March 15 of the year in which the leave ends, send notification of said intent to the Director of Human Resources. Failure to provide such notification shall be deemed by the Board to be an indication that the employee does not wish to return to working service and has, therefore, resigned at the end of the current Leave of Absence period. Employees returning to work following a second leave of absence shall not be eligible for further Leaves of Absence until they have completed an additional three (3) consecutive years of service in the Northmont District.

An employee may continue to participate in District group insurance programs provided he/she is willing to assume the full premium cost of such coverage. Such payments shall be made, in advance, by the employee in a manner prescribed by the Treasurer of the District. Employees wishing to continue their participation in District group insurance programs shall state such intentions with their request for Maternity/Paternity/Child Care Leaves of Absence.

Use of a Maternity/Paternity/Child Care Leaves of Absence for a purpose other than those stated herein shall constitute grounds for dismissal.

Time spent on approved Maternity/Paternity/Child Care Leaves of Absence shall not count towards seniority for any purpose described in this Agreement, nor shall it count toward wage increments. An approved Maternity/Paternity/Child Care Leaves of Absence shall not be considered an interruption of continuous service for the purpose of determining seniority. However, seniority shall not accrue during the term of the Leave of Absence.

Extended Illness Leave

Subject to the recommendation of the Superintendent and approval by the Board, an employee may be granted a Leave of Absence without pay for up to two (2) consecutive years when personal illness, illness in the immediate family, or disability is the reason for the request.

Military Leave of Absence

Military Leave of Absence shall be granted to any employee who may be drafted or recalled to active duty in the armed forces in accordance with Section 3319.14 of the Ohio Revised Code. Voluntary re-enlistment immediately terminates military leave granted by the Board of Education.

SECTION 7.06 – OTHER ABSENCES

- A. **Notification of Absence.** An employee who anticipates being absent from duty shall notify his supervisor as early as possible prior to the regular starting time.
- B. **Notification Requested.** Employees are requested to notify their supervisor of any anticipated lengthy absence; i.e., serious illness, major surgery, pregnancy, and other emergencies and indicate their intentions for fulfilling their contractual obligations.
- C. **Court Appearance.** An employee who serves as a juror or selected as a juror shall be paid the difference between the court payment and his regular salary. The employee will receive his full daily wage from the Board by endorsing the jury duty paycheck to the Board.

An employee subpoenaed as a witness in court shall be paid the difference between the court payment and his regular salary. The employee will receive his full daily wage from the Board by endorsing the witness payment to the Board.

- D. **Absence Without Pay.** Employees who have accumulated a minimum of seventy (70) days sick leave at the beginning of a school year may be granted, upon written request, absence without pay for one instance up to but not exceeding three (3) working days. Such requests shall be submitted to the Assistant Superintendent for Human Resources a minimum of ten (10) working days prior to the date of intended use. Such absence shall result in a deduction in pay at the employee's current per diem, but the employee shall not be subject to disciplinary action from this absence. An employee who elects to take this absence without pay shall not be eligible for another such absence until he has accumulated ninety-five (95) days of sick leave at the beginning of a school year. No more than one such instance of absence without pay shall be permitted in any one school year. Employees whose duty days annually exceed 220 shall not be eligible for this option.

E. Absence for reasons other than those allowed elsewhere in this Agreement is unauthorized. Employees who are absent from their job without authorization may be given a verbal warning on the first instance and a written notation of such warning shall be placed in the employee's Personnel File. On the second such instance of unauthorized absence a written reprimand will be given to the employee, also with a copy placed in the Personnel File. The third such unauthorized absence shall cause the employee to be subject to suspension or dismissal.

F. **Family Medical Leave Act**

In complying with the Family Medical Leave Act (F.M.L.A.), the District will adhere to the requirement of applicable Federal and State Laws, except for the following requirements of the F.M.L.A. that are specifically and expressly waived by the District pursuant to Section 403 of the F.M.L.A. which permits and encourages employers to grant more liberal benefits than those afforded by the F.M.L.A.

District employees requesting F.M.L.A. leave shall not be required to have worked for the District for at least 12 months preceding the beginning of the leave; and

District employees requesting F.M.L.A. leave shall not be required to have worked at least 1,250 hours in the 12 months preceding the beginning of the leave.

SECTION 7.07 – ATTENDANCE INCENTIVE

If an employee uses no personal leave during a school year, then, at the conclusion of that school year, that employee shall have the option of receiving one (1) day of permanent severance pay or an additional day of sick leave accumulation, even if, by reason of such additional day, the total accumulation exceeds the maximum permitted by this agreement. This paragraph is not applicable to an employee who is absent from duty in excess of 90 days in a school year.

ARTICLE 8 – CLASSIFICATION AGREEMENTS

SECTION 8.01 – CUSTODIAL EMPLOYEES

- A. It shall be the responsibility of the building administrator to determine when a custodian is needed in the building for Saturday and Sunday activities.
- B. Building Principals shall use their own building custodians for weekend overtime by seniority. If none of the building custodians are available, then the Principal will go to the Northmont District list.
- C. The building administrator and head custodian shall work cooperatively to improve the conditions as so stated below:
 - 1. Better custodial equipment
 - 2. Removal of ice and snow equipment
 - 3. Improve the ways of preventing destructiveness in school buildings and outside grounds.

- D. Head custodians will work a forty-hour week as follows: 8-hour day exclusive of lunch, to include two (2) fifteen (15) minute breaks, one morning and one afternoon; one-half hour lunch break. Full-time head custodians shall be assigned to 261 duty days annually, with an adjusted anniversary date of July 1.
- E. Full-time second and third shift custodians will work an 8-hour shift inclusive of one-half hour lunch break. Duty days shall be 261 annually with an adjusted anniversary date of July 1.
- F. Part time custodians shall work duty days and daily hours as assigned by the Director of Operations.
- G. All custodians in the same building should indicate to the head custodian if they are interested in working overtime assignments. Overtime will be assigned on a rotational basis among the custodians in the building.
- H. Custodians shall not be evaluated by Head Custodians.
- I. Summer Custodian Work
 - 1. The rate of pay for Summer Custodian Workers shall be equal to the negotiated hourly rate.
 - 2. Northmont custodians who are paid less than the aforesaid minimum wage for their regular assignments shall be paid the minimum wage for all summer custodian work.
 - 3. Northmont custodians who are paid more than the aforesaid minimum wage for their regular assignments shall be paid at their regular assignment wage for all summer custodian work.
- J. In order to better identify unit members as employees of the District, to foster a consistent and professional appearance among the workforce, and to improve safety, employees of the District are expected to dress in a uniform manner. In order to assist unit members in achieving these expectations, the District shall provide each contracted custodial employee with up to seven (7) shirts each contract year. Further, the Board will provide reimbursement to the Head Custodian of up to \$300 over the period July 1, 2014 through June 30, 2017 for the purchase of cold weather clothing.
- K. The principal shall provide the Head Custodian with a list of people to contact when additional assistance is needed for special events and/or other emergency situations. The Head Custodian shall call from the list until the list is exhausted or adequate assistance is secured. The Head Custodian shall then report to the building principal or supervisor, who will then provide assistance if necessary regarding the need for additional assistance. The Head Custodian shall be held harmless from discipline as a result of this circumstance.

SECTION 8.02 – SUMMER WORKERS – SUMMER EMPLOYMENT

Current bargaining unit members have first option to accept or reject positions offered as Summer Employment.

Employees who are hired to full Summer Employment positions and who are not regular nine (9) month custodians shall be compensated at the negotiated rate for Summer Workers. Regular nine (9) month

custodians shall be compensated at their regular hourly rate or the summer hourly rate, whichever is greater. See Appendix A, Salary Schedules.

Notwithstanding Article 1, Section 1.01 of this agreement, Summer Workers hired from outside the bargaining unit shall not be considered part of the bargaining unit and shall not be subject to the provisions of this agreement.

Summer Employment positions shall be posted and shall include the title of the position, the duration, the rate of pay, the qualifications required and a brief description of the duties and responsibilities.

Summer Workers shall earn seniority as a summer worker for time employed in summer positions but shall not be entitled to use paid sick leave, paid personal leave or holiday pay during the term of summer employment.

Summer Workers shall be granted a one (1) time only medical leave of absence. Such leave shall not be considered a break in seniority. The leave does not increase seniority. The employee shall provide a medical excuse for the absence.

When a Summer Worker is not employed by the district due to lack of work or adequate finances the Summer Worker shall not suffer a break in seniority but shall not accrue seniority. An application must be filed in order to maintain seniority.

A Summer Worker who holds a full-time Summer Assignment waives the right to any extra assignment during the work day.

Job Sharing of Summer Work assignments may be permitted at the discretion of management. Management decisions regarding Job Sharing are not subject to the grievance procedure.

SECTION 8.03 – CASUAL WORKERS

- A. Casual Worker positions shall be defined as Stadium Clean-up, Special Event Clean-up, and other work, excluding Summer Work, which has been traditionally assigned to students and/or teachers.
- B. Casual work positions shall be posted as defined in Section 8.02 of this agreement.
- C. Employees who are assigned Casual work shall earn seniority credit in the Custodial Career Progression defined in Section 6.01 of this agreement.
- D. Notwithstanding Article 1, Section 1.01 of this agreement, Casual workers hired from outside the bargaining unit shall not be considered part of the bargaining unit and shall not be subject to the provisions of this agreement.

SECTION 8.04 – WAREHOUSE MANAGERS AND WAREHOUSE DELIVERY

- A. The Job appointment notice shall stipulate the number of working days and the number of hours per day, exclusive of lunch.

SECTION 8.05 – MECHANICS AND MAINTENANCE

- A. If upon prior approval of the Director of Human Resources, an employee attends a training seminar/class for the purpose of improving skills and/or becoming certified, all costs shall be paid by the Board of Education.

