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NEGOTIATED AGREEMENT

BETWEEN THE

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL 136**

AND THE

**BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

TABLE OF CONTENTS

<u>Article</u>	<u>Item</u>	<u>Page</u>
Signatures		1
I	Term of Agreement	2
II	Principles	2
III	Recognition	3-5
A.	Support Staff Representative	3
B.	Bargaining Unit.....	3-5
C.	New Positions	5
D.	Confidential Employees	5
IV	Board Rights	5-6
V	Negotiations Procedure	6-7
VI	Amendments	7
VII	No Work Interruptions.....	7
VIII	Employment.....	7-9
A.	Selection For Employment	7
B.	Bus Drivers.....	7-8
C.	Work Schedules, Day, Week	8-9
IX	Probationary Period	9-10
X	Assignments	11-12
A.	Placement on the Salary Schedule	11
1.	New Hirees	11
2.	Changing Group.....	11
3.	Changing Classification	11
4.	Changing Hours	11
B.	Classification and Reclassification	11-12
C.	Off Duty Call Requirements	12
D.	Inservice Meetings	12
E.	Temporary Reassignment.....	12
F.	Voluntary Reassignment	12

<u>Article</u>	<u>Item</u>	<u>Page</u>
XI	Job Bidding Procedures	13-14
	A. Vacancy Defined	13
	B. Vacancy Filling	13
	C. Temporary Assignments	13-14
	D. Substitutes	14
XII	Safety and Health	14
XIII	Discipline and Dismissal	14-16
	A. Discipline	14
	B. Due Process	15
	C. Appeal	15
	D. Notices	15-16
	E. Suspension Pending Disciplinary Proceedings	16
XIV	Resignation	16
XV	Wages	17
	A. Wages	17
	B. Notice	17
	C. Increments	17
XVI	Evaluations	17-19
XVII	Personnel Files	19-20
XVIII	Position Descriptions	20
XIX	Benefits	20-30
	A. Vacations	20-21
	B. Holidays	21-22
	C. Insurance	22-24
	1. Hospital - Surgical	24
	2. Life Insurance	24
	3. Dental	24
	4. Prescription	25
	D. Spousal Insurance	25-26
	E. Longevity Pay	26-27
	F. Health Care Committee	27-30
	G. Section 125 Plan	29

<u>Article</u>	<u>Item</u>	<u>Page</u>
XX	Leaves	30-39
	A. Sick Leave.....	30
	1. What May Be Charged.....	30-31
	2. Reporting Absence	31
	3. Other Employees	31
	4. Bereavement Leave	31-32
	5. Immediate Family Shall Include	32
	6. Advancement of Sick Leave	32
	B. Personal Leave	32-34
	C. Attendance Incentive	34-35
	D. Absence Not Chargeable to Leave	35
	E. Leave of Absence for Military Service.....	35
	F. Medical Leave of Absence	35-36
	G. Leave of Absence Other Than Medical	36
	H. Parental Leave.....	36-37
	I. Assault Leave	37-38
	J. Federal Family and Medical Leave Act.....	39
XXI	Severance Payment.....	39-40
XXII	Workers' Compensation Coverage	40-41
XXIII	Miscellaneous	41-42
	A. Communications Committee	41
	B. Jury Duty	41
	C. Legal Commitments	41
	D. Released Time -- State Convention.....	41
	E. Released Time -- In-District	42
XXIV	Reduction-in-Force	42-48
XXV	Emergency and Calamity Days	48
XXVI	School Calendar	48
XXVII	Summer Work.....	48
XXVIII	Grievance Procedure	48-54
	A. Definitions	48-49
	B. Party in Interest.....	49
	C. Time Limits.....	49

<u>Article</u>	<u>Item</u>	<u>Page</u>
	D. Guidelines	49
	E. Representation	50
	F. Procedure	50
	G. Conduct of Arbitration	51-54
	H. Reprisals	54
XXIX	Pay Period	54-56
XXX	Overtime Pay	56
XXXI	SERS Pick-Up	56-57
XXXII	Reimbursement for Required Licensure and Education	57-58
	A. Reimbursement for Required Licensure	57-58
	B. Education Reimbursement.....	58
XXXIII	Dues Deduction and Fair Share Fee	58-60
	A. Dues Deduction.....	58-59
	B. Fair Share Fee	59-60
XXXIV	Savings Clause	60
XXXV	Nondiscrimination	60-61
XXXVI	Uniforms	61
XXXVII	Transportation Department	61-62
XXXVIII	Cafeteria Department	62
XXXIX	Employee Calendars	62-63
XXXX	Extracurricular Contracts.....	63
Appendix A	Grievance Form	64
Appendix B	Hospitalization Insurance	65
Appendix C	Prescription Drug Insurance	66
Appendix D	Dental Insurance	67
Appendix E	Spouse Eligibility Certification	68-69
Appendix F	Wage Rate Schedules	70

NEGOTIATED AGREEMENT

between the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL 136

and the

BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

January 1, 2013 through December 31, 2015

Ratified on September 28, 2013

Approved on October 8, 2013

OAPSE LOCAL 136

BEDFORD BOARD OF EDUCATION

Toni Kamerer, OAPSE Local President

Debi Kozak, President, Board of Education

Treleen Canganelli, OAPSE Local Vice
President

Sherman C. Micsak, Superintendent

Robert Love, OAPSE Local Treasurer

Janet Pavlic, Treasurer

Dennis Howard, OAPSE Team Member

Linda A. O'Neill, Assistant Superintendent

John Gullo, OAPSE Team Member

Jerry Zgrabik, Business Manager

Eileen Jackson-Carpenter, OAPSE
Team Member

John Sommers, Board Team Member

Bill Etling, OAPSE Team Member

Pat Carney, Board Team Member

OAPSE Team Member

Pat Bizer-Mahan, Board Team Member

ARTICLE I -- TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2013 through 11:59 p.m. December 31, 2015, and shall continue in full force and effect from year to year thereafter unless notification to negotiate is submitted according to the "Negotiations Procedure," Article V.

ARTICLE II -- PRINCIPLES

- A. The nature of public education makes certain general standards of conduct a prerequisite for all employees. Good public relations are of utmost importance to the school system, and tact, courtesy and a sincere desire to be helpful are qualities preferred of all school employees.
- B. Employees should conduct themselves in accordance with the following standards. These are listed to assist an employee in understanding the conduct preferred.
 - 1. Confidential information concerning pupils or other employees must not be released to unauthorized persons. Information gained within the course of employment must be held in strictest confidence.
 - 2. Because all employees of the Board are expected to be role models for the students whom we serve, employees must be conscious that their conduct may be copied by students. Therefore, employees should maintain a neat appearance, exhibit a cooperative attitude, use only appropriate language, and strive to complete work, consistent with quality standards.
 - 3. Employees must not receive favors or anything of value from persons or firms that do business with the Board, and all employees must avoid conflict between their personal lives and their obligations to the Board.
 - 4. Employees should refrain from conduct that interferes with their job duties and brings discredit to the school system or themselves.

ARTICLE III -- RECOGNITION

A. Support Staff Representative

The Bedford City School District Board of Education, hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees and its local Chapter #136, hereinafter referred to as the "Association," affiliated with A.F.S.C.M.E. and A.F.L.-C.I.O., as the sole and exclusive representative of all support staff personnel of the School District for the term of this Agreement.

B. Bargaining Unit

The bargaining unit shall consist of all full-time and regular short hour employees in the following positions who are regularly assigned to a work schedule.

