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AGREEMENT

Between the

**NEWTON FALLS
BOARD OF EDUCATION**

and the

**NEWTON FALLS
ASSOCIATION OF CLASSIFIED
EMPLOYEES**

JULY 1, 2013 - JUNE 30, 2016

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ARTICLE I - RECOGNITION

A. Recognition of Bargaining Unit

The Newton Falls Exempted Village Board of Education, hereinafter referred to as the "Board", hereby recognizes the Newton Falls Association of Classified Employees, OEA/NEA, hereinafter referred to as the "Union" as the sole and exclusive representative for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code for the duration of this agreement. The bargaining unit shall include all employees under contract, exclusive of casual substitutes to the Newton Falls Exempted Village School District working in the following classification areas, hereinafter referred to as "employees" or "Bargaining Unit Members":

1. Aides
2. Cafeteria
3. Custodial
4. Maintenance
5. Administrative Assistant
6. EMIS Coordinator
7. Transportation (Drivers and Mechanics)

B. Exclusions

Excluded from the bargaining unit are Treasurer's office personnel, Superintendent's office personnel, Transportation Coordinator, and the Food Service Supervisor, and Maintenance/Buildings/Grounds Supervisor. The Maintenance/Buildings/Grounds Supervisor shall be a "working supervisor" position.

C. Employee Rights

All bargaining unit members as described herein are entitled to all rights, advantages, and privileges of this basic labor agreement unless otherwise specified.

D. Bargaining Unit Work

All bargaining unit work will be performed by bargaining unit members within the appropriate classification.

In the event the Board is unable to fill a vacant position as defined in Article XI, Section A of this contract through the procedure set forth in Article XI, Section C of this contract,

then the Board may exercise their options to fill the vacant position with any reasonable method they may choose.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Commitment to Bargaining

1. **Directing Requests** - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Union, and Union requests shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB) by the initiating party.

2. Initial Requests

Upon the written request of the union or the Board made no sooner than March 1st in the year of the expiration of this Agreement, the designated representatives shall call for an initial meeting of the negotiating team to take place no later than 15 calendar days from the initial written request. The purpose of this initial meeting will be to exchange proposals and discuss agenda items. Thereafter, negotiation meetings shall be held at such times and places as are agreed to by the members of the negotiating teams. All meetings shall be closed to the press and public, and all meetings shall be scheduled at reasonable intervals, places and times so as to avoid conflict and interference with school and employment schedules.

3. Scope of Bargaining

Scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

B. Representation

1. **Negotiating Teams** - The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no

final agreement shall be executed without ratification by the Union and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session.

2. Consultants - The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the party retaining them.

C. Initial Bargaining Session

1. The first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions, to be confirmed prior to the end of subsequent sessions.
2. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Union and the Board bargaining teams.

D. While Negotiations Are In Process

1. News Releases - No news releases may be issued to the public during negotiations except that if impasse is declared, the parties may issue news releases to the public after the declaration of impasse.
2. Reporting - During the period of consideration interim reports of the progress may be made to the Union by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.
3. Good Faith Negotiations - "Good Faith" requires that the Union 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. "Good Faith" means the obligation of the representatives of the Board and the Union to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The

obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.

4. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session.
5. Information - The Board and the Union agree to supply available public information that is specifically requested and routinely prepared without cost.

E. Negotiating Time Limits

1. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
2. Length - Negotiation meetings shall not exceed two (2) hours in length, unless extended by mutual agreement.

F. Agreement

1. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Union for its ratification and to the Board for approval. Once ratified by the Union, the Board shall take action within ten (10) days following the Union's ratification or at the next regularly scheduled Board Meeting whichever occurs first.
3. Further Terms of Agreement - Any agreement reached and accepted by the Union and the Board shall supersede any contrary or inconsistent terms contained in any individual employment contract hereinafter in effect. All individual employment contracts shall be made expressly subject to terms of this Agreement.

G. Disagreement

1. Mediation

In the event that agreement is not reached in forty-five (45) calendar days from the first bargaining session on a matter or matters being negotiated, either party may request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. The assistance of the mediator shall begin 15 days thereafter.

2. Cost of Mediation

The cost of mediation, if any, shall be shared equally by the Board and the union.

3. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

H. Miscellaneous

1. Upon final approval by both the union and the Board, three (3) copies of the total master agreement shall be signed by the President of the Board and the President of the union. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties. One copy of the final agreement shall be forwarded to SERB.
2. The union shall be responsible for the typing of a print ready copy of the negotiated agreement. The union and the Board shall be responsible for the editing, duplicating, and distributing of the agreement to bargaining unit personnel, administrative personnel, Board members, and SERB within thirty (30) days of approval of the agreement by the Board. Both parties share the cost of printing the Agreement. The union shall receive an additional thirty (30) copies of the agreement.
3. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE III – MANAGEMENT RIGHTS

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities not specifically limited by the express terms of this contract.

ARTICLE IV – ASSOCIATION RIGHTS

- A. The school district will make available facilities of the school district for meeting purposes to the Union. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. Union meetings should not interfere with the performance of the professional duties assigned staff members of the school district.
- B. Duly authorized representatives of the Union shall be free to visit all buildings for Union business in accordance with established school procedures.
- C. The Union shall be entitled to:
 - 1. The use of bulletin boards used for staff information to the exclusion of any other rival union or employee organization.
 - 2. Time at the end of each employee meeting for union announcements and union items.
 - 3. Distribution of bulletins to employees according to normal school procedure(s).
 - 4. The agenda of the Board of Education [two (2) copies], minutes of each Board of Education official meeting [one (1) copy], and monthly and year to date financial reports.
 - 5. The use of mailboxes to the exclusion of any other rival union or employee organization.
 - 6. The use of equipment located within the building for union business provided that such use does not conflict with school business. All consumable materials used with the equipment shall be provided by the union. Any cost for repairs which result from the union's use will be paid by the union.

7. A copy of current Board Policy is provided at no cost to the union. It shall be the responsibility of the Union President to maintain said policy book as policies are revised and new ones developed. The Union President may bring his/her copy of the Policy Book to the Superintendent's Office between September 1 and November 1 to be updated on a yearly basis.

ARTICLE V - GRIEVANCE PROCEDURE

A. General Provisions

1. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the union and the Board.
2. A grievant is an employee or group of employees in the bargaining unit or the union alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group, class action, which has arisen out of circumstances affecting each member of said group, may be filed by the union.
3. A day shall be defined as a regularly scheduled workday, Monday through Friday, excluding holidays, program closing days, and shut down days, and weekends.
4. If the grievant does not file a grievance within twenty (20) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.
5. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the employee and the union on the basis of the disposition last made and shall not be eligible for further appeal.
6. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance is

automatically forwarded to the next step in the grievance procedure.

7. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
8. At each formal level, either party may have representation of his/her choice.

B. Informal Procedure

Any grievance shall be discussed between the grievant's appropriate supervisor, the grievant and a union representative, before it is filed in writing in order to seek a mutually agreeable and/or equitable solution to the grievance. The grievant(s) shall receive a written response within ten (10) days of the meeting.

For the purposes of the grievance procedure, "appropriate supervisor" shall be defined as the lowest level administrator/supervisor having the authority to resolve the grievance.

C. Formal Procedure

Step I If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within ten (10) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the appropriate supervisor. Within ten (10) days after receipt of the form the appropriate supervisor shall meet with the grievant. The appropriate supervisor shall write a disposition of the grievance and return a copy to the grievant, the union/designee, and the Superintendent/designee within ten (10) days after such meeting.

Step II If the grievant is not satisfied with the written disposition at Level I, the grievant may appeal the grievance by scheduling a meeting with the Superintendent/designee within ten (10) days after receipt of the Level 1 written disposition by submitting a grievance report form which shall

include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within ten (10) days of the Superintendent/designee's receipt of the appeal from Step I. The Superintendent/designee shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, immediate supervisor, President of the Board of Education, and the union/designee.

Step III If the grievant is not satisfied with the Superintendent/designee's decision, he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the Treasurer of the Board of Education/ Superintendent not later than ten (10) days after receipt of the Superintendent/designee's decision. Included in the grievant's appeal will be the formal grievance description and the relief sought. The Board of Education will meet with the grievant in executive session unless required otherwise by law at the next regularly scheduled Board meeting. Within ten (10) days after hearing the grievance, the Board of Education will issue a written decision to the grievant, the union/designee, Superintendent/designee, and the immediate supervisor involved.

Step IV Binding Arbitration

1. If the grievant is not satisfied with the disposition rendered by the Superintendent/designee in Step II, and the disposition rendered by the Board in Step III, then the Union may appeal the grievance to binding arbitration by submitting a request for arbitration to the American Arbitration Association within fifteen (15) days of the Board's response. The request for arbitration shall specify the act or condition upon which the grievance is based, the names and addresses of the parties to this Agreement and a copy of the grievance as filed, the relief sought, and the disposition(s) to date to the grievance.

2. Copies of the request for arbitration will be mailed to the American Arbitration Association and the Superintendent/designee or hand delivered with date of receipt noted.
3. The arbitrator shall be selected from a list supplied by the American Arbitration Association. The arbitrator shall be selected by alternate strike. Either party has a right to request a second list. All other procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.
4. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed to by the arbitrator in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator will be binding on all parties.
5. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the agreement, nor shall he/she make any decisions contrary to law.
6. The costs of the arbitrator shall be paid by the losing party or as directed by the arbitrator in a split decision. Each party shall bear the full cost for its representation in the arbitration proceedings.

D. Other Procedural Terms

1. Copies of documents, communications, and records pertaining to a grievance shall be placed only in the confidential file of the Treasurer of the Board and President of the union and shall not become a part of the employee's personnel file other than the action taken as a result of the decision and award of the arbitrator.
2. An employee shall have the right to process a grievance and be assured freedom from restraint, interference,

coercion, discrimination or reprisal in presenting his/her appeal.

3. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
4. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
5. Transcripts
Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.
6. A grievance shall be filed only by the grievant, which may be an individual employee, a class of employees, or the union. Grievances arising out of the same or similar circumstances affecting more than one member may be filed as a class action grievance.
7. Any time limits specified herein may be shortened or extended by written agreement of the parties.
8. When the stipulated time limits are not met by the administration, the grievant shall have the right to appeal the grievance to the next level of this procedure.
9. If the grievance arises from the actions of an authority other than the appropriate supervisor or is concerned with system-wide practices in violation of this agreement, it may be submitted at Step II of this procedure.
10. Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.
11. The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party for the processing of a grievance.

12. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
13. The grievant shall have the right to a union representative at all levels. To the extent practical, hearings will be scheduled to avoid conflict with work schedules. Arbitration hearings shall be held at a mutually agreed time and place. If attendance is required, employees will not be docked.

E. No Reprisal

No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

F. Rights to Representation

Both parties have the right to legal counsel at all levels of the procedure beginning at Step II at the party's own expense.

