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**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES  
LOCAL #459**

**AND**

**BETHEL-TATE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**MASTER AGREEMENT**

**July 1, 2011 to June 30, 2013**

## **AGREEMENT**

This Agreement made this 1<sup>st</sup> day of July 2011, by and between the BOARD OF EDUCATION OF THE BETHEL-TATE LOCAL SCHOOL DISTRICT, Clermont County, Ohio, and CHAPTER 459 OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, Bethel .Ohio.

### **ARTICLE 1 - TERM**

This Agreement shall remain in effect from July 1, 2011, until June 30, 2013, provided, however, that negotiations shall be reopened at the request of either party on the issues of economics only, once each year.

### **ARTICLE 2 - RECOGNITION**

The Board of Education of Bethel-Tate Schools, herein after referred to as the Board, recognizes the Ohio Association of Public School Employees, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all full-time or regular short-hour non-certificated employees, except the Administrators, , the Secretary to the Superintendent, District Data Coordinator, Accounts Payable/Receivable Clerk, and the Assistant Treasurer, filling presently established classifications for the purpose of negotiating matters of mutual concern.

The Employer will deduct Association dues initiation fees, and assessments from the wages of members of the bargaining unit who authorize, in writing such deductions, and shall remit such sums, together with a list of the names of the employees and the amount deducted, to the Association State Treasurer. Authorization shall be presented to the Employer, and the Employer shall make such deductions from the payroll check for the next pay period in which dues are normally deducted. All dues shall be deducted in twenty-four (24) equal monthly installments.

Within fifteen (15) days after the deductions are made, the employer shall forward the deductions by warrant to the Association State Treasurer. Such warrant shall be accompanied by an alphabetical listing of the employees for whom deductions were made and the amount of the deductions. The Association recognizes the Board as the elected representatives of the people of the Bethel-Tate School District Employer. This recognition shall carry with it the mutual agreement that the parties will negotiate all matters or wage, hours, working conditions and health benefits and will use mutually agreed upon channels for appeal in the event of impasse. To the extent that any agreement arrived through consultation is deducted writing and embodied in this Agreement, or any addendum to this agreement, the provisions shall be binding on all parties.

### **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

**Directing Requests** - Requests for meetings from the Association will be made, directly to the superintendent by the President of the Association in writing between March 1 and April 15 of the current year. Requests From the superintendent or the Board will be made in writing to the President of the Association.

**Negotiations Committees** - Negotiations Committees shall be appointed by the President of the Association and the President or the Board. Each committee shall have a designated chairperson. Membership of the committees shall be limited to no more than six (6).

**Exchange of Information** - The Board and the Superintendent agree to furnish the Association Negotiation Committee, upon request within a reasonable period or time all available public information concerning Financial resources of the District and such other public information as will assist the Association in developing intelligent, accurate and constructive programs on behalf of school employees.

**OAPSE Assurance** - The elected President, or his/her representative, shall first fulfill their duties to their employer, the Bethel-Tate Board or Education, before performing whatever duties he/she might assume as the Association representative. If needed, one (1) hour free time per week shall be granted to the OAPSE President for handling OAPSE related business that cannot be conducted other than on school time. The union president will receive Permission from his/her immediate supervisor and sign out when being excused from their assigned duties.

**Agreement** - When agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board, it shall be signed by representatives of both parties.

**Caucus** - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, within which to caucus in privacy.

**News Releases** - News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and content of the release. Upon impasse, either party may fully discuss issues with the media and provide news releases to the media.

**Impasse Procedure** - If after the new successor labor agreement is not reached by ninety (90) days after the expiration of the current agreement, and/or a re-opener, either party may request the Federal Mediation and Conciliation Service (hereinafter AFMCS≡) provide a mediator to assist the parties. The negotiating procedures set forth in this Article supersedes and takes precedent over any inconsistent timing and procedures set forth in this Section 4117.14 of the Ohio Revised Code, which statutory time and procedures are hereby mutually waived.

This mediation constitutes the parties mutually agreed upon final and exclusive dispute resolution procedure and shall operate in lieu of any and all other settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article is not to be diminished or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, provided that the Union has given the Board of Education and SERB a ten (10) day written notice of the intent to strike.

The assigned mediator shall have full authority to call and conduct meetings to reach an agreement. The mediator shall not have the authority to bind either party to an agreement but may make recommendations.

#### **ARTICLE 4 - JOB DESCRIPTIONS**

The Association shall be furnished a copy of the job description of each classification covered under the terms of this contract. Prior to any change in any job description covered under this contract, the Association shall be notified of such changes anticipated and the effective date of such change. Job descriptions to be used are the job descriptions that were developed in 1994 that had employee input in May 1994.