Accounts Payable Specialist
Accounts Receivable Specialist
Activity Custodian High School - 1st or 2nd shift
Adult Volunteer Coordinator
Assistant Head Custodian High School - 2nd shift
Assistant Middle School Custodian - 2nd shift
Auxiliary Services Clerk
Cafeteria Assistant
Cafeteria Manager
Chief Mechanic
Clinic Aides
Cook
Custodial Assistants
Custodian/Launderer
Custodian/School Bus Operator
Duplicating Specialist – Graphic Production
Duplicating Specialist - Printer
Elementary Custodian - 2nd shift
Head Elementary Custodian - 1st shift
Head High School Custodian
Head Middle School Custodian
High School Maintenance Custodian - 1st shift
Home School Visitor
In-School Restriction Monitor
Laundry Assistant
Library Staff

Library Clerks
Maintenance Assistant
Mechanic
Monitor
Multicultural Coordinator
Office Aide
Paraprofessional
Payroll Specialist
Pool Custodian High School - 3rd shift
Receptionist
School Bus Operator
School Bus Operator/Courier
School Bus Operator/Laundrerer
Secretary Floater
Secretary to Athletic Director
Secretary to Communications and Public Relations
Secretary to Coordinator of Instructional Media and Technology
Secretary to Director of Vocational Education
Secretary to High School College and Career Center
Secretary to High School Guidance Department
Secretary to Middle School Guidance Department
Secretary to Pupil Services/Data Processing
Secretary to Supervisor of Buildings and Grounds
Secretary to Supervisor of Nutrition Services
Secretary to Supervisor of Transportation
Secretary to the Director of Curriculum and Instruction
Secretary to the Director of Pupil Services
Secretary to the High School Assistant Principal - Data Processing
Secretary to the High School Assistant Principal(s)
Secretary to the High School Main Office
Secretary to the High School Principal
Secretary to the Intermediate Principal
Secretary to the Middle School Assistant Principal(s)
Secretary to the Middle School Principal
Secretary to the Primary School Principal
Security Personnel
Skilled Tradesman
Special Education Attendant
Stadium Custodian - Groundskeeper
Teacher Aides
Technician - AV High School

Technician - District Repair
Transportation Attendant

C. New Positions

The Board shall notify the Association in writing when a new position is created or when the job responsibilities of an existing position have been substantially changed. Within ten (10) days of such notice, the Association may request bargaining concerning the appropriate rate of pay for the new or newly changed position. The Board shall retain the right to implement a proposed wage rate pending such negotiations. Each party may be represented at such negotiations by no more than two (2) members and negotiations should be completed within five (5) workdays of the request to negotiate.

D. Confidential Employees

1. The Association and Board agree to mutually submit to the State Employment Relations Board a petition for unit clarification seeking to clarify which employees currently included within the bargaining unit are confidential employees as defined in O.R.C. §4117.01 who will thereafter be excluded from the bargaining unit. Newly created confidential, management level and supervisory positions as defined in O.R.C. §4117.01 shall be excluded from the bargaining unit.
2. Confidential employees include the executive secretary to the superintendent, secretary to the assistant superintendent, secretary to the business manager,
3. Management level employees, also excluded from the bargaining unit, are the EMIS Coordinator/District Data Manager, Educational Technologist, and the Communications Coordinator.

ARTICLE IV – BOARD RIGHTS

- A. Except as expressly limited by the terms of this Agreement, the Board shall at all times exercise its exclusive authority to manage the schools under its jurisdiction and to establish policy on all matters. The rights include, but are not limited to the right and responsibility to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the

functions and programs of the School District, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of the School District operations;
4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the School District as a unit of the government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the School District as a governmental unit.

ARTICLE V – NEGOTIATIONS PROCEDURE

- A. If either party to this Agreement desires to terminate, modify or negotiate a successor collective bargaining agreement it shall no sooner than ninety (90) days prior to the expiration date of this Agreement, serve written notice upon the other of such desire. Notification from the Association shall be served on the Business Manager, and from the Board shall be served on the local President of the Association. A copy of the notice sent to SERB will suffice as notification under this Article. Within fifteen (15) days after receipt of such notice, but not later than sixty (60) days prior to the expiration of this Agreement, an initial bargaining session will be held, at which time either party may submit, in writing, its proposals and thereafter no additional items shall be submitted by either party unless by mutual consent.
- B. While discussions are in progress, any release prepared for the news media shall be approved by both parties.

C. Final agreement reached through negotiations shall be reduced to writing and presented to the Association for approval. The President of the Association shall notify the Superintendent of the action taken by the Association. If the agreement is approved by the Association, the Superintendent shall present it to the Board for approval. If approved by both parties, the Agreement shall be signed on behalf of the parties.

D. Alternative Dispute Resolution

If agreement is not reached within forty-five (45) days after the first negotiating session, either party may request the assistance of a mediator. The mediator shall be obtained from the Federal Mediation and Conciliation Services FMCS (or the Bureau of Mediation if the services of FMCS are not available) in accordance with its rules and regulations. The parties agree that mediation through the offices of FMCS shall be the parties' mutually agreed upon dispute resolution procedure and the parties hereby waive the right to utilize any other dispute resolution procedure, including the procedures contained in O.R.C. §4117.14. The parties agree to continue mediation until an agreement is reached; provided, however, that upon the expiration of this Agreement the Association retains the right to strike in accordance with O.R.C. §4117.14(D)(2).

ARTICLE VI – AMENDMENTS

This Agreement may be amended, suspended or abridged by mutual agreement of the Association and the Board.

ARTICLE VII – NO WORK INTERRUPTIONS

The Association and all employees covered by this Agreement shall not promote, engage in, participate, conduct, threaten to or call a strike or any other concerted withholding of services while this Agreement or its successors is in effect. The Board agrees not to lock out bargaining unit employees during the term of this Agreement or its successors.

ARTICLE VIII – EMPLOYMENT

A. Selection for Employment

1. All employees are recommended by the Business Manager for the approval of the Superintendent and the Board.

2. All new employees must submit to a criminal records check through the Bureau of Criminal Records Identification as a condition of employment; in addition, as required by law, new employees must submit to a tuberculin test.

B. Bus Drivers

1. To qualify for this position, applicants must have an abstract of driving record from the Bureau of Motor Vehicles in Columbus, five (5) years of driving experience, and must have passed the pre-service training program provided by the state.
2. All bus drivers must have a physical examination at least once a year in accordance with the rules and regulations of the Ohio Department of Education, Division of Pupil Transportation. Bus driver physicals will be scheduled in accordance with the policy of the Cuyahoga County Health Department.
3. Bus driver physicals will be paid for by the Bedford City School District if administered by the County Health Department, or a doctor designated by the School District and approved by the County Health Department.
4. All drivers are to complete the initial physical examination no later than August 15 of each year to be eligible to drive the next school year.
5. Any exceptions to this Article must be approved by the Transportation Supervisor.

C. Work Schedules, Day, Week

1. The regular workday consists of eight (8) paid hours with the exception of short-hour employees. The regular work week is forty (40) hours, and specific time schedules are arranged according to the nature of each job.
2. The normal work week will be from Monday through Friday and consist of (40) hours. Shifts are scheduled as follows:

First Shift: (8 ½ hours less a ½ hour meal break)

5:00 a.m. – 1:30 p.m.

6:00 a.m. – 2:30 p.m.

6:30 a.m.—3:00 p.m.

7:00 a.m.—3:30 p.m.

Second Shift: (8 hours including a ½ hour meal break)

10:00 a.m.—6:00 p.m.

2:30 p.m.—10:30 p.m.

3:00 p.m.—11:00 p.m.

Third Shift: (8 hours including a ½ hour meal break)

10:30 p.m. – 6:30 a.m.

Second and third shifts include a paid meal break in lieu of a shift differential.