For each certification that either a mechanic or maintenance employee receives he/she shall be paid a one-time bonus of \$150.00

- B. Job assignment for full-time mechanics and maintenance workers shall be 261 days annually, 8 hours per day, with an adjusted anniversary date of July 1. Working day shall be 8-hours exclusive of lunch.
- C. The Board shall provide an annual boot allowance not to exceed \$200. Further, the Board will provide reimbursement to the employee of up to \$300 over the period July 1, 2014 through June 30, 2017 for the purchase of cold weather clothing. In order to better identify unit members as employees of the District, to foster a consistent and professional appearance among the workforce and to improve safety, employees of the District are expected to dress in a uniform manner. In order to assist unit members in achieving these expectations, the District shall provide uniforms for mechanics and maintenance personnel with one change per day.
- D. Part-time employees in this classification shall work duty days and hours as assigned by the supervisor.
- E. Unit members shall be reimbursed for the difference in cost between a regular driver's license and a CDL. The Board will purchase all required driving abstracts.
- F. Mechanic and maintenance employees who are called to come into work outside of their regular working hours due to emergencies or other special circumstances shall be paid a minimum of two (2) hours at their regular pay.

SECTION 8.06 – SECRETARIES/ASSISTANT SECRETARIES

- A. All secretaries shall have a 15-minute break in the morning and a 15-minute break in the afternoon, as assigned by the School Principal.
- B. The Job appointment notice shall stipulate the number of working days and the number of hours per day, exclusive of lunch.
- C. Secretaries shall have an uninterrupted 30-minute lunch period.
- D. If an Assistant Secretary is available, the task of distributing medicine to students and of handling student discipline should be done by the Assistant Secretary.
- E. The Board shall provide appropriate training to all employees who are responsible for the distribution of medicine to and/or the performance of any medical procedure on students.

SECTION 8.07 - FOOD SERVICE

- A. The managers' wage rate will be based on the type of kitchen they supervise.
- B. The Middle School, MVCTC Food Service Manager and Senior High School management shall work two (2) days prior to school starting and one (1) day after school ends. The elementary manager shall work one (1) day prior to school starting with up to six (6) hours of help.
- C. The cooks and manager trainees in the on-site kitchens shall work one (1) day prior to school starting.
- D. All food service personnel traveling between schools as a part of their daily job will have travel time included in their work day and shall be reimbursed at the current IRS rate (see Section 8.14) for all business miles traveled in their personal vehicle.
- E. A person selected by the food service director may be placed at the middle school and senior high to serve as a manager trainee. The manager trainee may be rotated between the middle school and senior high to gain practical experience. He/she will be paid an additional two percent (2%) of the cooks' wage rate at their experience level. In the absence of a manager trainee, the employee providing substitute services will be paid the hourly rate of the manager trainee in this person's own experience step beginning the first (1st) day of such a temporary assignment.
- F. A person selected by the food service director will be placed at the senior high as elementary manager trainee. This person will be assigned to one elementary school but may be rotated to other elementary schools to gain practical experience.
- G. In the absence of the middle school or senior high manager, the manager trainee who assumes the position of manager will be paid from the middle school/senior high manager wage schedule in the manager trainee's own experience step beginning on the first (1st) day of such a temporary assignment.
- H. In the absence of an off-site elementary manager, the elementary manager trainee (or manager trainee) will assume the position of elementary manager. The manager trainee will be paid from the elementary manager wage schedule, in the manager trainee's own experience step, beginning on the first (1st) days of such a temporary assignment.
- I. In the absence of an elementary on-site manager, the cook assuming the position of the manager will be paid the hourly rate from the elementary manager wage schedule in the cook's own experience step, beginning on the first (1st) day of such a temporary assignment.
- J. Food Service employees shall not be evaluated by Food Service Managers.
- K. In the absence of a truck driver, the substitute drive will be used in this temporary assignment. He/she will be paid at the truck driver wage schedule at their experience step beginning on the first (1st) day of such a temporary assignment. However, any additional days worked beyond the unit member's contract shall be assigned to that unit member with the appropriate pay.
- L. In the absence of the regular cashier, the relief cashier will be paid the hourly rate from the cashier wage schedule in the relief cashier's own experience step beginning the first (1st) day in such a temporary assignment.

- M. The person (route person) who picks up daily deposits from the schools and takes them to the bank shall be paid their hourly rate for the time the route takes (to be established by the Food Service Director). He/she will also be reimbursed, at the current IRS rate (see Section 8.14), for all business miles traveled in their personal vehicle between schools and the bank. (This does not include time or mileage from the bank to their home.) The employee from the Middle School who delivers the money to High School shall be paid at their hourly rate for the time it takes.
- N. The person performing the route in the absence of the regular "route person" shall be paid in the manner described in item "M" beginning on the first (1st) day of such temporary assignment.
- O. In order to better identify unit members as employees of the District, to foster a consistent and professional appearance among the workforce, and to improve safety, employees of the District are expected to dress in a uniform manner. In order to assist unit members in achieving these expectations, a uniform allowance will be provided for food service personnel. Food service personnel shall submit itemized receipts documenting uniform purchases to the Food Service Director beginning no earlier than December 1 and no later than May 1 of each school year. The following items are approved for reimbursement: approved uniforms, leather shoes, aprons, hats, and hair nets. The established uniform and shoes for the truck driver shall also be approved for reimbursement. The reimbursement shall be paid in the last pay period of the school year.

The maximum allowance amounts are as follows:

Managers:	\$150.00
Cooks/Managers/Trainees	\$125.00
FSW/Cashiers/Truck Driver:	\$ 90.00

- P. Food service personnel working toward the prerequisite for certification, or recertification, and who have earned a minimum of certification points in each school year as required by law, shall receive a wage recognition equal to 1% of their regular annual earnings. This amount will be paid at the end of the school year.
- Q. All food service personnel who work a minimum of five (5) hours per day shall have one twenty (20) minute break to be scheduled at the discretion of the manager.
- R. Food service workers interested in working extra hours in their kitchen will have their names on a posted list by seniority. Extra work will then be assigned on a rotating basis.
- S. Two (2) food service handbooks shall be placed in each kitchen and additional copies will be issued on request to each employee. The handbook shall be kept up to date.
- T. When any organization uses a school kitchen, a food service person selected by the manager shall be present except latch key during snow emergency.
- U. Food service personnel supervising or working in a kitchen for a catered event will be paid at an extra \$2.00 per hour. This amount shall be added to their regular hourly rate.

Food service personnel interested in working this type of extra hours will have their names on a posted list by seniority and job classification. Food service personnel in the kitchen being used will have first choice of the extra work. Extra work will be assigned on a rotating basis.

Food service personnel interested in working catering will have their names on a posted list by seniority and job classification. Catering duties will be assigned by matching the employee's skills to the job. If skills are equal duties will be assigned on a rotating basis.

Food service employees shall not be assigned non-school related catering duties during their regular contractual hours of work.

For food service personnel to be eligible for an evening, Saturday, or Sunday catered event, that person must have worked that day or the preceding Friday in the case of any weekend event.

- V. Food service personnel shall be compensated for attending meetings held by the Director outside the normal work hours at their normal wage rate and shall receive no less than one (1) hours' wage for any meeting.
- W. Food service personnel shall be paid at their regular wage rate for work that exceeds fifteen (15) minutes beyond their assigned duty hours per day.
- X. Food service personnel may be granted professional leave days at the discretion of the Food Service Director.
- Y. Managers in the Northmont Food Service shall not be considered management level employees as defined in R.C. 4117.01(k) but shall nevertheless be supervisory employees with supervisory responsibilities to the extent allowed by law for members of a collective bargaining unit.
- Z. There shall be three (3) levels of pay for Elementary Food Service Manager which shall reflect the number of persons they supervise and the size of the operation at the elementary school where they work. This is reflected in the number of meals they serve. The pay grades shall be A, B, C, and will be determined by the average daily meals served in the previous year at that elementary school.

Pay Grades	Average daily meals in the previous year
A	150-260
B	261-360
C	361-475+

The current base pay for elementary food service managers will be for Grade A. Grade B will be paid three percent (3%) more than Grade A. Grade C will be paid three percent (3%) more than Grade B. If an elementary food service manager achieves a pay grade at a specific elementary, so long as he/she remains at that elementary, the pay grade will not be reduced even if the daily meal count falls.

SECTION 8.08 - CATERING

Food Service employees who wish to be considered for catering assignments may volunteer by placing their name on a list. Management shall select employees for such assignments from the list of

volunteers starting with the employee with the greatest classification seniority. Assignments shall be rotated through the list until all volunteers have been offered an opportunity to accept such assignments. If an employee rejects an assignment he/she shall be moved to the bottom of the list. The date and starting time of the catering assignment shall be established prior to offering such assignments to volunteers. The total hours related to each assignment shall be flexible and shall be determined based on the need for workers to complete such work.

SECTION 8.09 – MULTI-MEDIA/TECHNOLOGY SPECIALISTS

- A. All Multi-Media/Technology Specialists shall have a 15-minute break in the morning and a 15-minute break in the afternoon.
- B. The Job Appointment Notice shall stipulate the number of working days and the number of hours per day, exclusive of lunch.
- C. All Multi-Media/Technology Specialists shall have a 30-minute uninterrupted lunch period.
- D. In the event the Multi-Media/Technology Specialist is absent from duty, the Building Principal will attempt to secure a substitute to staff the library for that period of absence.
- E. The Multi-Media/Technology Specialists shall be provided technology training at the Board expense.

SECTION 8.10 – BUS DRIVERS

- A. Routes will be reviewed and revised as needed during the summer months for the following school year, with driving time as equitable as possible. Drivers will be scheduled during the month of August on the basis of Bus Driver seniority with the Northmont School District for the purpose of selecting routes. Changes in a driver's route time after initial selection will be reviewed with the driver, with the final decision to be made by the supervisor.
- B. Kindergarten routes and mid-day, course-required routes will be selected on the basis of bus driver seniority with the Northmont School District by those drivers who have placed their signature on a posted sheet. Kindergarten route or mid-day, course-required route time will be paid at the driver's hourly rate for the actual time required to run the route (at least 1 hour), in addition to the driver's regular pay. If the driver of a kindergarten route requires extended leave of one week or more, the kindergarten route will be temporarily assigned to the next available driver by seniority. The driver with the temporary assignment will be removed from the day-trip board and will become ineligible for day trips. The kindergarten route will be reassigned to the original driver upon return from leave and the temporary kindergarten driver will go back on the day trip board as before.
- C. The driver's hourly rate to be paid for up to 178 days worked in accordance with the approved school calendar, plus approved holidays in equal pay periods.

When partial days are driven by a driver who has a set of blended routes (combination of multiple school calendars) total hours for this purpose shall be paid as extra driving time at the regular hourly rate, in the pay period earned. Drivers choosing blended routes shall be excused from driving, if an alternate driver can be secured on partial days.