ARTICLE VI - PERSONNEL FILES

- A. Personnel records shall be maintained in the official file at the Administration Building.
1. Such file shall contain the following:
 - a. Application
 - b. Credentials
 - c. Certificates and Licenses
 - d. Letters of Recommendation
 - e. Evaluations
 - f. Medical Information when necessary
 - g. Other relevant and pertinent information to include but not be limited to: letters of commendation/ valor, reprimands and emergency phone numbers.
 2. If a member files a request pursuant to the Revised Code disputing the accuracy, relevance, timeliness or completeness of information in such file, any grievance

then in progress concerning the accuracy, relevance, timeliness or completeness of the same information shall be held in abeyance until a determination of the request has been made.

3. The personnel file shall be maintained in a secure and private area.

Members of the Administration and Board shall have the authority to use the personnel files as established under law.

4. Members shall be given written notice when materials are placed in such file. Notice shall be required when such material is submitted by the member or the materials are required to be placed in the file by law or regulation.

Such inclusions shall be dated and initialed by the Administrator placing said information in the file.

5. Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein.
6. A representative of a bargaining unit member shall be given access to the personnel file of said member, upon presentation of written authorization from the staff member, utilizing administrative form to be maintained by Superintendent, including the signature of said member of the staff.
7. At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.
8. Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.

The affected bargaining unit member shall have the right to reply by written statement to any adverse inclusion to the bargaining unit member's personnel file. This written statement shall be attached to the filed copy.

9. Any employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents.
10. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record.
11. No material shall be removed from the file except upon the mutual agreement of the bargaining unit member and the Superintendent or his/her designee.
12. Pre-employment references shall be removed from the file before being reviewed by the member.
13. Copies of items in the member's file requested by or on behalf of the member shall be at no cost to the bargaining unit member.

ARTICLE VII – EVALUATIONS

A. Purpose

1. To assess an employee's work performance.
2. To help employees improve the quality of and delivery of service by employees of the Board.
3. To improve the competency of the employees and provide reliable information for use in determining employee assignments, re-classifications to positions commanding higher salaries and continued employment.
4. To provide an orderly and uniform employment relationship of the employees and the administrative staff with the Board.
5. To ensure that all employees understand work-related performance expectations.

6. To provide the administration and employees with objective criteria in decisions regarding continuation or termination of employment.

B. Method

1. Employees shall be evaluated at least once by the appropriate administrator in the first year of employment. All other employees shall be evaluated at least once every two (2) years. The employee will be notified forty-eight (48) hours in advance of the ten (10) day period during which the evaluation will occur.
 - a. Appropriate administrators shall be listed as follows:
Cafeteria Employees - Cafeteria Supervisor

Transportation and Mechanics - Transportation Coordinator

Administrative Assistants, Aides and School Principal/Director of Special Services/ Superintendent

Custodial and Maintenance Personnel – Maintenance/Buildings/Grounds Supervisor
 - b. All employees will be evaluated on the basis of their job description.
2. The appropriate administrator shall discuss the evaluation with the employee. The employee shall sign the evaluation and shall be given a copy of such evaluation.
3. The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.
4. Formal evaluations shall be no more than one (1) hour in length.
5. Written reports are to be given to the employee within ten (10) days following the evaluations and the evaluating supervisors will meet with the bargaining unit member during working hours to review and discuss the evaluation. The purpose of this meeting is to answer

questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. If work records are utilized in preparing the evaluation, the bargaining unit member will have an opportunity to review those records.

6. Administrative assistance shall be provided where it has been determined that there are deficiencies. It shall be the responsibility of the employee to make a reasonable effort to follow suggestions and recommendations regarding improvements necessary in performance that have been reviewed at the post-evaluation conference.
7. No monitoring or listening device is to be used in observance and evaluation sessions.

C. Records

All evaluation records, including the results of meetings and observations shall be in duplicate. An original copy is to be placed in the employee's file. A copy is to be retained by the employee. All written records shall provide for comments of both parties involved.

D. Disagreement

If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may so note on the evaluation form; and/or forward to the Superintendent within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Superintendent under this provision will be attached to the evaluation form in the personnel file.

ARTICLE VIII – DISCIPLINE PROCEDURES

- A. Any decision to discipline, reduce in rank or compensation, terminate, demote, suspend, non-renew or deprive any bargaining unit member of a professional advantage must be based on reasonable grounds and be based on fair, honest cause, regulated by good faith and in compliance with applicable provisions of this Agreement.

Fair honest cause shall include continued violations of written rules and regulations as set forth by the Board, incompetency,

inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance or nonfeasance.

- B. Except for new bargaining unit members at the end of their probation period, no bargaining unit member will be discharged or disciplined for unsatisfactory performance unless the Board can substantiate that the bargaining unit member's performance has been seriously deficient, during which time the bargaining unit member has been given a sufficient opportunity to improve.
- C. The Board agrees that the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline does not preclude immediate disciplinary action in cases of serious and/or overt actions.
- D. Disciplinary actions shall be defined as warnings; reprimands (written or oral); suspensions (with or without pay); and discharge.

Members of the bargaining unit shall be subject to disciplinary action under the following procedures:

- 1st level: Verbal reprimand by the employee's immediate Supervisor. A record of this reprimand will be placed in the employee's personnel file. If there is no additional infraction for a period of two (2) calendar years, the disciplinary action shall be deemed invalid.
- 2nd level: Written reprimand by the employee's immediate Supervisor. The employee shall receive a copy of the written reprimand and, upon request, a meeting with his/her immediate Supervisor will be held to discuss the problem.
- 3rd level: Suspension, with or without pay, up to five (5) days. An employee who continues the behavior(s) necessitating the use of this procedure may, after the third occurrence, be suspended for up to five (5) work days with or without pay. The employee shall also receive a written warning that the commission of another infraction may result in the

employee's discharge. Upon the employee's return from suspension, a meeting will be held.

4th level: Termination of employment. An employee who continues the behavior(s) necessitating the use of this procedure may be terminated.

- E. Disciplinary interviews and reprimands shall be made in private. For all disciplinary hearings or actions an affected bargaining unit member may, if he/she deems it necessary, request the presence of a representative, and when such request is made the hearing or action shall not proceed until the bargaining unit member has been given a reasonable period of time to secure representation.
- F. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding, and correcting shall be termed casual and shall not require the presence of a representative. If a bargaining unit member believes such communication is becoming disciplinary in nature, the bargaining unit member has the right to ask that a union representative be present.
- G. Any employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file. A bargaining unit member who is disciplined must be disciplined within twenty (20) scheduled work days of the date the appropriate supervisor knew or should have known of the act or condition upon which the discipline is based, or within twenty (20) scheduled work days of the receipt of any investigatory report on an employee by an outside agency, whichever is later, unless the parties agree mutually to extend the deadline. Such agreement shall not be unreasonably withheld.
- H. Prior to the suspension or discharge of a bargaining unit member, the bargaining unit member shall receive prior notice of the possible action, with such notice containing reason or reasons for the action. Prior to the suspension or discharge,

said bargaining unit member shall be entitled to a hearing before the Superintendent, with union representation, for the purpose of discussing the reasons and permitting the bargaining unit member to offer defense in his/her behalf.

ARTICLE IX - JOB DESCRIPTIONS

- A. The Board shall have written job descriptions for all bargaining unit positions outlining the general duties and responsibilities of each job classification. Such job descriptions are intended to assist bargaining unit members in understanding the scope and general nature of their regular work.
- B. Each bargaining unit member will be given a copy of their current job description and the Union President shall be sent copies of each job description of positions in the bargaining unit. Copies will be provided whenever job descriptions are revised or new ones developed.
- C. A bargaining unit member shall not be involuntarily assigned work which is not sufficiently similar, in respect to duties, responsibilities, authority and qualifications, job classification. Any such involuntary assignment shall comply with the provisions of ORC 4117.08 (C).
- D. Each job description shall state "and other duties as assigned sufficiently similar, in respect to duties, responsibilities, authority and qualifications, to his/her job classification." Any such assignment shall comply with the provisions of ORC 4117.08 (C).
- E. Prior to the adoption of any updated job descriptions, the Board shall meet with NFACE to discuss the job descriptions it intends to adopt. At this time, the Board shall offer draft job descriptions to NFACE for each of the positions in the NFACE bargaining unit. NFACE will be permitted to review the job descriptions. The Board shall consider the suggestions made by NFACE before adoption of the final job descriptions. The content of the final job descriptions shall be determined by the Board of Education.

ARTICLE X - SENIORITY

A. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the date of the Board meeting at which the bargaining unit member was hired.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving Worker's Compensation benefits, or is on layoff.
3. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Bargaining unit members shall accrue one (1) year of seniority for each year that contains, a minimum of one hundred twenty (120) days under a regular contract, excluding time spent on unpaid leave during the work year.
5. Bargaining unit members who work less than one hundred twenty (120) days on paid status shall earn seniority prorated against the 120 day standard.
6. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

B. Classification Seniority

Classification seniority shall be defined as an employee's length of continuous service within a particular classification as a regular employee.

1. Employees may earn classification seniority in more than one classification at a time. Should an employee change classifications, an employee's seniority in a particular classification shall be "frozen" as of the date the classification is vacated. Should an employee return to a prior classification, the employee shall be credited with any prior classification seniority.
2. The following are classifications in which seniority may accrue: Administrative Assistant, EMIS Coord., Bus

Driver, Cook/Cashier/Helper, Custodian, Educational Aide, Head Cook, Library Aide, Maintenance, and Mechanic.

C. Seniority Tie Breakers

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member. If two or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 - a. the date of the Board meeting at which the bargaining unit member was hired, and then by;
 - b. the date the bargaining unit member made application for his/her initial employment in the district, and then by;
 - c. Most recent evaluation, if evaluation scores are identical, tie will be broken by supervisor.

D. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

Any bargaining unit member who makes the choice to enter a non-bargaining unit position may re-enter the bargaining unit with no loss of seniority for a period not to exceed six (6) months from the initial appointment to the non-bargaining unit position.

E. Seniority List

The Board will provide to the President of the Union a copy of a seniority list no later than August 1 of each work year.

The Board shall prepare a seniority list of all bargaining unit positions indicating the date of the Board's resolution to hire, current classification and the contract status (limited or continuing) of each bargaining unit member.

The names of bargaining unit members on the seniority list shall appear in seniority rank order within areas of classification, license or entry-level requirement, with the name of the most senior bargaining unit member appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

F. Transportation List

Within thirty (30) days next following Board ratification of this agreement, the Director of Transportation will prepare and post in the Transportation office a seniority list setting forth the following:

1. Name of each regular bus driver
2. Date of entry into the Newton Falls bus driver classification
3. In the event two (2) or more bus drivers have the same date of entry the seniority shall be determined by the provisions of Article X, Section B, of this Agreement.