3. A fifteen (15) minute break is allowed for each four (4) hours of work. Employees who work eight (8) hours per day are entitled to two (2) fifteen (15) minute breaks, one of them during the first four (4) hours. Employees who work six and one-half (6½) hours per day are entitled to only one (1) fifteen (15) minute break. Breaks may not be used to extend lunch period unless approved by the employee's immediate supervisor. This time is not transferable and cannot be allowed to accumulate for paid time off.

ARTICLE IX – PROBATIONARY PERIOD

- A. Employees shall, upon being hired by the Board, serve a probationary period of one hundred twenty (120) work days, which shall consist of actual work days by the probationary employee. The employee shall be reviewed by her/his supervisor at or about the mid-point of the probationary period. The review shall include specific suggestions for improvement. At the start of the probationary period, the employee shall be advised of the ramifications of the probationary period. Failure to successfully complete the probationary period may result in

termination. Termination of a probationary employee is not subject to the grievance procedure.

- B. If an employee is promoted or changes positions, he or she shall serve a probationary period of forty-five (45) work days, which shall consist of actual work days by the probationary employee. The employee shall be reviewed by her/his supervisor at or about the mid-point of the probationary period. The review shall include specific suggestions for improvement. At the outset of the probationary period, the employee shall be advised of the ramifications of the probationary period. If he or she is unable to perform in the new position, the administration will make every effort to place the employee in an open position in his or her former group (as in RIF listing pp. 37-41) if qualified. The probationary period for current employees may be extended by mutual agreement not to exceed sixty (60) additional days.

ARTICLE X – ASSIGNMENTS

A. Placement on the Salary Schedule

1. New Hirees

New hirees may be hired up to step three (3) at the discretion of the Business Manager. However, in rare circumstances, an employee may be hired at a higher step than three (3). However, the Business Manager must first consult with the Association President or Vice President to discuss the circumstances surrounding the proposed placement prior to Board approval.

2. Changing Group

Employees moving from one group to another (see RIF listing pp. 37-41) within the same classifications will be placed on the salary schedule at the same step as such employees were placed in their former group, or may be placed on the salary schedule at up to two (2) steps higher than their current step.

3. Changing Classification

Employees who change to a new classification (see RIF listing at pp. 37-41) will begin at the step which is closest to but provides some increase over their current pay rate.

4. Changing Hours

If an employee regularly works a different number of hours from the assigned category, the employee will be reassigned to those hours regularly worked. The change will occur with the agreement of the employee and Business Manager.

B. Classification and Reclassification (see RIF listing at pp. 37-41)

During the term of this Agreement changes in position classification and reclassification shall be subject to negotiations between the Board and the Association; if, after such negotiations, no agreement is reached, any dispute shall be subject to the grievance procedure. Either party may propose a reclassification when there is evidence that the duties are substantially changed from the duties in effect on the effective date of this Agreement.

The Board shall not arbitrarily change major job characteristics of a person's position so as to facilitate a job classification change. Should such a reclassification be necessary, the Board and the Association will meet with the affected group of employees and receive input.

C. Off Duty Call Requirements

Personnel called back to work by a supervisor, alarm company, police department, etc. or due to an emergency during a time of off duty shall be paid a minimum of two (2) hours at time and one-half (1½). Time required beyond two (2) hours will also be paid at the rate of time and one-half (1½). Transportation department employees called back for emergencies will be guaranteed two (2) hours at their regular rate of pay. Employees with knowledge in advance that they are to return to work at a specified time (for example, routine building checks, routine snow plowing) are not considered "called back" for purposes of this section.

D. Inservice Meetings

Inservice meetings called by the support staff supervisors are mandatory. All employees shall be compensated at their regular rate of pay for time beyond regular work hours.

E. Temporary Reassignment

The Board may temporarily reassign an employee within the same classification group (see RIF listing at pp. 37-41) so long as the temporary reassignment is not discriminatory. An employee may be temporarily reassigned to fill an opening created by vacation, sick leave, or leave of absence. Such temporary assignment shall not exceed thirty (30) calendar days nor occur more than once in any year (July 1-June 30) of this Agreement, for any employee. Written notice of any temporary reassignment and the reasons therefor shall be provided the affected employee.

F. Voluntary Reassignment

Two (2) or more employees in the same position may request, by mutual consent, a transfer from their assignment to that of the other. Such a request must meet the approval of the building principal, the support staff supervisor and the Business Manager.

ARTICLE XI -- JOB BIDDING PROCEDURES

A. Vacancy Defined

A vacancy is defined as a position which is newly created or which is unfilled due to the death, retirement, resignation, termination, transfer, promotion or demotion of the incumbent and which the Board intends to fill.

B. Vacancy Filling

All vacancies will be filled in accordance with the following procedures:

1. All vacancies shall be posted internally for at least five (5) workdays. (Postings shall expire thirty (30) days from the closing date.) The administration shall enclose a list of all job vacancies with the paychecks for the months of June, July and August for all bargaining unit employees. Vacancies will be posted within thirty (30) workdays.
2. In the event the Board decides to not fill a position or to abolish an existing unfilled position, the Board will notify the Association within thirty (30) workdays from the date the vacancy is created.

3. Applicants for any vacancy will be considered on the basis of the following criteria:
 - a. Qualifications, skill, experience and ability to perform the work;
 - b. Seniority.

When qualifications, skill, experience and ability to perform the work are relatively equal, the senior employee will receive the position.

4. Seniority shall be defined as the uninterrupted length of service from the first day of work as a member of the bargaining unit.

C. Temporary Assignments

Vacancies created due to a Board-approved leave of absence of a current employee shall be posted internally for three (3) days. All current employees will be interviewed for said position with preference given to employees within the same building. When an employee returns from a leave of absence, all temporary personnel will revert back to their regular assigned duty. The vacated position(s) created by temporary assignments may be filled with a substitute(s).

D. Substitutes

Substitutes shall only be used to replace absent employees or for temporary staffing needs which are expected to last less than sixty (60) calendar days.

ARTICLE XII -- SAFETY AND HEALTH

- A. Safety equipment as necessary shall be supplied to all employees. Employees required to utilize chemicals, including herbicides, pesticides and germicidal compounds shall receive documentation and training on their proper use and hazards.

B. Mandatory Training

Each employee is required to engage in regular training programs as directed by her/his supervisor. The District will endeavor to make as many such training programs as possible available in an online format. Employees are required to complete the training, and to submit electronic verification of such completion as the training

program requires, within the timeframe mandated by the supervisor. An employee shall be given a two weeks notice of all required trainings. An employee who was away on vacation or approved sick leave during the training time shall be afforded at least two weeks to make up trainings following her/his return to work.

ARTICLE XIII -- DISCIPLINE AND DISMISSAL

A. Discipline

Bargaining unit members shall not be disciplined without just cause. Members may be disciplined for incompetency, inefficiency, dishonesty, being under the influence of alcohol or drugs while on duty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in connection with their employment. Appropriate discipline may include oral or written reprimand, suspension without pay, disciplinary transfer or reduction, and termination.

B. Due Process

Before a bargaining unit member may be suspended without pay, terminated, or reduced or transferred for disciplinary reasons, the following procedure shall be followed:

1. The member shall have the right to a preliminary hearing to be conducted by the Administrative Supervisor. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The member may be accompanied by an association representative of his/her choice. The member shall have not less than eighteen (18) hours notice of the time and place of the preliminary hearing or any succeeding hearings. Such notice shall state the alleged misconduct. Failure of the member to attend at the time and place indicated in the notice shall be deemed to be a waiver by the member of his/her right to such hearing.
2. At the preliminary hearing, the member or representative shall be given the opportunity to respond by way of explanation or defense.

3. Following the hearing, the Business Manager may conduct an evidentiary hearing to investigate concerning any matters which may have been raised during the preliminary hearing or have otherwise come to his/her attention, after which the Business Manager shall take such action or make such recommendation as he/she deems appropriate. The member shall be notified in writing of any action taken.