#### **ARTICLE 5 - NO DISCRIMINATION**

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and to the extent prohibited by law, no person shall be discriminated against because or race, sex, or physical handicap.

Neither the Board nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because or the exercise or rights to engage in OAPSE activity.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance, but such grievance shall be submitted to the following procedure.

**Step One:** Within ten (10) calendar days of an event or conditions that an individual considers a grievance; he/she shall discuss the problem with his/her immediate supervisor. He/she may do this alone or with his/her official OAPSE representative.

**Step Two:** In the event the aggrieved person is not satisfied with the disposition at Step One, or no decision has been rendered within ten (10) calendar days after the informal meeting, he/she may inaugurate the formal proceedings by filing a grievance in writing to the immediate supervisor. Within ten (10) calendar days after presentation of the grievance, the supervisor or designated representative shall give an answer in writing to the employee.

**Step Three:** If the grievance is not resolved at Step Two, the employee or Association representative may within ten (10) calendar days of receipt of the supervisor's answer, submit to the Superintendent, or his designated representative, the answer at Step Two, with the original grievance statement. The Superintendent, or his designated representative, shall give the employee or the Association representative an answer in writing no later than ten (10) calendar days after receipt of the written grievance.

**Step Four:** If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing within ten (10) calendar days to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The aggrieved employee shall have the right to be represented at such meeting by a representative of OAPSE.

The Board shall act upon such appeal no later than its next regular meeting after the hearing. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. Copies of the action shall be sent to the employee, the Superintendent and the supervisor.

**Step Five:** In the event that the grievance is not satisfactorily resolved at Step Four, the Association may submit the grievance to arbitration. The request for arbitration shall be made within ten (10) calendar days of the Board's response at Step Four. The Board's representative and the grievant's representative shall then immediately meet to attempt to select a mutually acceptable arbitrator.

If the parties are unable to agree upon an arbitrator within ten (10) calendar days of the request for arbitration, the matter will be submitted to the American Arbitration Association and an arbitrator shall be determined in accordance with their rules. The arbitrator shall have the authority to hold hearings and confer with any person deemed advisable in arriving at his/her decision on the grievance. The arbitrator shall not have the authority to alter, add to or subtract from the terms of the negotiated labor agreement. The arbitrator shall report his/her decision to the grievant, the Union, and the Board in accordance with the rules and regulations of the American Arbitration Association. It is agreed by the parties that the decision of the arbitrator shall be final and binding. Each party shall pay one-half (1 1/2) of the cost of the arbitration.

**Grievance Forms** - Any grievance must be typed on the authorized grievance forms agreed to between the parties to this Agreement.

Such forms must provide for naming of the alleged violation by contract section and shall state the contention of the employee or the Association, and shall indicate the relief requested.

The agreed-to grievance form shall be made available to any employee requesting such either through his/her supervisor or Association representative. Grievance forms to be used when processing grievances are attached hereto and marked as Exhibit "B".

**Time Limits** - Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed resolved by the Administration's or supervisor's last answer. Any grievance not answered by the Administration or supervisor within the time limit in that step shall be deemed resolved by the relief requested by the employee or Association. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.

## ARTICLE 7 - LAYOFF - RECALL

All bargaining unit classifications and positions shall be filled by employees of the Board.

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff.

- A. The number of people affected by the reduction in force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.
  
- B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid-off according to seniority within the classification, with the least senior employee laid-off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
  
- C. The following classifications shall be used for the purpose of defining classification seniority in event of layoff:

Cafeteria	Educational Aide	Mechanic
Custodial	Transportation	E.M.I.S. Aide
Clerical	I.E.P. Personal Assistants	Computer Tech.
  
- D. Employees who are laid off, or their job gets abolished from their classification shall have the right to exercise their District seniority to displace the least senior employee (with the same or similar amount of hours per day) in any job classification which they previously held in the school district, provided the employee desiring to exercise such district seniority has:

1. More district seniority than the employee in such other job classification;
  2. The present ability to perform the essential functions of the classification without additional training or retraining;
  3. Any certificates or licenses to perform such work; and
  4. Performed work in and held job classification seniority in the job classification.
- E. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off in the classifications of layoff. Employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- F. Twenty (20) days prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications which will indicate which employees are to be laid off. Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall state the following:
1. Reason(s) for the layoff or reduction;
  2. The effective date of layoff;
  3. Statement advising the employee of his/her rights of reinstatement from layoff.
- G. For the classifications in which the layoff occurs the Board shall prepare a reinstatement list and the name of all employees whose contracts have been suspended shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any employees are hired in that classification or any employee is reinstated from the probationary list.
- H. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
- I. The employee's name shall remain on the appropriate list for a period of one (1) year from the effective date of layoff. If reinstated from the layoff during this period, such employee shall retain all previous accumulated seniority.
- J. The notice of reinstatement shall be made by certified mail.