G. Correction of Inaccuracies

The updated list shall be posted by the Union President within ten (10) days after the President and Superintendent have signed the corrected list.

No later than the start of any school year, a new seniority list shall be posted by the Union President and the process detailed above repeated.

ARTICLE XI - VACANCIES, TRANSFERS AND PROMOTIONS

A. Definitions

1. A "vacancy" shall be defined as any bargaining unit position which is or will be open due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent, or a newly created position including the expansion of a part-time assignment.
2. For purposes of this Article, a "transfer", whether voluntary or involuntary, shall be defined as a change in

job assignment, location, shift, number of hours, or schedule of more than one (1) hour without a change in classification. A "promotion" shall be defined as movement from one classification to another that is equal to or greater in rank. A "demotion" is the same except that it would be lower in rank.

B. Qualifications

1. The following shall constitute the criteria under which vacancies may be filled:
 - a. Qualifications and seniority shall be the determining factors in filling an opening, with qualifications being given emphasis. Qualifications for the position and of the applicants shall be determined solely by the Administration and shall further be listed on the job posting. Where applicants are determined to be equal in qualifications, seniority shall be the determining factor.
 - b. Bargaining unit members who meet or exceed the qualifications shall be deemed more qualified than any outside applicant. Qualifications once established for a position shall not be altered; however, it is understood that due to the differences in classifications a skill test may be administered to determine abilities necessary for proper job performance.

C. Posting and Bidding

1. When the Board or Administration decides to fill an opening in the bargaining unit, the Superintendent/designee will post the position for at least five (5) working days. The position will be posted for a period of ten (10) week days if the position is posted after the end of the school year, but before the beginning of the school year. The notice shall set forth the qualifications for and a description of the position, location, shift, wage rate, and anticipated starting date. A copy of all postings will be sent to the Union President prior to posting, provided that the Union President is present and working at his/her position during this time period. The Union President must inform the Superintendent within forty-eight (48) hours of the posting if the President believes the information contained in the

posting is in error. If the Superintendent agrees that the information is in error, the posting will be corrected and must be re-posted with the correct information for an additional five (5) working days.

2. A bargaining unit member may indicate his/her desire for a position before it is vacant by submitting his/her request for the position by March 1 of the year preceding the contract year for which the request is made. Each such request shall be answered whether the request was granted or denied. Any bargaining unit member who did not submit his/her request by March 1 of the preceding school year and who desires to be considered for a posted position must deliver to the Superintendent/designee a written, signed request to be considered. All such written requests for consideration must be filed with the Superintendent/designee no later than 4:00 p.m. of the fifth posted workday announcing the position. The Superintendent/designee shall announce the filling of the vacancy to all applicants. If more than one employee in the classification of the vacancy applies, the employee with the most classification seniority shall be awarded the position. If the two employees have equal classification seniority, the employee with the most system seniority shall be awarded the position. When two or more employees have equal qualifications for a job outside their current classification, the employee with the most system seniority shall get the position.
3. In the event that the Superintendent determines that no current employees are qualified, as per this Article, for the posted vacancy, the Superintendent shall have the right to employ an outside applicant.
4. If the position is filled pursuant to the above procedures and the employee does not complete the probationary period, then the position will be posted both in the District in accordance with this Section and outside the District as determined by the Superintendent. Both current employees and outside applicants are permitted to apply for the position. The person deemed most qualified by the Superintendent shall be recommended to the Board for the position.

D. Transfers

1. Involuntary Transfer - The Superintendent or his designees retain the right to transfer bargaining unit members involuntarily in the best interest of the district. If an involuntary transfer occurs, the least senior (job classification seniority) member in the affected classification shall be transferred.
 - a. No bargaining unit member shall be involuntarily transferred arbitrarily, capriciously, and without rational basis in fact.
 - b. A bargaining unit member being involuntarily transferred or reassigned will be placed only in an equivalent position involving no reduction in total compensation.
 - c. The Superintendent shall only implement an involuntary transfer in the event that there is no voluntary transfer.

E. Placement

When a bargaining unit member is reclassified on or after July 1, 2012, the employee shall be placed on the appropriate salary schedule at the same step as the bargaining unit member was placed before the reclassification.

F. Probationary Periods

The successful bidder for a job vacancy shall be entitled to a probationary period of sixty (60) working days for new employees to the district and forty-five (45) working days for existing bargaining unit members. The period may be extended by agreement of the bargaining unit member and the Administration. At the end of the probationary period, the bidder shall be returned to his/her former position or awarded a contract for the new position.

During the probationary period, the bargaining unit member's former position may be filled by substitutes or in any other manner deemed appropriate by the Administration including leaving the position vacant.

ARTICLE XII – VACATIONS

- A. Members of the bargaining unit working on an eleven (11) or twelve (12) month schedule shall be granted paid vacation time annually based on the following schedule:
1. 1 - 7 completed years of service 10 days
 2. 8 - 17 completed years of service 15 days
 3. 18 to 24 completed years of service 20 days
 4. 25 or more completed years of service 25 days
- B. For the purpose of determining vacation eligibility, a uniform anniversary date of 1 July shall be established.
1. New bargaining unit members and those with fewer than twelve (12) months of employment (most recent seniority) with this school district shall be granted vacation prorated at the accumulation rate of one (1) day per month of service to a maximum of ten (10) days per twelve (12) month period.
 2. After twelve (12) months of employment per the uniform anniversary date, employees shall be granted vacation according to the schedule in Section A.
- C. Bargaining unit members may schedule vacation for which they are eligible at any time with the approval of the Superintendent. Bargaining unit members will be permitted to take earned vacation time within the vacation year.
- D. Vacations will be non-accumulative. Any employee who currently has accumulated vacation time will be required to exhaust it by June 30th.
- E. Effective July 1, 2002, employees who are employed for less than eleven (11) months who transfer to or are hired for an eleven (11) or twelve (12) month position will be granted prorated service credit for vacation based on the total hours a twelve (12) month employee works (2080) divided by the number of regular contract hours worked by the employee in their prior position after July 1, 2002. The regular contract hours do not include overtime, supplemental, working as a substitute, or odd jobs performed by the employee. The regular contract hours the employee worked after July 1, 2002 are the only hours which will be included in the calculation.

For example, the employee works six (6) hours per day for nine (9) months for three (3) years. The total number of hours the employee worked during the three (3) years is 3,240. The total number of hours a twelve (12) month employee would have worked during the three (3) years is 6,240. The employee would be credited with 1.9 years of service as a full-time employee toward his years of vacation time. At the end of his first year as an eleven (11) or twelve (12) month employee, the employee would be credited with a total of 2.9 years of service for purposes of paid vacation time.

ARTICLE XIII – HOLIDAYS

- A. Members of the bargaining unit employed on an eleven (11) or twelve (12) month basis are entitled to the following paid holidays:
1. New Year's Day (January 1)
 2. Martin Luther King Day (3rd Monday in January, unless scheduled for a different day)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4)
 5. Labor Day (1st Monday in September)
 6. Thanksgiving Day (4th Thursday in November)
 7. Friday after Thanksgiving
 8. Christmas Eve Day (December 24)
 9. Christmas Day (December 25)
 10. New Year's Eve Day (December 31)
- B. Members of the bargaining unit employed on a nine (9) or ten (10) month basis are entitled to the following paid holidays:
1. New Year's Day (January 1)
 2. Martin Luther King Day (3rd Monday in January, unless scheduled for a different day)
 3. Memorial Day (last Monday in May)
 4. Labor Day (1st Monday in September)

5. Thanksgiving Day (4th Thursday in November)
 6. Friday after Thanksgiving
 7. Christmas Eve Day (December 24)
 8. Christmas Day (December 25)
- C. If any day designated in this article falls on a Saturday, the preceding Friday will be the holiday. If any day designated in this article falls on a Sunday, the next succeeding day is a legal holiday. However, the Board and Union agree that days on which school is scheduled shall not be considered holidays, under the provision that another day is scheduled for the paid holiday.
- D. To be eligible to receive a paid holiday each such employee accrued earnings on his next preceding and his next following scheduled work day before and after such holiday, or was properly excused from attendance at work on either or both of those days.
- E. Members of the bargaining unit employed less than nine (9) months shall be entitled to a minimum of those holidays enumerated in this article which fall during the employee's time of employment.
- F. Bargaining unit members regularly scheduled to work the Friday before Easter or the Friday after Thanksgiving providing classes are not scheduled to be in session may use an unrestricted personal leave day and be excused from work for one of those Fridays, upon approval of the immediate supervisor and Superintendent. Such use of personal leave shall not be limited to a certain percent of bargaining unit members requesting the use of personal leave and shall under normal circumstances be approved by the immediate supervisor and Superintendent.

ARTICLE XIV – LEAVES OF ABSENCE

Section 1. Personal Leave

- A. Members of the bargaining unit shall be entitled to three (3) days of unrestricted personal leave. Employees who are newly hired and begin working for the District by the first day of the beginning of the student school year shall be entitled to

three (3) days of unrestricted personal leave. An employee who is newly hired and assigned after the beginning of the student and school year and before February 1st of the school year in question shall be entitled to two (2) days of unrestricted personal leave for the school year. An employee who is newly hired and assigned to begin working on or after February 1st shall be entitled to one (1) day of personal leave for the school year.

- B. No more than ten (10) percent of the bargaining unit members may be granted personal leave on the same day, unless the Superintendent has authorized such leave in advance. In addition, no more than one employee per classification per day shall be permitted to use personal leave unless approved in advance by the Superintendent. Further, each employee may use only one (1) day of personal leave in May and one (1) day in June, unless additional days are approved by the Superintendent or designee.
- C. Requests for personal leave shall be made on the prescribed form. Except in emergencies, requests shall be submitted to the Superintendent/designee no later than three (3) days prior to requested date of use. The prescribed form shall require the employee to certify by signature that the leave was used in accordance with this procedure.

*Emergency shall be defined as follows: fire, theft, flood, tornado, earthquake or court appearance.

- D. Personal leave will only be granted in one-half or one day increments.
- E. Members with less than two hundred (200) accumulated unused sick leave days shall have any unused personal leave days added to their sick leave accumulation in July.

Section 2. Sick Leave

- A. Each member of the bargaining unit shall receive fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.
- B. Bargaining unit members upon approval of the responsible administrative officer of the school district may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated

to others, and for absence due to illness, injury, or death in the member's immediate family, based on increments of one-fourth (1/4) of their workday. Sick leave will only be granted in one-half (1/2) or one (1) day increments if the employee is aware of the need to use the sick leave in advance of the day for which it is requested. However, upon approval of the Superintendent or designee, sick leave use can be granted in increments of one-fourth (1/4) of a workday if the sick leave is to be used for the employee's illness which requires periodic treatments or periodic visits to a health care provider even if the employee is aware of the need to use the sick leave in advance.