Bus drivers choosing or assigned to drive for the Kleptz Early Learning Center Preschool routes shall have their bi-weekly pay calculation based on the Northmont calendar and not as a blended route.

- D. Driving time will be determined by the individual driver and shall be subject to the approval of the Transportation Supervisor. Driving time will begin at departure from the Bus Compound for the first route of the morning and end upon return to the Bus Compound after morning elementary route or non-public route. Driving time will resume fifteen (15) minutes prior to the first afternoon school dismissal and end after the final afternoon run and upon return to the Bus Compound.
- E. Each driver shall be allowed an additional fifteen (15) minutes per day on their total driving time to be used for pre-trip bus inspection, student write-ups and interior bus sweeping. The fifteen (15) minutes will be assigned and supervised by the supervisor.
- F. When a bus breaks down, or driver is involved in any incident or weather conditions are such that cause the driver to work ten (10) minutes or more beyond the regular driving time, that driver shall apply for reimbursement for this additional time at the driver's regular hourly rate. When the extra time or overtime is pre-assigned by the supervisor, the ten(10) minute grace period will be waived.
- G. Transportation personnel shall attend all required meetings. Attendees will be paid at their regular rate, in the pay period earned.
- H. Drivers shall be paid their regular hourly wage on field trips of two (2) hours or less. Minimum trip time shall be two (2) hours. For trips in excess of two (2) hours, drivers shall be compensated at the negotiated rate(s) for all hours involved. In 2014-15 the field trip rate shall be \$13.53 and in 2015-16 the field trip rate shall be \$13.90. An additional fifteen (15) minutes will be paid for pre-trip/clean-up time for each trip if an additional pre-trip is required by law.

A log sheet shall be maintained by the bus driver indicating the actual time driven and miles traveled.

- I. Drivers who are interested in driving field trips must complete a form indicating this interest. Field trips will be posted, insofar as possible one week in advance of the trip date. Trips will be posted on the appropriate trip board on a rotational basis with drivers listed in order of seniority. Drivers whose regularly bid and assigned routes conflict with the time of a field trip will be excluded from that field trip on the field trip board.
- J. Field trips will be broken down into the following categories:
 - 1. Day trips – 9:15 a.m. to 2:00 p.m.
 - 2. Night trips – After 4:00 p.m.
 - 3. Saturdays
 - 4. Sundays and Holidays, and days when Northmont is not in session.
- K. If a driver to whom a field trip is posted on the field trip board does not accept the field trip within twenty-four (24) hours of the posting, the field trip will be posted to the next available driver. Saturday or Sunday field trips must be accepted no later than 10: a.m. on the preceding workday or they go to the emergency trip board. When a driver accepts a trip on a last minute basis, the driver will not be charged with the trip, as far as rotation.

- L. Summer Field Trips: Drivers are to indicate to the Transportation Manager their interest in driving summer field trips. Assignments will be on a rotational basis and shall be paid in the pay period earned.
- M. If a bus is left unfit due to trash and debris from a previous driver, or if time is requested for cleaning in addition to that, which is required, the additional time may be granted by the Director of Operations or the Transportation Manager.
- N. To the extent that members of the bargaining unit are able and/or available to drive school buses for field trips such trips will be driven by members of the bargaining unit. All regular routes requiring the use of Northmont school buses shall be driven by drivers who are members of the bargaining unit unless such drivers are temporarily unable and/or unavailable to drive such route.

Bargaining unit members shall be used to drive all field trips for which the transportation costs thereof are paid by the Board and the Board owned school busses are used; provided however, that (1) members of the bargaining unit are willing, able and available to drive, and (2) Board owned school busses are available and appropriate for such trips.

- O. The Board shall reimburse affected unit members the difference between the cost of a regular driver's license and a CDL. The Board agrees to purchase all required driver abstracts.
- P. The Association and the Board recognize that although most bus drivers have a satisfactory attendance record, all drivers must have satisfactory attendance to effectively serve our community and properly perform their jobs. Accordingly, and notwithstanding Article 7, when a driver exceeds seven (7) days of absence in a school year, the following will be effective for these employees:

1. Written warning after two additional absences following seven (7) days.
2. Termination after four additional absences following seven (7) days.

Following the seventy day of absence, a bus driver may choose to have a single "Incident of Absence" excused in the same manner as any other employee under Section 5.04. Such excused absences shall not be "additional absences" for the purpose of the forgoing paragraph.

Further, this section shall not apply to any driver who, within the last school year or for any two out of the last three school years, has averaged 96% attendance at work for all scheduled work days. Additionally, this section shall not apply to any driver who is in his or her first year of employment with the Northmont City School District.

- Q. The level of health and dental insurance benefits paid by the Board at the time the employee bids on the bus route shall be maintained throughout the school year. When the Board determines that a bus route is vacant, such vacancies shall be posted and awarded based on seniority. This provision pertains only to bus routes in the category of bus drivers.
- R. All drivers will receive a daily guarantee of driving hours at the beginning of each school year. If at any time during the year, the driver's route time is increased by a minimum of fifteen (15) minutes for a period of twenty (20) school days, a new Wage Statement will be prepared to reflect the change. Example: A student is added to a driver's route that increases the route

time by fifteen (15) minutes each day for twenty (20) days. On the twenty-first (21st) school day, a new Wage Statement shall be prepared to reflect the additional time.

SECTION 8.11 – FUEL ATTENDANT

- A. Job assignment shall be 261 days annually at 8 hours per day with an adjusted anniversary date of July 1. Working day to be 8 hours exclusive of lunch.
- B. In order to better identify unit members as employees of the District, to foster a consistent and professional appearance among the workforce, and to improve safety, employees of the District are expected to dress in a uniform manner. In order to assist unit members in achieving these expectations, the Board shall provide uniforms for fuel attendants with one change per day. Further the Board will provide a yearly allowance of \$300.00 for the purchase of boots/shoes and foul weather clothing.

SECTION 8.12 – PARAPROFESSIONALS/EDUCATIONAL MONITORS/EDUCATIONAL ASSISTANTS

- A. The Job Appointment Notice shall stipulate the number of working days and the number of hours per day, exclusive of lunch.
- B. Assistants/Monitors shall be paid at their regular wage rate for work that exceeds fifteen (15) minutes beyond their assigned duty hours per day.
- C. The Board shall provide CPR training for all Paraprofessionals and all other classified personnel that are interested in such training, at Board expense.
- D. Educational Monitors at the Middle School shall work and be paid for one day before each semester so long as it is necessary for them to set up and complete work needed for study hall such as seating charts and lists of students.
- E. The Board shall provide appropriate training to all employees who are responsible for the distribution of medicine to and/or the performance of any medical procedure on students.

SECTION 8.13 – BUS ASSISTANTS

- A. Seniority will be established among the division of Bus Assistants by the terms expressed elsewhere in this Agreement.
- B. After driver selection of routes, the bus assistant will be called by seniority to select a route available for assignment.
- C. Bus Assistants will be paid an hourly rate for up to 178 duty days in accordance with the approved school calendar, plus approved holidays.
- D. Bus Assistants will receive at least one (1) week's advance notice of upcoming COPE and CPR classes and will be provided paid leave to attend such classes when attendance is necessary to maintain required certification standards.
- E. The cost of any certificate that may be required to perform the function of a Bus Assistant shall be paid by the Board.

- F. On any field trip in which a lift bus is required by reason of a student's disability, there shall be a bus assistant on board. The rate of pay shall be equal to their regular hourly rate.
- G. All bus assistants will receive a daily guarantee of driving hours at the beginning of each school year. If at any time during the year, the driver's route time is increased by a minimum of fifteen (15) minutes for a period of twenty (20) school days, a new Wage Statement will be prepared to reflect the change. . Example: A student is added to a driver's route that increases the route time by fifteen (15) minutes each day for twenty (20) days. On the twenty-first (21st) day, a new Wage Statement shall be prepared to reflect the additional time.

SECTION 8.14 – MILEAGE

Employees who are required to travel between buildings during school hours as part of their work assignment, shall be reimbursed at the current IRS rate for all business miles traveled in their personal vehicles. Said employees shall keep accurate logs of all mileage accumulation using the set of standard distances between buildings already established for administrators.

Mileage reports shall be turned in monthly on the approved forms to the employee's home base administrator. Monies owed to individuals for in-district mileage shall be paid during the month following the filing of said reports.

All employees who, as of the effective date of this Contract, and who currently have two jobs with the Northmont Schools which require travel by personal car between buildings during school hours, will qualify for mileage. All future vacancies shall indicate in the posting for such vacancy whether or not mileage will be included in the job.

ARTICLE 9 – WAGES AND BENEFITS

SECTION 9.01 – HOLIDAYS

- A. All classified employees shall be paid for the following holidays that fall within their assigned duty days:

July 4	New Year's Day
Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents' Birthday
Christmas Day	Memorial Day
Christmas Eve Day	

- B. The employee shall be paid his regular rate of pay for holidays provided each such employee accrued earnings on the work day immediately preceding and the work day immediately following such holidays or was properly excused from attendance at work on either or both of those days.
- C. In addition to the above paid holidays, employees working 220 duty days or more in the same assignment shall be entitled to the day after Thanksgiving and New Year's Eve day as a paid holiday.

- D. When an employee is required to work a legal holiday, he shall be paid time and a half for all hours worked in addition to holiday pay, which shall be paid in the pay period immediately following the time worked.

SECTION 9.02 – OVERTIME AND COMPENSATORY TIME

- A. For employees to be eligible for overtime, they must first meet the requirement of having worked over 40 hours per week or over 8 hours per day. For example, time off such as sick leave, personal leave, vacation, holidays, and calamity days do not count toward hours worked for determining overtime. If eligible for overtime, the rate will be 1.5 times the hourly rate for hours worked over 40 hours for the week or over 8 hours per day. Double time for Sunday will only be paid if an employee has worked over 40 hours for the week. All overtime shall be paid in the pay period immediately following the time worked. There shall be no pyramiding of premium pay for same hours worked. For the purpose of calculating overtime pay the standard workweek will begin at 12:01 a.m. each Monday morning.
- B. The names of employees who volunteer to work overtime shall be placed on a list by job classification, and assignments shall be offered by rotation beginning with the employee with the job classification greatest seniority. This provision applies only to transportation, custodians and food service employees.
- C. Shift Differential – Any employee who works a regularly assigned shift that begins after 2:30 p.m. shall receive a “second-shift premium” of two and one-half percent (2.5%). Any employee who works a regularly assigned shift that begins after 10:00 p.m. shall receive a “third-shift premium” of five percent (5%).
- D. Compensatory Time – Overtime will be paid in wages unless the employee and the supervisor agree to the use of comp time. Such agreement shall be made prior to the work. Comp time shall be scheduled by mutual agreement of the employee and the supervisor and must be scheduled and used during the school year in which it was earned. The calculation for comp time shall be one and one-half (1.5) hours for each hour worked.