## **ARTICLE 8 - JOB POSTINGS**

All vacancies or newly created positions which occur in the bargaining unit positions shall be posted in each building for a period of five (5) work days. Each such posting shall indicate the number of position that need filled. Any employee requesting to be considered for a posted vacancy shall submit his/her bid in writing for that vacancy to the Administration no later than the last day of the posting period. The position shall be filled by the most senior qualified employee within the classification applying for the position before anyone is hired from outside the bargaining unit. Determination of the most qualified shall be at the discretion of the Superintendent or his designee.

Any vacancy occurring in the bus driver classification as a result of resignation and/or retirement shall immediately be considered a vacancy and said position shall be posted and filled in accordance with this Article.

All other vacancies on routes occurring after the commencement of the school year; not the result of resignation, death, and/or retirement, (i.e. transfers, etc.) Shall not be considered a vacancy until after the completion of the school year. Such vacant position and routes shall be filled, at the discretion of the Board, with a substitute driver for the remainder of the school year. At the completion of the school year, such vacancy position route shall be posted and filled in accordance with the provisions of this Article and Article 17 Transportation.

Any employee interested in a job vacancy occurring during vacations or recesses shall notify the Superintendent in writing of their interest in a specific position. Before filling any vacancy during vacation or recess, the Superintendent shall consider the request of any employee for a specific position. During school breaks and summer months, copies of job postings shall be given to the Association representative and to any employee interested in the job vacancy, at the same time the job is posted.

Employees shall be notified of their being awarded or not awarded the open position within ten (10) days of filling the job.

All vacancies shall be filled within ninety (90) days unless otherwise stated herein.

## **ARTICLE 9 - PROBATIONARY PERIOD**

The probationary period for all new employees shall be one (1) year. After completion of said one (1) year probationary period, employees may be disciplined, suspended, or terminated for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the written rules and regulations of the Employer, or any other failure of good

behavior. If certification of fitness for employment is required by the agency, department or body of government, the failure to attain such certification may be a cause for removal.

The probationary period for promoted employees will be sixty (60) work days. If the Board decides to remove the promoted employee, or if the employee decides to return to the employee's previous position, the Board will agree to give written permission to the employee before the expiration of the probationary period. A bargaining unit member holding the position vacated by the promoted employee returns to his/her prior position.

If the service of a probationary employee is unsatisfactory, he/she may be reduced or removed from service with the Employer at any time during the probationary period and this reduction or removal shall not be subject to the grievance procedure. This provision replaces and supercedes Section 3319.081, Ohio Revised Code.

### **ARTICLE 10 - DISCIPLINE, SUSPENSION AND TERMINATION**

This procedure shall apply to discipline, suspension or termination for any of the reasons set forth in Article 9.

Normally, an employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; shall be suspended on the third offense and shall be suspended or terminated on the fourth offense; provided, however, that the Superintendent may accelerate disciplinary measures to any step if, in his opinion, the gravity of the offense warrants such action.

Prior to discipline, suspension or termination, the unit member shall be informed of the reason for the disciplinary measure, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting by a representative of the collective bargaining agent.

Records of discipline or suspension shall be expunged from an employee's file if no similar offense occurs within a three (3) year period of time, provided, however, that any offense related to sexual imposition shall not be expunged.

Discipline, suspension and termination shall be subject to the grievance procedure after the completion of the probationary period set forth in Article 9. This provision replaces and supersedes 3319.081, Ohio Revised Code.

### **ARTICLE 11 - VACATION OF NON-TEACHING EMPLOYEES**

Each full-time non-teaching employee, including full-time hourly-rated and per diem employees, after service of one (1) year with the Board of Education, shall be entitled,

during each year thereafter while continuing in the employment of such Board of Education, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays.

"Full-time employee" is a person who is in service not less than eleven (11) months in each calendar year.

Employees continuing in the employment of such Board of Education for nine (9) or more years of service shall be entitled to vacation leave with full pay for a minimum of three (3) weeks, excluding legal holidays.

Employees continuing in the employment of such Board of Education for seventeen (17) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding legal holidays.