- C. Immediate family is defined as or includes: spouse, brother, sister, child, father, mother, father or mother of spouse, foster parent, foster children, son- or daughter-in-law, brother- or sister-in-law, grandparents, grandchildren, aunt, uncle, and other immediate family living in the same household.
- D. Unused sick leave shall be accumulative to 300 days for the duration of the Agreement.
- E. Accumulated sick leave of a person separated from other public service in Ohio shall be transferable in accordance with Ohio Revised Code statutes.
- F. New bargaining unit members and currently employed members shall be entitled to receive an advance of two and one-half (2 ½) sick leave days if they exhaust their sick leave. So long as the member remains in the employment of the Board, the member is required to earn back any advanced sick leave days. Unearned advanced sick leave will be deducted from the final paycheck of any employee upon separation.
- G. If the Superintendent suspects falsification or a pattern or practice of abuse, or if the employee utilizes five (5) or more consecutive sick leave days, if requested by the Superintendent or designee, the employee shall be required to furnish a signed written statement justifying the use of sick leave including the name and address of the attending physician.
- H. The employee shall certify on the sick leave form that the employee is requesting sick leave for one of the permissible uses.

- I. Upon request by the Superintendent, the employee shall be required to supply a written statement from a physician to substantiate the need for sick leave if a pattern of misuse is suspected.

Section 3. Bereavement Leave

- A. Members of the bargaining unit shall be granted up to three (3) days of bereavement leave for a death in the employee's immediate family. Immediate family is defined as or includes: spouse, brother, sister, children, father, mother, father or mother of spouse, foster parent, foster children, son- or daughter-in-law, brother- or sister-in-law, grandchildren, grandparents, grandparents-in-law, step-children, step-parents, great-grandparents, aunts, uncles, and other immediate family living in the same household. An obituary notice may be required. Falsification of funeral leave may be considered as grounds for termination of contract. One (1) of the bereavement days must be for the purpose of attending the funeral, unless the funeral occurs on a Saturday or Sunday.
- B. This leave shall be separate and apart from and shall not be counted as use of sick leave.

Section 4. Assault Leave

- A. The Board will provide assault leave for an employee who is absent due to physical disability as a direct result of an assault by a non-employee which occurs in the course of the employee's Board employment. The Board will maintain the bargaining unit member on full pay status for a period not to exceed ten (10) days. The number of days shall be extended no more than an additional forty-five (45) days if the nature of the disability continues as certified by the bargaining unit member's attending physician.
- B. The bargaining unit member who has been assaulted must furnish a written, signed statement on forms provided by the Board to support the use of assault leave, as soon as he/she is able.
- C. The bargaining unit member who has been assaulted must file an assault complaint with appropriate officials in the appropriate jurisdiction.

- D. A certificate stating the nature of the disability and its duration from the bargaining unit member's attending physician shall be required before assault leave can be approved for payment.
- E. Assault leave granted under these regulations shall not be charged under sick leave.
- F. It is fully understood that a bargaining unit member assaulted in the course of employment (as a member of the Worker's Compensation Fund) has a right to file a claim with the State for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff.

In the case of an assault on an employee for which Workers' Compensation is paid, the Board will pay the difference between the Workers' Compensation and the employee's hourly rate.

- G. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

Section 5. Leave for Jury Duty

- A. When an employee receives a notice to appear before the Jury Commission for examination to serve as a juror, that employee must immediately inform his/her supervisor and forward a copy of the summons to the Superintendent.
- B. Any employee who is absent from duty for jury service will be granted pay not to exceed the difference between the jury pay and pay as an employee of the Board of Education during such jury service. To qualify for partial pay for absence to serve as a juror, the employee must certify to the Treasurer of the Board the amount of jury pay received.
- C. In the case where an employee normally assigned to second or third shift is required to participate in jury service said employee shall be compensated (as prescribed in Section B) and shall not be required to work their normal shift even if jury service is completed prior to the work shift.

Section 6. Unpaid Leave of Absence

- A. Upon a written request the Board of Education may grant a leave of absence for a period of not more than one (1) year for

education, professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.

- B. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.
- C. The Board of Education will continue to carry on payroll records the name of any employee who is on an approved leave of absence. The employee may elect to maintain his/her existing insurance coverage. The employee must make the monthly payments in the amount of the total monthly premium by the first day of the month.

Section 7. Parental Leave

- A. Employees who become pregnant, who are adopting or rearing a child less than one year of age, and who desire to return to work at a future date, shall be granted a parental leave. A parental leave shall be a leave without pay and shall be in accordance with provisions of Article XIV, Section 5 - Unpaid Leave of Absence. Parental leave may commence at any time during the period between commencement of pregnancy and end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) year. The Board may grant up to an additional year upon request of the employee.
- B. The unit member may continue to participate in the fringe benefit package providing he/she pays the full monthly premium to the Treasurer by the first day of each month.

Section 8. Military Leave

- A. Any employee who has left or leaves a position, by resignation or otherwise excluding contract termination or nonrenewal, and within thirty (30) days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, is eligible for a military leave of absence. Application for military leave should be directed to the Superintendent and accompanied by induction or enlistment documents.
- B. Employees granted a military leave of absence who receive a discharge other than dishonorable shall be re-employed by the Board under the same type of contract as that which he/she

last held in the School District, if such employee shall, within ninety (90) days after such discharge, apply to the Board for re-employment. Upon such application accompanied by a copy of the discharge papers, such employee shall be re-employed at the first of the next school semester, provided that such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such employee will be re-employed the first of the following school semester unless the Board waives the requirement for such thirty (30) day period.

- C. For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though service has been performed during such time, provided that such service does not exceed four (4) years.
- D. The Board of Education may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with the provisions in Article XV - Reduction in Force.

Section 9. Benefits While on Leave

All bargaining unit members are entitled to all the rights, benefits and privileges as provided in this basic labor agreement while on any authorized leave with pay.

No benefits that incur an expense to the Board of Education will be granted to a bargaining unit member while on a leave of absence without pay. Unit members on approved leave of absence without pay may continue insurance benefits included in this contract provided that the approved group benefit premium is made to the Treasurer during the first full week of each month.

Section 10. Return to Duty from Leave

- A. Upon completion of any leave of absence, the employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification if his/her former position no longer exists or the leave extends beyond one (1) year. In order to insure this right, the leave must specify the exact date of return when possible.

- B. An employee who fails to return to duty within two (2) weeks of the completion of a leave of absence, without explanation to the Board, may be removed.

Section 11. Other Authorized Absence

Other absences from scheduled work may be authorized, without pay, provided the employee submits a written request for such, in advance, and with full explanation. Such requests may be denied by the administration with the reason for denial attached to the request.

Section 12. Association Leave

The Superintendent shall permit a total of four (4) paid days of leave annually, non-cumulative, to attend Association Conferences, workshops, and representative assemblies. Notice shall be given to the building principal/supervisor at least five (5) days in advance of the conference/workshop or representative assembly.

Section 13. Workshop or Seminar Leave

Any classified employees may, upon approval of the Superintendent, be granted professional leave time with pay to attend workshops and/or seminars, conferences and job related enrichment activities as directly related to his/her specific job classification. Such leave must be approved five (5) days in advance when possible.

Section 14. Bonus Stipend for Not Using Sick or Personal Days

- A. NINE (9) and TEN (10) MONTH EMPLOYEES: Each employee who completes a grading period without using Sick or Personal Leave days shall be paid a bonus of one hundred dollars (\$100) per grading period. Each employee who completes the school year without using Sick or personal Leave days shall be paid one hundred dollars (\$100), in addition to the one hundred dollars (\$100) per grading period to a maximum per year of five hundred dollars (\$500).
- B. TWELVE (12) and ELEVEN (11) MONTH EMPLOYEES: Each employee who completes the grading period without using Sick or Personal Leave days shall be paid a bonus of one hundred (\$100) per grading period. [A fifth (5th) summer period – starting with the end of the fourth (4th) grading period until the beginning of the first (1st) grading period is added for

eleven (11) and twelve (12) month employees.] Each employee who completes a year without using Sick or Personal Leave days shall be paid one hundred dollars (\$100), in addition to the one hundred dollars (\$100) per grading period to a maximum per year of six hundred dollars (\$600).

- C. An employee must work the scheduled number of calendar days within the grading period and/or school year to receive the bonus each grading period. The bonus shall be paid in the second pay following the end of each grading period. The one hundred dollar (\$100) additional for completing the year without using Sick or Personal Leave shall be paid in the first pay in July for nine (9) and ten (10) month employees and in the second pay in September for twelve (12) and eleven (11) month employees.

ARTICLE XV – REDUCTION IN FORCE PROCEDURE

Whenever the Board of Education deems it necessary to reduce the number of employees due to lack of funds as certified on the Amended Certificate of Estimated Resources one fiscal year to the next fiscal year, the return to duty of regular employees after leaves of absence, territorial changes affecting the District, reorganization, or the abolishment of a position, and/or other reasons set forth in O.R.C. 3319.172, it shall do so in the following manner:

- A. Provide the Association President with a list of the affected employees. The list will be sent by certified mail prior to any action taken by the Board.
- B. Reduction shall be accomplished first by resignation, retirement, or attrition. If no employees are scheduled to retire or resign at the time of the reduction the Board shall, within each classification affected, suspend contracts first of the non-tenured employees in reverse order of their seniority in the system. All references to seniority are defined in Article X of this contract.
- C. For purposes of reduction the Board shall use the following categories: (1) Aides; (2) Bus Drivers; (3) Cafeteria; (4) Custodial; (5) Maintenance; (6) Mechanics; (7) Administrative Assistant; and (8) EMIS Coordinator. An employee can only “bump” into those classifications previously held under a contract. When an employee resigns, with an intended break

in service, or fails reemployment, or is dismissed, his/her seniority shall terminate the last day he/she performs duties under contract.

- D. The names of employees whose contracts are suspended due to the reduction in force shall be placed on a recall list in the category in which they were suspended for twenty-four 24 months from the date of official Board action on the suspension of contracts. Non-certificated employees on the recall list have the following rights:
1. Employees who are suspended shall be recalled as the Board determines that positions in their classification are to be filled. Suspended employees who are on the recall list shall be recalled in the order of their seniority in the system, i.e., reverse order of layoff to the last open position in the classification affected.
 2. Employees who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent certified mail. Appropriate recall notices shall be sent to employees to be recalled at the most recent address furnished in writing by the employee. All recall notices are to be sent by certified mail.
 3. If such a vacancy occurs, the Board will send an announcement via certified mail to the last known address of all employees on the recall list who are eligible for the position. All employees are required to respond in writing, via certified mail, to the district office within ten (10) calendar days or be deemed to have waived his/her right to recall. The most senior of those responding will be given the vacant position.
 4. An employee on the recall list will, upon acceptance of recall, have the same seniority and accumulation of sick leave as when his/her contract was suspended.
 5. The parties agree that these procedures apply only to the suspension of contracts under this Article. This Article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

- E. If the Association President's position is to be reduced in force, he/she shall be reassigned to a similar position or to a position that person is capable of performing through the duration of their term of office. After their term is up they cannot be re-elected as President if their original position no longer exists. If this were to occur, that person shall be placed on the recall list.