C. Appeal

A member who has been recommended by the Business Manager to be terminated, or suspended without pay, or to receive a disciplinary transfer or reduction which results in economic loss to the member may appeal such decision within ten (10) working days at the Superintendent's level, utilizing the grievance procedure. Unless appealed, the decision of the Business Manager shall become final.

D. Notices

Any notices, copies of orders or recommendations required by this Article shall be served upon a member in person. However, if the member is on any type of leave or is absent without leave, then such service shall be mailed to the member's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

E. Suspension Pending Discipline Proceedings

If in the judgment of the Business Manager the nature of the charges against a member are such that the member should be removed following an evidentiary hearing as provided in Section 2, the member may be suspended without pay pending final resolution of the disciplinary proceedings. If, upon final resolution of the disciplinary charges, the member is restored to employment, he/she shall be paid his/her regular pay for the period of the suspension.

ARTICLE XIV -- RESIGNATION

Any employee may resign his/her employment by submitting a written resignation to the Business Manager. Two weeks' advance notice is desirable.

ARTICLE XV -- WAGES

A. Wages

Effective January 1, 2013, wage rates for current employees shall be increased one percent (1.00%) across the board.

Effective January 1, 2014, wage rates for current employees shall be increased one percent (1.00%) across the board.

Effective January 1, 2015, wage rates for current employees shall be increased one percent (1.00%) across the board.

B. Notice

Notice of annual salary for the succeeding school year shall be given each support staff employee no later than the first payday in September.

C. Increments

Employees must be in pay status (i.e., on the job, sick leave, vacation, personal leave) one hundred twenty (120) days within their work year to be eligible for an increment. Increments shall be given on July 1 of each year.

ARTICLE XVI -- EVALUATIONS

A. Employee evaluations will be completed annually, beginning January through May 31 for the preceding year. Employees shall be present for the evaluation and may have the opportunity to actively participate and attach written comments. The employee will submit these comments within five (5) days of the evaluation conference. Signature by the employee does not indicate agreement, only that the employee was provided with a copy of the evaluation.

B. The remaining copies of the evaluation and comment sheet if submitted will be forwarded to the Business Manager for review and acknowledgment of the employee's comments. After the Business Manager's review a second copy will be returned to the employee. Within five (5) days of the return of the second copy to the employee he or she may request a meeting with the Business Manager.

C. Communication regarding job performance shall take place continuously during the work year. The first time an employee is

made aware of a deficiency should not be at the time of the evaluation.

D. Evaluations shall be conducted by the administrator in charge with input from the immediate supervisor as listed:

1. Building Principal or designee will evaluate:

- Administrative Assistant to the High School Principal
- Building Secretaries
- Cafeteria Manager
- Paraprofessionals
- Clinic Aide
- Duplicating Specialist - Graphic Production
- Head Custodian
- Librarians
- Library Clerks
- Security Staff
- Technicians

2. Treasurer will evaluate his/her office staff as follows:

- Accounts Payable Specialist
- Accounts Receivable Specialist
- Payroll Specialist

3. Supervisor of Transportation will evaluate:

- Courier
- Mechanics
- School Bus Operators
- School Bus Operators/Custodians
- Secretary to Supervisor of Transportation
- Transportation Attendants

4. Nutrition Services Supervisor will evaluate:

- Food Service Employees
- Secretary to Supervisor of Nutrition Service

5. Supervisor of Buildings and Grounds will evaluate:
 - Custodial Staff
 - Maintenance Staff
 - Secretary to Supervisor of Buildings and Grounds
6. Central Office Administrators will evaluate:
 - Auxiliary Services Clerk
 - Coordinator of Adult Volunteers
 - Home School Visitor
 - Printer
 - Receptionist
 - Secretary Pupil Services/Data Processing
 - Secretary to Director of Curriculum and Instruction
 - Secretary to Director of Pupil Services

ARTICLE XVII -- PERSONNEL FILES

- A. The employee shall acknowledge all materials placed in the official personnel files which shall be maintained in the office of the Business Manager. This file shall contain all employee information (such as application for employment, employment records, certificates or licenses, evaluation forms, etc.). Any information that is anonymous in nature shall be excluded from the file as well as items which, by law, are to be filed elsewhere (such as medical records and BCI reports).
- B. All financial records of the employee, including sick leave forms and personal leave forms, shall be maintained in the office of the treasurer.
- C. Support staff supervisors may maintain a file of pertinent job-related information in their office for employees under their direction. These supervisory files shall follow the employee should an employee accept an assignment under direction of a different supervisor.
- D. To the extent provided by law, all files containing employee information shall be confidential and will be secured to protect that confidentiality.
- E. Support staff employees may review any of the aforementioned files in the presence of an administrator by arranging a suitable time. The employee shall, at any time, have the right to attach comments on a separate sheet to any item in the personnel file. After her/his review of the file, the employee may discuss with the Business manager or

designee sensitive materials which may negatively impact her/his employment. Likewise, employees may request the removal of any material in their files and the reason therefor in writing to the business manager. If the employee is dissatisfied with the determination of the Business manager, she/he may appeal that determination to the Superintendent, whose ruling shall be final.

- F. Employee personnel files are subject to the Ohio Public Records Law and, therefore, with certain exceptions are open for review by anyone requesting so. Bedford Board of Education policy KBAA and forms KBAA-F contain guidelines for the request and release of any information considered public record.

ARTICLE XVIII -- POSITION DESCRIPTIONS

- A. Position descriptions will be reviewed periodically. Two representatives named by the OAPSE president and two representatives named by the Business Manager, will meet prior to the time a review begins to name the appropriate participants in the review of position descriptions.
- B. Proposed position descriptions for new positions shall be reviewed using the same method.
- C. Position descriptions shall be given to each employee in each affected position. Assignments outside of the position description are subject to the grievance procedure.

ARTICLE XIX -- BENEFITS

A. Vacations

- 1. It is necessary to have most of the employees on duty while schools are in session. Therefore, this limits annual vacation time to other than when schools are in session for most employees. All employees will arrange vacation time with their immediate supervisor.
- 2. The vacation schedule is based on the anniversary date of consecutive years of service for 12-month employees as follows:

1 through 5 years of service	=	10 workdays
6 through 14 years of service	=	15 workdays
15 or more years of service	=	20 workdays

3. Employees may request the use of their earned vacation time only. Newly hired employees may request the use of earned vacation time after six (6) months of employment.
4. Employees may accumulate vacation not to exceed what can be earned in the previous two (2) years. After that maximum accumulation is earned, the employee must use a minimum of ten (10) days with the remainder being paid at the request of the employee, with the approval of their immediate supervisor. Absent such approval, the vacation time will be forfeited.
5. Balances will be reported to each employee on July 30th.
6. Employees changing classifications from a less than twelve (12) month position to a twelve (12) month position will be credited with years of service on the vacation schedule for a prorata amount based on their scheduled hours worked over 2,080 hours for each year of service.

B. Holidays

1. The following holidays will be paid when the holiday falls within the period of employment according to the employee's work schedule.

<u>12-month employees</u>	<u>Less than 12-month employees</u>
July 4th - Independence Day	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Day after Thanksgiving
Day after Thanksgiving	Christmas Day
Day before Christmas	New Year's Day
Christmas Day	Martin Luther King Day
Day after Christmas	Presidents' Day
New Year's Day	Memorial Day
Day before or after New Year's*	Good Friday
Martin Luther King Day	
Presidents' Day	
Good Friday	
Memorial Day	

*Depending on which day New Year's Day falls.