Upon separation from employment, a non-teaching employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit immediately preceding his/her separation and the pro-rated portion of his/her earned but unused vacation leave for the current year. In case of the death of a non-teaching employee, such accrued and unused vacation leave and pro-rated portion of the current year shall be paid in accordance with Section 2112.04 O.R.C. to his/her estate.

Each non-teaching employee must use his/her vacation time in the year that it is earned and at a time most convenient to the work schedule of the Board of Education as determined by the Superintendent or his designee. If an employee is not provided time off to use such vacation accrued, the Superintendent can either grant the employee such vacation within the current school year or approve such vacation time to be carried over to the following school year.

## **ARTICLE 12 - SICK LEAVE**

All full-time non-teaching employees are granted one and one-quarter (1 1/4) days of sick leave for each completed month of service (15 days per year). There shall be no limit set on the number of sick leave days accumulated by any non-teaching employee of the Bethel-Tate School District.

A non-teaching employee may be absent from regular duties because of his/her personal illness for a period not to exceed his/her total number of days accumulated sick leave without loss of pay.

Accumulated sick days may be used because of illness in immediate family of an emergency nature and may be granted and charged against accumulated sick leave on approval of the Superintendent. Immediate family shall include husband, wife, children, father, mother, step-father, step-mother, brothers, sisters, grandparents, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, nieces and nephews.

Accumulated sick leave days may be used without loss of pay because of death in the immediate family and will be charged against accumulated sick leave on approval of the Superintendent.

Non-teaching employees will furnish a satisfactory affidavit to justify the use of sick leave. The affidavit forms are available on the District's intra-net.

### **Sick Leave Bank**

A sick leave bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the OAPSE Local 459.

Between September 1 and October 1 of each school year, each member in the bargaining unit shall be given the opportunity to donate five (5) days of his/her personal sick leave accumulation to the sick leave bank. All donations shall be made by completing the sick leave bank donation form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

A sick leave bank oversight committee shall be responsible for handling all transactions related to the operation of said sick leave bank. The committee shall consist of two representatives appointed by the Superintendent and three (3) representatives appointed by the OAPSE Local 459 President. The duties of the oversight committee shall include the following:

- A. Distribution and collection of the sick leave bank donation forms each school year during the month of September;
- B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
- C. Processing of all requests for use of days in the sick leave bank (receipt of requests, notification of Board Treasurer's Office, etc.);
- D. Monitoring all usage of days from the sick leave bank;

- E. Solicitation of additional donations when the sick leave bank is nearing depletion;

The sick leave oversight committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the sick leave bank.

A member must meet all of the following requirements:

- A. The member=s personal sick leave accumulations must be exhausted;
- B. The need for additional sick leave must be based upon illness, injury, and/or surgery, but shall not include use for normal pregnancy;
- C. A physician must verify in writing the member=s need to be off work.

Members who wish to request days from the sick leave bank shall submit a written application to the oversight committee; the application shall indicate the date on which the member=s personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the sick leave bank. A member may make further requests for withdrawals from the sick leave bank in increments of up to thirty (30) days.

The discretion to approve additional withdrawals from the sick leave bank rests with the oversight committee. A member, however, may make application for withdrawals from the sick leave bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by SERS physician(s) for disability retirement may not apply for days from the sick leave bank so that he/she may extend the date on which he/she will begin his/her SERS disability retirement. However, if a member=s disability is denied by the SERS Board, a member may apply for withdrawals from the sick leave bank.

Whenever the number of days available in the sick leave bank totals thirty (30) days or less, the oversight committee shall solicit donations from all bargaining unit members. These donations shall be limited to one (1) day per person.

To be eligible for Sick Leave Bank, an employee must have contributed to the bank.

All days accumulated in the sick leave bank and not used during a given school year shall be carried over to the next school year.

### **Insurance Opt-Out**

A. **Eligible Participants.** All bargaining unit members who are currently insured under the health insurance plan provided in this Agreement and who may be insured under another health insurance may elect the opt-out of the Board approved health insurance by completing the opt-out insurance benefit waiver form. For the purpose of this section, married individuals who are both employed by the Bethel-Tate Local School District will only be eligible for one opt-out benefit. In order for this provision to become effective and remain effective, it is required that at least three (3) full-time employees (family plan) or a combination of full/part-time employees who provide equivalent savings covered under this agreement must choose to participate. In the event that at any time the number of employees participating in the opt-out provisions fall below three (3) full-time employees (family plan) or equivalent, the Board may choose to suspend the opt-out compensation payments until such time that three (3) full-time employees (family plan) or equivalent voluntarily enroll. Each eligible member electing to opt-out of the Board-approved medical and dental insurance plans shall receive an incentive payment in accordance with the following schedule to be paid in June, and to be prorated to the number of months in the current fiscal year that the member did not require employer-provided health insurance benefits.

