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NEGOTIATED AGREEMENT  
BETWEEN THE OHIO  
ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES OAPSE/AFSCME  
LOCAL 4/AFL-CIO LOCAL #709  
AND THE  
NORTH FORK LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION  
July 1, 2017 – June 30, 2020

Scott Hartley  
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**CERTIFICATE**  
**(O.R.C. 5705.412)**


RE:

IT IS HEREBY CERTIFIED that the NORTH FORK LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, agreement, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: June 19, 2017

NORTH FORK LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

BY:   
Treasurer

BY:   
Superintendent of Schools

BY:   
President, Board of Education

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## **ARTICLE 1: RECOGNITION**

### **100 - RECOGNITION**

- A. The North Fork Local Board of Education, hereinafter referred to as the “Board”, recognizes the Ohio Association of Public School Employees, AFSCME-AFL-CIO and its Local #709, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative for the classified employees, as defined in Article 1 Section 101 (A) Bargaining Unit Representation, employed by the Board.

### **101 – BARGAINING UNIT REPRESENTATIVE**

- A. The Association shall be recognized as the sole and exclusive bargaining representative for all classified employees of the North Fork Local School District Board of Education including food service personnel, transportation personnel, aides, secretaries, clerical, custodians, mechanics and building maintenance.
- B. All confidential employees, management-level employees, supervisors, seasonal and casual employees, (including substitutes), and professional employees as defined by the Ohio Revised Code, including the Superintendent, Assistant(s) to the Superintendent, Principals, Treasurer, Assistant(s) to the Treasurer, and Secretary to the Superintendent and/or Treasurer shall be excluded from the bargaining unit.

## ARTICLE 2: NEGOTIATION PROCEDURE

### 200 – SCOPE OF NEGOTIATIONS

- A. Bargaining Teams - The Board, or designated representatives of the Board, will meet with representatives designated by the Association for bargaining. All bargaining shall be conducted exclusively between said teams and shall be conducted using Win/Win as a bargaining strategy. The number of team members shall be determined by mutual agreement.
- B. Submission of Issues - Upon request of either party to open bargaining, a mutually accepted meeting date shall be set following such request. Such request shall not be made more than one hundred twenty (120) days prior to the expiration of the master contract. Each party must submit all issues at the first session. Except by agreement of the parties, no additional issues may be raised after the initial exchange.
- C. Bargaining Procedures - The Board and the Association agree to use Win/Win in an attempt to reach agreement on matters related to wages, hours, and terms and conditions of employment for members of the bargaining unit. The bargaining teams shall meet at mutually agreed upon places and times for conducting good faith bargaining. “Good faith bargaining” requires that the Association and the Board react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons, provided however, nothing herein requires either party to agree or to make a concession. Such meetings shall not be open to the public and shall not be held during the regular school day.
- D. Both parties agree to supersede the statutory dispute resolution procedures set forth in the Ohio Revised Code. If agreement is not reached within sixty (60) days following the request for opening negotiations, either party may request the services of a mediator. Unless otherwise mutually agreed to, the mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS). The Board and the Association, if any, of such mediating services shall share the cost, equally. The mediation process shall extend no more than thirty (30) days from the date the mediator first meets together with the Board and the Association, unless both parties agree to continue the process. Upon the expiration of this contract, the Association shall have the right to proceed under the Ohio Revised Code.
- E. Caucus - Upon request of either party, the discussion shall be recessed to permit the requesting party a period to caucus.
- F. Exchange of Information - Prior to and during the period of discussions, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration, except confidential reports compiled by either party for the exclusive information of its bargaining team.

- G. Reaching Understanding - As tentative understanding is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed understanding shall be reduced to writing as a tentative agreement and first submitted to the Association for ratification and then to the Board for approval. Both parties shall act upon the tentative agreement within thirty (30) days. If approved by the Association and by the Board, the master contract shall be executed by the presidents of the Board and the Association and shall be binding upon the parties to the extent permitted by law.
- H. Progress Reports - The parties agree that during the period of negotiations and so long as the parties have not declared an impasse, the proceedings for the discussion shall not be released to the media unless such an issuance has the prior approval of both parties. Such releases may be made without prior approval at any time after an impasse has been declared.
- I. As used in this Agreement, days are to be school days unless otherwise stated. Day - A day shall be a school day (i.e. a regularly scheduled day on the school calendar) during the school year. During the months of June, July, and August a day shall be a day the district office is open for business.
- J. The contract will be available and distributed electronically.
- K. The cost of the Win/Win facilitator shall be shared in a manner to be negotiated between the Board and the Association prior to negotiations.

## **201 - ALTERNATIVE BARGAINING PROCEDURES**

- A. Memoranda of Understanding may be written to include any other method of negotiations.

## ARTICLE 3: ASSOCIATION DUES

### 300 - DEDUCTIONS

- A. The Board agrees to deduct Association dues upon the written authorization of the member of the Bargaining Unit. The Treasurer agrees to remit the dues to the State Association Treasurer monthly together with a list showing the names of the members and the amount deducted. A copy of said list shall be forwarded to the Association Treasurer.
- B. Said deductions shall be made in twenty-four (24) equal payments beginning with the first paycheck in September.
- C. The amount of dues to be deducted (including fair share fees) will be certified to the Board Treasurer in writing by the first day of school in September. The Association will certify the dues or fair share amount to be withheld from any newly hired employee within sixty (60) days of said employee's hire date.
- D. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization for the term of this Agreement.
- E. In order for a payroll deduction to be established, except for Association dues, annuity and supplemental insurance programs, and those currently in place, a payroll deduction must have at least ten (10) eligible members before deduction will be made by the Board's Treasurer.
- F. The Association agrees to hold the Board Treasurer and the Board harmless from any errors in dues deductions that may be made by either the Local Association or its affiliates.
- G. The employer agrees to deduct from the wages of any employee who is a member of the Association, a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Association. The employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **301 - FAIR SHARE SERVICE FEE**

- A. Employees subject to Fair Share Service Fee shall be defined as follows:
  - a. Each bargaining unit member hired after July 1, 2004, who is not a member of the Association by October 1 of the current year or by the sixtieth (60<sup>th</sup>) calendar day after his/her initial employment with the Board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the Treasurer without written authorization and shall be remitted to the Association's designee on the same basis as authorized dues deductions. The fee shall represent that portion of Association's dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the dues of the Association.
- B. All unit members who were dues paying members of the Association as of June 30, 2004, will either maintain such membership or be subject to Fair Share Service Fee.
- C. All unit members who were employed before July 1, 2001, and who are not members of the Association, shall not be subject to a Fair Share Service Fee.
- D. It shall be the responsibility of the Association to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of administration of or negotiating the Agreement or grievances.
- E. No member of the bargaining unit is required by this Article to become a member of the Association. Any person who objects to paying fair share because of religious beliefs as provided in the Ohio Revised Code shall be exempted.
- F. The Board's Treasurer shall issue electronic payment to the Association's designee each month with a list of those persons for whom the deductions were made and the amount deducted for each staff member.

## ARTICLE 4: EMPLOYEE ETHICS

### 400 – ETHICS PURPOSE

- A. The purpose of the Principles of Professional Conduct for North Fork Employees is to ensure that all employees adhere to the highest standards of honesty, dignity and integrity and to monitor those standards as a district at all levels.
- a. Employees shall not engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, no contest pleas, or participation in a court-ordered diversion or treatment in lieu of conviction program.
  - b. Employees shall maintain a professional relationship with all students, fellow employees, and parents at all times.
  - c. Employees shall not use, possess, or unlawfully distribute illegal or unauthorized drugs. Employees shall not use alcohol and/or tobacco during any school-related activity. Employees shall not furnish, provide, or encourage students or under-aged persons to use, possess, or unlawfully distribute alcohol, tobacco, illegal or unauthorized drugs.
  - d. Employees shall comply with state and federal laws relating to maintaining confidential information.
  - e. Employees shall ensure that school property, public funds, or fees paid by students or the community are not used for personal gain. Employees do not make decisions based upon gifts, gratuities, favors, or the socioeconomic status of parents, family members, community members, or businesses.
  - f. Employees shall accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.
  - g. Employees shall fulfill all of the terms and obligations detailed in their employment contract with the local board of education or educational agency for the duration of the contract.
  - h. Employees shall demonstrate behavior that reflects integrity, dignity and honesty in fulfilling their professional responsibilities. Employees do not engage in conduct unbecoming to the profession, pursuant to the Ohio Revised Code.
  - i. Violating any of the ethical statements above may result in disciplinary action from the local board of education and/or the state board of education.

## ARTICLE 5: GRIEVANCE PROCEDURE

### 500 - DEFINITIONS

Grievance - An alleged violation, misinterpretation, or misapplication of any provision of the negotiated Agreement between the Board and the Association.

Grievant - An employee, or group of employees, in the Bargaining Unit alleging a grievance.

A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of said group. If one employee fails to file a grievance and the same or similar violation, misinterpretation, misapplication reoccurs. Precedence shall not be set as to prevent all other employees from filing a grievance. All grievances must follow the agreed upon steps listed below.

### 501 – INFORMAL GUIDELINES

- A. Members of the Bargaining Unit who have a grievance shall, within ten (10) days of the infraction, or ten (10) days from when the member(s) became aware that an infraction had occurred, discuss the infraction and present the OAPSE/AFSCME investigative form (Appendix A) with his/her immediate supervisor in an attempt to resolve the matter informally.

### 502 – FORMAL GUIDELINES

- A. The written grievance used in the formal levels of this procedure shall state: 1) the specific agreement provision(s) alleged to be violated, misapplied, or misinterpreted; 2) a brief description of the grievance and the time, place, and date it occurred; 3) the relief sought, and 4) the date of submittal.
- B. Upon request the Association may assist and represent any member of the Bargaining Unit in preparing the proper information necessary to expedite the procedure.
- C. The parties involved shall consider time limits given as maximum unless otherwise extended by mutual agreement.
- D. Failure of the aggrieved to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- E. Failure of the Administration to respond in the time limits stated shall mean that the grievance shall move to the next level of the procedure.
- F. A grievance may be initiated at Step II (section 504 B) when it has been determined by the member's immediate supervisor that the subject is not within his/her realm of responsibility or control.



- G. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
- H. No reprisal shall be made against any party involved in use of this grievance procedure.
- I. A grievance may be withdrawn at any level without prejudice.

### **503 – INFORMAL PROCEDURES**

Within ten (10) days from the date, the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her immediate Supervisor for the purpose of attempting to resolve the matter. Failure to act within ten (10) days shall preempt the filing of a grievance in the particular case.

### **504 – FORMAL STEPS**

#### **A. Step I:**

- a. If the problem is not resolved as a result of the informal discussion, the grievant shall, within five (5) days after such discussion, submit the grievance on the OAPSE/AFSCME grievance form (Appendix B) to his/her immediate supervisor. A meeting shall be mutually arranged between the grievant and the Supervisor within five (5) days after submittal. Within five (5) days after the meeting, the Supervisor shall provide the grievant a written disposition on the grievance.

#### **B. Step II:**

- a. If the grievant is not satisfied with the disposition at Step I he/she shall, within five (5) days of receipt of the Supervisor's disposition, submit the grievance on the appropriate form OAPSE/AFSCME grievance form (Appendix B) to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant and the Association President a written disposition on the grievance.

#### **C. Step III:**

- a. If the grievant is not satisfied with the disposition at Step II, he/she shall, within five (5) days, submit the grievance on the OAPSE/AFSCME grievance form (Appendix B) to the Board of Education through the Superintendent. The Superintendent shall arrange for the aggrieved to meet with the Board in Executive Session at its next regular meeting to review the alleged grievance. The Board shall provide the grievant and the Association President a written

disposition on the alleged grievance within twenty (20) days after said Board meeting.

D. Step IV:

- a. With the concurrence of the Local, a grievant may appeal a non-binding Step III grievance disposition to FMCS Mediation. Notice of such appeal must be provided to the employer within seven (7) workdays of the Step III disposition. The parties will first attempt to agree on a mediator. If unable to do so, the parties will ask FMCS to appoint a mediator. The parties will conduct one mediation session unless there is a mutual agreement to continue mediation. Both parties shall share any cost incurred.

E. Step V:

- a. If the grievant is not satisfied with the disposition at Step IV, he/she shall, within ten (10) days, submit the grievance on the OAPSE/AFSCME grievance form to the Board of Education through the Superintendent. Arrangements shall be made between the Board and the Association to select an Arbitrator within fifteen (15) days of receipt of the appeal. The Arbitrator shall be selected using the Voluntary Labor Arbitration Rules of the Federal Mediation Consultations Services (FMCS).

## **505 – ARBITRATION**

- A. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the Agreement, nor shall he/she make any decisions contrary to law. He/she shall not imply obligations and conditions binding upon the parties from this Agreement except as set forth herein. The Arbitrator may rule on procedure related to employee evaluation. The power of the Arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure. In the event that a case is submitted to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision on recommendation on its merits.
- B. No arbitration meetings, when possible, will interfere with the classified employee's contractual duties. All meetings shall be held in private.
- C. The Arbitrator shall render final resolution in writing as soon as possible. That decision shall be binding to both the Board and the grievant. Upon receipt of the Arbitrator's written decision, the Board must accept the decision at its next regularly scheduled Board meeting.
- D. The cost of the arbitration shall be split by both parties, or borne by the party that withdraws the arbitration.

## ARTICLE 6: PARENT COMPLAINT PROCEDURE

### 600 – PARENT COMPLAINT PROCEDURES

Upon receipt of parental concerns relating to employees, including those that are of email origin, the supervisor will begin the process of solving the concern. The parent will be provided with a parent complaint form (Appendix C-1), and all efforts will be made to encourage the completion of the form by the parent. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant safety or criminal proceedings. Verbal complaints will be accepted in areas concerning safety or criminal issues only.