2. When a holiday falls on a weekend, the day off in lieu thereof will be determined by the Business Manager and the OAPSE President.
3. All twelve (12) month support staff personnel are required to work on NEOEA Day.
4. Employees required to work on holidays shall be paid at double time rate.
5. Less than twelve (12) month employees who are required to work their regular scheduled job the day before and after July 4th will be paid for that holiday.

C. Health Care Committee

1. A committee composed of four (4) representatives appointed by the Local President, four (4) representatives appointed by the BEA President, and four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The Health Care Committee shall be co-chaired by the Bedford Education Association president, the Local 136 President and the Superintendent or his designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than September 15, 2010 to discuss the operation of the committee.
2. Training for members for the Health Care Committee was concluded in February 2011 and was conducted by representatives of OAPSE, OASBO, OEA and OSBA. The objective of the training was to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
3. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective January 1st of each year beginning January, 2012 at 5% or below compared to the prior year. Each year the Board will be

responsible for the first 5% of increased premium costs, subject to the employee contribution percentage.

4. (a) If the increase in premiums is 5% or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.

(b) If the increase is more than 5% but less than 10%, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the 5% level effective January 1st.

(c) If the increase is more than 10%, the committee will only be charged to convene to reduce the total premium increase by 5% effective January 1st.

(d) If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above, i.e., the Board assumes the first 5% and any increase above 10%, will be distributed among plan participants from the Bedford administration, BEA and OAPSE in the form of additional premium contributions starting January 1st of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than five percent (5%) above the original five percent (5%) the Board will assume, subject to the employee contribution percentage.
5. The administration, Local 136, and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
6. The committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall

become effective as soon as is practicable, on and after the effective date of the bargaining agreement.

7. Following completion of the training program set forth above, the Health Care Committee shall jointly select the health insurance consultant through a request for qualifications process (RFQ).
8. On or before December 15 of each year, the committee shall consider changes in program design, premium sharing and other steps that will act to keep the rate of premium increases as low as possible. All decisions shall be made by consensus, following the IBB process, and a report of those changes submitted to the Local 136 President, the BEA president and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the committee will become effective January 1 for the BEA and the administration.

D. Hospital/Surgical

The premium for employees will be as follows:

<u>Scheduled annual hours</u>	<u>Employee cost per month</u>
1700 or more	

Effective January 1, 2013 ten percent (10%) of the monthly premium contribution.

Effective January 1, 2014 eleven percent (11%) of the monthly premium.

Effective January 1, 2015 twelve percent (12%) of the monthly premium.

For employees initially employed by the Board before January 1, 2006, the following shall apply effective January 1, 2013 through December 31, 2015:

1500-1699	10% for 2013, 11% for 2014 and 12% for 2015 of cost
1300-1499	22% of cost
1100-1299	35% of cost

900-1099	47% of cost
720- 899	62% of cost

All those employed as of February 28, 2002 at less than 720 hours per year may continue to be enrolled in the coverage(s) they currently elect (excluding medical).

All those initially employed starting on and after January 1, 2006 shall be eligible for the following insurances at the contributions set forth below effective January 1, 2013 through December 31, 2015:

768-960 hours single coverage only, Employee pays 50%

961-1299 hours single coverage only, Employee pays 25%

1300-1499 hours, single coverage, Board pays 100% after monthly contribution (see, "For employees initially employed by the Board before January 1, 2006", from above for monthly contribution percentage: 22%). Family Coverage Board pays 50%.

1500-1699 hours single coverage, Board pays 100% after monthly contribution (see, "For employees initially employed by the Board before January 1, 2006", from above for monthly contribution percentage: 10% for 2013, 11% for 2014 and 12% for 2015 of cost). Family coverage Board pays 90% for 2013, 89% for 2014 and 88% for 2015.

- f. It is the employee's responsibility to contact the Treasurer's office for enrollment in any negotiated health benefit.

2. Life Insurance

Fifty Thousand Dollar (\$50,000) term life insurance policy for all support staff employees.

3. Dental

The plan shall be as adopted by the Health Care Committee with the Employee contributing 10% of the premium in 2013, 11% in 2014 and 12% in 2015. A current benefit summary shall be included as an addendum to this contract.

4. Prescription

The Plan shall be as adopted by the Health Care Committee with the Employee contributing 10% of the premium in 2013, 11% in 2014 and 12% in 2015. A current benefit summary shall be included as an addendum to this section.

5. All those employed prior to January 1, 2006 have one (1) added opportunity over the life of their employment with the Board to switch to the contribution schedule which applies to those first employed on or after January 1, 2006. Such switch shall become effective the first day of the month following such election.

D. Spousal Insurance

(This Section only applies to employees first hired in the Bedford City Schools beginning January 1, 2008 and is effective the first day of the month following contract ratification)

1. If an employee's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s) ("spouse available insurance"). The spouse may enroll in single employer sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Any spouse who fails to enroll in any "spouse available insurance" as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.
4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (Appendix D) verifying

whether his/her spouse is eligible to participate in “spouse available insurance” sponsored by the spouse’s employer.

5. If an employee submits false information or fails to timely advise the Board of a change in his/her spouse’s eligibility for “spouse available insurance” within thirty (30) days of the qualifying event, and such false information or such failure by the employee results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys’ fees and costs, incurred by the Board.
 - a. Any amount to be reimbursed by the employee may be deducted from the benefits, including salary, to which the employee would otherwise be entitled.
 - b. In addition, the employee’s spouse will be terminated immediately from the Board’s group health insurance and/or prescription drug insurance coverage.
6. If an employee submits false information about his/her “spouse available insurance” coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

E. Longevity Pay

1. The Board recognizes the value of longevity of employees with the district. A longevity increase of three and one-quarter percent (3.25%) of base salary will be provided or Three Hundred Dollars (\$300), whichever is greater, after an employee has completed fifteen (15) consecutive years of service.
2. An additional three and one-half (3.50%) percent will be provided or Three Hundred Dollars (\$300), whichever is greater, at the completion of twenty (20) consecutive years of service with the Bedford Board of Education.
3. The amount being paid to employees who are currently receiving a longevity payment more than the above will not be decreased.

4. Longevity payments will be made in a separate paycheck following the anniversary date when supplemental checks are issued.

G. Section 125 Plan.

Effective as soon after January 1, 2006 as possible, the Board shall adopt an enhanced Section 125 Plan including provisions for premium pass through, flexible spending and dependent care features; the administrative fee associated with the flexible spending and dependent care provisions shall be paid by those employees who elect to participate.

- H. On or before December 15 of each year, the committee shall consider changes in program design, premium sharing and other steps that will act to keep the rate of premium increases as low as possible. All decisions shall be made by consensus, following the IBB process, and a report of those changes submitted to the Local 136 President, the BEA president and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the committee will become effective January 1 for the BEA and the administration.
- I. The plan selected by the Health Care Committee, including hospital/surgical, dental and prescription drug shall become effective as soon as is practicable. The plan may be changed from time to time as the Health Care Committee determines. A summary of benefits shall be included as an addendum to this contract.
- J. The Kaiser plan (or its successor) shall also be available, the cost not to exceed the plan selected by the Health Care Committee. The premium contribution shall be the same as for the plan selected by the Health Care Committee except that the Employee will pay any additional premium beyond the plan selected by the Health Care Committee, in addition to the premium contribution identified in this section. Employees choosing the Kaiser plan must also enroll in the Kaiser Prescription Drug plan. A summary of benefits shall be included as an addendum to this contract.
- K. In order to help provide funds for support of future school operating and building issues, effective July 1, 2010, a minimum of \$1 per month shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the bargaining unit and a minimum of \$2.00

per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the administration. Bargaining unit members may elect to opt out of this payroll deduction for the following school year during the annual open enrollment period. Members or administrators may elect to donate additional amounts via payroll deduction. In lieu of the payroll deduction, members and administrators may make a lump sum payment to the Building Social Committee. Monies raised by payroll deduction or through lump sum payments shall be directed to the Building Social Committee of the member's and administrator's building. At the time of an operating levy or bond issue campaign, the Building Social Committee shall forward, to the Levy Committee, the funds in the Social Committee's account related to levy support.