ARTICLE XVI – TRANSPORTATION

Beginning July 1, 1993 bus drivers will be considered as either full or part-time with full-time drivers, being compensated for at least four and three quarter hours (4 ³/₄) and part-time drivers being compensated for at least two and three quarter hours (2 ³/₄). At the beginning of the 2013-2014 school year, there shall be at least eleven (11) full-time drivers and all others will be considered part-time drivers. It is understood that any increase in the hours of a position shall result in the position being posted and filled in accordance with Article XI of this Agreement.

However, should the District go into fiscal watch, the eleven (11) full-time bus drivers may be subject to the Reduction in Force procedures provided in Article VI of this Agreement, so as to create an adequate and sustainable number of bus drivers to fulfill the needs of the District.

A. Seniority

Seniority for all Transportation Department employees shall be determined by the provisions and procedures established by Article X of this Agreement.

B. Routine Duty/Route Assignment

1. At the beginning of each school year, the transportation supervisor shall post the regular routes.
2. Routine duty/route assignment shall include all duty which is part of a driver's normal daily/weekly assignment. Each driver may also elect to choose a mid-day assignment from a separate list of routes designated by the Transportation Coordinator from all anticipated regular routine duty that is to be performed between the a.m. and p.m. (mid-day).

3. Two weeks after school opens, drivers bid for a regular route. Bids and assignments are based on seniority.
4. A driver is required to provide written notice at least three (3) school days in advance of the driver's intended extended absence from his/her routine duty schedule (extended absence defined as an absence which is expected to last for five (5) or more working days). This duty shall become available to a driver with lesser hours after three (3) school days in accordance with Article 18 - Temporary Assignments.
5. In the event a routine duty assignment becomes available during the school year, the duty shall be posted. The assignment shall be given to the most senior driver who responds to the posting, in writing, within five (5) school days.

C. Non-Routine Duty/Extra Field Trips

1. Assignment of Extra Trips

- a. It is the primary purpose of the transportation department to convey students to and from school.

When the administration posts an extra trip, the following procedures will apply. All educational trips and athletic trips will be taken by school vehicle when it is at all practical with the safety and welfare of the students in mind. However, the Administration is permitted to allow the use of rental buses for extracurricular and field trips on up to five (5) trips per year. It will be the responsibility of the administration to determine what method of transportation is most suitable, when nine (9) students or less are traveling.

- b. On or before the first day of school, a roster listing all regular drivers will be posted.
- c. Extra trips will be offered to drivers on a rotational basis commencing with the most senior driver with the least number of extra trips hours and continuing through the list once. After each driver has had an opportunity to accept a trip and declined, the transportation coordinator may either appoint or hire

a substitute. If no substitute is available, the transportation coordinator may assign the driver with the least seniority as defined in Paragraph A of this Article to the trip. The driver chosen by the supervisor shall be required to take the extra trip unless extenuating circumstances exist which would excuse the driver from the trip. A driver shall only be charged on the rotation roster for the actual time spent beyond the regular route. The driver shall be responsible for completing the necessary paperwork.

(1) Duty hours shall be equalized to the extent possible among all regular bus drivers in the bargaining unit.

(2) Regular drivers hired by the Board during the school year shall be charged with most hours posted plus one (1) additional hour.

- d. A rejection by a driver for any reason during his/her regularly scheduled workday shall be charged to that driver's total trip hours. An "R" will be placed on the rotation list to indicate that a driver has refused to take an extra trip.
- e. If a driver is unavailable to take the trip because of an authorized leave of absence, then the hours will be charged to that driver's total extra trip hours. When a driver is working his/her regular route that would conflict with a field trip that would result in more pay and/or more hours, the driver shall be free to choose between his/her regular route or said field trip.
- f. A driver who is assigned a field/extra trip and is unable to drive his/her regular a.m. or p.m. route will be paid as set forth in this paragraph. If the time for the field/extra trip is more than the time for the driver's regular a.m. or p.m. route he/she missed, then the driver will be paid the actual time for the field/extra trip. If the time for the field/extra trip is less than the time for the driver's regular a.m. or p.m. route, the driver shall be paid for the time equal to his/her regular a.m. or p.m. route.

- (1) An "R" will be placed on the rotation list to indicate that a driver is unavailable for an extra trip if the driver chooses this option.
 - (2) A rejection by a driver of a trip for which he/she has had same day notice shall not be charged to that driver's total extra trip hours.
- g. Trips shall be dated and numbered by the Transportation Coordinator/designee in the order they are received.
- (1) Trips shall be posted and asked for seven (7) days prior to the day the trip is to be taken, or when received if less than seven (7) days prior notice is not possible.
 - (2) If a non-routine trip is cancelled, the driver assigned to the trip will be assigned the next unassigned trip.
 - (3) In the event a field trip is cancelled without prior notice to a driver who has accepted the trip, the driver shall be entitled to regular duty one (1) hour of pay at the driver's regular rate of pay, provided the scheduled but cancelled field trip was for a time after the driver had completed all regular duty for the day in question or was scheduled on a non-school day (two (2) hours/non-school day).
- h. The updated rotations list shall be maintained by the Transportation Coordinator and will be made available for inspection upon a reasonable request.
- i. A summary of driver's extra trip hours will be posted in the Transportation Office.
- j. Time slips for all trips will be turned in by 9:30 a.m. the next day. Actual hours will be posted on the rotation sheet after time sheets have been turned in.
- k. Summer duty assignments shall be asked for the same as non-routine duty. If a driver does not want a summer trip, it is to be submitted in writing by the last day of school.

- l. The discretion of the Transportation Supervisor will determine if an extra trip is offered to a bus driver where the hours are projected to exceed forty (40) in a week.
- m. If after the above procedures have been completed and the regular or extracurricular route is still not filled or assigned, the transportation coordinator shall attempt to assign the route to an employee in another classification. The transportation coordinator is permitted to drive the route only if an employee in another classification is not available.

2. Field Trip Driver Pay Rates

- a. Field trips within or outside the school district: Drivers will be paid their regular rate of pay, one hour minimum (1/4 hours thereafter).
 - (1) Drivers shall be compensated at regular hourly rate for all time consumed in performance of the assignment.
- b. Overnight Field Trips
 - (1) Drivers shall be compensated at regular hourly rate for all time consumed in performance of the assignment not to exceed eight (8) hours/day.
 - (2) In addition, drivers will be reimbursed for meals up to a maximum of \$25.00 in each year of the agreement per day (with receipts) and lodging of similar accommodations as the adult members accompanying the students (with receipts).

D. Mechanics

- 1. The second full-time mechanics/bus driver position will be for 12 months beginning July 1, 2013. Summer time mechanics hours are five (5) per day.
- 2. Any mechanic hired after September 2004, will be required to possess an ASE Certification or similar certification deemed satisfactory by the Superintendent to be a bus mechanic. Said mechanics will also be required to possess a CDL with a passenger endorsement.

3. Buses will be repaired as soon as practicable as determined by the Superintendent or designee upon receiving a need to repair report from the mechanic that the bus needs repair or discovers the need on his/her own.
4. The cost to the District to have the buses repaired by other than school employees shall be limited to \$12,000 per year. Those repairs not included in the \$12,000 limit are those listed below and those determined by the Superintendent after meeting with the mechanic:
 - A. Major transmission repair;
 - B. Major body repair; and
 - C. Major frame repair.
5. The buses shall be evaluated three times per year and will pass the T30 or similar report.

E. Mechanical Breakdown Pay

The Board agrees that any driver who exceeds the established total hour per diem time on any working day due to mechanical breakdowns or work performed in connection to any trip taken to aid such breakdown shall be paid the regular hourly rate for any time above and beyond the established per diem time.

F. Added Route Time and Pay

Should a route consistently exceed the time provided on a regular basis, the driver shall be compensated for time worked in fifteen (15) minute intervals, by next pay period.

G. Maintenance Pre-Trip Time

All drivers shall be allowed thirty (30) minutes maintenance time per day for work performed to maintain their buses in accordance with those policies and procedures specifically promulgated from the Transportation Department. Additional appropriate time may be given to properly maintain the buses in those situations where thirty (30) minutes would not be sufficient time in which to maintain the buses.

H. General Provisions

1. Bus Washing

- a. Bus drivers will be paid \$90.00 for washing and cleaning their buses a minimum of three (3) times each semester.
- b. The Board will pay costs involved for washing buses (e.g., water, soap, etc.) and shall designate the location(s) for such washing. Cost incurred will be reimbursed upon receipt within five (5) days from the date the voucher is submitted to the Director of Transportation.
- c. Payment for the flat wage rate will be made on an annual basis during the last two (2) weeks of June, upon receipt of claim.

2. Physical Examinations

Annual physical examinations for bus drivers shall be at the expense of the Board. The Board will designate those physicians/facilities at which physical examinations will be conducted.

3. Other Costs

The employer agrees to pay the costs (up to \$25.00) for any driver or mechanic who finds need to receive training, through an approved training source, for a state required skill test providing the individual has been employed in that position for a period of twenty-four (24) months.

4. Bus Drivers' Meetings

- a. When a driver is required by his or her immediate supervisor to attend one of the following meetings, the driver will be compensated at the regular rate of pay negotiated for the drivers for at least one hour clock time or the actual clock time of the meeting (whichever is greater).
 - (1) Annual Safety Meeting
 - (2) In-service meeting(s)

- (3) Driver/Supervisor/Parent Conferences
- (4) Drug Testing

Not later than seven (7) days following such meeting(s), the driver will submit a time slip to his immediate supervisor with a written explanation of the nature of the meeting. Payment shall be made by the next pay period.

5. Calamity Days

If the Newton Falls Schools are not in session and a driver regularly assigned to a non-public school routine duty is unable to work on account of a calamity closing the non-public school, the regularly assigned driver shall have the day off with the regular rate of pay.

6. Driver Training

All vacancies for driver training shall be posted. Vacancies and assignments shall be given to the most senior qualified driver who applies. Assignments shall be for the length of time necessary to complete the training, but once the training is completed for the student(s), the trainer is free to receive another training assignment. Compensation shall be at the appropriate hourly rate.

7. CDL License for Other Employees

The Board will pay for the total costs of obtaining the drug test, physical and fingerprinting for any member of the bargaining unit, regardless of classification, who wishes to obtain a certified bus driver CDL License from a Board-approved training program and who is otherwise certified to drive a bus. The Board shall pay fifty percent (50%) of the cost upon completion of any additional certification requirements which must be met and fifty percent (50%) of the costs at the end of the school year. If at any time during the two years after being certified to drive a bus the employee loses his/her ability to drive a bus, the employee will be required to repay the above-listed total costs.

a. Use of Employees from Other Classifications

- 1. If the Superintendent or designee determines, based upon the needs of the District, that an

employee who holds a CDL license and is certified to drive a bus in accordance with this section is needed to drive a regular or extracurricular route, the employee may be temporarily removed from his/her regular assignment and temporarily assigned a bus route. The employee will be paid at the higher of either his/her regular rate or the bus driver rate for the trip.