SECTION 9.03 – SEVERANCE PAY

- A. Each employee, at the time of retirement from active service, defined as being eligible for service retirement and the filing of an application for retirement that has been approved by the appropriate retirement system, may make application to be paid for a maximum of one-third (1/3) of the maximum of one hundred eighty-six (186) days of accrued but unused sick leave. Payment for unused sick leave shall be made only once within sixty (60) days of the official retirement date as set by the retirement system to any such employee, and shall eliminate all sick leave credit accrued by that employee at that time. Base wage at the time of retirement divided by annual assigned duty days equals employee’s daily rate.
- B. In addition to the above, and beginning with the 1993-94 school year, each unit member who begins the school year with the maximum portion of sick leave in reserve [(Article 7, Section 7.02(A)(1))] and who thereafter does not use any sick leave for that school year, shall be awarded one (1) day (or a prorated amount for part-time employees) of severance pay which shall be permanent regardless of the use of sick leave after that school year. The amount to be paid and the determination as to when it shall be paid shall follow the procedure for severance pay.

- C. For purpose of this Section, an employee who has not retired, but is eligible for retirement under the State Employees' Retirement System, and who dies, shall be treated as having retired on the date of his/her death, and severance pay shall be paid to his/her estate.
- D. RETIREMENT INCENTIVE (Beginning with the 2014-15 school year)

Qualifying unit members shall be eligible to receive a retirement incentive provided that such employee has at least 10 years of consecutive Northmont service and is in a paid status immediately prior to retirement. An exception is retired-rehired unit members who shall not be eligible for the retirement incentive.

To qualify for the retirement incentive, the employee must be eligible for service retirement by June 30 under any of Ohio's public employee retirement systems and must provide written notice of retirement to the Superintendent no later than March 30 of the year he/she first becomes eligible for service retirement as follows:

1. The first year the employee becomes eligible for less than full service retirement benefits (i.e. early retirement with reduced benefits); or
2. The first year the employee becomes eligible for full service retirement benefits (i.e. maximum retirement benefits provided through the public employee retirement system).

An employee may elect to forego retirement as set forth in Section D.1., above, and may be eligible for the retirement incentive upon retiring in accordance with Section D.2. However, should the employee fail to retire in accordance with Section D.2., he/she will forfeit the right to receive this incentive.

The retirement incentive shall be calculated as follows:

- a. Employees, at any time of retirement, assigned a minimum of 35 hours per week and 200 duty days per year in the same assignment: \$200 per year of service x number of years of service (capped at 20 years);
- b. Employees, at the time of retirement, assigned more than 19 hours per week during the student school year: \$150 per year of service x number of years of service (capped at 20 years);
- c. Employees, at the time of retirement, assigned 19 hours or less per week during the student school year: \$100 per year of service x number of years of service (capped at 20 years);

The Board will pay the incentive to qualifying unit members in one lump sum payment. Such payment shall be made no later than 14 months following the effective date of the separation. The unit member shall have the right to name a beneficiary. In lieu of payment in cash, the unit member may elect payment of the incentive into an approved tax-deferred instrument.

SECTION 9.04 – VACATION

- A. All employees who, as of July 1 of the school year, are assigned to 220 duty days or more annually shall be considered to have been assigned to a “year of service” for purposes of the following schedule and shall receive paid vacation as follows:

After completing one year of service, 10 working days
 After completing five years of service, 15 working days
 After completing ten years of service, 18 working days
 After completing fifteen years of service, 20 working days
 After completing twenty years of service, 23 working days
 After completing twenty-five years of service, 25 working days

- B. Work performed on an “as needed” basis shall not count toward the calculation of the 220 days.
- C. Vacation time excludes legal holidays, if holidays fall within the time the employee is on vacation.
- D. Employees must submit requests for vacation to their appropriate supervisor and secure that supervisor’s approval. If vacation time is taken during the confines of the student school year, such requests must also be approved by the Director of Human Resources.
- E. Vacation time shall be accrued only upon the employee’s full time service as an employee of Northmont School District.
- F. Nine and ten month employees who transfer into a job with 220 duty days or more annually shall receive credit for their prior service in determining the number of vacation days they shall receive subsequent to the transfer in the following manner:

One year of service at a 9/10 month position shall equal 2/3 of a year at a 220 duty day position.
 (Example: 12 years as a bus driver would equal 8 years in a 220 duty day position)

SECTION 9.05 – HOSPITAL/MEDICAL INSURANCE

- A. All members of the bargaining unit shall be entitled to participate in the plan as set forth below either on a single or family plan as is appropriate under the circumstances and requirements of the insurer.

- B. Premium Charge for Current Enrollees:

Employees assigned a minimum of 35 hours per week and 200 duty days per year in the same assignment shall be known in this Agreement as “A Group” employees.

2014-15		Per Month Single Plan	Per Month Family Plan
A GROUP	Board Pays Toward Cost of Premium	85%	85%
	Employee Pays Cost of Premium	15%	15%

Employees assigned more than 19 hours per week during the student school year shall be known in this Agreement as "B Group" employees.

2014-15		Per Month Single Plan	Per Month Family Plan
B GROUP	Board Pays Toward Cost of Premium	85%	85%
	Employee Pays Cost of Premium	15%	15%

Employees assigned 19 hours or less per week during the student school year shall be known in this Agreement at "C Group" employees.

2014-15		Per Month Single Plan	Per Month Family Plan
C GROUP	Board Pays Toward Cost of Premium	20%	20%

Effective 2011-2012

1. An additional tier "employee plus kids" shall be provided.
2. Premiums will be deducted from two pays each month.

SECTION 9.06 - BONUS IN LIEU OF INSURANCE

- A. The bonus in lieu of insurance will continue to be offered to current unit members and to newly hired unit members except that no unit member shall qualify for more than one (1) payment including any payment made prior to this negotiated Agreement taking effect.
- B. Should such circumstances occur as would permit the employee to enroll for coverage during the twelve (12) month period (but during a time other than "open enrollment") and should the employee wish to be reinstated to coverage, such employee may be reinstated if the insurance policy permits and if the employee returns the money the employee has received for foregoing the coverage.

C. The bonus is as follows:

A Group	\$600.00
B Group	\$300.00
C Group	\$100.00

SECTION 9.07 - DENTAL INSURANCE

Dental insurance will be of the type and quality found in Article 11, Section 11.06 of the August 1, 1997 Contract between the Northmont Board of Education and the Northmont District Education Association.

The amount the employee pays toward the cost of the premium and the amount the Board pays toward the cost of the premium is determined in the same manner as Section 9.05, Hospital/Medical Insurance.

SECTION 9.08 - SPECIFICATIONS OF SELECT MEDICAL PLAN

- A. United HealthCare has designed this health care benefit program which permits you to choose between two benefit options to best meet your individual needs each time you need medical coverage.
- B. When users use a United HealthCare participating provider, you receive "In-Network" coverage. When users receive care from a provider out of the United HealthCare network, you will receive "Out-of Network" coverage.
- C. United HealthCare Plan offers users the advantages of a health maintenance organization through the "In-Network" benefit levels while the "Out-of-Network" benefit gives users freedom of provider choice.

D. In Network:

United HealthCare participating providers accept fees as payment in full and agree not to bill members for any remaining balances. Members are responsible only for stated co-payments. No claim forms are required to be completed by plan members.

E. Out of Network:

Benefits are paid using Reasonable and Customary (R&C) guidelines. R&C refers to charges or fees of a physician which are frequently determined by set services offered over a period of time within a specific geographic area. Fees charged by non-participating providers in excess of R&C limits will be the employee's responsibility and do not help satisfy out-of-pocket limits or deductibles. Any claim form required to be filed will be the plan participant's responsibility.

This Benefit Summary is intended to be a brief description of health care benefits available for employees and eligible dependents. More detail is provided in user plan booklet.

	IN-NETWORK	OUT-OF-NETWORK
Plan Features		
-Physician Services Office Visit Copay	\$15 Copay Per Visit	N/A
- Plan Coinsurance	100%; Some Services 80/20%	80%
- Emergency Room Copay Waived if Admitted	\$50	\$50
- Individual Deductible	N/A	\$150
- Family Deductible	N/A	\$300
- Individual Out-Of-Pocket	\$750 (effective 10/1/14)	\$850
- Family Out-Of-Pocket	\$1500 (effective 10/1/14)	\$1,700
Lifetime Maximum	Unlimited	\$1,000,000
Covered Services		
Physician Office Visits	\$15.00 Copay in 2011-12 Beginning in 2012-13 \$20 Copay Per Visit	20% of Eligible Expenses Not Covered
- Routine Physical Examination		20% of Eligible Expenses
- Diagnostic Lab & X-Ray		\$500 to age 1; \$150 ages 1-9
- Well Child Care/Immunizations		Not Covered
- Preventive Care		Not Covered
- Routine Vision & Hearing Exams (Limited to 1 every 12 Months)		Not Covered
- Mammograms & Pap Tests		20% of Eligible Expenses
Outpatient Diagnostic Services	100%	20% of Eligible Expenses
- Diagnostic, Laboratory and X-Ray		
Outpatient Surgery	100%	20% of Eligible Expenses
- Outpatient Surgical Care		
Outpatient Rehabilitation (In Office)		
- Physical Therapy	\$15 Copay	50% of Eligible Expenses
- Occupational Therapy	\$15 Copay	50% of Eligible Expenses
- Speech Therapy (50 treatments of any combination)	\$15 Copay	50% of Eligible Expenses
- Spinal Manipulation (Limited to \$500 per year)	Not Covered	Deductible waived; then 20% of Eligible Expenses
Hospital Care	\$250 copay per admission	20% of Eligible Expenses
- Room and board		
- Diagnostic Laboratory and X-Ray		
- Misc. Charges		
Professional Fees - Inpatient	100%	20% of Eligible Expenses
- Surgeon/Physicians		
Maternity Care	100%	20% of Eligible Expenses
- Physician Prenatal and Postnatal Care		
Emergency Care		
- Hospital Emergency Care (Copay Waived if Admitted)	\$50.00 Copay in 2011-12 Beginning in 2012-13 \$75.00	20% of Eligible Expenses
- Urgent Care Centers	\$25.00 Copay in 2011-12 Beginning in 2012-13 \$35.00	20% of Eligible Expenses
- Ambulance Services	100%	100%

United Health Care

SECTION 9.09 - GROUP TERM LIFE INSURANCE

The Board shall purchase group term life insurance in the amount of \$25,000 for each employee, plus an equal amount of accidental death and dismemberment coverage. The cost of this program shall be paid by the Board.