- A. Upon receipt of the “parent complaint” (Appendix C-1) the supervisor will give the parent complaint to the employee to make contact with the parent within two workdays of receipt of the complaint. If the concern or problem is resolved by this contact, no written documentation of the complaint shall be included in the employee’s personnel file. The employee will provide the supervisor with a written summary of the outcome of the issue.
- B. In the event the complaint could not be resolved by direct communication with the parent, a conference between employee, parent, and supervisor will take place. A written summary of the meeting must be prepared by the supervisor and kept by the supervisor. If the supervisor determines that the complaint is unwarranted, no written documentation will be included in the employee’s personnel file. If the supervisor determines the complaint is warranted clear expectations for correcting the problem must be developed at the meeting and written documentation will be entered into the personnel file.
- C. If the parent or employee is still not satisfied either might arrange a conference with the superintendent. The superintendent shall make a recommendation of findings from the conference and provide a copy to the employee, parent, supervisor and building administrator involved. If the complaint was determined to be unwarranted, any formal documentation will be removed from the personnel file.
- D. If the parent or employee is still not satisfied either might request a meeting with a majority of the board in executive session. A copy of the board’s recommendation shall be given to the superintendent, parent, supervisor, building administrator and employee. If the complaint was determined to be unwarranted, any formal documentation will be removed from the personnel file.
- E. If the superintendent, board, or any board member(s) receive an initial complaint from a parent about an employee, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate supervisor or administrator.

## ARTICLE 7: DISCIPLINE AND SUSPENSION

### 700 – EMPLOYEE DISCIPLINE

- A. Members of the bargaining unit shall be disciplined for good and just cause only pursuant to the following provisions.
- a. No formal disciplinary action shall be taken by the Superintendent without the opportunity for the member to have a representative of their choice present. The Superintendent may administer discipline of any of the discipline steps. The Superintendent may begin the investigation and provide a recommendation to the Board of Education for the termination of employment contracts.
  - b. The Superintendent and the Board shall administer a progressive disciplinary policy, but nothing herein contained shall require that a lesser sanction be imposed before a more severe sanction can be applied. For example, in cases where the health and safety of persons or property are in danger, the imposition of more severe sanctions may be applied.
  - c. Except in cases as noted in Section A (b) above, the discipline steps are as follows:
    1. Written warning
    2. Written reprimand
    3. Suspension without pay, not to exceed one day
    4. Suspension without pay, not to exceed five days
    5. Suspension without pay, not to exceed ten days
    6. Termination of employment contract
  - d. All disciplinary appeals shall be initiated within five (5) days of the receipt of the issue and will follow established discipline procedure. Discipline, which results in suspension without pay, shall be subject to binding arbitration.
  - e. Members may be disciplined for the following reasons:

<ol style="list-style-type: none"><li>1. Incompetence</li><li>2. Inefficiency</li><li>3. Dishonesty</li><li>4. Drunkenness</li><li>5. Insubordination</li><li>6. Immoral conduct</li></ol>	<ol style="list-style-type: none"><li>7. Discourteous treatment of the public</li><li>8. Neglect of Duty</li><li>9. Failure of good behavior</li><li>10. Any acts of misfeasance, malfeasance, or nonfeasance</li><li>11. Failure to perform assigned duties</li></ol>
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  - f. In the event the Superintendent becomes aware of conduct, or through any investigation for disciplinary matter, which could result in the loss of pay to a member, the member, and a representative of their choice, will be afforded an

opportunity to meet with the Superintendent prior to the actual loss of pay. The member will be given 48 hours' notice prior to meeting with the Superintendent. At the meeting, the member will be informed of the conduct at issue and the member may provide his/her explanation or version of the incident. Upon advance notice to the Superintendent, an Association representative may be present at the meeting. If the member feels that the discipline action is not appropriate, he/she may, within ten (10) workdays of meeting with the Superintendent, appeal the Superintendent's decision to the Board of Education.

## ARTICLE 8: REDUCTION IN FORCE

### 800 – LAYOFFS

- A. Whenever it becomes necessary to reduce the number of employees within a classification due to the lack of funds, lack of work, or the abolition of a position, the layoffs shall be conducted as follows:
- a. The Union shall be notified prior to any reduction being implemented. A representative of OAPSE shall have the opportunity to meet with the Superintendent to discuss such reduction.
  - b. Upon the Board of Education's approval of a recovery/cut list, employees in the classification that is being reduced will have five (5) days to submit a letter to the superintendent for voluntary reduction. Those selected for voluntary layoff will be placed at the bottom of the recall list having the most senior employee at the very bottom.
  - c. An employee laid off because of a Reduction in Force Program shall be given thirty (30) days advanced written notification stating the reason for such lay-off. Except in cases of urgent necessity, notification shall occur prior to the school year that the Reduction in Force Program is to be implemented. If more than one employee has the same classification seniority, the superintendent will use district seniority as defined below. If still tied the names will be placed in a lottery. The Superintendent will draw a name(s) in the presence of a third party and that person(s) will be retained.
  - d. An employee whose position is abolished shall have the right to displace a less senior employee within the same classification. If there is no displacement available in the current classification the employee may displace the least senior member of another classification providing the laid off employee has the necessary qualifications, worked in the classification, and has more classification seniority (See Article 8 Section 804) than the displaced employee. If an employee intends to displace, a letter needs to be submitted to the superintendent within ten (10) days of the employee receiving the written notification of layoff. For purposes of this section classroom aides (A-1, H-1 and A-3) will be considered one classification. The only exception being that a part-time employee may not displace a full-time employee.

### 801 – RECALL PROCEDURES

- A. All laid off employees shall maintain recall rights for a period a maximum of two (2) years from the date the Board approved the layoff. When returned to work, employees will retain all benefits and time of service.
- B. Employees being recalled shall be notified by certified mail or a letter of recall may be hand delivered with the employee signing to acknowledge receipt. The employee shall

have seven (7) days from receipt of the notice to accept the recall by sending an acceptance or rejection to the Treasurer by certified mail or by hand delivering their response. A failure to respond to recall in writing within seven (7) days of notice terminates all right to recall.

- C. No one will be newly hired into a classification until all laid off employees in that classification are reinstated or decline the position when it is offered. If an offer for employment is rejected, the individual will be removed from the recall list and employment will be terminated. It shall be the responsibility of all laid off employees to keep the treasurer's office informed of his/her contact information where they may be reached.
- D. Should transfers be necessary as the result of layoff, members of the bargaining unit may submit a letter to the superintendent requesting consideration of the transfer. The superintendent reserves the right to make re-assignments, which, in his /her sole and exclusive opinion, are in the best interest of the district.
- E. Laid off employees may be granted the right to continue to carry the employee insurance program made available to members of the bargaining unit by the Board in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the regulations promulgated there under.

## **802 – DISTRICT SENIORITY**

- A. District Seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire (the effective date or board approval date whichever comes first). A seniority list shall be given to the Association President by request.
- B. Seniority shall be broken when a member resigns, retires, or is non-renewed. If a member's contract is non-renewed and the member is subsequently rehired prior to the first workday of the succeeding school year, there shall not be a break in seniority.
- C. If the person employed for replacing an employee on leave is continued on a regular basis, or if the employee is hired by the Board as a regular employee within a year after his/her employment as a replacement, such employee shall receive credit for length of service with the Board during the aforementioned replacement period.
- D. Time spent in a non-bargaining unit position, within the district, shall not constitute a break in seniority.

### **803 – LAID OFF EMPLOYEES**

- A. Laid off employees, as the result of the Reduction in Force Program will be given preferential consideration for appointment as substitute.
- B. Laid off employees who have accrued vacation will have the option to be paid their accrued vacation in accordance with Article 14 Section 1412 - F either at the effective date of their lay off or at the end of their recall period.

### **804 – CLASSIFICATION SENIORITY**

- A. Classification Seniority shall be defined as the length of employment by an employee in a specific classification as listed below:

- A-1 Instructional Aide
- A-2 Transportation Aide
- A-3 Paraprofessional Aide
- B-1 Building Services
- F-1 Food Service Server/Cashier
- F-2 Food Service Assistant Cook
- F-3 Food Service Head Cook
- M-1 Maintenance/Grounds Keeper
- M-2 Maintenance Head Maintenance
- R-1 Records Clerk
- S-1 Secretary
- T-1 Driver w/o CDL
- T-2 CDL Driver
- T-3 Vehicle Mechanic



## **ARTICLE 9: SUBCONTRACTING**

### **900 – SUBCONTRACTING SERVICES**

- A. Subcontracting shall be defined as the abolishment of service performed for the Board by a group or total classification of employees (example: bus drivers, custodians, lunchroom, secretarial) and the Board elects to contract this service with an outside agency or group.
  
- B. In the event the Board determines that subcontracting will be used in place of bargaining unit member employees, the affected employees will be given a ninety (90) day written notice prior to Board action. This ninety (90) day written notice will provide the affected employees the opportunity to appear before the board at a board meeting with representation to present their views relative to the intended sub-contracting.

## ARTICLE 10: VACANCIES

### 1000 - VACANCIES

- A. When a vacancy or a newly created position is determined by the Superintendent to exist, it shall be posted by the administrative office electronically to everyone in the district. Vacant positions not eliminated or abolished will be posted for bid within 10 days of the vacancy. Each posting shall contain location, number of hours worked, title, days per year, and shift when applicable. The vacancy shall be posted for a period of five (5) days.
- B. Qualified employees shall apply, in writing, to the Superintendent within the time limitations established in the posted notice of vacancy. Qualification shall be defined as the minimum qualifications established and enforced by the Board and consistently applied to a new hire.
- C. In filling such vacancies, the Superintendent will first consider all internal applicants and their general qualifications, ability and efficiency to perform the work within the classification and/or School District. If two or more employees in the same classification are equally qualified for the position, the employee with the most classification seniority shall be appointed. If two or more employees from different classifications are equally qualified for the position, the employee with the most School District seniority shall be appointed (See Article 8 Section 802 for seniority definitions). If no one internal applicant is selected, the Superintendent may consider external qualified applicants.
- D. During the summer months, employees not on duty who are interested in possible future vacancies shall notify the Superintendent in writing so stating such interest and identifying the position to which they would like to be assigned if available. Such written notice of interest shall expire upon the employee's return to duty.
- E. The Association President shall be sent a copy of all vacancies posted.
- F. Employees who are promoted to a classification higher than the one in which they currently serve, will be placed on the pay step of their new classification that will provide them with at least a one dollar (\$1.00) increase above their current rate of pay on the salary schedule with the same effective date.
- G. Employees who take a voluntary demotion into a lower classification will be placed on the same pay step as the classification from which they are transferring.

## **1001 – BID DAY**

- A. A bid day will be established to bid on any vacant position after the posting has expired. That day will provide the shifting of any employee who is interested in the position based on qualifications and seniority. The bid procedures will continue until all positions are filled so that changes can be sent to the Board for approval. All shifts conducted during the bid day will be subject to the provisions of this article.
  
- B. Employees who bid on a vacancy within a classification will not be eligible to bid upon another vacancy in the same classification until they have served a minimum of 120 days in the assignment into which they were the successful bidder and were successfully placed.

## ARTICLE 11: PERSONNEL FILES

### 1100 – OFFICIAL PERSONNEL FILE

- A. The official personnel file of all employees shall be kept in the Administrative Office. Any employee shall have the right during regular office hours to examine his/her file upon request to the Superintendent.
- B. Every item in the file is to be dated at the time it is entered. Every employee shall have the right to indicate those documents in the file that he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the Superintendent, and meeting the requirements of the Ohio Public Records provisions and Board Policies materials deemed obsolete by mutual concurrence shall be removed. Records dealing with discipline shall have no reflection on progressive discipline unless they are directly related to the current issue after three (3) years.
- C. When members of the public request inspection of public records contained in the employee's personnel file, the Board will monitor such inspection to ensure that the records retained in such files are neither removed, added to or altered. Each employee subject to a records request will be notified of the request within five (5) working days thereafter. This provision does not include review of records contained in an employee's file by school personnel, members of the Board or their designee acting in an official capacity.

## **ARTICLE 12: CONTRACTS – EMPLOYMENT**

### **1200 – CONTRACTS**

- A. The Board of Education requires for the mutual protection of the District and the employee, that every employed person in a classified employee position including regular hourly rate and per diem employees sign an employment contract.
- B. The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Board that pertain to him/her.

### **1201 – CONTRACT SEQUENCE**

- A. Upon initial employment, classified employees will be offered a one (1) year contract.
- B. Employees who are rehired with less than one hundred twenty (120) days of employment will be offered an additional one (1) year contract.
- C. Employees who are rehired and who work at least one hundred twenty (120) days under a limited one (1) year contract shall be offered a two (2) year contract provided the employee have a satisfactory rating on their evaluation. If the employee is not offered a two (2) year contract, they will be notified of the reasons and if they dispute such reasons, they may request a meeting with the superintendent.
- D. Employees rehired after completion of a two (2) year contract shall be issued a continuing contract provided the employee has a satisfactory rating on their evaluation, and the salary provided in the last contract shall be matched or increased, but may not be reduced unless such reduction is part of a uniform plan affecting all classified employees of the District. If the employee is not offered a continuing contract, they will be notified of the reasons and if they dispute such reasons, they may request a meeting with the superintendent.

### **1202 – CONTRACT RENEWAL NOTICE**

- A. Notice of contract renewal must be given annually to each classified employee on or before June 1.