2. If the Board pays the costs set forth in 8(a), the employee must maintain their certification to drive a bus and may not refuse to drive when temporarily reassigned or asked to work hours in addition to their regular assignment unless extenuating circumstances exist which would excuse the driver from the trip. Unless the Superintendent or designee decides otherwise, and if the work is not yet completed, the employee shall be permitted to return to his/her regular duties for the same duration of time he/she was assigned to bus duties.
3. If a problem arises in the implementation of paragraph 8 of this Article, the parties agree to meet and discuss the problem and attempt to solve it.

ARTICLE XVII – HOURS OF WORK AND OVERTIME

A. Workyear

The employment year for all bargaining unit members will be from July 1 to June 30. Each individual employee salary notice will state the number of hours per day, rate of pay, and the number of days to be worked. Due to the imperfect and changing calendar, the actual number of workdays may vary. The school year, which is also governed by state law (ORC 3313.62) will determine the needs of the district in support areas.

B. Workweek

The standard workweek will be scheduled as five (5) consecutive days. Hours to be worked will be consecutive, except by specific assignment.

Once regular hours have been scheduled, no employee may have his/her regular hours reduced except for lack of work and shall be done in accordance with the reduction in force procedures contained in Article XV.

C. Overtime

1. Overtime shall be paid for all hours worked in excess of forty (40) hours per week at the rate of one and one-half (1 1/2) times the employee's hourly rate. All hours paid, including holidays and paid leaves, shall be calculated as hours worked for purposes of overtime.
2. Bargaining unit members working for special functions will be paid their regular hourly rate unless eligible for a premium rate of overtime as described above.
3. A bargaining unit member required to work beyond their regularly scheduled shift because of an authorized school function or an authorized absence for which a substitute is not available shall receive overtime at one and one half (1-1/2) times their regular rate of pay for all hours in excess of said regular shift. Minimum payment shall be one hour overtime. The Administration retains the right to require the employee to work a minimum of one (1) hour in excess of their regular shift.
4. Assigned work performed on a recognized legal holiday shall be paid at the rate of two (2) times the employee's regular hourly rate. Employees will have the right to reject work that falls on a recognized holiday.

D. Break Time

1. Employees, excluding bus drivers and bus aides, shall be entitled to a break period according to the following schedule as assigned by the supervisor:

4 - 6 hour employees	10 minutes per day
Over 6 hour employees	20 minutes per day
2. Employees in a classification for which no paid lunch is provided will be allowed a thirty (30) minute uninterrupted duty-free lunch period.

E. Call Back Pay

An employee who is called back to work by his/her supervisor after completing a normal day's work will receive a minimum of one (1) hour pay at his/her regular hourly rate, regardless of length of time worked.

F. Compensatory Time

By mutual agreement with the immediate supervisor, a bargaining unit member may take compensatory time in lieu of cash for overtime worked. Compensatory time shall be recorded on weekly time sheets and approved by the immediate supervisor. Such compensatory time must be taken within the month; the total which may be accumulated shall be limited by the provisions of the Fair Labor Standards Act. No person shall be forced to take compensatory time in lieu of cash. Compensatory time should not be used by one employee if another employee protests that such use has a negative impact upon him/her.

G. Calamity Days

When the Superintendent closes schools due to an epidemic or other calamity, employees not required to work will earn their regular hourly wage for all hours lost due to the school closings. The Board reserves the right to require any employee to report on a calamity day.

When an employee is required by an administrator or supervisor to work when schools have been closed due to a calamity, the employee shall be paid at a rate of time and one-half (1-1/2) for all hours actually worked.

After the waived days (i.e., days not necessary for compliance with minimum school year), twelve-month employees shall report to work when required by a responsible administrator or supervisor at his/her regular rate of pay.

The provisions contained herein shall not preclude the use of any other leave provisions contained in this Agreement.

H. Workday

The starting and ending times of an employee's workday may be changed by the Superintendent or his/her designee for good cause by giving five (5) working days notice to the

affected employee or employees on up to two (2) occasions per school year. The employee's schedule can be changed by a maximum of one (1) total hour either at the beginning or end of the employee's schedule. This provision does not limit the Superintendent's or supervisor's right to require or ask an employee to work beyond their regular work shift during the day in question.

I. Labor/Management Committee

A labor/management committee shall be established for the purpose of improving communications, solving problems, and suggesting solutions between the staff and the administration, subject to the following conditions:

1. The labor/management committee shall consist of three (3) members of the Association, including the President, and three (3) members of the Administration, including the Superintendent or designee.
2. The committee shall be utilized to improve communications between the unit members and administrators and to deal with any problems arising out of this relationship.
3. The function of this committee is to address problems, clarify issues, answer questions, suggest solutions and resolve problems. The function of this committee is not to merely complain. In addition, negotiations, re-negotiations of the contract or processing of grievance shall not be a function of this committee.
4. The Superintendent or designee and the NFACE President shall serve as co-chairpersons.
5. Meetings shall be held after work hours at least once each calendar quarter or at the request of either party at a mutually agreed date and time.
6. The Superintendent and/or the NFACE President shall informally advise the other party in advance of any issues to be addressed.
7. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed one hour unless the parties mutually agree to extend the meeting.

8. The Board, at their option, may require consensus building training for members to serve on this committee.

J. Custodial/Maintenance

1. Extra events shall be offered on a rotating basis within the building that the custodians are assigned starting with the most senior custodian. Extra events shall be voluntary. After a custodian works or declines to work an event, they shall be moved to the bottom of the rotation list so the next opportunity will be offered to the next most senior custodian.
2. A custodian that is working an extra event shall report to work one-half hour before the event begins, work the duration of the event, and at least one-half hour after for clean-up.
3. Absence will consist of personal day, sick day, and vacation day.
4. Two (2) working days prior notice of absence by a.m. custodian:
 - a. Mandatory – Supervisor is required to offer the vacancy due to absence to the most senior interested custodian within the building which they are assigned.
5. Less than two (2) working days prior notice of absence by a.m. custodian:
 - a. Optional – Supervisor is not required to offer the vacancy due to absence to the most senior interested custodian within the building which they are assigned.
6. Contact the Supervisor to verify your paperwork (sick Leave, vacation, personal day forms), have been received on time. All custodial employees must deliver their paperwork to the Board of Education office.

ARTICLE XVIII – TEMPORARY ASSIGNMENTS

- A. Except for cafeteria employees and except as set forth in Article XI (F) (for 60 day probationary employees), when a temporary vacancy occurs within a classification, the Board shall offer the vacancy to those employees within the classification and building where the vacancy exists prior to obtaining a substitute.
- B. Temporary vacancies in the cafeteria shall be filled in accordance with the existing, established call out procedure (Section C of this Article).
- C. For the purposes of this Section and Article XVI, a temporary vacancy shall not occur within the bus driver classification unless the absence of a regular driver is expected to be five (5) or more work days in duration. The provision shall not apply if the temporary vacancy is a result of a bus driver being awarded another position in the district pursuant to Article XI (F).
- D. The most senior interested employee will be temporarily assigned to a vacancy provided that he or she has the qualifications and ability to perform all of the necessary duties required of the vacant position.
- E. Temporary assignments will be terminated whenever the vacancy no longer exists. The employee will return to his or her regular assignment subsequent to termination of the temporary assignment.
- F. Except for cafeteria employees, not more than one (1) temporary assignment will be made per each occurrence of a temporary vacancy. Cafeteria employees shall be given the opportunity to work additional hours prior to having substitutes to fill a temporary vacancy that provides additional hours.
 - 1. Known absence(s) of cafeteria employees to occur the next and/or following day(s) of any scheduled school day will activate a procedure whereby the cafeteria supervisor or designee will inform the most senior employee that additional hours are available for the following day(s). The most senior employee will have the right to accept or reject the additional hours of the temporary absent assignment. Two moves will be made, by seniority, for additional hours created by the temporary absent assignment. Only after said two moves are completed

may a substitute be called to fill the temporary absent assignment. If the employee absence(s) is known to be three (3) or more days, no substitute shall be assigned or receive hours which are greater than hours assigned a regular cafeteria bargaining unit member.

2. When a cafeteria employee reports off after 10:00 P.M. for the following day, any necessary movement will be made by seniority within the building(s) affected prior to calling a substitute.
- G. If no senior employee(s) elect(s) to accept the additional hours offered to them, then the Board retains the right to hire substitutes when necessary or leave the position vacant.
- H. In the event the Board determines it is necessary to employ summer help, nine (9), ten (10), or eleven (11) month employees currently with the district shall be offered the employment before going outside the system.

Beginning with the summer of 2004, in the event the Board determines it is necessary to employ summer help, the hiring for summer employment shall be in accordance with the following procedures:

1. Employees who wish to be considered for summer help shall submit their name to the Union President who shall compile the list and submit it to the Superintendent or designee by May 1 of each school year.
2. The employee(s) to be offered summer work and the summer work the employee(s) will perform will be determined by the Superintendent or designee.
3. Nine (9), ten (10), and eleven (11) month employees hired pursuant to this provision of the agreement shall be paid at the substitute rate regardless of the number of years the employee has worked in the summer or with the Newton Falls Exempted Village School District.
4. This provision does not apply to the Board's need to hire substitute workers for those on sick leave or vacation or to workers assigned and paid by government agencies including, but not limited to, P.I.C. and any other federal or state subsidized work training programs.

ARTICLE XIX - PAYROLL PROCEDURES AND PAY PRACTICES

A. Pay Periods

Except when twenty-seven (27) pay periods are required by the calendar year, bargaining unit members will be paid in twenty-six (26) pay periods during each calendar year. Employees will be paid utilizing direct deposit.

B. Distribution of Paychecks

Distribution of paychecks by direct deposit shall be every other Friday. If it becomes necessary during the term of this contract, the union agrees to meet with the Treasurer to adjust dates as necessary depending upon school calendar adoptions by the Board. If payday falls on a legal holiday or on a day when school is not in session, pay will be direct deposited one day prior to the scheduled payday. However, if a scheduled payday falls within one (1) day of the last school day prior to the Christmas or Spring break, that pay will be direct deposited on the last school day prior to the break.

All school mailings will be sent to all members of the bargaining unit.

C. Dues Deductions

1. Deduction of yearly union dues and/or fees shall be authorized for payroll deduction to the Treasurer of the school by the bargaining unit member for the following:
 - a. Local Association and its affiliates
 - b. Annuities
 - c. Credit Union
 - d. FCPE, according to ORC 3313.262
 - e. United Way
2. No later than October 5, annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the union shall be submitted to the Treasurer.