SECTION 9.10 – LIABILITY INSURANCE

The Board shall provide liability insurance for all non-teaching employees.

SECTION 9.11 – WAGES AND PAY PERIODS

A. 2014-2015:

The current hourly wage of unit members shall increase by 2.75% for the 2014-2015 contract year. The annual wage notice shall include the employee's wage for the 2013-2014 contract year and the employee's wage for the 2014-2015 contract year.

2015-2016:

The hourly wage of unit members shall increase by 2.75% for the 2015-2016 contract year, from the unit member's hourly wage for the 2014-2015 contract year. The annual wage notice shall include the employee's wage for the 2014-2015 contract year and the employee's wage for the 2015-2016 contract year.

The 2013-2014 pay schedule has been included in this Master Agreement as a placeholder and shall not reflect the pay increases stated herein.

Over the course of the next two contract years, administration pledges its commitment to meet with up to three (3) representatives appointed by the President of the Association to discuss the Association's questions and concerns regarding NCEA wage schedule.

- B. From time to time the representatives of NCEA and Board may negotiate rates for any new categories or temporary or "as-needed" categories. As of the execution of this contract there are two "as-needed" categories which are paid at the Paraprofessional I level which are: Visually Disabled and English as a Second Language.

The appropriate representatives of the NCEA and Board may negotiate rates for any new categories that may arise for assisting disabled children. All other Paraprofessional Ones shall be paid their regular rate unless they are specifically assigned to the above groups and above categories dealing with disabled children.

- C. Pay periods: An employee's anticipated annual earnings by reason of such employee's hourly rate, assigned duty days, and pursuant to Section 9.01 – Applicable Holidays, shall be paid in equal periods. Nine-month employees shall have the option of receiving such anticipated earnings over the course of twenty-six (26) pay periods instead of twenty-one (21) pay periods in a manner similar to the same method of pay for teaching employees.

Nine-month employees' shall notify the Treasurer, in writing on or before July 1 of the school year, if they wish a change in the manner they receive their pay; otherwise, they will be paid in the same manner as they were paid in the previous school year.

Additional days and/or partial days worked over the assigned duty days will be paid as extra time in the same pay period as earned.

- D. Initial Placement for New Employees. All new unit members shall be placed on their applicable wage schedule in accordance with their actual, verified training and experience up to a maximum of ten (10) years of outside experience.

SECTION 9.12 – TUITION FREE ATTENDANCE OF UNIT MEMBER’S CHILDREN

Non-resident bargaining unit members who qualify may enroll their natural, adopted, and custodial children in the District’s K-12 schools, tuition free. Actual placement will be on a first come, first serve, space available basis except that once enrolled, the given children will have first priority for re-enrolling the following year. The Superintendent or his/her designee will respond in writing to the requests by July 1 of the given year.

Any student receiving free tuition, as a condition of the continued receipt of free tuition, shall maintain a C average. No student shall be enrolled under this Section if that student has been expelled from another Ohio Public School and the period of expulsion has not expired.

SECTION 9.13 – SERS PICK-UP

The Board shall designate each employee’s mandatory contributions to the School Employees Retirement System of Ohio as “picked-up” by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although such pick-up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee’s income reported by the Board as subject to Federal and Ohio income tax shall be the employee’s total gross income reduced by the then current mandated percentage amount of the contribution. No employee’s total salary shall be increased by such pick-up, nor shall the Board’s total contribution to the School Employees Retirement System be increased thereby. This action shall be subject to the following stipulations:

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. The parties agree that, should the rule and regulations of the IRS or School Employees Retirement System, change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers’ compensation, shall be based on employee’s daily gross pay prior to reduction.
- D. The Board is not liable, nor, will it be held responsible, for any related legal, IRS, SERS, or any other agencies’ penalties or decisions concerning this plan, now or in the future.
- E. The Association, and its members, both severally and individually agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

SECTION 9.14 - SECTION 125 PLAN

The Board will take such action as is necessary to implement a plan consistent with Section 125 of the Internal Revenue Code in order that employees may participate in pre-tax advantages relative to their portion of health insurance premiums.

SECTION 9.15 - BENEFITS COMMITTEE

The Health Insurance Benefits Committee will investigate and study not only the available health insurance policies and health maintenance organizations, but also familiarize itself with a working knowledge of self-insurance plans.

The committee shall be a resource for the NDEA and NCEA and the Administration for purposes of negotiating this difficult and costly subject.

The committee shall be made up of twelve (12) persons, six (6) of whom shall be employees appointed by the NDEA, three (3) of whom shall be employees appointed by the NCEA, and three (3) of whom shall be employees who are not eligible for union representation under Ohio law and will be appointed by the Superintendent.

The committee shall meet as necessary at a mutually agreeable time and location. The number of such meetings shall be sufficient for the committee to complete its work.

The committee shall have no authority to issue any reports to anyone other than to such persons as the Superintendent or the President of the NDEA/NCEA may direct.

SECTION 9.16 - SUBCONTRACTING BAR

No unit member employed as of the ratification date of this Agreement shall lose his/her position or employment (see positions listed in Section 1.01, RECOGNITION) and/or the regular duties of unit members employed in those positions, due to subcontracting for the term of the collective bargaining agreement. This section does not apply to any extra-duty or temporary employment duties such as driving school busses on field trips and does not bar the School Board from laying off employees as part of the negotiated reduction in force provision.

SECTION 9.17 - USE OF PRIVATE CHARTER BUS SERVICES

The Board may permit, but shall not encourage, the use of private charter bus services on occasion; however, the use of such private charter bus services shall not conflict with the terms and provisions herein.

ARTICLE 10 - GENERAL PROVISIONS

SECTION 10.01 - NON-PREJUDICIAL WITHDRAWAL OF PROPOSALS

Any proposals made by either party during negotiations of this Contract, unless such proposals become a part of this Contract, are hereby deemed withdrawn without prejudice and may not be used as evidence in the interpretation of any provisions of this Contract.

SECTION 10.02 – DURATION AND IMPLEMENTATION

- A. Effective term of this Master Agreement shall be July 1, 2014 through June 30, 2016. Current Master Agreement will remain in effect until new Agreement takes effect on July 1, 2014.
- B. The parties agree that there has been a full and complete opportunity to present and discuss proposals and that there are no other understandings or practices other than those contained herein.
- C. Any items in this Agreement that violate any amendment to or new enactment of Federal, State, or Local laws will be null and void and be automatically terminated unless otherwise overturned by a court of competent jurisdiction.

SECTION 10.03 – DISTRICT COMMUNICATIONS TEAM

The District Communications Team, made up of the Superintendent/designee and the NCEA President/designee, shall meet a minimum of four times annually. The purpose of the committee is to promote open communication, and to prevent and solve problems through the discussion of issues. If neither party seeks a meeting, the grievance process does not apply.

ARTICLE 11 – REHIRE OF RETIREES

- A. A bargaining unit member (“employee”) may elect to return to duty immediately following retirement provided:
 - 1. The status of “retiree” under the State Employees Retirement System (SERS) begins on the next scheduled workday following the last scheduled workday of the previous school year.
 - 2. The employee is actively working throughout the scheduled workdays in the school year preceding in the school year in which the retirement commences.
 - 3. The job to which the employee proposes to return has not been eliminated nor materially altered due to reorganization.
- B. No accumulated sick leave shall be carried forward when a classified employee returns to duty.
- C. An employee returning to duty after retirement under SERS shall start at the lower of the following two pay levels:
 - 1. Such pay level the employee would have if such employee were starting his or her tenth (10th) year of service at Northmont Schools;
 - 2. Such pay level that the employee held at the time of his retirement.
- D. The highest pay level for a retired employee under this Article shall be the level of pay for ten (10) years of service at Northmont Schools, which pay level shall include any future percentage increases that may be negotiated for this pay level.

- E. The employee who elects to return to duty shall be hired for one year, and after that, employment shall be on a year-to-year basis.
- F. All employment under this Article is subject to a reduction in force, and for the purpose of a reduction in force, seniority shall be from the date of return to duty under this Article.
- G. All contracts issued to classified employees who have retired under SERS shall automatically expire at the end of the term stated and no affirmative action such as "non-renewal" need be taken by the Board of Administration.
- H. A Northmont classified employee wishing to be rehired following SERS retirement shall notify the Director of Human Resources, in writing, no later than the 31st day of March in the school year immediately preceding the school year for the proposed re-employment. The notice must state that the person is or will be retired and is seeking re-employment in the district.
- I. An employee who elects to return to duty following retirement pursuant to this Article 11, and who is assigned to 220 duty days or more annually, shall receive the same number of paid vacation days per year that he/she was entitled to receive at the time of retirement.

ARTICLE 12 – POSITIONS CHANGED BY THE ADDITION OR DELETION OF HOURS

When the Board or any of its agents elect to modify a non-transportation position resulting in an increase in the level of Board paid benefits, the modified position shall be posted.