**ARTICLE 13: PAYCHECKS**

**1300 – PAY DATES**

- A. Bargaining unit members will be paid twenty-four (24) pays per contract year for their regular duties. Pay dates will be the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month. If any pay date falls on a weekend or holiday, the pay date will be the previous scheduled workday.
- B. Overtime and extra service/trip pay will be included in the paycheck for the pay period in which the overtime and extra trip pay was earned, provided approved time sheets are in the Treasurer’s office by 9:00 a.m. on the Monday following the end of a pay period. Approved time sheets delivered to the Treasurer after this time shall be paid in the next pay period following delivery.

**1301 – DEDUCTIONS**

- A. The following deductions and related Board contributions will be itemized on all bargaining unit members pay stubs providing arrangements can be made through the computer center:

- Federal Tax
- State Taxes
- Local Tax
- Medicare (new members only after April 1, 1986)
- Vacation accumulation
- Sick leave accumulation
- Personal leave accumulation
- SERS
- Association Dues
- PEOPLE
- Insurance Benefits

- B. A member may change banks and/or deductions amounts (i.e. amount to savings and amount to checking) at any time during the year upon written notification to the Treasurer.

**1302 – DIRECT DEPOSIT**

- A. All classified employees will be paid via direct deposit. Employees are to notify the Treasurer’s Office of the bank of preference on the District’s prescribed form. A paper check may be issued in emergencies, if approved by the Treasurer.
- B. All pay stubs will be sent electronically, and/or viewed through the Kiosk.

## ARTICLE 14: LEAVE PROVISIONS

### 1400 – DISTRICT KIOSK/AESOP

- A. The use of the district KIOSK or AESOP for all paid and unpaid leave must be submitted to the building administrator and/or designee at least seventy two (72) hours prior to the date such leave is to be taken. When emergencies arise, making this compliance impossible, besides notifying the building administrator or designee on the day of the absence, request on KIOSK or AESOP must be submitted to the building administrator and/or designee on the day the employee returns to work. Failure to complete the necessary form may result in dock of pay.

### 1401 - ASSAULT LEAVE

- A. Any member of the bargaining unit employed by the North Fork Local Board of Education who is assaulted in the course of such employee's employment, and who is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided.
- B. To be eligible for assault leave, the classified employee shall apply for and be granted Workers' Compensation payments in lieu of wages or wage continuation as determined by the Treasurer, or third party consultant. If such Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee.
- C. Any sick leave days deducted during the period the injured employee was awaiting eligibility for Workers' Compensation payments in lieu of wages shall be reinstated upon granting of the benefits.
- D. An injured employee who has insufficient sick leave accumulation to cover the period such employee is awaiting eligibility shall be advanced a sufficient number of days provided such advancement shall not exceed those number of sick leave days that can be earned during the balance of the current school year.
- E. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs. Assault leave will be terminated when the attending physician or psychologist has released the employee.

## **1402 - JURY DUTY**

- A. Members receiving notices to serve on jury duty shall promptly notify their supervisor and submit a copy of the notice to the board's treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. All remuneration received for reporting and/or serving on jury duty shall be assigned to the board's treasurer.

## **1403 MILITARY LEAVE**

- A. Members of the bargaining unit shall be granted military leave in accordance with the Ohio Revised Code.
- B. Any member of the bargaining unit will be granted leave, with pay, for military reasons up to a maximum of thirty-one (31) days per school year. Any additional time will be an unpaid leave of absence.
- C. Any member who is required to go into active duty shall be paid the lesser of five hundred dollars (\$500) or the difference between pay received for such leave and the unit member's regular salary for the number of days involved as per the Ohio Revised Code.
- D. The member is required to submit to the Treasurer verification of performance of such duty and payment received; or, in lieu of payroll deduction, can endorse a check for military duties over to the Board.
- E. An employee who enters the Armed Forces or the auxiliaries thereof, and who returns from such service with other than a dishonorable discharge, shall be re-employed by the Board under the same type of contract held at the time of entering the Armed Forces.
- F. Applications for reinstatement must be made no later than thirty (30) days prior to the expected day of return and not more than ninety (90) days after the discharge or release from the Armed Forces.
- G. Years of absence for military service shall be counted as though the work had been performed for the purpose of placement on the salary schedule. A maximum of five (5) years military service may be credited for salary placement.
- H. For salary purposes, total months of duty shall be divided by twelve (12) and the salary credit for each year shall be given for each year of service. The employee will still receive and pay for insurance benefits in the same manner as if they were actively working.
- I. A partial year of eight (8) months or more shall be counted as a year of service.



- J. Board is authorized to suspend the contract of an employee whose services became unnecessary due to return of an employee from the services in the Armed Forces.

#### **1404 - PARENTAL LEAVE**

- A. An employee shall, upon request, be granted leave subject to the following conditions:

- B. SICK LEAVE FOR MATERNITY/PATERNITY PURPOSES:

- a. Paid maternity leave will begin the date the child is born for a maximum of sixty (60) workdays if accumulated sick leave is available.
- b. Paternity leave will begin the date the child is born for a maximum of five (5) workdays. The Superintendent may approve the use of additional time for the father to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.
- c. If on the sixty-first (61) day documentation that a catastrophic condition still exists and the employee has unused sick leave available, the Superintendent may approve the use of additional sick leave for maternity leave. Any additional time will be unpaid leave.
- d. Sick leave, as authorized under this section, shall not exceed that number of accumulated and unused sick leave days to the credit of the employee and earned during that period of such leave.
- e. Mother and Father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse, unless approved by the Superintendent or according to the FMLA act.

- C. PARENTAL LEAVE WITHOUT PAY (Article 14 Section 1411-Unpaid Leave)

- D. INSURANCE

- a. Employees whose unpaid maternity leave exceeds sixty (60) days shall be carried on Board's employee roll and be eligible to obtain group insurance benefits at their own expense.

- E. ADOPTION LEAVE

- a. Accumulated sick leave may be used for reason of adoption and may not exceed sixty (60) workdays of accumulated sick leave time.
- b. Mother and Father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse unless approved by the Superintendent.

## **1405 - PERSONAL LEAVE**

- A. Employee shall accrue personal leave at a rate of three (3) days per year. Personal leave shall accumulate without limit.
- B. No more than two (2) employees in the same classification in the District shall be granted personal leave on any one (1) day, and employees may not use more than five (5) personal days in any given school year. In cases of an emergency over which the employee has no control, the Superintendent may approve said leave.
- C. A personal leave day shall not be granted to any employee on the regularly scheduled workday immediately before or immediately after a scheduled break in the official adopted Board calendar, except for an emergency or with supervisor approval.

## **1406 - PROFESSIONAL LEAVE**

- A. Upon approval of the superintendent, professional leave, up to a maximum of three (3) days per school year, unless administratively directed otherwise, may be granted for attending professional meetings. Employees desiring to use said leave should submit a request on the district Kiosk or AESOP to the supervisor.
- B. Employees, who are assigned as an official chaperone by building administrators, need to request professional leave. Any employee wishing to accompany the field trip, but is not an official chaperone, is not eligible to use professional leave to cover his or her absence.
- C. Employees granted such leave shall receive reimbursement for necessary and actual expenses incurred for such leave, in accordance with the following schedule:
  - a. Travel maximum up to one hundred dollars (\$100) per trip
  - b. Mileage reimbursement will be at the maximum amount, which meets the substantiation and adequate accounting requirements of the Internal Revenue Service.
  - c. Registration fee, up to four hundred (\$400) per day.
  - d. Lodging expenses, up to one-hundred (\$100) per night for maximum of four (4) nights.
  - e. Meals will only be reimbursed for approved leave that requires overnight lodging. Meals, including banquet dinners, up to forty dollars (\$40) per day for maximum of five (5) days.
  - f. Itemized bills must be submitted for reimbursement on appropriate forms for hotel and meal expenses must be attached. Credit card receipts will not be accepted as valid documentation.
- D. Professional leave may be used to attend required Ohio High School Athletic Association activities or events related to the performance of duties under supplemental contract.

## 1407 - SICK LEAVE

- A. Each member of the bargaining unit shall be entitled to accrue fifteen (15) days of sick leave per year which shall be credited at the rate of one and one-fourth (1 ¼) days per month per year effective the beginning of his/her contract. The maximum accumulation of unused sick leave shall be one hundred fifty (150) days. Any employee who would end the school year with the accumulated sick leave days in excess of one hundred fifty (150) days will be credited with said excess balance into personal leave days.
- B. All sick leave days accumulated by a member of the bargaining unit employed on a part-time basis shall be converted on a pro-rated basis on the event of full-time employment. (Example: thirty days of sick leave accumulation for a member employed four (4) hours per day or on a one half (1/2) day basis would be equal to 120 hours or fifteen (15) days of sick leave upon being employed on a full-time basis.) (Reverse shall be true).
- C. Sick leave may be used for the following reasons upon the approval of the responsible administrative officer designated by the Board:
  - a. Personal Illness
  - b. Personal Injury
  - c. Pregnancy (Sick leave by reason of pregnancy shall be as set forth in Article 14 Section 1404)
  - d. Exposure to a contagious disease, which could be communicated to others.
  - e. Illness or injury in the bargaining unit member's immediate family
  - f. Death in the immediate family
- D. Immediate family shall mean any of the following persons: Spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandfather, grandmother, other blood relative or any person living in the unit member's household.
- E. Absence for the funeral of an immediate family member should not exceed five (5) days. Additional days for death in the immediate family may be granted upon request to and approval of the Superintendent.
- F. Members of the bargaining unit using more than five (5) consecutive days of sick leave for personal use shall submit a statement from their physician stating that he/she is capable of returning to duty. Long-term illness must be re-evaluated by a physician every three months and member shall submit a statement from their physician stating current restrictions, if any.
- G. Members of the bargaining unit who are new employees transferring from one school district or public agency in Ohio may transfer previously accumulated sick leave and be credited up to a maximum of one hundred fifty (150) days. It shall be the responsibility

of the employee to secure a certified record from his/her former employer and file a copy with the Treasurer of the North Fork Local School District.

- H. Members of the bargaining unit who are new public employees will be credited with five (5) days of sick leave effective the first day of employment. These days must be re-earned before further accumulation may occur. Those days advanced will be paid back throughout the year or on the final pay.
- I. Members of the bargaining unit shall submit a request and statement to the district Kiosk or AESOP the request for leave as stated in Article 14 Section 1407 C. Any falsification of said statement shall be grounds for suspension or termination of employment by the Board in accordance with the Ohio Revised Code.

#### **1408 – EMPLOYEE REQUESTING SICK LEAVE DONATION**

- A. The Sick Leave Donation Committee (Superintendent, Association President, and an Administrator chosen by the Superintendent and two bargaining unit members chosen by the Association President) must approve all sick leave donation requests.
- B. When a North Fork Local School District employee with at least two (2) years' experience in the North Fork School District exhausts all of his/her accumulated sick leave before the end of the school year due to catastrophic illness or injury of the bargaining unit member, which does not include pregnancy or child birth, then he/she may submit an application to be considered for up to thirty (30) additional donated days of sick leave for that school year. Donated sick leave shall be subject to the following conditions:
  - a. A catastrophic illness or injury is one that is life threatening to the individual or has resulted in the individual being incapacitated for an extended period. Determination will be the decision of the Sick Leave Donation Committee.
  - b. The employee, his/her spouse, parents, spouse's parents, or children, to whom the days are given must personally have the catastrophic illness or injury resulting in the need for additional sick leave.
  - c. If the employee has applied for disability retirement, he/she is not eligible for additional sick leave through Association members' donations.
  - d. The employee must have exhausted his/her accumulated sick leave before being eligible to submit a request for donations of sick leave.
  - e. Employees approved for sick leave donation usage will be credited each pay period on a per-pay basis.
  - f. Employees wishing to apply for sick leave donations shall submit a Sick Leave Donation Request Form to the Sick Leave Donation Committee. If the employee

is currently under a physician's care, a physician's statement describing the condition should be attached to the request form.

#### **1409 – EMPLOYEE DONATING SICK LEAVE**

- A. Any employee donating sick leave who has reached the maximum amount of 150 days will have their total accumulation reduced by the number of donated days during the year, but will be restored to 150 if their combined use of sick leave and their donation does not exceed 15 days.
- B. An employee's donation of sick leave shall not count as use of sick leave for calculating leave incentive pay.
- C. A commitment to donate sick leave to the sick leave bank by an employee cannot be reversed after the Treasurer has received the donation form.
- D. The Treasurer will notify employees of the sick leave need after the approval committee has approved the requesting member's application for sick leave. The notice shall contain a form that will allow the staff member to give up sick leave to be donated to a sick leave bank, not to exceed a total of five (5) days accumulated sick leave. Any employee may donate from their accumulated days by returning the form to the Treasurer within the specified period. The sick leave donation form should be signed and dated by the donating employee and shall specify the number of days donated.

#### **1410 - UNION LEAVE**

- A. Paid Union leave shall be granted for attendance at the annual OAPSE Conference. Said leave shall not exceed six (6) member days. The President of OAPSE Local #709 shall submit a request in writing to the Superintendent fifteen (15) days in advance of said meeting informing him/her of the names of the person(s) desiring to attend. The Board shall provide substitutes. OAPSE shall be responsible for the payment of all members' traveling and meeting expenses.
- B. When an individual new to the bargaining unit has been offered a contract, the local president or his/her designee and the new employee shall have one thirty (30) minute session to meet in private to discuss union membership and benefits. These meetings will be offered on a quarterly basis, upon supervisor approval.