D. Payroll Errors

Any payroll error resulting in insufficient payment for a member in the bargaining unit shall be corrected and a supplemental check issued not later than the next payroll period after the bargaining unit member provided written notice to the Payroll Department. In the event a bargaining unit member is overpaid, reimbursement will be accomplished in a period of time not to exceed two (2) months from the time the bargaining unit member is notified of the overpayment.

E. Salary Notice

Bargaining unit members shall receive salary notices in accordance with the Ohio Revised Code.

F. Travel Expenses

1. Bargaining unit members using their own automobile while on authorized school business will be reimbursed at the rate allowed by I.R.S. per mile via the most direct route, effective July 1 of each year.

G. Shift Differential

1. The following pay supplements will be added to the negotiated hourly wage for custodians working the shifts indicated:

a. 2nd Shift (3:00 p.m. to 11:30 p.m.) -

2013-2016 - 30¢

b. 3rd Shift (11:00 p.m. to 7:30 a.m.) -

2013-2016 - 35¢

2. Shift differential pay supplements are added to the regular negotiated hourly wage rates for the bargaining unit members.

H. BCI/FBI Reimbursement

Members of the bargaining unit are required to have a BCI, FBI check done and shall be reimbursed the total amount of the costs by the Board of Education with proof of receipt. To be reimbursed the full amount, the member must have the BCI and FBI check done at a Board-approved location.

If a member has the BCI and FBI check performed at a more expensive location than the Board-approved location, the member will be reimbursed up to the amount charged by the Board approved location.

I. SERS Pick-Up

1. The Board agrees to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System paid upon behalf of the members in the bargaining unit, at no cost to the Board, under the following terms and conditions:
 - a. The amount to be "picked-up" on behalf of each bargaining unit member shall be the mandatory contribution of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - b. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - c. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
 - d. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and workers' compensation shall be based on the bargaining unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).
2. Each bargaining unit member will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this

article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

J. Severance Pay

1. Severance pay shall be a one-time lump sum payment to eligible bargaining unit members according to the following provisions:
2. Eligibility - A bargaining unit member's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
 - a. The individual retires from the school system.
 - b. "Retirement" shall be defined to mean eligibility for and acceptance into the State Employee Retirement System (SERS) for retirement benefits.
 - c. The individual must have been a bargaining unit member of this school system a minimum of ten (10) years.
3. Benefit Calculation - The amount of the benefit due a bargaining unit member shall be calculated by:
 - a. Multiplying the bargaining unit member's accrued but unused sick leave by one fourth.
 - b. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
 - c. The amount of the benefit calculated in Steps a. and b. directly above shall not exceed the value of fifty-five (55) days of accrued but unused sick leave for the duration of this agreement.
4. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the bargaining unit member.
5. In the event of the death of any bargaining unit member while in the employ of the Board, all benefits generated by this article shall be paid to the bargaining unit member's surviving spouse or estate. In addition to

severance pay, the payment to the surviving spouse or next of kin shall include payment for all accrued but unused vacation pay.

6. No SERS deductions shall be withheld from the severance pay; and the acceptance of severance pay shall eliminate all sick leave credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.
- K. Any unit member employed as a regular full-time employee shall upon reaching two hundred (200) accumulated sick days begin to store unused personal days to a maximum of ten (10), for addition to severance pay. The maximum number of personal days in any one year are those agreed on in Article XIV.
- L. The Board of Education shall appropriate for each calendar year a sum of One Thousand Dollars (\$1,000) as a stipend for NFACE personnel for courses taken through a training source approved in advance by the Superintendent. Employees shall not receive more than their cost for the course. If the total amount requested by all employees exceeds \$1,000, the amount due each employee will be reduced by the percentage by which the total requests exceed the sum of \$1,000, then each employee will be paid 90% of the amount they requested.

Employees must be employed by the District for at least 2 years before being eligible for this provision.

Procedure for application of payment:

- a. Employee shall submit a reimbursement form to the Superintendent by September 1st for a course taken during the last twelve (12) months. Evidence of successful completion of the course must accompany this form. This evidence can be in the form of a grade or the official transcript from an accredited university, college, vocational and/or technical school where the course was taken. Proof of payment for the course is also required.
- b. Payment will be made by October 30th in a single sum.

ARTICLE XX – UNION FINANCIAL SECURITY

- A. Membership dues of the Union shall be deducted in equal installments beginning with the second paycheck in November of each school year through June on the basis of deduction authorizations supplied by the Union to the Treasurer. Such deduction shall be for a period of one year except that authorizations may be withdrawn during a period of thirty (30) days each year ending September 30, provided that notification of withdrawal is submitted to the Treasurer and Union during such 30 day period.
- B. The enrollment period for such deduction shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Union.
- C. The Board will make available to the Union, a single printout showing the members from whom dues were deducted.
- D. The Union shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.
- E. If for any reason the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the bargaining unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the bargaining unit member and/or the Union.
- F. In recognition of the Union's service to the bargaining unit, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying to the Union a service fee not to exceed the amount of dues uniformly required of member of the Union. All such deductions shall be the exclusive right conferred upon the Union per Article I - Recognition.
 - 1. Individuals in the bargaining unit hired during the effective or amended term of this Agreement will, within sixty (60) days of employment, pay to the Union the dues or the service fee. New bargaining unit members will be permitted to authorize payroll deduction within the sixty (60) days specified above.

2. The Union shall notify the Board of the service fee amounts and of any changes in the service fee amounts in the same manner as notifications of the amounts and changes in the amounts of dues deduction. Service fees will comply with all applicable state and federal laws.
 3. Bargaining unit members may either pay directly to the Union or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization Form delivered to the Board. Should the bargaining unit member not pay, the bargaining unit member shall be liable to the Union in a civil action for damages for said service fee.
 4. Objections to service fee payments by unit members holding religious conscientious objections shall be governed by ORC 4117 and all applicable state and federal laws.
- G. The Board's obligation to make deductions shall terminate automatically upon transfer to a job classification outside of the bargaining unit or until such time as the employee quits, resigns, or is terminated. The Union President and Treasurer will be notified of all deduction terminations.
- H. The Union shall indemnify the Newton Falls Schools, the Board of Education, Treasurer, their agents and assigns, and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of action taken by the Newton Falls Schools for the purpose of complying with any of the provisions of this article, or in reliance on any list, notices or assignments furnished under any of such provisions.
1. The Union may provide legal counsel for the Board in matters involving indemnification under the provisions of this Article.
 2. If the Board does not want to be represented by OEA appointed counsel, then the Board may select its own legal counsel provided that the Board pays the cost of said counsel.

ARTICLE XXI – WAGES

- A. Salary increases for salaries in effect during this Agreement shall be as follows:

Effective July 1, 2013	25 cents on base.
Effective July 1, 2014	25 cents on base.
Effective July 1, 2015	25 cents on base.

- B. For each schedule in effect for 2013-2014, 2014-2015, and 2015-2016, twenty-five cents (25¢) an hour increase starting with step 0. With ten cents (10¢) an hour increment on step 1 through 7 and fifteen cents (15¢) an hour increment at steps 10, 15, and 20.

- C. Except for one 4.5 hour per day administrative assistant position, all other administrative assistants shall receive and work on an eight (8) hour per day schedule. The special services administrative assistant work year shall be the same as the high school administrative assistant, and the 4.5 hour administrative assistant position shall be a 10-month contract.

- D. Administrative Assistants who perform EMIS functions in addition to their regular duties, shall be paid \$.15 per hour in addition to their regular hourly rate for all hours worked. Future increases, if any, to this amount will be negotiated separately from the hourly rate schedule.

**CLASSIFIED HOURLY WAGE SCHEDULE
Effective July 1 for 2013-2014**

ADMINISTRATIVE ASSISTANTS

	High School	Elementary	Junior High Special Services
0	14.42	14.24	14.30
1	14.52	14.34	14.40
2	14.62	14.44	14.50
3	14.72	14.54	14.60
4	14.82	14.64	14.70
5	14.92	14.74	14.80
6	15.02	14.84	14.90
7	15.12	14.94	15.00
10	15.27	15.09	15.15
15	15.42	15.24	15.30
20	15.57	15.39	15.45

Effective July 1 for 2013-2014

TRANSPORTATION

	Bus Mechanic	Drivers
0	15.59	15.50
1	15.69	15.60
2	15.79	15.70
3	15.89	15.80
4	15.99	15.90
5	16.09	16.00
6	16.19	16.10
7	16.29	16.20
10	16.44	16.35
15	16.59	16.50
20	16.74	16.65

FACILITIES

	Maintenance	Custodians
0	15.59	15.04
1	15.69	15.14
2	15.79	15.24
3	15.89	15.34
4	15.99	15.44
5	16.09	15.54
6	16.19	15.64
7	16.29	15.74
10	16.44	15.89
15	16.59	16.04
20	16.74	16.19

CAFETERIA

	Cooks	Helpers
0	14.41	13.86
1	14.51	13.96
2	14.61	14.06
3	14.71	14.16
4	14.81	14.26
5	14.91	14.36
6	15.01	14.46
7	15.11	14.56
10	15.26	14.71
15	15.41	14.86
20	15.56	15.01

Effective July 1 for 2013-2014

AIDES

Aides	
0	14.08
1	14.18
2	14.28
3	14.38
4	14.48
5	14.58
6	14.68
7	14.78
10	14.93
15	15.08
20	15.23

CLASSIFIED HOURLY WAGE SCHEDULE
Effective July 1 for 2014-2015

ADMINISTRATIVE ASSISTANTS

	High School	Elementary	Junior High Special Services
0	14.67	14.49	14.55
1	14.77	14.59	14.65
2	14.87	14.69	14.75
3	14.97	14.79	14.85
4	15.07	14.89	14.95
5	15.17	14.99	15.05
6	15.27	15.09	15.15
7	15.37	15.19	15.25
10	15.52	15.34	15.40
15	15.67	15.49	15.55
20	15.82	15.64	15.70

Effective July 1 for 2014-2015

TRANSPORTATION

	Bus Mechanic	Drivers
0	15.84	15.75
1	15.94	15.85
2	16.04	15.95
3	16.14	16.05
4	16.24	16.15
5	16.34	16.25
6	16.44	16.35
7	16.54	16.45
10	16.69	16.60
15	16.84	16.75
20	16.99	16.90

FACILITIES

	Maintenance	Custodians
0	15.84	15.29
1	15.94	15.39
2	16.04	15.49
3	16.14	15.59
4	16.24	15.69
5	16.34	15.79
6	16.44	15.89
7	16.54	15.99
10	16.69	16.14
15	16.84	16.29
20	16.99	16.44

CAFETERIA

	Cooks	Helpers
0	14.66	14.11
1	14.76	14.21
2	14.86	14.31
3	14.96	14.41
4	15.06	14.51
5	15.16	14.61
6	15.26	14.71
7	15.36	14.81
10	15.51	14.96
15	15.66	15.11
20	15.81	15.26