Regular 12-month full-time employees (over 6 hours per day)plan;	\$100.00 a month for family plan; \$50.00 a month for single plan.
Part-time employees (working 4 but less than 6 hours)	\$80.00 a month for family plan \$40.00 a month for single plan
Part-time employees (working less than 4 hours and eligible to receive benefits)	\$55.00 a month for family plan \$27.50 for single plan
Regular 12-month full-time employees (working over 6 hours a day moving from a family plan To a single plan)	\$50.00 a month
Part-time employees (working less than 6 hours a day moving from a family plan to a single plan.	\$40.00 a month
Part-time employees (working less	\$30.00 a month

than 4 hours a day moving from a family plan to a single plan.

- B. Any eligible bargaining unit member who elects to opt-out of the health plan provided for in this agreement and who involuntarily loses other insurance coverage through the unemployment of a spouse, death of a spouse, or divorce of a spouse (life-changing event), will be permitted to re-enroll in the Board-Approved health insurance plan(s) pursuant to the Clermont County Trust Health Plan Rules and Regulations. Notice of Intent to Enroll must be provided to the Treasurer not later than the third Monday of the month following the qualifying event. Coverage will be effective on the first day of the following month.
- C. In accordance with the above referenced paragraph, any bargaining unit member who voluntarily elects to opt-out of the Board approved health insurance plan provided in this agreement may re-enroll in the Board approved health plan during the next annual open enrollment period as provided by the Clermont County Health Trust Rules and Regulations. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board approved health plan in accordance with the enrollment window period as provided in the Clermont County Health Trust Rules and Regulations.
- D. In order to initiate eligibility for the opt-out insurance benefit and maintain said benefit, an employee must opt-out of both medical and dental plans provided for under the collective bargaining agreement, unless District allows otherwise.

### **ARTICLE 13 - SEVERANCE PAY**

Severance pay shall be paid to those employees with a minimum of ten years service with the School District at the time of their retirement as certified by the School Employees Retirement System, at the rate of 25% of their accumulated but unused sick leave up to a maximum of fifty (50) days severance pay. Any retiring employee will receive their severance payment in one lump sum when the total amount does not exceed \$3000.00.

### **ARTICLE 14 - LEAVES OF ABSENCES**

Upon a written request, the Board shall grant a leave of absence without pay, for a period of not more than two (2) years where illness or other disability is the reason for the

request. Employees granted such leaves shall accrue seniority during the period of the leave.

Upon a written request, with at least 30 days notice, the Board may grant a leave of absence, without pay, for a period of not more than two (2) years for other purposes. The employee must specify his/her anticipated date of return. Employees granted such a leave shall not accrue seniority, but shall not lose previously accrued seniority.

Any employee shall, upon request, receive an unpaid leave of absence for the adoption of a child. The total length of adoption leave shall not exceed one (1) year from the date that leave begins.

If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after the employment as a replacement, he/she shall receive credit for the length of service with the Board during the replacement period. All leaves must be approved in writing, by the Superintendent or his or her designee. Advance notice may be waived in cases of extreme emergency. All request for leaves under this Article must be in writing and must specify the details which make the leave necessary.

The Board shall carry an employee on payroll records for the purpose of fringe benefits programs. The employee shall advance monthly premiums to the Board for said fringe benefits.

## **ARTICLE 15 - HOLIDAYS**

All non-teaching employees are entitled to the following holidays for which they will be paid their regular salary provided each such employee accrued earnings on his/her next preceding next following scheduled work days before and after such holiday; Christmas Eve, New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to the above holidays, they are entitled to any day, except days approved for teachers attendance at an educational meeting, that the Board of Education may declare as a holiday.

## **ARTICLE 16 - MISCELLANEOUS**

**Uniform Allowance** - The following listed employees are required to wear uniforms in the performance of their duties for the School District: Custodians, Cooks, Servers, and Bus Mechanics. Uniforms for Custodians and Bus Mechanics shall be supplied by the Board of Education. The Cooks and Servers shall be reimbursed by the Board of



Education for three (3) uniforms per year. The uniforms are to be selected at the discretion of the Cafeteria Manager. Standardized custodial uniforms will be worn during performance of duty in all four buildings.

**Direct Deposit** - Direct deposits of paycheck will be made available to all employees into, no more than two (2) bank accounts of the employee's choice. An employee may elect to sign up for direct deposit anytime with the Treasurer's Office. Direct deposit stubs will be emailed out to either the employee's District email account or another email account address provided by the employee. Employees are not required to obtain a personal email account.