## 1411 - UNPAID LEAVE

- A. Upon written request to the Superintendent and approval by the Board, an unpaid leave of absence may be granted to members of the bargaining unit in keeping with the following:
- a. Said leave shall be for illness, disability, professional travel, study, growth, childbirth, child rearing, or such other reasons as approved by the Board.
  - b. Said leave shall be granted for a specific period, but not for more than the remainder of the school year in which it was requested. Upon the recommendation of the Superintendent, a Board approval of leave may be extended for one (1) additional school year. A request for an extension must be filed by April 1.
  - c. A member of the bargaining unit on unpaid leave shall be eligible to obtain group insurance benefits at his or her own expense during the term of the unpaid leave.
  - d. A member on an unpaid leave of absence who plans to return and resume his or her duties for the next school year shall notify the Superintendent by April 1 prior to the beginning of the next school year.
  - e. A member on an unpaid leave of absence will not advance on the steps of the salary schedule and time will not count towards accumulated seniority unless they have been compensated at least 120 days during the contract year.
  - f. An employee taking unpaid leave of absence will be guaranteed to return to the same position held prior to the leave of absence if the leave is less than one (1) year and the position is not abolished. If the position is abolished the employee will follow the Reduction in Force Article 8. An employee on unpaid leave for one (1) year or more is not guaranteed to return to the same position held prior to the leave of absence.
  - g. Upon the return of an employee from a leave of absence, the Board may non-renew the contract of the person hired exclusively for the purpose of replacing a member who was on leave.

## 1412 - VACATIONS

- A. All twelve month members of the bargaining unit shall be granted vacation days as follows:

Years of Service	Vacation Days
1-4	10
5-9	15
10 or more	20

- B. Eligible members new to the district and who are members of the bargaining unit must be employed one year on a continuous basis before earning the above vacation days. (A year is described as continuous service for the number of days employed between July 1 and June 30 of each contract year.)
- C. Current employees of the district being moved into a twelve-month position will be considered eligible to receive vacation days based on their continuous current years of service of the district. Members hired during the contract year shall be eligible for vacation leave on a pro-rated basis at the conclusion of his/her contract year.
- D. Members are expected to take vacation following the contract period on which it is earned and at a time mutually convenient for the member and the Board. Employees who work the summer months (June, July, and August) may use no more than two weeks in a thirty-day period. Additional days may be granted upon request to and approval of the Superintendent.
- E. Each eligible member shall submit a request to take vacation to his/her immediate supervisor for approval prior to taking vacation. In the case of a conflict between two or more employees as to vacation requests that have been submitted on or before October 1, the request of the employee with the greater district seniority will receive preference. Conflicts between requests received after October 1 will be resolved in favor of the vacation request first received, regardless of the seniority of the employees submitting the requests.
- F. Employees may carry over all accrued and unused vacation days. Upon separation from employment, employees are entitled compensation at their current rate of pay for up to 20 days of vacation leave accrued during the previous two years in addition to the pro-rated portion of their earned but unused vacation leave for the current year.
- G. Upon death of an employee, his/her vacation accumulation up to twenty (20) days and a prorated portion of their earned but unused vacation leave for the current year shall be paid to the surviving spouse or the estate as per Ohio Revised code.
- H. In accordance with Ohio Revised Code, years of public service shall be credited and transferred for purposes of vacation accumulation.

**ARTICLE 15: INCENTIVE PAY**

**1500 - INCENTIVE**

A. All employees who are not absent, excluding vacation or holidays, during any semester shall be paid four hundred (\$400) dollars. For any day or portion of a day of absence: sick leave, personal leave, compensatory time or unpaid leave will result in the incentive being reduced by two hundred dollars (\$200) each day.

B. Payments for the above will be made as follows:

1<sup>st</sup> semester  
2nd semester

Second pay of February  
Second pay of July



## ARTICLE 16: HOLIDAYS

### 1600 – HOLIDAYS

- A. Nine and ten month employees shall receive the following paid holidays:
- a. New Year's Day
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Friday after Thanksgiving
  - g. Christmas Eve Day
  - h. Christmas Day
- B. Twelve month employees shall receive the following paid holidays:
- a. New Year's Day
  - b. Martin Luther King Day
  - c. Good Friday
  - d. Memorial Day
  - e. July 4<sup>th</sup>
  - f. Labor Day
  - g. Thanksgiving Day
  - h. Friday after Thanksgiving
  - i. Christmas Eve Day
  - j. Christmas Day
  - k. Day after Christmas
- C. An employee will be eligible for the holiday pay, provided that such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused, (dock in pay will not be used as an excused reason for this section), from attendance at work on either or both of these days.

**ARTICLE 17: INSURANCE COVERAGE**

**1700 – GROUP HEALTH INSURANCE**

- A. The Board will provide a group health insurance program for the duration of this Agreement.
- B. The Board shall pay eighty-five percent (85%) of the monthly group health insurance premium for a single policy and seventy percent (70%) of the monthly group health insurance premium for a family policy.
- C. The Board will continue to offer a Section 125 plan for employee group health insurance premium payments.
- D. The Board and the Association will annually determine the method of providing insurance coverage. No parties shall change the level of coverage for the duration of this Agreement except by mutual agreement. If necessary, the Board may change carriers upon prior notification to the Association. Open enrollment is in the month of June for a July 1 effective date.

**1701 – OPT-OUT**

- A. Eligible employees hired prior to July 1, 2014, who are not enrolled in the group health insurance program or opt-out during open enrollment, will receive an annual incentive payment on the second pay of July as follows:

FY 2018	\$200*
FY 2019	\$200
FY 2020	\$200

\* Employees hired after July 1, 2014 will not be eligible for the opt-out program.

- B. If, within the same fiscal year, an employee receives an “opt-out” incentive payment and then subsequently enrolls or re-enrolls in the group insurance program, any HSA board contribution the employee is entitled to will be reduced by any incentive pay received until the entire incentive pay is recovered.
- C. The Board shall continue to provide for the duration of this Agreement a group dental health plan that is equal to or better than the coverage in the current plan.

**1702 – GROUP DENTAL**

A. The Board shall pay one hundred percent (100%) of the monthly group dental premium up to:

	<u>Family</u>	<u>Single</u>
2017-2018	\$ 50	\$ 40
2018-2019	\$ 50	\$ 40
2019-2020	\$ 50	\$ 40

B. The Board will continue to offer a Section 125 plan for employee group dental insurance premium payments.

**1703 – GROUP VISION**

A. The Board shall continue to provide for the duration of this agreement a group vision plan that is equal to or better than the coverage in the current plan. The Board will continue to offer a Section 125 plan for employee group vision insurance premium payments.

**1704 – GROUP LIFE**

A. The Board shall provide at no cost to the employee Fifty Thousand Dollars (\$50,000.00) term life insurance per employee within the bargaining unit.

**1705 – HIGH DEDUCTIBLE HEALTH PLAN**

A. For those bargaining members that are enrolled in the District’s High Deductible Health Plan (HDHP) the Board will deposit into the employee’s Health Savings Account (HSA) the following amount:

2017-2018	-	\$1,200
2018-2019	-	\$1,200
2019-2020	-	\$1,200

B. Any bargaining unit member scheduled to work less than the contract days for the position in the current fiscal year and is enrolled in the District’s HDHP will receive a pro-rated percentage of the amount designated above. This deposit will be made into the employee’s HSA account on the next available pay, in accordance with the payroll calendar schedule.

- C. The bargaining unit member must remain enrolled in the District's HDHP for the remainder of the current fiscal year. If the employee fails to satisfy this obligation, the employee will be required to reimburse the District a pro-rated percent, not to exceed one hundred percent (100%), of the original amount contributed to the bargaining unit member's HSA by the District.

#### **1706 – ELIGIBILITY**

- A. Employees who work a minimum of twenty (20) hours per week shall be entitled to benefits at the costs stated above.

#### **1707 – MEDICARE**

- A. The Board will offer employees and their spouses who are eligible for Medicare benefits a cash payment equal to the cost of their Medicare Part B premium, Medicare Part B supplement premium, and Medicare Part D (pharmacy) premium in lieu of their being enrolled in the District's group health insurance plan. Spouses will be covered only if both the employee and spouse are Medicare eligible.
- B. The Treasurer is authorized to establish the procedures for providing this cash payment to the employees.

## ARTICLE 18: SEVERANCE PAY

### 1800 – SEVERANCE

- A. Employees may, at the time of their separation by retirement from service with the North Fork Local School Board, elect to be paid for their accrued but unused sick leave and personal leave credit. Only those employees whose effective date of retirement with either the School Employees Retirement System (SERS), the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) is no later than ninety (90) calendar days after the last paid day of service with the North Fork Local School Board shall be eligible for said payment. This payment to the employees shall eliminate all sick and personal leave credit accrued by the employee. Such payment shall be based on the employee's rate of pay at the time of separation by retirement, but shall not include pay for supplemental duties.
- B. Further, the employee shall receive such payment no later than sixty (60) calendar days after the effective date for retirement with the proper state retirement system.
- C. The severance payment shall be calculated as follows:
  - a. One-fourth (1/4) of unused accrued sick leave credit up to a maximum of one hundred twenty (120) accrued days.
  - b. One-fourth (1/4) of unused accrued personal leave.
  - c. Employees may carry over all accrued and unused vacation days. Upon separation from employment, employees are entitled compensation at their current rate of pay for up to 20 days of vacation leave accrued during the previous two years in addition to the pro-rated portion of their earned but unused vacation leave for the current year.
- D. Employees with twenty (20) years or more of service with the District will receive one hundred percent (100%) of their accrued sick leave balance in excess of one hundred twenty (120) days.
- E. If an employee dies and is eligible for service retirement, severance will be paid to the surviving spouse or employee's estate as per Ohio Revised Code.

## ARTICLE 19: WORKERS' COMPENSATION

### 1900 – WORKERS' COMPENSATION

- A. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. All injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.
- C. Forms to file a claim under Workers' Compensation will be available from the Board upon request.
- D. Workers' Compensation Leave - When employees are on Workers' Compensation Leave, the employee will still receive and pay for Insurance Benefits in the same manner as if they were actively working. Effective July 1, 2012, if the claim is no longer on the district's experience rating, the employee will no longer be covered under this clause.
- E. Wage Agreement – When employees are eligible for a Workers' Compensation lost time claim, they will have the option of using their sick leave to continue their pay and signing a Workers' Compensation Wage Agreement whereby the proceeds from the Workers' Compensation claim will be used to restore the employee's sick leave to the extent possible.

## **ARTICLE 20: HOURS OF WORK/OVERTIME**

### **2000 – HOURS/OVERTIME**

- A. The regular workweek shall be defined as beginning 12:01 A.M. Monday and ending 12:00 midnight Saturday.
- B. The Superintendent or his /her designee must approve all overtime in advance.
- C. Overtime shall be defined as all authorized hours worked over 40 hours. Holidays and calamity days will be considered as hours worked during the employee's assigned workweek. All leaves will be excluded from hours worked. An employee's assigned workweek shall include all contract positions held, excluding extra service contracts.
- D. Overtime shall be paid at the rate of one and one-half (1-1/2) times the member's hourly rate for all authorized hours worked over 40 hours and the unit member may be reimbursed in compensatory time either off or in salary. Compensatory time shall be taken at a time authorized by the Superintendent and his/her designee contingent upon the availability of a substitute. The option of overtime or compensatory time shall be that of the employee.
- E. Work performed on Sundays shall be paid at one and one-half (1-1/2) times the member's hourly rate. Work-performed on holidays shall be paid at two (2) times the member's hourly rate.
- F. An overtime schedule shall be based on classification seniority. Overtime shall be assigned on a rotated basis provided each member of the classification is qualified to perform the duty.

### **2001 - FLEXTIME**

- A. During the summer months, employees may opt to work a flexible time schedule consisting of four (4), ten (10) hour days (Monday-Thursday or Tuesday-Friday) with the approval of the immediate supervisor. The schedule will be in such a manner as to ensure that every building has at least one (1) employee on duty every day of the week (Monday-Friday).
- B. All employees required to work during both Christmas and Spring breaks and on any day that classes are not in session shall work a first shift schedule. If a school function or event is scheduled to take place during an evening on one of these days and a custodial/maintenance employee is required to be there, they will work the later shift on a rotating basis (according to the building check schedule), unless an employee wishes to volunteer for said shift.

**2002 - EXTRA SERVICE**

- A. Members required to work prior to or after their regular assigned workday shall be paid their regular/overtime rate of pay for actual time worked.



## ARTICLE 21: CALAMITY DAYS

### 2100 – CALAMITY

- A. A calamity day shall be defined as a day when the Board and/or its designated representative determined it was necessary to close a school or all of the schools in the District for a reason beyond their control.
- B. All twelve-month employees of the bargaining unit shall report to duty on all calamity days, unless notified by the Superintendent or his/her designee to not report for duty.
- C. All other employees are subject to call to report to duty on a calamity day, and the Superintendent or his designee shall notify all members who are expected to report for duty. Members who are not notified to report to duty shall be excused from reporting to work on all School District calamity days which are approved by the State Superintendent of Public Instruction or his/her designated representative without penalty or reduction in State Foundation Funds.
- D. Members who are excused from reporting to duty shall be reimbursed their regular daily rate of pay. Twelve-month members who report for duty shall be paid their regular daily rate of pay, and shall be credited with an additional vacation leave day for working the calamity day. All other employees shall be paid their regular daily rate of pay, or shall be credited with compensatory time for all hours actually worked by the employee on the calamity day. Should the actual hours worked on a calamity day cause a member to be on duty more than forty (40) hours in his/her designated workweek, the member shall be paid time and one-half (1-1/2) for all hours on duty over forty (40) hours.
- E. The Superintendent shall maintain a record of all calamity days worked by each employee and authorize the Treasurer to pay accordingly. The Board shall not be required to provide either a minimum or maximum number of hours of employment for those members required to report for duty on calamity days nor shall the Board be required to reimburse those members who reported for duty without being notified to do so. The supervisor shall provide a work schedule for those members who are required to report for duty on a calamity day.
- F. All members shall report for duty without additional compensation for all calamity days the District may be required to make-up by the State Superintendent of Public Instruction or his/her designated representative provided said make-up days do not require the member to report for duty more days than required by his/her contract.
- G. A required make-up day shall be defined as a day the School District would lose State Foundation Funds or be subjected to a penalty, which, in the judgment of the Board, would not be in the best interest of the School District unless the day is made up.
- H. Notification of cancellation or delay will be made as early as possible. When in doubt call your supervisor.