Effective July 1 for 2014-2015

AIDES

	Aides
0	14.33
1	14.43
2	14.53
3	14.63
4	14.73
5	14.83
6	14.93
7	15.03
10	15.18
15	15.33
20	15.48

CLASSIFIED HOURLY WAGE SCHEDULE
Effective July 1 for 2015-2016

ADMINISTRATIVE ASSISTANTS

	High School	Elementary	Junior High Special Services
0	14.92	14.74	14.80
1	15.02	14.84	14.90
2	15.12	14.94	15.00
3	15.22	15.04	15.10
4	15.32	15.14	15.20
5	15.42	15.24	15.30
6	15.52	15.34	15.40
7	15.62	15.44	15.50
10	15.77	15.59	15.65
15	15.92	15.74	15.80
20	16.07	15.89	15.95

Effective July 1 for 2015-2016
TRANSPORTATION

	Bus Mechanic	Drivers
0	16.09	16.00
1	16.19	16.10
2	16.29	16.20
3	16.39	16.30
4	16.49	16.40
5	16.59	16.50
6	16.69	16.60
7	16.79	16.70
10	16.94	16.85
15	17.09	17.00
20	17.24	17.15

FACILITIES

	Maintenance	Custodians
0	16.09	15.54
1	16.19	15.64
2	16.29	15.74
3	16.39	15.84
4	16.49	15.94
5	16.59	16.04
6	16.69	16.14
7	16.79	16.24
10	16.94	16.39
15	17.09	16.54
20	17.24	16.69

CAFETERIA

	Cooks	Helpers
0	14.91	14.36
1	15.01	14.46
2	15.11	14.56
3	15.21	14.66
4	15.31	14.76
5	15.41	14.86
6	15.51	14.96
7	15.61	15.06
10	15.76	15.21
15	15.91	15.36
20	16.06	15.51

Effective July 1 for 2015-2016

AIDES

	Aides
0	14.58
1	14.68
2	14.78
3	14.88
4	14.98
5	15.08
6	15.18
7	15.28
10	15.43
15	15.58
20	15.73

ARTICLE XXII – INSURANCE

- A. For employees hired on or before July 31, 2003 to qualify for Board paid insurance benefits, bargaining unit members must work a minimum of twenty (20) hours per week under a regular contract. Those bargaining unit members working fewer than twenty (20) hours per week may participate in such benefits at the bargaining unit member's expense through payroll deductions or direct payment to the Treasurer in advance of premium payment. However, the 4.5 hour part-time administrative assistant position does not qualify for Board paid insurance benefits. The bargaining unit member may participate in such benefits at the bargaining unit member's expense through payroll deductions or direct payment to the Treasurer in advance of premium payment.

- B. In the event both husband and wife are employed by this school district, they shall be covered by one family insurance plan, except for the life insurance which shall be granted to both such bargaining unit members.

"Recognized family dependents" will be those recognized by the insurance carrier.

- C. Dental Insurance - The Board shall provide dental coverage (UCR plan) for each eligible member of the bargaining unit

and recognized family dependents at not less than the level of coverage currently in effect. The Board contribution for such coverage shall be 100% of policy cost.

- D. Vision Insurance - The Board shall provide vision insurance coverage (Plan C) for each eligible member of the bargaining unit and recognized family dependents at not less than the level of coverage currently in effect. The Board contribution for such coverage shall be 100% of the policy cost. Employees who are covered by vision insurance as of 8/15/03 and who choose to opt out of the vision plan by September 30, 2003, shall be paid \$100 for the 2003-04 school year and for each year thereafter that they remain out of the plan for the duration of this contract.
- E. Life Insurance - The Board shall provide life insurance in the amount of \$50,000 for each eligible member of the bargaining unit. The life insurance will include double payment provisions for accidental death and dismemberment (AD&D) as stated in the current policy. The Board contribution to such coverage shall be 100%.
- F. Preferred Provider Organization Plan (Option) – Effective no later than June 1, 2008, as long as the Trumbull County Schools Insurance Consortium offers the plan, the Board will provide a PPO plan option chosen by the District for each eligible member of the bargaining unit and recognized family dependents. For the duration of this Agreement, the Board shall pay the premium and the employee shall pay \$75.00 per month for single coverage or \$100 per month for family plan.

Employees whose insurance premiums are increased to \$100 per family or \$75 per single, will receive a one-time insurance stipend of \$500 upon ratification of the Contract by both parties.

G. Insurance Contracts

The Board shall provide the Union with a copy of each insurance contract, within thirty (30) days after the ratification of this agreement, and any mutually-agreed upon changes to the insurance contract(s).

H. Modifications

During the life of this contract, if the plans currently in force are modified due to the Board's selection of a different insurance

carrier, the levels of coverage and services provided shall not be less than those in effect at the initiation of this agreement.

- I. Bargaining unit members who have been employed in the Newton Falls Schools may elect not to be covered under the Hospitalization/Major Medical Insurance Plan. In consideration of their waiver of this insurance coverage, they shall receive an \$850 bonus subject to the following provisions:
 - a. The employee must waive his/her right to coverage in writing to the Treasurer by August 31 of each year.
 - b. Coverage must be waived for the period September 1 - August 31 of each year except as otherwise permitted by paragraph (e) below.
 - c. Spouses employed by the district are not eligible for this benefit.
 - d. He/she will receive a lump sum rebate payment the first pay period in October the following year.
 - e. If a bargaining unit member leaves employment for any reason within ninety (90) days of the first day in which the employee is not covered under the hospital/major medical insurance plan, this bonus shall be calculated on a per diem basis.

- J. New employees employed after July 1, 2003 must work 25 hours or more per week on a regular basis to be eligible for insurance benefits. For those eligible employees who wish to be covered under a single plan, the Board shall pay 85% of the single PPO plan premium offered by the Board. The Board shall pay 80% of the family PPO plan offered by the Board.

Such new employees employed after July 1, 2003 shall not be eligible for Board paid vision insurance.

K. Spousal Coverage

If Spousal Coverage is managed by the District's Health Insurance Consortium, the mandated language will be included by reference in the Negotiated Agreement between the Board and NFACE.

ARTICLE XXIII – EFFECTS

A. Effects

This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of this contract shall be made during the life of this contract except by mutual agreement but otherwise neither party shall have a duty to negotiate with respect to any matter during such period.

B. Severability

If any provision of the contract or any application of this contract to an employee or group of employees shall be found to be contrary to law by the State Employment Relations Board or any Court of competent jurisdiction, and after all appeals or times for appeal have been exhausted, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

C. Maintenance of Standards Provision

During the duration of this contract, the Board agrees to maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of this contract.

This contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.

D. Distribution

Within thirty (30) days after this agreement is signed, one hundred (100) copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Newton Falls ACE and the Board shall have an opportunity to proofread and approve the contract before and after printing.

It shall be the responsibility of the Newton Falls ACE to have the contract printed and to distribute one copy to each Board member and school administrator as well as to each bargaining unit member in the system. Additional copies may be ordered at the expense of the party requesting same.

E. Duration

1. This agreement between the Board and the Union shall be in effect from 12:01 a.m. July 1, 2013 and shall remain in effect through midnight June 30, 2016, at which time it shall expire.
2. This agreement is hereby approved and adopted by the Board and the Union upon the signature of their respective presidents, this 17th day of October, 2013.

Newton Falls Board of
Education

Newton Falls Association
of Classified Employees

Board Negotiating Team:

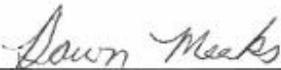
Union Negotiating Team:

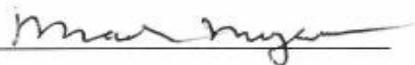


Chief Negotiator



Chief Negotiator





APPENDIX A

INFORMAL GRIEVANCE NOTIFICATION

Dear _____:
(Administrator)

This letter is a request for an informal meeting to discuss an alleged grievance.

Sincerely,

(Employee)

(Date)

RESOLUTION:

Administration

Grievant/Representative

**NEWTON FALLS SCHOOLS EVALUATION FORM
CLASSIFIED EMPLOYEES**

Date Completed _____ Building Area/Bus No. _____

Name _____ Classification _____

In the completion of the evaluation place an "X" in the appropriate column as you review and discuss each item. A more meaningful evaluation will result if suggested improvement goals are noted in space under each item or under comments.

	Unsatis- factory	Needs Improvement	Job Requirements	Above Expectation
1. <u>Punctuality</u> On time and conforms to time schedule	_____	_____	_____	_____
2. <u>Attendance</u> Is very regular, seldom absent	_____	_____	_____	_____
3. <u>Job Performance</u> Good understanding of fulfillment of job requirements – proper knowledge – care of assigned machine(s) equipment, and/or vehicle	_____	_____	_____	_____
4. <u>Shows pride in job and school system</u> Demonstrates a positive interest in work, keeps immediate supervisor(s) informed	_____	_____	_____	_____
5. <u>Orderliness</u> The organization and cleanliness of the individual's work and work area	_____	_____	_____	_____

- | | | | | | |
|-----|--|-------|-------|-------|-------|
| 6. | <u>Executes written and oral instructions in proper manner</u>
Complies with rules and established procedures | _____ | _____ | _____ | _____ |
| 7. | <u>Receptive to change and constructive criticism</u>
Accepts responsibility readily | _____ | _____ | _____ | _____ |
| 8. | <u>Is courteous</u>
Language is pleasant, person to person or on telephone | _____ | _____ | _____ | _____ |
| 9. | <u>Job safety</u>
Practices and promotes | _____ | _____ | _____ | _____ |
| 10. | <u>Exercises good judgments</u>
Relating to job performance, keep confidences
Demonstrates self control | _____ | _____ | _____ | _____ |
| 11. | <u>Works effectively with fellow employees</u> | _____ | _____ | _____ | _____ |
| 12. | <u>Works effectively with teachers, students, community group(s) and other</u> | _____ | _____ | _____ | _____ |
| 13. | <u>Works effectively with immediate supervisor(s) and administrators</u> | _____ | _____ | _____ | _____ |
| 14. | <u>Displays initiative</u>
Finds constructive things to do rather than wait for instructions | _____ | _____ | _____ | _____ |
| 15. | <u>Strives for improvement</u> | _____ | _____ | _____ | _____ |

16. Comments – by Evaluator

17. Comments – by Employee (Optional)

Signature of Person Evaluated

Date

(Signature indicated that you have participated in the evaluation but does not imply agreement with the ratings of the evaluator).

It is recommended that _____ be employed by the Newton
(employee)

Falls Board of Education as a _____ for the _____ - _____
contract year.

Evaluator-Principal/Supervisor

Date

Reasons for not being re-employed:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

To be submitted to Superintendent's Office upon completion of evaluation. An individual may, upon request, be given the opportunity to examine his/her own evaluation file.