ARTICLE XX -- LEAVES

A. Sick Leave

Any employee who is ill may be absent without loss of pay. The purpose of such leave is to protect the employee and the children (from potential illness) when any employee becomes ill. All employees of the Board are entitled to sick leave credit of one and one-fourth (1¼) workdays of sick leave with pay (earned at the employee's then current regularly scheduled hours) for each completed month of service so that for each full year of employment an employee accrues fifteen (15) days of sick leave. Use of sick leave shall be credited at the employee's then current regularly scheduled hours at the conclusion of the month. Sick leave may be granted in increments of one (1) hour.

Unused sick leave shall be accumulated as follows:

275 days maximum.

1. What May Be Charged

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which would be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Where the Business Manager suspects possible abuse of the sick leave

benefit granted herein, employees may be required to provide proof of illness or death in the immediate family.

2. Reporting Absence

- a. Since substitutes must be secured in some cases, and the adjustment of work assignments made in all cases, the immediate supervisor shall be notified by phone as soon as it is apparent that absence from duty will be necessary. This should be no later than one (1) hour before the employee is due on the job. In case of prolonged illness, the immediate supervisor should be kept informed of the probable time the employee will be absent.
- b. A salary deduction shall be made if the immediate supervisor or his/her designee is not called prior to the absence. By September 15th of each year, all employees will be notified in writing (including phone number/pager, etc.) of the authorized designees for purposes of this section.
- c. All sick leave must be reported in writing on the employee's absence report. Sick leave taken prior to or immediately after a holiday may be subject to a doctor's certification. Falsification of the sick leave absence report could result in disciplinary action up to and including termination.

3. Other Employees

Provisional appointees or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to accumulate sick leave for only that time actually worked at the same rate as that granted regular employees.

4. Bereavement Leave

Employees suffering the loss of a member of their immediate family or member of the immediate household may request up to three (3) days bereavement leave per occurrence to attend to the funeral of their family member. A member of the immediate household is someone other than the immediate family who resides in the same residence as the employee. Bereavement leave shall not count against the employee in calculating any type of attendance incentive. Employee may continue bereavement

with the use of sick time. For bereavement purposes only, the definition of immediate family shall also include a member of the employee's immediate household.

5. Immediate family shall include:

Husband	Wife	Children	Father
Mother	Brother	Sister	
Grandparents	Father-in-law	Mother-in-law	Brother-in-law
Sister-in-law	Grandchildren	Son-in-law	Daughter-in-law
Niece	Nephew		

6. Advancement of Sick Leave

- a. Each newly hired regular support staff employee and each regular support staff employee of any board of education who has exhausted his/her accumulated sick leave shall be entitled to an advancement of not less than five (5) days of sick leave each year up to the number which can be accumulated in the remaining months of the current July 1 - June 30 year at the discretion of the Board to be charged against the sick leave he/she subsequently accumulates.
- b. Upon exhaustion of sick leave an employee shall request, in writing, advancement of five (5) days as covered in this section. Such request shall be made to the Business Manager within the month following exhaustion of accumulated sick leave.

B. Personal Leave

1. A maximum of three (3) personal leave days per July 1 - June 30 year will be granted to each employee for situations of a personal or emergency nature over which the employee has no control. These days are not accumulative from year to year (July 1 - June 30) nor may they be deducted from sick leave.
2. Valid reasons for personal emergency leave shall include but not be limited to:
 - a. Legal appearance other than jury duty;

- b. Weddings of members in the immediate family;
 - c. Observance of a religious obligation which is not listed as a holiday in this contract;
 - d. Attendance at the employee's high school/college graduation, or those of his/her spouse, children, grandchildren, parent;
 - e. Personal or family business (Personal or family business is defined as necessary or personal family matters which cannot be conducted outside the regular school day.);
 - f. Business activities of major significance which cannot be handled before or after school or on a weekend;
 - g. Death in the family, or critical illness, or serious accident of a friend or relative outside the immediate family, with prior approval of the Business Manager; and
 - h. Emergency. (Emergency is defined as an urgent matter which requires absence from work which cannot be planned for in advance.)
3. Application for personal leave shall, if possible, be made through the employee's immediate supervisor to the Business Manager one week prior to the date of the desired leave. In all cases, such application shall be made as soon as possible.
 4. The support staff supervisor or Business Manager may request from the employee a reason for the use of personal leave which must be specific enough to determine validity.
 5. Evidence indicating to the Board that personal leave has been abused may be considered as just cause for disciplinary action, up to and including termination.
 6. During the first year of employment a twelve (12) month employee will qualify for one (1) day of personal leave at the end of each four (4) month period.
 7. During the first year of employment a less than twelve (12) month employee will qualify for one (1) day of personal leave at the end of each three (3) month period.

8. The following are some examples which do not constitute valid reasons for personal leave:
 - a. Gainful employment elsewhere;
 - b. Making application for employment elsewhere;
 - c. Recreational purposes;
 - d. Making purchases of automobiles, appliances, etc.;
 - e. Accompanying husband or wife on business trip;
 - f. Attending a fraternal function;
 - g. Attending to home improvements, other than emergency repairs; and
 - h. Immediately after or before a holiday or vacation period to extend the same unless previously approved by the Business Manager.

C. Attendance Incentive

1. Beginning with the fiscal year starting July 1, 1993, employees whose absence does not include or exceed the exclusions listed below:
 - 1) Bereavement days;
 - 2) Religious holiday not included in contract;
 - 3) Jury duty, or legal commitment as defined in this contract;
 - 4) Any unrestricted day earned in fiscal 1993 or incentive day earned in subsequent years; and
 - 5) A combination of three (3) personal/sick leave days or less.

shall have the choice of the following attendance incentive options:

- 1) Two days' pay at their per diem rate; or
- 2) One days' pay at their per diem rate, plus one incentive day off between July 1 and June 30 of each year.

2. The incentive day off may be accumulated up to three (3) days to be used within the three (3) year period. To be eligible for this incentive, employees must be in pay status for one hundred twenty (120) days.
3. Employees who have not used any sick leave or personal leave during a fiscal year shall have the following options:
 - a. Four (4) days pay at their per diem rate; or
 - b. Three (3) days pay at their per diem rate plus one (1) incentive day off between July 1 and June 30 of the next fiscal year.

D. Absence Not Chargeable to Leave

Salary for time absent from work for causes other than those listed and for time over the accumulative sick leave absence balance shall be deducted from the regular paychecks of support staff employees. Employees who are absent and take a pay deduction shall be marked absent for purposes of the attendance policy.

E. Leave of Absence for Military Service

1. A support staff employee shall be granted a leave of absence for military service and shall be entitled to reemployment at the termination of such service.
2. Employees called to active duty during an act of war so declared by the Congress of the United States shall have their benefits continued until such time as they are picked up by the military.

F. Medical Leave of Absence

1. If an employee is unable to report to work due to personal illness and the employee has exhausted the sick leave benefits granted by this Agreement, such employee shall be placed on an unpaid leave of absence for the duration of the illness, not to exceed six (6) months, provided the employee presents a doctor's certification verifying the illness. If, at the expiration of the six (6) month leave of absence the employee is still unable to report to work, the employee may request an additional six (6) months of unpaid leave upon presentation of a doctor's certification verifying the continuation of the illness.