## **ARTICLE 22: PUPIL TRANSPORTATION**

### **2200 – TRANSPORTATION PURPOSE**

- A. It is the district's responsibility to safely transport students to and from school. The Superintendent or his/her designee will be responsible for making needed changes or adjustments in transportation throughout the year. The Transportation Supervisor will be accessible in person or by cell phone during their regularly scheduled hours of the day or for any emergency.

### **2201 – BUS PRE-INSPECTION**

- A. Bus drivers employed on a regular contract will be paid their hourly rate of pay for an additional thirty (30) minutes per day to perform their daily bus pre-inspection and other responsibilities.
- B. Pre-route inspections must be completed accurately prior to leaving the bus compound.
- C. Fuel and log sheets are to be maintained and filled out correctly and signed at the end of each month.
- D. Bus must be cleaned at the end of each day (floor swept, trash picked up and emptied).
- E. Bus must be walked and checked, and the bus empty sign placed on the rear window.

### **2202 - FIELD TRIPS**

- A. A bus driver may not drive a field trip (educational or athletic) on a day that the driver is off work on sick leave or all day personal leave. If the regular driver is not back for the afternoon route, a substitute shall be provided. No driver may elect to drive more than one field trip in one day unless another driver cannot be secured for the second field trip.
- B. The Board agrees to maintain the current field trip rotation schedule following the Field Trip Rotation Procedures in Appendix D.

### **2203 - CANCELLED FIELD TRIPS**

- A. In the event an athletic or field trip must be canceled, drivers are expected to run their regularly scheduled route, if time permits the supervisor to notify the substitute driver. If the trip is canceled too late to notify the substitute driver, then the regular driver will be compensated at his/her regular route wages. If the substitute driver is a District employee filling in from another position (Transportation Supervisor, maintenance, bus mechanic, etc.), then the regular driver will be expected to interrupt and finish the regular route at the school. If the route is covered by a regular substitute, then the driver will be expected to attend to his/her bus at the bus garage for the time they would run their regular route. Bus

drivers shall be paid two (2) hour show up time at the driver's regular rate of pay when a non-school day trip is cancelled and the driver is not notified.

#### **2204 - ROUTE SHEETS**

- A. Bus Drivers shall be compensated at their regular rate of pay up to a maximum of seven (7) hours to prepare the necessary route sheets as required at the beginning of the school year. Said paperwork shall be completed during the first ten (10) employee workdays of school and delivered to the Superintendent or his/her designee. All completed transportation forms must be in a notebook on the bus.

#### **2205 - SPLITTING ROUTES**

- A. Supervisor will give routes for which drivers are to drive. Any splitting of routes is only to be done with the supervisor's prior approval. Drivers shall have the choice of choosing a field trip (educational or athletic) or their regular morning/afternoon route.

#### **2206 - DRUG/ALCOHOL TESTING**

- A. All licensed CDL bus drivers, van drivers, mechanics, and Bus Aides shall be subject to testing quarterly, with reasonable suspicion, renewal of certifications, or randomly in accordance with the policy adopted by the Board of Education and in accordance with the Ohio Revised Code.
- B. Any school employee transporting students with school vehicles shall be subject to the above language.
- C. Those employees who are required by the State or the Board to report for random drug/alcohol testing shall be paid two (2) hours at their regular rate of pay after the test has been taken, and upon submission of documentation from the testing facility.

#### **2207 - BUS DISCIPLINE**

- A. Drivers are required to provide discipline on the bus in accordance with Board Policy. A written report of all incidents will be given to the Transportation Supervisor and building Principal. The driver must accomplish completion of preliminary action prior to the supervisor or principal action. Suspension or removal from any bus will be the responsibility of the building administrator of where that student attends. Notification to driver must be accomplished in a timely manner.

#### **2208 - TRAININGS**

- A. All transportation employees must attend state mandated, or district required trainings. Notification of trainings must be given at least two days prior to the training to begin. If drivers are trained by North Fork Schools, the driver must fulfill the one-year contract or reimburse the district for training. The District will pay the fees for these trainings.

## **2209 - BACKGROUND CHECKS**

- A. All transportation employees are required to have FBI/BCI checks completed every six years – or upon renewal of certification. The school Board will pay for the cost of additional background checks throughout employment.

## **2210 – OBI TRAINER**

- A. OBI trainer will receive their hourly rate of pay plus a \$1.50 per hour for every hour training new employees, and \$1.00 per hour for every hour retraining.

## **ARTICLE 23: CUSTODIANS**

### **2300 – BUILDING CHECKS**

- A. Custodians required to check a building shall be reimbursed at their regular/overtime rate of pay for two (2) hours per building checked.
- B. A building check will consist of a systematic inspection of the facility. Plumbing, electrical and HVAC will be checked. Freezers and refrigerators will also be checked. Break-ins, vandalism, open doors and/or windows, lights left on, etc., will also be checked. If a problem is found and the custodian needs to stay longer than two (2) hours, with the approval of the Maintenance Supervisor, he/she shall be paid at the appropriate rate of pay for all hours worked.

### **2301 – DUTY TIME**

- A. A custodian may or will be on duty any time there is an “event” in a district school building and be rotated by seniority by building. If no one takes the time, then a substitute or an employee of the district can be utilized.

### **2302 – USE OF VEHICLE**

- A. Anytime a custodian is required to transport supplies/materials, he/she shall be afforded the use of a Board-owned vehicle, if available.

## **ARTICLE 24: AIDES**

### **2400 – LESSON PLANS**

- A. No educational aide will create any lesson plans for students. Aides may work from the teacher created plan to facilitate learning by any students.

### **2401 – CERTIFICATION**

- A. Aides will be required to obtain and/or maintain a certificate.

### **2402 – TESTING**

- A. The District shall pay any testing by the State of Ohio, District, or Federal Government for Aides or paraprofessional certification.

## **ARTICLE 25: MANDATORY MEETINGS**

### **2500 – MANDATORY MEETINGS**

- A. Members required to attend a staff meeting held prior to or after their regular assigned workday shall be reimbursed for actual time involved in the meeting at their regular/overtime rate of pay. Mandatory meetings must be announced at least two days prior to the actual date of the meeting.

## **ARTICLE 26: MILEAGE/TRAVEL**

### **2600 – IRS REIMBURSEMENT**

- A. Authorized bargaining unit members required to drive their vehicle on Board of Education business will be reimbursed at the rate established by the Internal Revenue Service.

### **2601 – REQUEST FOR REIMBURSEMENT**

- A. Eligible bargaining unit members shall submit requests for reimbursement in accordance with the policies and procedures established by the Superintendent and approved by the Board.



## **ARTICLE 27: BREAK PERIODS**

### **2700 – BREAK TIMES**

- A. Members of the bargaining unit employed seven (7) or more hours per day shall be entitled to one fifteen (15) minute break during the first four (4) hours of the shift and one fifteen (15) minute break during the remaining portion of the shift as scheduled by the supervisor or the supervisors' designee.
- B. Any employee scheduled to work a minimum of four (4) hours is entitled to one (1) fifteen (15) minute break during their shift as scheduled by the supervisor or the supervisor's designee.

### **2701 – LUNCH TIMES**

- A. Any employee working eight (8) consecutive hours or more will receive a thirty minute paid lunch.
- B. Aides shall receive a thirty-minute lunch break with no student involvement. Issues that arise need to be addressed with the supervisor and or Labor Management.

**ARTICLE 28: WAGES**

**2800 – ANNUAL INCREASES**

A. The Board and the Association agree to annual increases as follows:

FY - 2018	2.25%
FY - 2019	2%
FY - 2020	2.5%

**2801 – HIGHER CLASSIFICATION PAY**

A. When an employee works in a higher classification, he/she shall receive one dollar (\$1.00) per hour above their current hourly rate of pay for all hours worked at the higher classification. If an employee works in a lower classification, their pay will not be lowered.

**2802 – SIGNING BONUS**

A. A one-time signing bonus of \$100 for active bargaining unit members to be paid in a separate transaction.

## **ARTICLE 29: LABOR/MANAGEMENT COMMITTEE**

### **2900 – PURPOSE**

- A. It is the purpose of the Labor/Management Committee to aid in solving issues between employees and management relative to employment. It is critical that both labor and management agree to work through problems at the lowest level first and give time for those issues to be solved.

### **2901 – MAKEUP**

- A. The Labor/Management Committee shall be composed of the Superintendent or his/her designee, the President of the Association or his/her designee, classified supervisors, at least one Board member, one member from each OAPSE classification, and the OAPSE Staff Field Representative.
- B. The Superintendent or his/her designee shall serve as chairman. All meetings shall be established at the request of the Superintendent or his/her designee with the approval of the President of OAPSE or his/her designee. The Superintendent or his/her designee and the President of OAPSE or his/her designee shall cooperatively develop an agenda for each meeting designee.
- C. The meetings of this committee will be no more than one hour in length unless mutual consent to extend the time is agreed upon by both groups.
- D. Either the Association or the Board may present agenda items.
- E. Any item submitted for consideration by this committee should represent more than one member of the organization. Individual concerns should be addressed on an individual basis.
- F. Agenda items will be presented at least one week before the meeting to allow ample time for research, unless deemed an emergency by the committee.
- G. Procedures for this committee can be altered by mutual consent of the committee.
- H. The committee will meet every other month or at a time both Association and Board mutually agree to. If there are no issues for discussion, the meeting will be waived by mutual consent.
- I. Visitors may attend any meeting, but a committee member must present issues.
- J. All efforts will be made to resolve conflicts first through addressing the issue with the immediate supervisor. If the issue is not resolved the next step should be to the Association, who may assist you directly or by taking it to the Labor/Management Committee, and finally to the Superintendent.

## ARTICLE 30: SERS PICK-UP

### 3000 – SERS CONTRIBUTION

- A. The Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution (currently 10.00%) in lieu of being paid by each employee through a salary deduction and forwarded to SERS on behalf of each employee by the Treasurer. The Federal and State governments shall treat the amount contributed by the Board on behalf of each employee as deferred salary otherwise payable to such employee in cash before the SERS deductions and taxable.
- B. The Treasurer is also directed to prepare and distribute an addendum to each affected classified employee's contract which states:
- a. That the employee's contract salary is being restated as consisting of:
    - i. a cash salary component and
    - ii. a "pick-up" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
    - iii. That the Board will contribute to SERS an amount equal to the Employee's required contribution to SERS for the account of each classified employee; and
    - iv. That sick leave, personal leave and severance pay shall be calculated upon both the cash salary components and "pick-up" component of the employee has restated salary. All subsequent contract and salary notices for those affected classified employees shall include the provisions of this addendum.
- C. The Board's total combined expenditures for each affected classified employee's total contract salary payable in accordance with this Section (including "pick-up" amounts) including its employer contribution to SERS shall not be greater than the amount the Board would have paid for each affected classified employee had this Section not been included in the Agreement.
- D. The Treasurer shall compute and remit its employer contribution to SERS based upon total contract salary, including the "pick-up". The Treasurer shall report for Federal and Ohio income tax purposes as an employee's gross income, the employees total contract salary less the amount of the "pick-up". The Treasurer shall report for Municipal tax purposes the employee's total contract salary including the amount of the "pick-up".
- E. Each affected classified employee shall assume all responsibility of compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans in which he/she may be participating.

- F. The Board and Treasurer shall be held harmless in the event the above “pick-up” provisions are nullified by subsequent I.R.S. rulings, Ohio Attorney General Opinions, a court of competent jurisdiction, or other governing regulations or laws and this section of the Agreement shall be declared null and void.

**ARTICLE 31: TUITION/CERTIFICATION REIMBURSEMENT**

**3100 – AMOUNTS**

A. The Board of Education will budget and appropriate the following amount of monies for the next three fiscal years to reimburse employee for tuition:

2017-2018	Two Thousand Five Hundred Dollars (\$2,500.00)
2018-2019	Two Thousand Five Hundred Dollars (\$2,500.00)
2019-2020	Two Thousand Five Hundred Dollars (\$2,500.00)

**3101 – TUITION PROVISIONS**

A. Tuition costs will be subject to the following provisions:

- a. The course must be related to the professional improvement of the employee, and/or a developed plan approved by the Superintendent.
- b. Written request for tuition reimbursement must be submitted and approved by the Superintendent by May 1 of each fiscal year for all courses completed or will be completed within the same fiscal year.
- c. Course work must be scheduled at times that do not interfere with the normal duties during the workday of the employee.
- d. Before reimbursement is made, the employee must present satisfactory evidence of payment of tuition cost and successful completion of the course.
- e. If the employee has completed the approved course within the regular duty year during which services are performed, reimbursement will be made within thirty (30) days after the Treasurer has received the employee’s receipt and proof of completions.
- f. If there are sufficient monies available, full reimbursement will be made. The total annual appropriation will be among those bargaining unit members approved for tuition reimbursement. If the funds allocated are insufficient for full reimbursement, the available funds will be pro-rated among the approved applicants.
- g. The employee must complete the next school year as an employee in the district. If the employee fails to satisfy this employment obligation, the amount the employee has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not paid. After this deduction has been made, if there is any balance still owed by the employee, it shall be immediately due and payable to the District.

### **3102 – LUNCHROOM CERTIFICATIONS**

- A. All Food Service Head Cooks (F3) are required to have certification from the County Health Department, which will be paid by the District.

### **3103 - BCI/FBI CHECKS**

- A. Employees are required to have FBI/BCI checks renewed periodically that shall be paid by the District. Employees must follow established procedures from the district before scheduling the appointment with the facility conducting the check.