**Pay Periods** - All employees shall be paid in equal, consecutive, bi-weekly pay periods. This equates to twenty-six (26) or twenty-seven (27) pay periods, depending on each position's calendar, each year.

**Physical Examinations** - Physical examinations required by Section 3327.10 O.R.C. for bus drivers are the County Board of Education's responsibility and paid for by the County Board of Education. All bus driving employees shall be compensated at the appropriate rate of pay when required to take physical examinations. The Bethel Tate Board of Education will make every reasonable effort to schedule the physical examination on-site.

**Mileage** - Any employee required to use their vehicle for District business at the direction of their supervisor shall be reimbursed at a rate based upon I.R.S. guidelines.

**Accidents** - Employees shall be required to report any accidents causing personal injury immediately to their Administrator.

**Mechanic's Tools** - Board of Education pays for the cost of insurance on tools. The mechanic shall pay \$250.00 toward the deductible for claims exceeding \$1,000.00.

**Payroll Deductions** - In addition to the required deductions, the following deductions shall be authorized:

- A. Dues Deduction - refer to Article 19.
- B. Medical Benefit Deduction - Any time upon a change in family status.
- C. PEOPLE Deduction - The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deductions 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 Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union 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.

- D. Daily Hours – All employees will be eligible for and receive benefits at no less than the position’s daily hours of service based upon assigned hours at the beginning of each school year.

## **ARTICLE 17 - TRANSPORTATION**

**Route Bidding** - Bidding will occur in August, before school starts. All routes will be put up for bid. The Driver with the most seniority shall pick the route of their choice first. The bidding will then continue down until it reaches the driver with the least seniority.

Any additional routes including mid-day routes will be posted as soon as they are created.

Special needs routes will have a list of designated drivers. This list will consist of three drivers or more when required by Supervisor. When necessary, these drivers may be required to do that route in place of theirs.

A driver will be eligible for and receive benefits at no less than the posted length of the route he/she bid on at the time of the bid, including shuttle activity and mid-day routes.

**Extracurricular Driving** - All regular employees in the classification shall have the opportunity to accept extracurricular driving assignments on a rotation basis, by classification seniority.

At the beginning of each school year, the Transportation Director will establish a seniority list of persons who are currently employed as regular school bus drivers. The seniority list will be based upon the period of employment as a regular school bus driver that is continuous with the current year. The seniority list so established will be posted in the bus garage.

A driver may request in writing that he/she not be considered for extra school bus trips for a particular school year.

The Director of Transportation shall develop two lists : A weekend and week day list for extracurricular and co-curricular trips. Extra trips or co-curricular trips shall be assigned to drivers by the Director on the basis of a seniority list, with the driver as the top of the list having the first refusal for the trip each school year. The Director will proceed on down the seniority list for the first and each succeeding extra trip or co-curricular trip during the school year as assignments are accepted and/or refused. Extra-curricular trips will be posted one week in advance. Regular route drivers are not permitted to choose a trip that is scheduled during their regular route unless the driver receives written approval by the Transportation Supervisor. When an extra trip interferes with a regularly-scheduled route or when a driver is absent due to sick leave, personal leave, or on another job-related assignment the driver shall be bypassed but the trip will not count as a refusal. If a driver refuses a trip, he/she will be bypassed until his/her turn comes up next again on the list.

All drivers shall be paid a rate of \$10.50 per hour on field trips, unless such driver is in overtime pay status at which the rate shall be in accordance with the Fair Labor Standard Act.

All regular employees in the classification shall have the opportunity to accept extracurricular driving assignments on a rotation basis by seniority provided that acceptance of said trip will not result in the driver accruing more than six (6) hours of overtime in any given pay period.

Emergency extracurricular trips not received, posted or returned to the transportation office within 24 hours of the trip's scheduled departure time can be accepted by any driver, by seniority, starting with the next driver from the last emergency trip. The transportation supervisor /designee will call the next three drivers after the last emergency trip. If it is not accepted by one of them, it will be given to the next driver in rotation who answers the call. When Bethel-Tate schools are in session, this procedure may take place over the radio. The Supervisor will announce to all drivers the description of the trip. Whoever responds, and is highest in seniority following the board rotation, may take the trip. If the trip is canceled after the driver reports to said trip, he/she shall be paid a minimum of two (2) hours pay.

There will no trading of extracurricular trips once assigned. If a driver accepts an extracurricular assignment and then is not able to fill that assignment, the driver must notify the transportation supervisor.