2. If, at the expiration of the second consecutive six (6) months leave of absence the employee is still unable to report to work, the medical leave may be extended for an additional twelve (12) month period, upon presentation of a doctor's certificate verifying the continuation of the illness.
3. If, at the expiration of the additional twelve (12) months of leave the employee is unable to report for work, the employee shall apply for disability retirement with the School Employees Retirement System (SERS). If the employee does not apply for disability retirement, is ineligible for such retirement or is denied such retirement, failure to return at the end of the twelve (12) month leave of absence shall be deemed a resignation from employment.

G. Leave of Absence Other Than Medical

Employees may be granted an unpaid leave of absence for reasons other than medical for good cause for a period of not more than fifty-five (55) calendar days. To be eligible for a personal leave of absence, an employee must have completed a minimum of five (5) years of uninterrupted service to the District.

H. Parental Leave

The purpose of parental leave is to allow a new parent a period of time to be home with his/her child. Parental leave will be granted under the following conditions:

1. Support staff members with less than two (2) years of service with the Bedford Schools are not eligible.
2. If a support staff member is expecting the birth or the adoption of a child, he/she shall notify his/her immediate administrative superior within a reasonable time. He/she shall indicate the probable effective date of his/her requested leave of absence.
3. During the school year and through July 10, a written application for parental leave shall be made at least one (1) month prior to the requested effective date. A physician's statement confirming the pregnancy or a letter confirming the impending adoption shall accompany the request. Requests received after July 10 may not be approved for the requested date unless or until a replacement employee is employed.

4. The support staff member will be allowed to work as far into her pregnancy as she is able to perform her assignments satisfactorily.
5. If at a late time during the term of pregnancy the Business Manager is of the opinion that said support staff member is unable to satisfactorily perform her duties by reason of said pregnancy, the Business Manager can request such support staff member to furnish him/her a written statement from her physician that she is physically and mentally able to continue her service.
6. Parental leave may be for the remainder of the school year, and one (1) additional school year, if requested, or for one (1) full school year and an additional school year if requested. No leave shall extend beyond two (2) full school years.
7. Support staff members may return to service from a parental leave at the beginning of the following school year unless a vacancy occurs at an earlier date in which that person is qualified.
8. A support staff member returning from parental leave shall retain his/her status on the salary schedule. Said support staff member will, however, be subject to the "Reduction in Force" procedure.

I. Assault Leave

1. An employee who is absent due to physical disability resulting from an assault, which occurs in the course of Board employment, while on duty and fulfilling the duties of his/her job assignment, may be determined to be eligible to receive assault leave.
2. The Business Manager shall ascertain whether the injuries resulted from an assault in the course of Board employment. If approved by the Business Manager, assault leave shall be granted upon the employee delivering to the Business Manager a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such leave may not exceed sixty (60) working days from the time it was granted. Such leave may be extended up to an additional sixty (60) working days with the approval of the Business Manager, which shall require, at a minimum, admission by the employee of further documentation

from the attending physician(s) supporting the request for additional time.

3. The employee shall file a full written report concerning any assault. If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The Business Manager may require that the process of establishing an employee's eligibility for assault leave or return to duty may also include an examination by a Board-appointed physician.
4. Payment for assault leave shall equal the employee's per diem rate of pay less worker's compensation and shall not be approved for payment unless and until the form and/or certificate, as provided above, are submitted. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.
5. Return to duty, expiration or termination of the employment contract, resignation of the employee, or declaration of eligibility for disability retirement shall automatically terminate assault leave payments.
6. The Board shall provide liability insurance for all employees acting within the scope of their duties.

J. Federal Family and Medical Leave Act

Classified employees have the rights and responsibilities under the Federal Family and Medical Leave Act. OAPSE and the Board will share the responsibility of making all employees aware of the provisions under this Act. The Board will develop appropriate forms to assist employees in exercising these rights and responsibilities.

ARTICLE XXI -- SEVERANCE PAYMENT

- A. The Board shall grant a severance payment to employees based on unused accumulated sick leave days subject to the following conditions:
1. Retirement after ten (10) or more years of continuous service with the Bedford City School District. Retirement shall be defined to mean disability or service retirement under the School Employees Retirement System of Ohio. A year is defined as a minimum of one hundred twenty (120) workdays.
 2. Resignation from the district after twenty (20) or more years of consecutive service.
 3. Death of the employee after twenty (20) or more years of consecutive service. In the case of death, payment shall be made to the named beneficiary.
- B. The employee shall file a copy of the retirement application with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.
- C. Severance payment will be determined by multiplying the retiree's daily rate of pay, at retirement, by the unused allowable accumulated sick leave days as follows:
1. The per diem rate is determined by multiplying the regular hourly rate, exclusive of extra duty compensation, by the number of hours per day the employee regularly works.
 2. Payment shall be determined by multiplying the retiree's daily rate of pay at the time of retirement by the total number of accumulated unused sick leave days according to the following formula:

the total number accumulated unused sick leave days divided by four (4), times the daily rate of pay at the time of retirement. However, employees who have ninety percent or more of the maximum number of sick days to their credit at the time of retirement shall have their severance calculated as follows: total number of accumulated but unused sick days multiplied by .30, times the daily rate of pay at the time of retirement.

- D. Severance payment shall be paid to the eligible employee according to the following options:
 - 1. A single payment in the month of January following the effective date of the retirement in the prior calendar year of the employee.
 - 2. Payment into an annuity account of the employee's choosing subject to conditions established by the IRS.
- E. An employee must indicate, in writing, at the time of retirement which option of payment he/she wishes to elect.
- F. Severance payment shall be subject to federal withholding tax, state income tax, local income tax, and any other deductions mandated by law. The severance payment shall not be subject to any payroll deductions that may have been authorized by the employee.
- G. Severance payment may be withheld by the Board until all debts and obligations of the retiring employee due the Board are discharged.
- H. Upon payment of the severance pay to the employee, all accumulated sick leave shall be canceled.

ARTICLE XXII -- WORKERS' COMPENSATION COVERAGE

- A. Any employee who becomes disabled during the course of and arising out of his/her employment shall continue receiving his/her regular insurance benefits for a period not to exceed six (6) months from the date of injury/illness.
 - 1. Disabled is defined as the employee being eligible under the Bureau of Workers' Compensation rules to received temporary/total disability.
 - 2. Regular insurance benefits are those benefits in effect for the employee and/or family on the date the employee becomes temporarily/totally disabled. The employee shall be required to pay the deductions that they were paying on the date of temporary total disability.
 - 3. An employee may elect to utilize sick pay benefits or apply for Workers' Compensation -- lost time benefits and the selection of either shall not affect the above provisions.

4. Employees who are not eligible for coverage under Workers' Compensation based on a denial or rejection of their claim and have received compensation in the form of continuation of their regular insurance benefits in accordance with Section 2 of this Article may be liable to compensate the Board for insurance coverages they received prior to the rejection of their claim by the Bureau of Workers' Compensation.

ARTICLE XXIII -- MISCELLANEOUS

A. Communication Committee

A Labor –Management Committee will be established for the purpose of communicating concerns.

B. Jury Duty

1. The Business Manager shall be notified immediately when any employee receives a summons for jury duty.
2. Employees on jury duty shall be paid the full rate of pay.

C. Legal Commitments

A support staff member who is not a party to a court case who is subpoenaed to appear in court as a witness, during normal working hours, shall be paid his/her regular wages provided such appearance is not in connection with an action against the Board, subject to prior approval of the superintendent/designee.

D. Released Time -- State Convention

1. The local OAPSE president may attend the annual state convention along with one additional member if the Association membership is below 70%; or two additional members if the membership is 70% or over.
2. Attendance shall not exceed three (3) workdays with all expenses borne by the Association except wages and substitute wages, if needed. To properly secure substitutes and plan for any absences, names of those members who will be attending the convention shall be submitted to the business manager as soon as possible.