ARTICLE 13 – SENIORITY

- A. Board approved Leaves of Absence will not interrupt seniority, but time spent on such leave shall not accrue seniority time.
- B. If two (2) or more employees have the same length of continuous service, seniority shall be determined by the following sequential steps: the first day of work, and then by the date of the Board meeting at which the employee was hired, and then by the date of the initial employment contract in the District, and then by any remaining ties broken by lot.
- C. An employee who is a member of the bargaining unit and who elects to take a position with the Northmont City School District that is not a bargaining unit position shall, in the event that they return to the bargaining unit without a break in service to the employer, retain all seniority status earned while a member of the bargaining unit. Such employees shall not accrue seniority while serving in a non-bargaining unit position but shall not suffer a loss of seniority previously earned.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

If the district schedules Professional Development days, classified employees shall have the option to attend. When offered, the day(s) will be listed on the District calendar. The day(s) shall include

opportunities to participate in professional development and/or to complete any online required compliance certification, onsite. Employees who elect to attend professional development days shall be compensated at their regular hourly rate. The District reserves the right to require employees to perform their regularly assigned duties.

SIGNATURE PAGE

IN AGREEMENT AND IN WITNESS TO RATIFICATION OF ALL THE ABOVE, THE PARTIES RESPECTIVE REPRESENTATIVES PLACE AND DATE THEIR SIGNATURES BELOW:

FOR THE BOARD

Sandra A. Fleck

President

8/6/14

Date

Jack C. Zick

Superintendent

8-6-14

Date

Sandra J. Harris

Treasurer

8-6-14

Date

FOR THE NCEA

Shirley Ramond

President

8-5-14

Date

Sam Thomas

Vice President

8-6-14

Date

Margaret Bozovich

OEA Labor Relations Consultant

8/20/14

Date

MEMORANDUM OF UNDERSTANDING
dependent eligibility audits

The parties to this agreement are: 1) Gene Klaus, Director of Human Resources 2) the Board of Education of the Northmont City School District, 3) Nicole Bouas, President NDEA, 4) the Northmont District Education Association, 5) Lynn Boldman, President NCEA, 6) the Northmont Classified Employee Association.

This agreement is adopted to address issues related to the needs of the District to secure documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03

By this agreement, the parties acknowledge and adopt the following:

WHEREAS, the parties agree to modify the collective bargaining agreement for the purpose of facilitating the implementation of the above mentioned best practice;

and

WHEREAS, the parties agree that the purpose of a dependent eligibility audit is to identify individuals who participate in an employer's health insurance plan as ineligible dependents;

and

WHEREAS, the parties to this agreement recognize the mutual benefits related to the following modification of the collective bargaining agreement;

THEREFORE, in consideration of the mutual promises contained herein and solely for purposes of resolution of all issues specifically related the documentation required of employees to implement **dependent eligibility audits** pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03, the parties agree to be bound as follows:

Effective September 1, 2010 annually, the District shall provide written noticed to the President of the NDEA and to the President of the NCEA. The notice shall identify the party charged with the responsibility of collecting the documentation required by the audit. It is understood that the District may choose to partner with an outside vendor to implement the audit, or they may choose to do it on their own.

At the conclusion of the enrollment period a written request for documents shall be sent to all employees who have enrolled dependents in the District's Health Insurance program and shall include the following criteria;

The following documents shall be required to complete the eligibility verification process of a dependent eligibility audit.

For spouses, one document shall be required from the following list;

- (1) A photocopy of the marriage certification OR
 - a. A copy of the top half of the front page of the employee's most recently filed federal tax return that includes the spouse, OR
 - b. A copy of the top half of the tax return if the employee's status is 'married, filing separately', OR

MEMORANDUM OF UNDERSTANDING

- c. A copy of a recent bank statement or bill that includes the employee's and spouse's names at a common address.

In the case of (1a), (1b) and (1c), the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

For children, an employee shall be required to provide different forms depending on the child's status (e.g., natural child, step child, adopted or foster child) and situation (attending post-secondary institution, living on their own and supported by their parents), disabled, and various legal situations).

Depending on child's status documents shall be required from the following list:

- (1) Natural child: Photocopy of the birth certificate showing the employee's name as parent.
- (2) Step child:
 - a. Photocopy of the child's birth certificate and one (1) of the following documents:
 - i. a copy of the marriage certificate showing the employee and employee's spouse's name, OR
 - ii. a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the step child as a dependent.

In the case of (B2), the written request for documents shall include instructions to the employee to mark out all financial information prior to submitting the document.

- (3) Legal guardian, adopted child, grandchild, or foster child: Photocopy of affidavits of dependency, final court order or adoption final decree.

Depending on child's situation

- (4) Older children attending college: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child and a copy of the dependent's paid tuition receipt or any other documentation that substantiates full-time or part-time student status.
- (5) Children of divorced or separated parents who are not living with the employee, but the employee is still required to support by law: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent plus a copy of the divorce decree or legal separation granting full or joint custody plus a copy of a court-issued Qualified Medical Child Support Order showing that the employee (or employee's spouse if legally separated) must provide health care coverage (if applicable).
- (6) Disabled children: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent plus documentation from the Social Security Administration demonstrating that a Social Security disability benefit has been awarded.
- (7) Step children living with the employee greater than 50 percent of the time: (2) and a copy of the top half of the front page of the employee's most recently filed federal tax return that identifies the child as a dependent.

MEMORANDUM OF UNDERSTANDING

- (8) Children of divorced employees where the dependent is on the insurance plan because of a court order or joint custody agreement: (1), (2) or (3) plus a copy of the divorce decree showing court ordered custody requirements pursuant to requirement for health care provision.

In consideration of the foregoing the NDEA and the NCEA and the Employee(s) affected by this agreement fully and forever waive all rights under the collective bargaining agreement that are abridged or modified by this memorandum. All rights and provisions of the collective bargaining agreement not specifically abridged or modified by the terms of this memorandum shall remain in full force and effect.

The parties fully and specifically acknowledge that this Memorandum of Understanding is solely for the purposes of resolving issues related to the needs of the District and has no application, either contractually or otherwise, outside the scope of this specific situation.

The parties agree that this Memorandum of Understanding is not precedential in nature and that no party will use this Agreement to demonstrate custom or practice of the parties.

Further, the parties agree that any alleged contractual violation of this agreement shall be enforceable through the grievance and arbitration procedure as provided for in the current collective bargaining agreements between the Board of Education of the Northmont City School District and the Northmont Classified Employee Association, or the Board of Education of the Northmont City School District and the Northmont District Education Association.

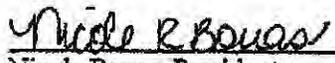
The terms and provisions of this memorandum shall expire and cease to exist if/when the documentation required of employees to implement dependent eligibility audits pursuant to the 'Best Practices' of the School Employees Health Care Board (SEHCB) as identified in the law at O.A.C. § 3306-2-03 are eliminated, modified or amended.


Gene Klaus,
Director of Human Resources
Northmont City School District Schools

9-21-10
Date


Lynn Boldman, President
Northmont Classified Employee Association

9-21-2010
Date


Nicole Bouas, President
Northmont District Education Association

9-21-10
Date

APPENDIX A - SALARY SCHEDULES

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

<u>Experience</u>	<u>Custodian</u>	<u>Elem. Head Custodian</u>	<u>MS Head Custodian</u>	<u>HS Head Custodian</u>	<u>2nd shift Custodian</u>	<u>3rd shift Custodian</u>
0	\$7.85	\$11.13	\$11.13	\$11.76	\$8.08	\$8.26
1	\$8.09	\$11.41	\$11.41	\$12.02	\$8.31	\$8.51
2	\$8.32	\$11.70	\$11.70	\$12.27	\$8.55	\$8.75
3	\$8.56	\$11.99	\$11.99	\$12.53	\$8.78	\$9.00
4	\$8.79	\$12.27	\$12.27	\$12.78	\$9.02	\$9.24
5	\$9.03	\$12.56	\$12.56	\$13.04	\$9.25	\$9.49
6	\$9.26	\$12.84	\$12.84	\$13.29	\$9.49	\$9.73
7	\$9.49	\$13.13	\$13.13	\$13.55	\$9.73	\$9.98
8	\$9.72	\$13.40	\$13.40	\$13.79	\$9.98	\$10.20
9	\$9.95	\$13.70	\$13.70	\$14.04	\$10.19	\$10.42
10	\$10.14	\$13.99	\$13.99	\$14.30	\$10.40	\$10.66
11	\$10.62	\$14.29	\$14.29	\$14.56	\$10.87	\$11.15
12	\$11.09	\$14.59	\$14.59	\$14.80	\$11.33	\$11.61
13	\$11.53	\$14.85	\$14.85	\$15.05	\$11.82	\$12.12
14	\$11.94	\$15.15	\$15.15	\$15.30	\$12.25	\$12.54
15	\$12.73	\$15.44	\$15.52	\$15.69	\$13.04	\$13.33
16	\$13.45	\$15.72	\$15.90	\$16.05	\$13.79	\$14.11
17	\$14.18	\$16.02	\$16.26	\$16.45	\$14.54	\$14.89
18	\$15.27	\$16.32	\$16.63	\$16.84	\$15.66	\$16.03
19	\$15.63	\$16.63	\$16.94	\$17.22	\$16.02	\$16.40
20	\$15.94	\$16.89	\$17.31	\$17.56	\$16.34	\$16.75
21	\$16.22	\$17.22	\$17.69	\$17.90	\$16.61	\$17.01
22	\$16.49	\$17.50	\$17.99	\$18.30	\$16.90	\$17.31
23	\$16.73	\$17.81	\$18.34	\$18.60	\$17.17	\$17.56
24	\$16.94	\$18.04	\$18.63	\$18.99	\$17.39	\$17.81
25	\$17.23	\$18.40	\$18.99	\$19.41	\$17.67	\$18.08
26	\$17.49	\$18.63	\$19.39	\$19.91	\$17.90	\$18.35
27	\$17.80	\$18.95	\$19.68	\$20.05	\$18.25	\$18.68
28	\$18.00	\$19.23	\$20.02	\$20.37	\$18.43	\$18.89
29	\$18.33	\$19.55	\$20.36	\$20.74	\$18.78	\$19.24
30	\$18.54	\$19.80	\$20.72	\$21.05	\$18.99	\$19.46
31	\$18.87	\$20.13	\$21.02	\$21.39	\$19.34	\$19.82
32	\$18.97	\$20.30	\$21.20	\$21.39	\$19.45	\$19.93
33	\$19.09	\$20.45	\$21.35	\$21.56	\$19.57	\$20.05
34	\$19.22	\$20.62	\$21.52	\$21.75	\$19.70	\$20.17
35	\$19.33	\$20.79	\$21.72	\$21.91	\$19.82	\$20.30
36	\$19.41	\$20.95	\$21.87	\$22.10	\$19.88	\$20.38
37	\$19.48	\$21.11	\$22.05	\$22.29	\$19.96	\$20.45
	Summer worker	\$15.40				