## ARTICLE 32: EVALUATIONS

### 3200 - DESIGNATION OF EVALUATION PROCEDURE

- A. The procedures and forms for the evaluation of the professional performance of members of the bargaining unit will be used for the duration of the Agreement for evaluation of bargaining unit members employed under any contract issued by the Board of Education. The procedural requirements of the evaluation procedures will be subject to the grievance procedure of Article 5 of this Agreement provided, however, that no grievance may be filed challenging the judgment of an evaluator as set forth in an evaluation document or any employment recommendation based on judgments set forth in an evaluation document.

### 3201 - EMPLOYEE EVALUATION PROCEDURE

#### A. Statement of Purpose

- a. The Board, administration, and Association recognize the responsibility of building administrators and supervisors to continually evaluate the performance of all employees. The administration of the North Fork Schools is dedicated to the task of working cooperatively with the staff for the improvement of district operations. One of the ways improvement is to be accomplished in the North Fork Schools will be through the evaluation of personnel.

#### B. Procedure

- a. All staff who are eligible for the renewal of any contract will be subject to an evaluation at least one (1) time during the school year prior to their contract renewal. When an administrator or supervisor has specific professional concerns with a staff member's professional performance, he/she may begin the evaluation process, and/or increase the number of evaluations. The added evaluations due to professional concerns may begin at any time during the fiscal year, and are not subject to the time line deadlines identified in the following paragraphs. The building administrator or supervisors shall meet with the staff member to be evaluated to establish professional and personal growth goal(s) on or before October 15. Time lines are as follows:

##### i. Step One

1. A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.
2. The building administrator or supervisor shall meet with the staff member to be evaluated to establish growth goal(s) on or before October 15. A building administrator or supervisor may establish



additional goal(s) for the staff member if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Growth goals will consist of what the staff member would like to do to enhance the work environment, and those that deal with the individual staff member's attitude and perspective toward their position.

ii. Step Two

1. A pre-evaluation conference shall be held at least ten (10) workdays prior to the evaluation to discuss the items relating to the evaluation, including areas that you are looking at, and instrument.

iii. Step Three

1. A draft copy of each evaluation will be given to the staff member for his/her review at least twenty-four (24) hours before the post-evaluation conference. A post-evaluation conference shall be held at least ten (10) workdays following the evaluation to discuss the outcomes.

### **3202 - PROCEDURE – CONTINUING CONTRACT**

- A. A building administrator or supervisor, at his/her professional discretion, may evaluate a staff member on continuing contract one time every four (4) years. In any fiscal year during the four (4) year period, an administrator or supervisor who has just and due cause, and who has specific concerns of that staff member's professional performance, may begin the evaluation process, and increase the number of evaluations. The added evaluations due to professional concerns may begin at any time during the fiscal year and are not subject to the time line deadlines identified in the following paragraphs. The building administrator or supervisor shall meet with the staff member to be evaluated to establish professional and personal growth goal(s) on or before October 15. Time lines are as follows:

a. Step One

- i. A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines. The building administrator or supervisor shall meet with the staff member to be evaluated to establish growth goal(s) on or before October 15. A building administrator or supervisor may establish additional goal(s) for the staff member if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Growth goals will consist of what the staff member would like

to do to enhance the work environment, and those that deal with the individual staff member's attitude and perspective toward their position.

b. Step Two

- i. A pre-evaluation conference shall be held at least ten (10) workdays prior to the evaluation to discuss the items relating to the evaluation, including areas that you are looking at, and instrument.

c. Step Three

- i. A draft copy of each evaluation will be given to the staff member for his/her review at least twenty-four (24) hours before the post-evaluation conference. A post-evaluation conference shall be held at least ten (10) workdays following the evaluation to discuss the outcomes.

**3203 – DEFICIENCIES**

- A. The building administrator or supervisor may evaluate those staff members who may be deficient in some areas whether their contract expires that year. An appeal on the evaluation may be made to the Superintendent. The evaluation must be completed by March 31.

**3204 – CHANGE OF ADMINISTRATOR**

- A. A staff member has the privilege to request one (1) additional evaluation with written documentation by a different building administrator or supervisor assigned by the Superintendent, when requested before March 1 and must be completed by March 31.

**3205 – COPIES**

- A. The original copy of the evaluation will be in the possession of the supervisor during the current fiscal year. When completed, the original will be placed in the staff member's personnel file in the Board of Education office. A copy of the entire document will be provided to the staff member being evaluated.

**3206 - TIMELINES**

- A. If extenuating circumstances would keep the staff member or supervisor from meeting time lines, those dates could be changed by written mutual agreement of both parties. The supervisor shall give the Association's President seven (7) workdays' notice of the anticipated need to extend a time line.

**3207 – FORMS**

- A. The evaluation procedure forms appear as Appendix F –f1-f7 B- E to this Agreement, and are incorporated into this article by reference as if fully rewritten herein. The notification of evaluation form located at Appendix E will be used for all evaluations.

**3208 – LEGAL**

- A. The parties intend that the application of the evaluation policy as provided herein will fully satisfy the procedural evaluation requirements required by the Ohio Revised Code.

## **ARTICLE 33: CONDITIONS OF EMPLOYMENT**

### **3300 – NOTIFICATION OF ISSUES**

- A. Each member of the Bargaining Unit shall be required to promptly notify the Superintendent or his/her designee of any damage, accident or incident involving or caused by the Board property or equipment. Each member shall promptly notify the Superintendent or his designee of any hazardous condition of or observed damage/defect to any Board Vehicles, equipment or property. Each member shall promptly report any claim for liability and/or damages made by a third party against the member within three (3) days of receipt thereof by providing written notice along with copy of such claim to the Superintendent or Treasurer.

### **3301 – FLEET INSURANCE**

- A. Any employee who drives a Board-owned vehicle shall maintain a driving record that meets the standards for insurability of the Board's Fleet Insurance Carrier. Any such employee who is determined to be non-insurable by the Insurance Carrier shall be subject to immediate termination. In the event a posted vacancy exists for which the employee is qualified, and which does not require the employee to drive a Board vehicle, the employee may apply for the position in accordance with Article 10. However, the filing of an application for a posted vacancy shall not alter the right of the Superintendent and Board to terminate the employee if such termination is considered to be in the best interest of the School District.

### **3302 – TOOL ALLOWANCE**

- A. The Board will establish a tool allowance of five hundred (\$500) dollars per year for each mechanic (T-3 scale) and each maintenance employee (M-1 and M-2 scale) since they provide their own hand tools. These employees will be reimbursed up to the allowance limit upon the submission of paid receipts.

### **3303 – FLU SHOTS**

- A. The District will provide bargaining unit members the opportunity to receive flu shots at the District's expense.

### **3304 – DRUG TESTING**

- A. With reasonable administrative suspicion and consultation with OAPSE leadership, employees will be subject to drug testing. It is the District's intent to provide the Employee Assistance Program (EAP) to anyone who tests positive for illegal substances. Positive results could be subject to disciplinary measures.

### **3305 – TOBACCO USAGE**

- A. In compliance with Board Policy, members shall not use tobacco products in school buildings, in school-owned vehicles, or on school property. At Board expense, a smoking cessation program will be provided for interested employees.
- B. Members who violate this regulation shall be subject to disciplinary measures.

### **3306 – PROFESSIONAL RELATIONSHIP**

- A. Employees shall maintain a professional relationship with all students at all times, both in and outside the job environment.

### **3307 – TRAINING**

- A. Completion of the training from Public School Work must be accomplished during the dates assigned, which should coordinate with in-service dates or other dates designated by supervisor.

## ARTICLE 34: EMPLOYMENT OF RETIREES

### 3400 – PURPOSE

- A. Classified staff who are collecting a State of Ohio Employees Retirement System pension may apply for employment, but are not guaranteed to be hired by the Board in a position for which they hold credentials at their experience level.

### 3401 – GUIDELINES

- A. All contracts issued by the board shall be for one (1) year.
- B. Classified staff will be assigned at Step 7 up to Step 10 depending on the level of experience he/she possesses. The classified staff member will stay at a maximum of Step 10 for the duration of employment.
- C. In the event of reduction of staff or layoffs specific to a classification, retired employees within that classification will be first on the list for reduction.
- D. These rehired employees shall receive no benefits listed in this contract except for:
  - a. Ten thousand dollars (\$10,000) life insurance
  - b. Sick leave to a maximum of 30 (thirty) days
  - c. Personal leave to a maximum of three (3) days per year, no accumulation
  - d. Jury duty will be the same as *ARTICLE* 14 Section 1402
  - e. Professional leave will be the same as *ARTICLE* 14 Section 1406

## **ARTICLE 35: MANAGEMENT RIGHTS**

### **3500 – PURPOSE**

- A. Except insofar as this Agreement expressly provides otherwise, the Board reserves and retains solely and exclusively, and without limitation, all rights to manage, control and direct the operations of the School District and to exercise, to the fullest extent permitted by law, those powers and that authority vested in the Board by law. Such rights include, but are not limited to, the following:
- a. To determine all matter of Managerial Policy which include, but are not limited to areas of discretion or policy such as the functions, services and programs of the School District; standards of services; the available funds and the budget; the standards, methods, means and procedures by which employees shall be required to perform the functions, services and programs of the School District utilization of technology; and organizational structure;
  - b. To hire, appoint, direct, supervise, evaluate, promote, assign, transfer, schedule, reschedule, layoff, train, retrain, discipline, suspend, demote, dismiss, terminate, retain or reinstate employees;
  - c. To direct, supervise and manage the workforce; to determine and improve the efficiency and effectiveness of the workforce; to determine the size, composition, and adequacy of the workforce, and to select the personnel by which School District operations shall be carried out;
  - d. To maintain or increase the efficiency and effectiveness of School District operations; to relieve employees from their duties because of lack of work, lack of funds, or in order to maintain or increase the efficiency and effectiveness of School District services; to schedule or not schedule overtime as required in the manner most advantageous to the School District and consistent with efficient operations;
  - e. To take any action deemed necessary to carry out the function, services, programs, and mission of the School District.

### **3501 – BOARD RIGHTS**

- A. Notwithstanding O.R.C. 4117.08 (C), the Board is not required to bargain on any subjects including but not limited to those enumerated herein – reserved to and retained by the Board in this Article.

## **ARTICLE 36: NO STRIKE – NO LOCKOUT**

### **3600 – AGREEMENT**

- A. The Association agrees that it will not authorize, cause, sponsor, instigate, aid, condone or engage in any strike, slowdown or other work stoppage during the term of this Agreement.

### **3601 – PARTICIPATION**

- A. Any member of the Bargaining Unit who initiates or participates in a strike, slowdown or work stoppage prohibited by this Article will be subject to disciplinary action by the Board.

### **3602 – DUE DILIGENCE**

- A. The Association will make every reasonable effort to prevent or terminate a violation of this Article, and shall take affirmative steps with the employees involved, such as letters, bulletins and employees' meetings, to bring about an immediate resumption of normal work.

### **3603 – NO-LOCK OUT**

- A. The Board agrees it will not lock out members of the Bargaining Unit during the term of this Agreement.



## ARTICLE 37: WAIVER OF NEGOTIATIONS

### 3700 - AGREEMENT

- A. The Parties to this Agreement acknowledge that this Agreement expresses and embodies the complete understanding and agreement of the Parties on all matter pertaining to or affecting wages, hours or terms and other conditions of employment, and the parties specifically waive any rights which either may have to require the other to bargain collectively with it during the term of this Agreement on any subject of collective bargaining, whether or not written in this Agreement, except as may be expressly provided in any reopening of negotiations clause contained in this Agreement or except otherwise mutually agreed to by the Parties. The Board shall not be obligated to bargain collectively with the Association during the term of this Agreement on any matter including, but not limited to wages, hours, or terms and other conditions of employment or the continuation, modification or deletion of an existing provision of this Agreement, not with respect to the exercise of any Management right whether or not expressly included in this Agreement or the impact or effect of the exercise of any such Management right. The Association acknowledges and agrees that during the Negotiations which resulted in this Agreement it had the free and unlimited opportunity to make proposals and present demand relative to all proper subjects of collective bargaining and the Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining. The Association agrees and acknowledges that, during the term of this Agreement, the Board shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to O.R.C. 4117.08 (C) and/or Article 35 of this Agreement.

**ARTICLE 38: TERMS OF AGREEMENT**

**3800 – EFFECTIVE DATE**

- A. This Agreement shall become effective June 30, 2017, at 11:59 p.m. upon ratification by OAPSE/AFSCME Local 4/AFL-CIO and its Local #709 and adoption by the North Fork Local Board of Education and shall remain in effect until June 30, 2020.

**3801 – SOLVENCY**

- A. If the Ohio Department of Education (ODE) certifies that the district is insolvent then the right to renegotiate this agreement under this provision must be exercised by delivering the written notice to the association’s president within ten (10) working days of the certification by ODE. Upon exercise of its right to renegotiate this agreement under this provision, the parties shall immediately enter into negotiations pursuant to Article 2 of this agreement for a successor agreement.

**3802 – CONTRARY TO LAW**


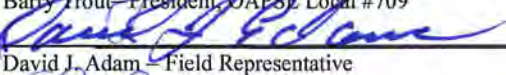

- A. If it is determined by a court of law with jurisdiction over the North Fork Local School District or an act of Federal or State Legislature that all or any part of any provision herein is contrary to law, that provision shall be deemed null and void to the extent prohibited by such determination with the remaining provisions in effect as stated.

**3803 – BOARD INTEREST**


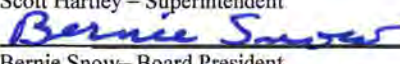
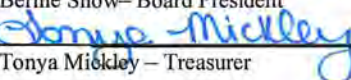
- A. The initiation of renegotiations shall not preclude the Board from taking any other action under the terms of this Agreement and/or State law deemed necessary by the Board or as may be determined by the Board as in the best interest of the school district.