One (1) hour's pay at a driver's regular rate of pay will be paid monthly for bus washing.

Any additional or new routes, including midday routes, will be posted as soon as they are created and will be bid in accordance with the provisions of Article 8.

After September, if an existing route changes plus or minus thirty (30) minutes, the route will be considered a vacant route and will be bid in accordance with the provisions of Article 8.

The minimum pay for all extracurricular trips shall be two (2) hours.

The Supervisor may assign a trip out of rotation in the event of exceptional or emergency circumstances.

When drivers are required to submit to drug and /or alcohol testing, he/she will be compensated three hours of pay at the regular rate of pay which includes reimbursement for travel time.

The trip board will change for a summer sign-up list after the last day Bethel-Tate schools are in session. A new board will begin at the top of the seniority list on the first day Bethel Tate begins school.

#### **ARTICLE 18 - BOARD PICK-UP OF EMPLOYEE CONTRIBUTION TO SCHOOL EMPLOYEE'S RETIREMENT SYSTEM OF OHIO**

For tax sheltering purposes only, the Board shall designate and consider ( i.e., "pick-up") each employee's mandatory contribution to the School Employees' Retirement system of Ohio, as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and Ohio income tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the School Employees' Retirement System of Ohio. No employee's total earnings paid by the Board shall be increased by application of this Section, nor shall the Board's contribution to the School Employees' Retirement System of Ohio or any other cost be increased thereby.

The Association agrees that the Board assumes no other or further liability to any person or entity under this Section, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities. The Board shall have the right to immediately and unilaterally discontinue all of its obligations under this Section, if so ordered by the School Employees' Retirement System of Ohio and/or the Internal Revenue Service and Ohio taxing authorities, notwithstanding any provision contained in this Agreement to the contrary. The Ohio Attorney General and rules of the School Employees' Retirement System of Ohio, and such rules as the aforementioned agencies including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this Section. The "pick-up" amount shall be included in the employee's annual base salary for purposes of computing weekly rates of pay, daily rates of pay, hourly rates of pay, and

for determining pay or salary due to absence or for any other purpose under this Agreement.

## **ARTICLE 19 - MAINTENANCE OF MEMBERSHIP**

Employees who, upon the effective date of this Section of this Agreement (Maintenance of Membership), are members of the Ohio Association of Public School Employees, Local 459 in good standing in accordance with the Constitution and Bylaws of the Association, and those employees who may thereafter become members, shall maintain their membership in the Association by the tender of periodic dues and any fees uniformly required by the Association. Dues deduction authorization shall be continuous once requested for the duration of this Agreement, except that such an authorization may be revoked by the employee, in writing to the OAPSE State Office in Columbus, during the last month of this contract.

The Board agrees to deduct from or check-off on the wages of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and Local 459, upon the presentation of a written authorization executed by an employee.

Dues deduction shall come from the September through August payrolls. Once deducted, dues monies shall be forwarded to the State Association with a list of employees. The dues deduction authorization provided for herein, shall not be revoked except during the open period set forth above.

The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by an employee in accordance with this Article of the Contract.

## **ARTICLE 20 - HOURS OVERTIME**

The work week for regular full-time employees shall consist of five (5), 8-hour days to a maximum of forty (40) hours per week.

Any employee called in to work when the employee is not scheduled to work shall receive a minimum of two (2) hour's pay at the appropriate rate of pay under this Agreement.

Hours worked on Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay if the employee has worked forty (40) hours during that week. Holidays shall be considered as hours worked in calculating overtime over forty (40) hours during that week. The Superintendent or designee shall have the discretionary authority to schedule or grant overtime to an employee.

Employees required to work on Holidays or Sundays shall be paid twice their regular rate of pay.

Maintenance/Custodians who are required to begin their shift after 12:00 p.m. will be paid a shift differential of thirty-five cents (\$.35) per hour. Those required to start their shift after 9:00 p.m. will be paid a shift differential of forty-five cents (\$.45) per hour.

Non-teaching employees (12 month) would be given 1 comp day for each calamity day worked up to a maximum of three (3) per school year unless otherwise agreed to in writing by the Superintendent.

### **ARTICLE 21 - PERSONAL LEAVE**

The Superintendent of Schools or his designee shall be granted authority to grant to any employee up to three (3) unrestricted days per school year, leave of absence from his/her duties. Such leave of absence shall be granted upon request, in writing, made at least two (2) days before the period of absence is to begin. In the event of unavoidable casualty, emergency, accident or other necessity, the written request period shall be waived. Personal leave is not to be used on the day prior to or following any holiday or vacation except in the event of unavoidable casualty, emergency, accident or other necessity. Additionally, personal leave may not be used during the first two (2) weeks of the academic school year or during the last two (2) weeks of the academic school year.