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

<u>Experience</u>	<u>Bus Driver</u>	<u>Maint/ Mech Fuel Attend</u>	<u>WH Manager</u>	<u>WH Delivery Trk Driver Catering/Utility</u>	<u>Master Maint/Mech</u>
0	\$15.40	\$12.00	\$9.62	\$10.51	\$16.39
1	\$15.63	\$12.31	\$10.02	\$10.75	\$16.68
2	\$15.85	\$12.63	\$10.41	\$11.00	\$16.96
3	\$16.08	\$12.94	\$10.81	\$11.24	\$17.25
4	\$16.30	\$13.26	\$11.21	\$11.49	\$17.53
5	\$16.52	\$13.58	\$11.61	\$11.73	\$17.82
6	\$16.75	\$13.89	\$12.00	\$11.97	\$18.11
7	\$16.96	\$14.21	\$12.40	\$12.23	\$18.38
8	\$17.19	\$14.52	\$12.80	\$12.47	\$18.67
9	\$17.40	\$14.82	\$13.21	\$12.73	\$18.95
10	\$17.58	\$15.13	\$13.60	\$12.96	\$19.25
11	\$17.81	\$15.43	\$13.99	\$13.21	\$19.55
12	\$18.00	\$15.73	\$14.39	\$13.45	\$19.84
13	\$18.19	\$16.03	\$14.80	\$13.66	\$20.12
14	\$18.35	\$16.34	\$15.17	\$13.89	\$20.42
15	\$18.56	\$16.64	\$15.59	\$14.13	\$20.71
16	\$18.79	\$16.92	\$15.98	\$14.40	\$21.02
17	\$18.95	\$17.27	\$16.36	\$14.64	\$21.37
18	\$19.16	\$17.63	\$16.73	\$14.91	\$21.77
19	\$19.41	\$18.03	\$16.92	\$15.14	\$21.77
20	\$19.41	\$18.03	\$17.19	\$15.14	\$22.17
21	\$19.57	\$18.50	\$17.36	\$15.39	\$22.63
22	\$19.75	\$18.94	\$17.61	\$15.59	\$23.03
23	\$19.93	\$19.41	\$17.84	\$15.83	\$23.42
24	\$20.18	\$19.79	\$18.01	\$16.04	\$23.87
25	\$20.38	\$20.24	\$18.30	\$16.26	\$24.34
26	\$20.59	\$20.74	\$18.49	\$16.52	\$24.69
27	\$20.82	\$21.12	\$18.77	\$16.73	\$25.16
28	\$21.07	\$21.59	\$18.93	\$16.92	\$25.54
29	\$21.24	\$22.03	\$19.15	\$17.18	\$25.95
30	\$21.47	\$22.44	\$19.44	\$17.39	\$26.41
31	\$21.74	\$22.91	\$19.57	\$17.61	\$26.41
32	\$21.74	\$22.91	\$19.80	\$17.61	\$26.86
33	\$21.88	\$23.41	\$20.08	\$17.86	\$26.86
34	\$22.05	\$23.91	\$20.36	\$18.12	\$27.30
35	\$22.21	\$24.41	\$20.63	\$18.36	\$27.73
36	\$22.36	\$24.92	\$20.90	\$18.62	\$28.18
37	\$22.52	\$25.42	\$21.18	\$18.87	\$28.63

Field Trip rate per hour = \$13.17

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

<u>Experience</u>	<u>School Secretary</u>	<u>Assistant Secretary</u>	<u>MultiMedia Specialist</u>
0	\$11.14	\$12.27	\$10.92
1	\$11.43	\$12.40	\$11.18
2	\$11.73	\$12.54	\$11.43
3	\$12.03	\$12.67	\$11.69
4	\$12.32	\$12.80	\$11.94
5	\$12.62	\$12.93	\$12.20
6	\$12.92	\$13.06	\$12.45
7	\$13.22	\$13.20	\$12.70
8	\$13.52	\$13.32	\$12.95
9	\$13.81	\$13.47	\$13.21
10	\$14.09	\$13.60	\$13.45
11	\$14.38	\$13.72	\$13.68
12	\$14.67	\$13.84	\$13.94
13	\$14.94	\$13.97	\$14.21
14	\$15.24	\$14.09	\$14.44
15	\$15.52	\$14.21	\$14.72
16	\$15.78	\$14.34	\$14.99
17	\$16.08	\$14.46	\$15.27
18	\$16.40	\$14.72	\$15.52
19	\$16.76	\$14.99	\$15.78
20	\$16.76	\$15.21	\$16.05
21	\$17.16	\$15.44	\$16.36
22	\$17.43	\$15.69	\$16.63
23	\$17.80	\$15.88	\$16.91
24	\$18.07	\$16.11	\$17.18
25	\$18.46	\$16.34	\$17.47
26	\$18.84	\$16.59	\$17.72
27	\$19.11	\$16.86	\$18.03
28	\$19.47	\$17.10	\$18.30
29	\$19.78	\$17.34	\$18.59
30	\$20.13	\$17.60	\$18.91
31	\$20.46	\$17.84	\$19.16
32	\$20.46	\$17.84	\$19.16
33	\$20.79	\$18.07	\$19.45
34	\$21.12	\$18.32	\$19.75
35	\$21.46	\$18.56	\$20.04
36	\$21.79	\$18.79	\$20.35
37	\$22.11	\$19.03	\$20.64

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

<u>Experience</u>	<u>Food ServiceWorker</u>	<u>Cashier</u>	<u>Cook</u>
0	\$12.42	\$12.94	\$12.84
1	\$12.51	\$12.99	\$12.91
2	\$12.59	\$13.05	\$12.98
3	\$12.67	\$13.10	\$13.06
4	\$12.75	\$13.15	\$13.13
5	\$12.83	\$13.20	\$13.20
6	\$12.92	\$13.24	\$13.26
7	\$13.01	\$13.28	\$13.32
8	\$13.11	\$13.32	\$13.39
9	\$13.21	\$13.38	\$13.47
10	\$13.29	\$13.43	\$13.55
11	\$13.38	\$13.49	\$13.62
12	\$13.46	\$13.54	\$13.67
13	\$13.53	\$13.58	\$13.73
14	\$13.58	\$13.64	\$13.93
15	\$13.66	\$13.68	\$14.11
16	\$13.74	\$13.76	\$14.31
17	\$13.83	\$13.85	\$14.46
18	\$13.89	\$13.99	\$14.68
19	\$13.99	\$14.12	\$14.84
20	\$14.06	\$14.23	\$15.00
21	\$14.18	\$14.32	\$15.17
22	\$14.29	\$14.40	\$15.39
23	\$14.38	\$14.52	\$15.64
24	\$14.43	\$14.62	\$15.83
25	\$14.60	\$14.72	\$16.01
26	\$14.68	\$14.82	\$16.12
27	\$14.80	\$14.92	\$16.28
28	\$14.89	\$15.00	\$16.45
29	\$15.00	\$15.16	\$16.61
30	\$15.12	\$15.27	\$16.76
31	\$15.26	\$15.42	\$16.91
32	\$15.26	\$15.42	\$17.09
33	\$15.35	\$15.47	\$17.23
34	\$15.35	\$15.47	\$17.39
35	\$15.45	\$15.61	\$17.53
36	\$15.45	\$15.61	\$17.53
37	\$15.54	\$15.72	\$17.69

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

Elementary FS Manager

<u>Experience</u>	<u>Manager A</u> <u>Asst Mgr</u> <u>Mrg Trainee</u>	<u>Manager B</u>	<u>Manager C</u>	<u>MS/Catering</u> <u>Manager</u>	<u>HS FS</u> <u>Manager</u>
0	\$11.92	\$12.28	\$12.65	\$13.30	\$13.81
1	\$12.15	\$12.51	\$12.88	\$13.55	\$14.09
2	\$12.37	\$12.73	\$13.12	\$13.79	\$14.36
3	\$12.60	\$12.95	\$13.35	\$14.04	\$14.64
4	\$12.82	\$13.18	\$13.59	\$14.28	\$14.91
5	\$13.05	\$13.40	\$13.82	\$14.52	\$15.19
6	\$13.27	\$13.64	\$14.06	\$14.77	\$15.46
7	\$13.49	\$13.87	\$14.30	\$15.01	\$15.74
8	\$13.71	\$14.11	\$14.55	\$15.27	\$16.01
9	\$13.93	\$14.34	\$14.77	\$15.50	\$16.28
10	\$14.14	\$14.59	\$15.00	\$15.75	\$16.54
11	\$14.38	\$14.81	\$15.26	\$16.02	\$16.83
12	\$14.61	\$15.05	\$15.47	\$16.26	\$17.09
13	\$14.82	\$15.27	\$15.73	\$16.52	\$17.34
14	\$15.03	\$15.46	\$15.93	\$16.73	\$17.56
15	\$15.24	\$15.71	\$16.19	\$16.97	\$17.84
16	\$15.44	\$15.90	\$16.38	\$17.20	\$18.04
17	\$15.66	\$16.12	\$16.61	\$17.46	\$18.32
18	\$15.87	\$16.34	\$16.83	\$17.67	\$18.55
19	\$16.05	\$16.54	\$17.05	\$17.89	\$18.79
20	\$16.26	\$16.75	\$17.24	\$18.12	\$19.03
21	\$16.53	\$17.04	\$17.54	\$18.42	\$19.35
22	\$16.73	\$17.23	\$17.76	\$18.63	\$19.56
23	\$16.92	\$17.46	\$17.97	\$18.87	\$19.82
24	\$17.19	\$17.70	\$18.24	\$19.14	\$20.09
25	\$17.40	\$17.90	\$18.44	\$19.39	\$20.37
26	\$17.63	\$18.17	\$18.71	\$19.64	\$20.66
27	\$17.87	\$18.41	\$18.95	\$19.91	\$20.91
28	\$18.03	\$18.58	\$19.14	\$20.09	\$21.08
29	\$18.33	\$18.88	\$19.45	\$20.42	\$21.45
30	\$18.50	\$19.06	\$19.61	\$20.62	\$21.63
31	\$18.77	\$19.34	\$19.91	\$20.91	\$21.97
32	\$18.95	\$19.53	\$20.12	\$21.12	\$22.17
33	\$19.16	\$19.74	\$20.35	\$21.34	\$22.41
34	\$19.44	\$20.02	\$20.62	\$21.63	\$22.72
35	\$19.61	\$20.21	\$20.82	\$21.86	\$22.97
36	\$19.85	\$20.44	\$21.06	\$22.11	\$23.22
37	\$20.09	\$20.68	\$21.31	\$22.36	\$23.45