**Signed by the Parties:**

For the Association:

  
\_\_\_\_\_  
Barry Trout – President, OAPSE Local #709  
  
\_\_\_\_\_  
David J. Adam – Field Representative  
  
\_\_\_\_\_  
Elizabeth Brown – Secretary, OAPSE Local #709

For the Board of Education:

  
\_\_\_\_\_  
Scott Hartley – Superintendent  
  
\_\_\_\_\_  
Bernie Snow – Board President  
  
\_\_\_\_\_  
Tonya Mickle – Treasurer

**Salary Schedule 2018**

Step		[-----Aides-----]			[-----Food Service-----]			[---Maintenance---]			[---Pupil Transportation---]					
		Instru- tional Aide	Transpor- tation Aide	Para- Profes- sional	Build- ing Ser- vices	Cashier/ Server	Asst. Cook	Head Cook	Grounds Keeper	Head Main- tenance	Records Clerk	Secretary	Driver/WO CDL	CDL Driver	Vehicle Mechanic	
0		A-1	A-2	A-3	B-1	F-1	F-2	F-3	M-1	M-2	R-1	S-1	T-1	T-2	T-3	
0		\$9.75	\$9.75	\$10.75	\$13.30	\$9.75	\$10.19	\$10.88	\$15.37	\$15.37	\$15.37	\$10.75	\$11.77	\$12.78	\$13.48	\$13.44
1		\$9.91	\$9.91	\$11.10	\$13.51	\$9.91	\$10.35	\$11.05	\$15.87	\$15.87	\$15.87	\$11.10	\$12.15	\$12.98	\$13.70	\$13.88
2		\$10.06	\$10.06	\$11.45	\$13.73	\$10.06	\$10.52	\$11.23	\$16.37	\$16.37	\$16.37	\$11.45	\$12.54	\$13.19	\$13.91	\$14.31
3		\$10.22	\$10.22	\$11.80	\$13.94	\$10.22	\$10.68	\$11.40	\$16.87	\$16.87	\$16.87	\$11.80	\$12.92	\$13.39	\$14.13	\$14.75
4		\$10.37	\$10.37	\$12.15	\$14.15	\$10.37	\$10.84	\$11.58	\$17.37	\$17.37	\$17.37	\$12.15	\$13.30	\$13.60	\$14.34	\$15.19
5		\$10.53	\$10.53	\$12.50	\$14.36	\$10.53	\$11.01	\$11.75	\$17.87	\$17.87	\$17.87	\$12.50	\$13.68	\$13.80	\$14.56	\$15.62
6		\$10.69	\$10.69	\$12.85	\$14.58	\$10.69	\$11.17	\$11.92	\$18.37	\$18.37	\$18.37	\$12.85	\$14.07	\$14.01	\$14.77	\$16.06
7		\$10.84	\$10.84	\$13.20	\$14.79	\$10.84	\$11.33	\$12.10	\$18.87	\$18.87	\$18.87	\$13.20	\$14.45	\$14.21	\$14.99	\$16.50
8		\$11.00	\$11.00	\$13.55	\$15.00	\$11.00	\$11.49	\$12.27	\$19.37	\$19.37	\$19.37	\$13.55	\$14.83	\$14.42	\$15.21	\$16.93
9		\$11.15	\$11.15	\$13.89	\$15.22	\$11.15	\$11.66	\$12.45	\$19.87	\$19.87	\$19.87	\$13.89	\$15.21	\$14.62	\$15.42	\$17.37
10		\$11.31	\$11.31	\$14.24	\$15.43	\$11.31	\$11.82	\$12.62	\$20.37	\$20.37	\$20.37	\$14.24	\$15.60	\$14.82	\$15.64	\$17.81
11		\$11.47	\$11.47	\$14.59	\$15.64	\$11.47	\$11.98	\$12.79	\$20.86	\$20.86	\$20.86	\$14.59	\$15.98	\$15.03	\$15.85	\$18.24
12		\$11.62	\$11.62	\$14.94	\$15.85	\$11.62	\$12.15	\$12.97	\$21.36	\$21.36	\$21.36	\$14.94	\$16.36	\$15.23	\$16.07	\$18.68
15		\$11.78	\$11.78	\$15.29	\$16.07	\$11.78	\$12.31	\$13.14	\$21.86	\$21.86	\$21.86	\$15.29	\$16.74	\$15.44	\$16.28	\$19.12
18		\$11.86	\$11.86	\$15.47	\$16.17	\$11.86	\$12.39	\$13.23	\$22.11	\$22.11	\$22.11	\$15.47	\$16.93	\$15.54	\$16.39	\$19.34
20		\$11.93	\$11.93	\$15.64	\$16.28	\$11.93	\$12.47	\$13.32	\$22.36	\$22.36	\$22.36	\$15.64	\$17.13	\$15.64	\$16.50	\$19.56
22		\$12.01	\$12.01	\$15.82	\$16.39	\$12.01	\$12.55	\$13.40	\$22.61	\$22.61	\$22.61	\$15.82	\$17.32	\$15.74	\$16.61	\$19.77
25		\$12.09	\$12.09	\$15.99	\$16.49	\$12.09	\$12.64	\$13.49	\$22.86	\$22.86	\$22.86	\$15.99	\$17.51	\$15.85	\$16.72	\$19.99
26+*		\$0.04	\$0.04	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.07	\$0.07	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.06

2.25%

North Fork Local Schools  
Classified Salary Schedule  
July 1, 2017 - June 30, 2018

North Fork Local Schools														
Classified Salary Schedule														
July 1, 2018 - June 30, 2019														
2.00%														
Step	[-----Aides-----]			[-----Food Service-----]			[-----Maintenance-----]			[---Pupil Transportation---]				
	Instructional Aide	Transportation Aide	Para-Professional	Building Services	Cashier/Server	Asst. Cook	Head Cook	Head Keeper	Grounds Maintenance	Records Clerk	Secretary	Driver W/O CDL	CDL Driver	Vehicle Mechanic
	<u>A-1</u>	<u>A-2</u>	<u>A-3</u>	<u>B-1</u>	<u>F-1</u>	<u>F-2</u>	<u>F-3</u>	<u>M-1</u>	<u>M-2</u>	<u>R-1</u>	<u>S-1</u>	<u>T-1</u>	<u>T-2</u>	<u>T-3</u>
0	\$9.95	\$9.95	\$10.97	\$13.57	\$9.95	\$10.39	\$11.10	\$15.68	\$15.68	\$10.97	\$12.01	\$13.04	\$13.75	\$13.71
1	\$10.11	\$10.11	\$11.33	\$13.79	\$10.11	\$10.56	\$11.28	\$16.19	\$16.19	\$11.33	\$12.40	\$13.25	\$13.97	\$14.16
2	\$10.27	\$10.27	\$11.68	\$14.00	\$10.27	\$10.72	\$11.46	\$16.70	\$16.70	\$11.68	\$12.79	\$13.46	\$14.19	\$14.60
3	\$10.43	\$10.43	\$12.04	\$14.22	\$10.43	\$10.89	\$11.63	\$17.21	\$17.21	\$12.04	\$13.18	\$13.67	\$14.41	\$15.05
4	\$10.59	\$10.59	\$12.40	\$14.44	\$10.59	\$11.05	\$11.81	\$17.72	\$17.72	\$12.40	\$13.57	\$13.87	\$14.63	\$15.49
5	\$10.75	\$10.75	\$12.75	\$14.66	\$10.75	\$11.22	\$11.99	\$18.23	\$18.23	\$12.75	\$13.96	\$14.08	\$14.85	\$15.94
6	\$10.91	\$10.91	\$13.11	\$14.87	\$10.91	\$11.39	\$12.17	\$18.74	\$18.74	\$13.11	\$14.35	\$14.29	\$15.07	\$16.38
7	\$11.06	\$11.06	\$13.47	\$15.09	\$11.06	\$11.55	\$12.34	\$19.25	\$19.25	\$13.47	\$14.74	\$14.50	\$15.29	\$16.83
8	\$11.22	\$11.22	\$13.82	\$15.31	\$11.22	\$11.72	\$12.52	\$19.76	\$19.76	\$13.82	\$15.13	\$14.71	\$15.51	\$17.27
9	\$11.38	\$11.38	\$14.18	\$15.52	\$11.38	\$11.89	\$12.70	\$20.27	\$20.27	\$14.18	\$15.52	\$14.92	\$15.73	\$17.72
10	\$11.54	\$11.54	\$14.54	\$15.74	\$11.54	\$12.05	\$12.88	\$20.78	\$20.78	\$14.54	\$15.91	\$15.13	\$15.95	\$18.17
11	\$11.70	\$11.70	\$14.89	\$15.96	\$11.70	\$12.22	\$13.05	\$21.29	\$21.29	\$14.89	\$16.30	\$15.34	\$16.17	\$18.61
12	\$11.86	\$11.86	\$15.25	\$16.18	\$11.86	\$12.38	\$13.23	\$21.80	\$21.80	\$15.25	\$16.69	\$15.54	\$16.39	\$19.06
15	\$12.02	\$12.02	\$15.60	\$16.39	\$12.02	\$12.55	\$13.41	\$22.30	\$22.30	\$15.60	\$17.08	\$15.75	\$16.61	\$19.50
18	\$12.10	\$12.10	\$15.78	\$16.50	\$12.10	\$12.63	\$13.50	\$22.56	\$22.56	\$15.78	\$17.28	\$15.86	\$16.72	\$19.73
20	\$12.18	\$12.18	\$15.96	\$16.61	\$12.18	\$12.72	\$13.59	\$22.81	\$22.81	\$15.96	\$17.47	\$15.96	\$16.83	\$19.95
22	\$12.26	\$12.26	\$16.14	\$16.72	\$12.26	\$12.80	\$13.68	\$23.07	\$23.07	\$16.14	\$17.67	\$16.07	\$16.94	\$20.17
25	\$12.34	\$12.34	\$16.32	\$16.83	\$12.34	\$12.88	\$13.76	\$23.32	\$23.32	\$16.32	\$17.86	\$16.17	\$17.05	\$20.39
26**	\$0.04	\$0.04	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.07	\$0.07	\$0.05	\$0.05	\$0.05	\$0.05	\$0.06

North Fork Local Schools														
Classified Salary Schedule														
July 1, 2019 - June 30, 2020														
2.50%														
Step	[-----Aides-----]			[-----Food Service-----]			[---Maintenance---			[-Pupil Transportation-]				
	Instructional Aide	Transportation Aide	Para-Professional	Building Services	Cashier/Server	Asst. Cook	Head Cook	Grounds Keeper	Head Maintenance	Records Clerk	Secretary	CDL Driver	CDL Driver	Vehicle Mechanic
	A-1	A-2	A-3	B-1	F-1	F-2	F-3	M-1	M-2	R-1	S-1	T-1	T-2	T-3
0	\$10.20	\$10.20	\$11.24	\$13.91	\$10.20	\$10.65	\$11.38	\$16.07	\$16.07	\$11.24	\$12.31	\$13.37	\$14.09	\$14.05
1	\$10.36	\$10.36	\$11.61	\$14.13	\$10.36	\$10.82	\$11.56	\$16.59	\$16.59	\$11.61	\$12.71	\$13.58	\$14.32	\$14.51
2	\$10.53	\$10.53	\$11.97	\$14.36	\$10.53	\$10.99	\$11.74	\$17.11	\$17.11	\$11.97	\$13.11	\$13.80	\$14.54	\$14.96
3	\$10.69	\$10.69	\$12.34	\$14.58	\$10.69	\$11.16	\$11.93	\$17.64	\$17.64	\$12.34	\$13.51	\$14.01	\$14.77	\$15.42
4	\$10.85	\$10.85	\$12.70	\$14.80	\$10.85	\$11.33	\$12.11	\$18.16	\$18.16	\$12.70	\$13.91	\$14.23	\$14.99	\$15.88
5	\$11.02	\$11.02	\$13.07	\$15.02	\$11.02	\$11.50	\$12.29	\$18.68	\$18.68	\$13.07	\$14.31	\$14.44	\$15.22	\$16.33
6	\$11.18	\$11.18	\$13.43	\$15.25	\$11.18	\$11.67	\$12.47	\$19.20	\$19.20	\$13.43	\$14.71	\$14.65	\$15.44	\$16.79
7	\$11.34	\$11.34	\$13.80	\$15.47	\$11.34	\$11.84	\$12.65	\$19.73	\$19.73	\$13.80	\$15.11	\$14.87	\$15.67	\$17.25
8	\$11.51	\$11.51	\$14.16	\$15.69	\$11.51	\$12.01	\$12.84	\$20.25	\$20.25	\$14.16	\$15.51	\$15.08	\$15.89	\$17.70
9	\$11.67	\$11.67	\$14.53	\$15.91	\$11.67	\$12.18	\$13.02	\$20.77	\$20.77	\$14.53	\$15.91	\$15.30	\$16.12	\$18.16
10	\$11.83	\$11.83	\$14.89	\$16.14	\$11.83	\$12.35	\$13.20	\$21.29	\$21.29	\$14.89	\$16.31	\$15.51	\$16.34	\$18.62
11	\$12.00	\$12.00	\$15.26	\$16.36	\$12.00	\$12.52	\$13.38	\$21.82	\$21.82	\$15.26	\$16.71	\$15.72	\$16.57	\$19.07
12	\$12.16	\$12.16	\$15.62	\$16.58	\$12.16	\$12.69	\$13.56	\$22.34	\$22.34	\$15.62	\$17.11	\$15.94	\$16.80	\$19.53
15	\$12.32	\$12.32	\$15.99	\$16.80	\$12.32	\$12.87	\$13.75	\$22.86	\$22.86	\$15.99	\$17.51	\$16.15	\$17.02	\$19.99
18	\$12.40	\$12.40	\$16.17	\$16.91	\$12.40	\$12.95	\$13.84	\$23.12	\$23.12	\$16.17	\$17.71	\$16.26	\$17.13	\$20.22
20	\$12.48	\$12.48	\$16.35	\$17.03	\$12.48	\$13.04	\$13.93	\$23.38	\$23.38	\$16.35	\$17.91	\$16.36	\$17.25	\$20.44
22	\$12.57	\$12.57	\$16.54	\$17.14	\$12.57	\$13.12	\$14.02	\$23.64	\$23.64	\$16.54	\$18.11	\$16.47	\$17.36	\$20.67
25	\$12.65	\$12.65	\$16.72	\$17.25	\$12.65	\$13.21	\$14.11	\$23.90	\$23.90	\$16.72	\$18.31	\$16.58	\$17.47	\$20.90
26+*	\$0.04	\$0.04	\$0.05	\$0.05	\$0.04	\$0.04	\$0.04	\$0.07	\$0.07	\$0.05	\$0.05	\$0.05	\$0.05	\$0.06



# GRIEVANCE FACT SHEET

This form is to be used by the steward to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details.  
DO NOT TURN THIS FORM INTO MANAGEMENT. THIS INFORMATION IS FOR THE UNION'S USE ONLY.