The applicant shall not suffer any loss of salary for such absence. Such days shall not be deducted from the employee's days of sick leave. Such leave cannot be used for a purpose which would be chargeable to sick leave. Convert unused Personal Days into Sick Leave Accumulation.

### **ARTICLE 22 - ASSAULT LEAVE**

The Board shall upon written request by an employee and presentation of a doctor's statement, grant an assault leave not to exceed five (5) days to any employee who is the victim of a physical assault in the performance of his/her duties. The Superintendent may grant additional days of assault leave at his discretion.

### **ARTICLE 23 - FRINGE BENEFITS**

**Hospitalization-Surgical** - The Board shall pay 83% of the cost of single plan or family plan (at the option of the employee) with the Clermont County Health Trust Platform Plan. Association agrees to continue with Clermont County Trust Platform Plan provided said Plan is similar or comparable with the Platform Plan in effect as of July, 2002.

If a husband and wife are both employed by the Board or by a school district within the consortium, the Board shall be obligated to provide only one (1) family health insurance plan or two (2) single plans at a hundred (100%) contribution.

**Group Life Insurance** - The Board shall pay the full cost of group term life insurance amounting to \$40,000 accidental death and dismemberment coverage for each full-time and regular short-hour non-teaching employee. Per the Prorated Life Insurance Policy, this amount has an age reduction factor.

**Dental Insurance** - The Board shall pay 90% of the cost for each full-time and regular short-hour non-teaching employee toward the Clermont County Consortium’s Dental Plan, or a plan similar or comparable to this plan.

For each full-time or regular short-hour non-teaching employee employed by the Board. **The Board’s** payment for the above fringe benefits shall be as follows:

HOURS WORKED	PERCENT of BOARD PAYMENT
Over 6 hours	see above
4 to 6 hours	80%, except health which is 83%
Less than 4 hours & I.E.P Personal Assistants	55%

**Attendance Incentive** - The Board shall pay an incentive bonus for perfect attendance for the school year at the following scale:

	PERFECT ATTENDANCE	1 DAY ABSENCE
9 month employee	\$200.00	\$ 75.00
10 month employee	\$250.00	\$100.00
12 month employee	\$300.00	\$125.00

**Subpoena** - If an employee is requested by the Bethel-Tate Board of Education to appear in court on a Bethel-Tate School District related case this will not be charged against the perfect attendance incentive.

**Tool Allowance** - The Board will pay the Bus Mechanic a tool allowance of \$200.00 per fiscal year. Receipts shall be submitted to the Treasurer’s Office by the Bus Mechanic verifying the personal tools purchased under this section. All such tools will become the Bus Mechanic’s personal property. The Bus Mechanic and Treasurer’s Office shall keep an ongoing, agreed upon inventory of the tools under this section.

**Bus Drivers** - Bus drivers will be paid for three (3) hours of their regular rate of pay for the purpose of filling out T-1 forms and any other forms for each year.

## **ARTICLE 24 - FAMILY LEAVE ACT**

The Board and all bargaining unit members shall fully comply with the provisions of the Family Medical Leave Act.

The Board shall continue to pay its share of the member's medical insurance premiums for the length of time required under the Family Leave Act (12 weeks).

The member will be responsible for the payment of his/her share of medical insurance premiums. The payment of these premiums will be to the Board Treasurer and will be due on, or before, the day the bill is due (i.e. July's bill is due on June 30<sup>th</sup>) one month before payment is due.

Leave granted under the Family Medical Leave Act will run concurrent with any paid or unpaid leaves provided for in this Master Contract.



## **ARTICLE 25 - OAPSE BUSINESS LEAVE**

The Board agrees to permit one (1) elected delegate of OAPSE Local #459 leave of three (3) days to attend the OAPSE Annual Conference with continuity of salary. The delegate shall submit a Certificate of Attendance upon request from the Board.

## **ARTICLE 26 - COPIES OF AGREEMENT**

The Union shall be responsible for typing the Collective Bargaining Agreement upon approval of the Bethel Tate School District Board of Education and OAPSE Local 459. The Board and the Local shall equally share the cost of the printing such Agreement. Seventy (70) copies shall be made with the Board receiving twenty (20) copies and the Local receiving fifty (50) copies.

## **ARTICLE 27 - COMPENSATION**

The wage schedules attached hereto shall be in effect through the term of this contract.

**BETHEL-TATE LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, LOCAL  
459**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_