NORTHMONT CITY SCHOOL DISTRICT
Classified Pay Schedule
Effective 7-1-2013

<u>Experience</u>	<u>Edu/Bus Assistants 1 (MH/Autistic) (Paraprofessional I)</u>	<u>Edu Assistants 2 (DH/Sp Needs) (Paraprofessional II)</u>	<u>Edu Assistants 3 (SLD) (Para-professiona III)</u>	<u>Ed Monitors</u>	<u>Security Guard/ Edu Assistants 4</u>
0	\$10.60	\$9.92	\$8.89	\$8.65	\$8.61
1	\$10.86	\$10.14	\$9.12	\$8.87	\$8.80
2	\$11.13	\$10.35	\$9.34	\$9.10	\$9.00
3	\$11.39	\$10.57	\$9.57	\$9.32	\$9.19
4	\$11.66	\$10.78	\$9.79	\$9.55	\$9.38
5	\$11.92	\$11.00	\$10.02	\$9.77	\$9.58
6	\$12.19	\$11.22	\$10.24	\$10.00	\$9.77
7	\$12.45	\$11.45	\$10.44	\$10.20	\$9.98
8	\$12.71	\$11.69	\$10.68	\$10.41	\$10.15
9	\$13.10	\$12.05	\$10.99	\$10.73	\$10.46
10	\$13.56	\$12.47	\$11.41	\$11.14	\$10.85
11	\$14.04	\$12.91	\$11.80	\$11.51	\$11.22
12	\$14.52	\$13.33	\$12.19	\$11.89	\$11.60
13	\$14.99	\$13.81	\$12.60	\$12.28	\$11.99
14	\$15.51	\$14.28	\$13.04	\$12.74	\$12.42
15	\$15.99	\$14.72	\$13.45	\$13.12	\$12.80
16	\$16.19	\$14.88	\$13.58	\$13.27	\$12.93
17	\$16.45	\$15.14	\$13.83	\$13.50	\$13.17
18	\$16.73	\$15.41	\$14.06	\$13.72	\$13.39
19	\$17.04	\$15.67	\$14.31	\$13.97	\$13.62
20	\$17.28	\$15.91	\$14.54	\$14.18	\$13.84
21	\$17.54	\$16.13	\$14.73	\$14.39	\$14.04
22	\$17.84	\$16.41	\$14.98	\$14.63	\$14.28
23	\$18.03	\$16.59	\$15.15	\$14.79	\$14.42
24	\$18.30	\$16.84	\$15.39	\$15.00	\$14.64
25	\$18.58	\$17.10	\$15.61	\$15.22	\$14.85
26	\$18.85	\$17.33	\$15.83	\$15.45	\$15.09
27	\$19.16	\$17.61	\$16.08	\$15.71	\$15.32
28	\$19.44	\$17.87	\$16.32	\$15.94	\$15.54
29	\$19.71	\$18.13	\$16.54	\$16.16	\$15.75
30	\$20.02	\$18.40	\$16.82	\$16.40	\$16.01
31	\$20.27	\$18.66	\$17.04	\$16.63	\$16.23
32	\$20.27	\$18.66	\$17.04	\$16.63	\$16.23
33	\$20.52	\$18.89	\$17.24	\$16.84	\$16.42
34	\$20.52	\$18.89	\$17.24	\$16.84	\$16.42
35	\$20.78	\$19.11	\$17.44	\$17.05	\$16.61
36	\$21.04	\$19.34	\$17.62	\$17.27	\$16.81
37	\$21.30	\$19.57	\$17.82	\$17.49	\$16.99

APPENDIX B - FORMS

NORTHMONT CITY SCHOOL DISTRICT
ATTENDANCE INCENTIVE

SICK LEAVE/SERVERANCE PAY ELECTION FORM
NCEA EMPLOYEES

Section 7.07 of the Negotiated Agreement between the Northmont Board of Education and the Northmont Classified Education Association specifies the following:

“If an employee uses no personal leave during a school year, then at the conclusion of the school year, that employee shall have the option of receiving one (1) day of permanent severance pay or an additional day of sick leave accumulation, even if, by reason of such additional day, the total accumulation exceeds the maximum permitted by this agreement. This paragraph is not applicable to an employee who is absent from duty in excess of ninety (90) days in a school year.

Our records indicate that you did not use any days of personal leave during the _____ (insert current school year) school year. This qualifies you to elect either a day of severance pay or an additional day of sick leave as provided in the agreement. Please indicate your choice below and return the form to the Treasurer’s Office – Payroll Dept.

_____ I elect a day of permanent severance pay.

_____ I elect an additional day of sick leave.

Signature _____

Date _____

GRIEVANCE FORM

Use this form to advance the grievance to each step beyond the informal level.

Grievance number #: _____ Worksite/Building _____

Grievant _____ Date Filed _____

Position/Job Title _____ Immediate Supervisor _____

Distribution

Superintendent Association Supervisor Grievant

Date incident occurred: _____

B. Specific Articles, Sections and/or provisions of the negotiated agreement that are alleged to have been misapplied, misinterpreted and/or violated _____

C. Statement of the grievance (attach additional information and supporting documents):

D. Remedy requested: _____

E. Management's response: _____

Management signature

Date

F. Grievant/Association response: _____

APPLICATION FOR TRAVEL EXPENSE REIMBURSEMENT

NAME _____ MONTH _____

CLAIM FOR REIMBURSEMENT:

Total Mileage _____
Parking Receipts _____

I hereby certify that the mileage listed on the attached travel log (#451,000) is the true and correct number of miles that I have used my personal automobile during the month of _____ for official business of the Northmont Board of Education.

TEACHERS: File with home base Administrator
ADMINISTRATOR: File with Business Office

Signature Date

APPROVED REIMBURSEMENT

Total Mileage _____ @ _____ = _____
Parking Receipts _____
Total _____

Superintendent/Business Office Date

Comments: _____

Note: Employees will not be paid mileage expenses for travel to and from home. Only official school business trips required as a part of the job expectations either within or outside of the district will be considered for reimbursement.

Applications are to be filed at the end of each month and will be paid by the Treasurer monthly.

THIS FORM IS TO BE FORWARDED TO THE CENTRAL OFFICE ATTACHED WITH #451,000 AND PARKING RECEIPTS. After Central Office processing, white copy will be returned to the employee, pink copy to treasurer's office and yellow copy filed in superintendent's office.

SICK LEAVE POLICY

(SECTIONS 3313.21 AND 3319.141 O.R.C.)

- A. General Rules. For this section in its entirety, please refer to the Negotiated Agreements.
- B. Purposes for Which Sick Leave May be Used: Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, death of a friend or relative and for absence due to illness or injury in the employee's immediate family.

If accumulated sick leave is not sufficient to cover the length of absence, the employee may be placed on leave of absence without pay for the remainder of the school year in which the absence occurred.

1. Personnel illness. If an employee is absent from duty because of personal illness and sees a physician, said physician's name, address, and date consulted shall be listed on the sick leave form. Routine doctor, dental, and visual care appointments are acceptable uses when limited to one-half day per absence.
2. Illness or Injury in the Immediate Family. Immediate family defined as parent, brother, sister, husband, wife, child or one in the household who has virtually held the position of parent or child. If a physician is seen, said physician's name, address and date consulted shall be listed on the sick leave form. Routine doctor, dental and visual care appointments are acceptable uses when limited to one-half day per absence, and if the employee must accompany the immediate family member.
3. Death of a Close Relative. Five (5) days' absence without loss of pay, including travel time, will be allowed when a death occurs of a close relative, i.e. husband, wife, father, mother, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the same household.
4. Death of a Close Friend or Remote Relative. One (1) day's absence without loss of pay will be allowed when the death is that of a close friend or a more remote relative, i.e., sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousin. Approval for one additional day for travel may be requested in writing from the Superintendent.
5. Pregnancy. For absence due to disability caused or contributed to by pregnancy when a physician's statement verifies same.

NORTHMONT CITY SCHOOL DISTRICT
4001 Old Salem Road
Englewood, Ohio 45322

REQUEST TO ATTEND PROFESSIONAL MEETING

I. To Be Completed by the Staff Member

Name _____ Meeting _____
Building _____ Date(s) _____
Estimated Cost: _____ # of Days _____
Employee Signature _____ Location _____

II. To Be Completed by the Principal

_____ Approved _____ Not Approved Date _____
_____ Sub Cost from Building Budget Reimbursement limited to: \$ _____
_____ Sub Cost from Other _____
_____ Approved, Human Resources _____ Principal's Signature _____ Date _____

**III. Request for Pre-Payment (Optional) - Request must be received in Personnel Office
20 working days prior to meeting.**

\$ _____ Registration \$ _____ Travel (Commercial Carrier Only)
Payable to: _____ Payable to: _____
Address: _____ Address: _____

IV. Itemization of Actual Expenses - (Rates per Negotiated Agreements)

Transportation _____ Miles \$ _____
Parking Fees (Receipts Required) _____
Lodging (Receipts Required) _____
Registration (if not pre-paid - Receipts Required) _____
Meals (Receipts Required) _____
TOTAL To Be Reimbursed \$ _____

Employee Signature _____ Date _____
Principal Signature _____ Date _____
_____ Approved, Human Resources

V. Procedures

- A. Staff member is to fill out form in **TRIPLICATE** to be approved by Principal.
- B. **All three copies of this request and a purchase order encumbering estimated expenses accompanying this form are to be sent to the Assistant Superintendent/Human Resources prior to the trip for approval.**
- C. **After the request is processed and the form is returned, the Principal is to keep the PINK form, completing the financial section for his files.**
- D. **After the meeting, the staff member is to sign and complete YELLOW form Part IV with all necessary receipts attached, signed by the Principal, and return it along with the gold copy of the purchase order to the Assistant Superintendent/Human Resources for payment.**