GRIEVANT \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_ DATE OF HIRE \_\_\_\_\_  
DATE OF CLASSIFICATION \_\_\_\_\_ WORK LOCATION \_\_\_\_\_

**What Happened? Also describe incidents which gave rise to the grievance.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Who was involved? Give names and titles (include witnesses)** \_\_\_\_\_

**When did it occur? Give day, time, date(s)** \_\_\_\_\_

**Where did it occur? Specific locations** \_\_\_\_\_

**Why is this a grievance? What is management violating: contract, rules and regulations, unfair treatment, existing policy, past practice, local, state, federal laws, etc.**

\_\_\_\_\_  
\_\_\_\_\_

**What adjustment is required? What must management do to correct the problem?**

\_\_\_\_\_  
\_\_\_\_\_

**Additional comments. Use reverse side if needed** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GRIEVANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STEWARD \_\_\_\_\_ DATE \_\_\_\_\_

GRIEVANT'S HOME ADDRESS \_\_\_\_\_

**NOTE: A COPY OF THIS FORM TO BE COMPLETED BY STEWARD OR OFFICER FILING GRIEVANCE AND TO BE TURNED IN TO LOCAL GRIEVANCE FILE ALONG WITH COPY OF GRIEVANCE AND DISPOSITION.**

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES





OAPSE LOCAL \_\_\_\_\_  
STEP \_\_\_\_\_

# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_  
TITLE \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_

**I authorize the OAPSE Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance**

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

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES



**NORTH FORK LOCAL SCHOOLS  
PARENT COMPLAINT**

GUIDELINES AND INSTRUCTIONS FOR USE

1. Fill out the attached form indicating the nature of the incident/complaint, what happened, and your complaint. Be sure to include who was involved and any information that will be helpful in solving this issue.
2. Upon completion of the form please give to the supervisor for the process of solving the complaint to begin.
3. Upon receipt of the written complaint form the supervisor will give the form to the employee. Once the employee has received the form, the employee will have at least two work days to contact the parent.
4. After contacting the parent, the employee will provide the supervisor with a written summary of the outcome of the issue.
5. In the event the complaint could not be solved by direct communication between the parent and the employee, a conference between employee, parent, and supervisor will take place. A written summary of the meeting must be kept by the supervisor.
6. If the complaint is warranted, then clear expectations for correcting the problem must be developed at the meeting.
7. If the parent is still not satisfied, the parent may arrange a conference with the Superintendent. The Superintendent shall make a report of said conference and provide a copy to the employee, parent and supervisor involved.
8. If the parent is still not satisfied, the parent may request a meeting with a majority of the Board in Executive Session. A copy of the Board's recommendation shall be given to the Superintendent, parent, supervisor and employee.
9. If the Superintendent, Board, or any Board member(s) receive an initial complaint from a parent about an employee, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate administrator. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant criminal proceedings. Verbal complaints will be accepted only in areas concerning safety issues.



**NORTH FORK LOCAL SCHOOLS  
PARENT COMPLAINT FORM**

Parent's/Guardian's Name: \_\_\_\_\_ Student's Name \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
\_\_\_\_\_ Cell Number \_\_\_\_\_  
\_\_\_\_\_ Work Number \_\_\_\_\_  
Date \_\_\_\_\_ E-mail Address \_\_\_\_\_

1. Nature of incident/complaint (To be filled out by parent):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Employee summary of event and action taken (To be filled out by staff member):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Was incident/complaint resolved (Employee)? \_\_\_\_\_  
4. Is further action needed (Supervisor)? \_\_\_\_\_  
5. If further action: Date \_\_\_\_\_ Time: \_\_\_\_\_ of next meeting.

SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FIELD TRIP ROTATION PROCEDURES**

1. Trip meetings will be held the last day of each week to dispatch the next week's trips.
2. Rotation for trips will follow seniority and will begin where it left off with the last trip dispatched.
3. Drivers must be present at trip meeting to be eligible for trips. Exception to this is if you are on your route or another trip. If this is the case you will be contacted in the rotation via cell phone.
4. If a trip can't be filled at a trip meeting by a regular driver attending the meeting, it will be the supervisor's discretion to fill it with either another full time driver, or offer it to substitute drivers. This will not affect the trip rotation.
5. Drivers are only eligible for one (1) trip per day.
6. If a trip is received by the supervisor after the trip meeting, it will follow the rotation from where it left off. The only exception to this would be no driver can have 2 trips on the same day, unless the driver schedule will permit the assignment without altering their original assignment. In the event that a driver is not able to be reached, a reasonable period of time will be given to allow the driver to return a call to the supervisor before going to the next driver. The reasonable period of time will be determined by the time circumstances for the trip needing to be filled. Contact will be done via telephone.
7. In the event a trip is cancelled or postponed beyond the week it was dispatched it goes back into the rotation.
8. In the event that a driver must turn a trip back in, the supervisor will follow the rotation in order to fill the trip. The exception would be if it is after 5:00 P.M. and the trip is the next day. It will be the supervisor's discretion to fill the trip with any qualified driver.
9. In the event a driver has turned a total of 3 trips back in he/she will be ineligible for trips for the next 4 weeks. The only exception would be if no other driver, including substitutes, is available.
10. In the event a driver must turn a trip back in due to an emergency, and the supervisor can't be reached by 5:00 P.M., the driver may give the trip to anyone available. This will also count as a trip that has been returned.
11. No trading of trips.
12. Failure to properly fill out the paperwork, including fueling the bus before you leave and after your return, will result in you being ineligible the following week for field trips.

EVALUATION NOTIFICATION

This document is to inform \_\_\_\_\_ that he/she will be evaluated during the 20\_\_/20\_\_ fiscal year. The evaluation procedure during the year will occur because of the following reason:

- \_\_\_ 1. Regular sequence of evaluation for limited contract.
- \_\_\_ 2. Regular sequence of evaluation for issuing continuing contract.
- \_\_\_ 3. Evaluation of continuing contract.
- \_\_\_ 4. Special evaluation due to areas of concern by administration.

Signature of employee \_\_\_\_\_

Date \_\_\_\_\_

Signature of supervisor \_\_\_\_\_

Date \_\_\_\_\_

One copy of this form is to be retained by the employee and one copy will be placed with the evaluation document when completed.

**NORTH FORK LOCAL SCHOOLS**  
**EVALUATION OF NON-TEACHING/NON-SUPERVISORY PERSONNEL**

This procedure covers all non-teaching employees except those employees that are considered in a supervisory/director capacity as per ORC 3319.02.

1. Contracts:
  - a. Non-teaching/non-supervisory personnel are eligible for an initial one-year contract beginning July 1 of each year.
  - b. After successful completion of the one-year contract, the employee will be eligible for a two-year contract.
  - c. At the conclusion of the two-year contract, the employee will be eligible for a continuing contract. At this time, they must receive a continuing contract or be non-renewed.
2. Time-line:
  - a. A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.
  - b. The building administrator or supervisor shall meet with the staff member to be evaluated to establish growth goal(s) on or before October 15. A building administrator or supervisor may establish additional goal(s) for the staff member if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Growth goals will consist of what the staff member would like to do to enhance the work environment, and those that deal with the individual staff member's attitude and perspective toward their position.
  - c. A pre-evaluation conference shall be held at least ten (10) school days prior to the evaluation to discuss the items relating to the evaluation, including areas that you are looking at, and instrument.
  - d. A copy of each write up will be given to the staff member for his/her review before the post-evaluation conference. A post-evaluation conference shall be held at least ten (10) school days following the evaluation to discuss the outcomes.
  - e. All employees with continuing contracts will be evaluated at least once every four years.
  - f. Recommendation by the Superintendent on all contracts will be ready for the Board of Education to approve no later than the April meeting. The Board of Education will be informed throughout the year concerning employees with potential employment problems.

**NORTH FORK LOCAL SCHOOLS**  
**PROFESSIONAL GROWTH GOAL(S)**

*Employee:*

*Classification:*

*Date*

:

The following growth goal (s) will be addressed during the \_\_\_\_\_ fiscal year.

Goal (s): Procedures to be used while working toward goals.

Growth goals will consist of what the employee would like to do to enhance the work environment and those that deal with the individual employee's attitude and perspective toward their position.

--	--

Signatures: (Signature indicates required growth goal (s) have been established. An asterisk indicates a goal was not mutually established.)

*Employee* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Supervisor* \_\_\_\_\_ *Date:* \_\_\_\_\_

**NON-TEACHING/NON-SUPERVISORY  
FORMAL OBSERVATION/ EVALUATION REPORT FORM**

Date \_\_\_\_\_ Department \_\_\_\_\_

Name of Employee \_\_\_\_\_ Building \_\_\_\_\_

Position \_\_\_\_\_ Due Date \_\_\_\_\_

Employee Contractual Status               Initial               Two-Year               Continuing

1. Instructions 1. Exceeding District Standards 2. Meeting District Standards 3. Not Meeting District Standards 4. Not Observed/Not Applicable	1  Exceeding Standards	2  Meeting Standards	3  Not Meeting Standards	4  Not Observed or Applicable	COMMENTS All marks in columns 1 or 3 require additional comments.
<u>SECTION A:</u>  1. Employee consistently complies with assigned working hours.					
2. Employee maintains good attendance record.					
3. Employee complies with his/her job description that affects the performance of his/her tasks.					
4. Employee observes safety procedures in the performance of his/her tasks.					
5. Employee complies with Board of Education policies.					

6. Employee displays a high level of confidentiality when dealing with school business					
7. Employee demonstrates that he/she understands that he/she is seen as a representative of the District when dealing with the public.					
8. Employee is clean, neat, and appropriately dressed at all times.					
9. Employee maintains good interpersonal and professional relationships with fellow employees.					
	1	2	3	4	
	Exceeding	Meeting	Not Meeting	Not Observed	COMMENTS
10. Employee has a thorough knowledge of the task to be performed.					
11. Employee is able to stay on task regardless whether under direct or indirect supervision.					
12. Employee demonstrates self-initiative.					
13. Employee displays good judgment in approaching problems not covered in his/her supervisor's instructions.					

14. Employee plans and organizes his/her tasks in order to achieve good results.					
15. Employee demonstrates skill levels necessary for the performance of his/her assigned tasks.					
16. Employee performs all his/her tasks on time in a neat, professional way.					
17. Employee has the ability to adapt to new concepts and procedures, follow instructions, and accept criticism.					
18. Employee is willing to accept tasks that will require a degree of responsibility.					
19. Employee demonstrates willingness to accept direction in the performance of his/her tasks.					
20. Employee accepts suggestions that will improve his/her performance.					
21. Employee shows effectiveness when working under stress.					
22. Employee operates and takes care of equipment assigned to him/her.					



	1	2	3	4	COMMENTS
	Exceeding	Meeting	Not Meeting	Not Observed	
23. Employee demonstrates that he/she understands the importance of work coordination and the effect it has in the performance of his/her tasks.					
24. Employee shows initiative in the over-all performance of his/her tasks.					

	1	2	3	4	COMMENTS
ADDITIONAL OBJECTIVES	Exceeding Standards	Meeting Standards	Not Meeting Standards	Not Observed Not Applicable	

ADDITIONAL COMMENTS:

## **NON-TEACHING/NON-SUPERVISORY EVALUATION REPORT FORM**

### **SECTION B:**

Record job STRENGTHS and superior performance incidents.

### **SECTION C:**

Record specific work performance DEFICIENCIES or job behavior requiring improvement or correction.

### **SECTION D:**

Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during the next evaluation period.

### **SECTION E: (Assessment)**

Record how success for achieving established GOALS for IMPROVEMENT were accomplished.

**NON-TEACHING/NON-SUPERVISORY EVALUATION REPORT FORM**

**SECTION F:**

Supervisor's comments and conference summary:

**SECTION G:**

Employee comments:

**SECTION H:**

**SUMMARY EVALUATION – Check overall performance**

\_\_\_\_\_ Exceeding Performance Expectations

\_\_\_\_\_ Meeting Expectations

\_\_\_\_\_ Falling Below Expectations

**SECTION I:**

I certify this report represents my best judgment.

Supervisor's Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

I have read and received a copy of this document. (Signature does not necessarily signify agreement or disagreement, only that evaluation has been completed and discussed and a copy of the evaluation was made available to you.) I understand that I have a right to affix a written response to this document.

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

Date \_\_\_\_\_

Original – Personnel Department

1st copy – Employee

2nd copy – Supervisor