E. Released Time -- In-District

1. It is recognized that the first responsibility of the president of the Association is to his/her job assignment. It is further acknowledged that a reasonable amount of release time shall be granted to the Association's president (and/or acting president) to conduct association business other than the grievance hearings and disciplinary hearings. It is recognized that a reasonable amount of time is contingent on the urgency of the matter, any pressing job assignments, and the extent of any prior released time, among others. It is the intent of both parties that reasonableness can be determined and any disputes will be settled by mutual agreement.
2. The Association vice president may accompany the president on Association business to familiarize the vice president with the duties of the presidency with the approval of the business manager.

ARTICLE XXIV -- REDUCTION-IN-FORCE

The following procedures shall govern the reduction of staff made necessary through decreases in student enrollment, changes in instruction, shortage of funds, or other reasons identified by the Board and the Administration of the Bedford City School District. Such procedures shall be in compliance with state and federal laws relating to employment decisions and equal employment opportunities.

- A. If there is to be a reduction in force, the OAPSE President and each affected employee shall be notified in writing at least thirty (30) calendar days prior to the layoff with:
 1. The reason for the reduction;
 2. The effective date of the reduction;
 3. Advice as to replacement positions available; and
 4. Notification of any COBRA rights.
- B. The number of people affected by a reduction shall be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position.
- C. For purposes of RIF, seniority shall be defined as the uninterrupted length of service from the first day of work as a member of the bargaining unit. In the event of a tie, the following tie-breakers will be used: a.) substitute work for the Bedford School District, b.) flip of a

coin. For employees holding two (2) positions simultaneously, seniority shall be calculated separately for each assignment.

- D. If the person being reduced is the least senior employee in that group, he/she may bump the least senior employee in the next lowest group within the same classification closest in assigned hours to those held at the time of layoff. Bumping proceeds downward, not upward, among groups. Bumping shall occur only within the appropriate classification. (See section K.)
- E. If an affected employee is the last on the seniority list in a group when bumped, and this employee cannot qualify within another lower group, then layoff will occur. If an affected employee in an eliminated position, or one who has been bumped, does not choose to bump the least senior employee in his/her group or in a lower group, layoff will occur. The employee who is bumped has the right to bump the least senior employee under the same procedure. (See section K.)
- F. After exhausting bumping rights within their classification, employees will be permitted to bump into a classification previously worked, if qualified. The employee bumping into the previously held position shall have reasonable time to comply with any changes in federal law, state law and/or Board policies/job descriptions. Bumping into a lower paying classification shall automatically place the employee on the same salary step of the new classification. (See section K.)
- G. Bumping into a lower paying group shall automatically place the employee on his/her present step of the new group. (See section K.)
- H. When a reduction in force takes effect for a 12-month (260 day) employee, insurance coverage will be continued for that month and the following month. When a reduction in force takes effect for a less than 12-month (260 day) employee, insurance benefits will be continued until accrued benefits are exhausted.
- I. Callback of Reassigned Employees
 - 1. Employees who are reassigned due to a reduction in force or curtailment of work shall return to their former positions as work develops for a period of two (2) years. During that time period no vacancy in such category shall be deemed to exist until all former employees have been afforded an opportunity to return to their respective former positions.

2. In filling subsequent vacancies, employees shall be recalled in order of seniority within the group for a period of two (2) years after layoff, provided such employees keep the Board office informed as to current mailing address and telephone number.
- J. Certain positions shall not be subject to bumping procedures. Positions exempt from bumping are as follows:
- Laundry Assistant and Cafeteria Assistant
- K. Listing of Classifications and Groups, for the purposes of reduction in force, are as follows:

CLASSIFICATION: OFFICE PERSONNEL

Group I

Secretary to Director of Curriculum and Instruction
 Secretary to Director of Pupil Services
 Secretary to High School Principal

Group II

Secretary to Intermediate School Principal
 Secretary to Middle School Principal
 Secretary to Nutrition Services
 Secretary to Primary School Principal
 Secretary to Supervisor of Buildings and Grounds
 Secretary to Supervisor of Transportation

Group III

Floater
 Secretary Pupil Services/Data Processing
 Secretary to Athletic Director
 Secretary to College and Career Center - High school
 Secretary to Coordinator of Instructional Media & Technology
 Secretary to Guidance Department - Heskett
 Secretary to Guidance Department - High school
 Secretary to High School Assistant Principal - Data Processing
 Secretary to High School Assistant Principal(s)
 Secretary to High School Main Office
 Secretary to Middle School Assistant Principal

Group IV

Office Aide

Receptionist

Group V

Auxiliary Services Clerk

CLASSIFICATION: ACCOUNTING PERSONNEL

Group I

Accounts Payable Specialist

Accounts Receivable Specialist

Payroll Specialist

CLASSIFICATION: BUILDING ASSISTANTS

Group I Paraprofessionals

Group II

In-school Restriction Monitor

Group III

Clinic Aides

Special Education Attendant

Teacher Aides

CLASSIFICATION: LIBRARY STAFF

Group I

Staff Librarians

Group II

Library Clerk

CLASSIFICATION: SOCIAL WORKER

Group I

Social Worker

CLASSIFICATION: COMMUNITY SERVICES

Group I

Coordinator of Adult Volunteers

CLASSIFICATION: MULTICULTURAL COORDINATOR

Group I

Multicultural Coordinator

CLASSIFICATION: CUSTODIAL

Group I

Head High School Custodian - First Shift

Group II

Head Middle School Custodian

Group III

Activity Custodian High School - 1st or 2nd shift

Assistant Head Custodian High School - 2nd shift

Assistant Head Middle School Custodian - 2nd shift

Head Elementary Custodian - 1st shift

Pool Custodian High School - 3rd shift

Group IV

Elementary Custodian - 2nd shift

High School Maintenance Custodian - 1st shift

Group V

Custodian/Laundrerer

Custodian/School Bus Operator

Group VI

Custodial Assistants

CLASSIFICATION: SECURITY

Group I

Security/custodian

Group II

Security

CLASSIFICATION: MAINTENANCE STAFF

Group I Skilled Tradesmen

Carpenter

Chief Mechanic

District Equipment Operator

Electrician

Heating/Air Conditioning

Painter/Masonry

Plumber

Group II Semi-Skilled Tradesman
General Tradesman
Mechanics
Stadium Custodian - Groundskeeper

Group III Maintenance Assistant
Laborer

CLASSIFICATION: MONITORS

Group I
Monitor

CLASSIFICATION: COMPUTER TECHNICIANS

Group I
District Repair

CLASSIFICATION: AV TECHNICIANS

Group I
AV Technicians

CLASSIFICATION: DUPLICATING SPECIALIST

Group I
Duplicating Specialist – Graphic Production
Duplicating Specialist-Printer

CLASSIFICATION: TRANSPORTATION DEPARTMENT

Group I
School Bus Operator

Group II
Transportation Attendant

CLASSIFICATION: WAREHOUSE

Group I
School Bus Operator/Courier

CLASSIFICATION: NUTRITION SERVICES

Group I
Cafeteria Manager --Middle and High Schools

Group II
Cafeteria Manager—Elementary Schools

Group III
Cook

ARTICLE XXV -- EMERGENCY AND CALAMITY DAYS

- A. The Superintendent has the authority by statute to determine that an emergency or calamity exists and to declare schools or an individual school closed for a day or a part thereof. When such an emergency or calamity exists before schools open for the day, head building custodians, the chief mechanic, and maintenance department personnel will report for work. All other support staff personnel will not report unless called in by their supervisor. Personnel who work on an emergency or calamity day shall receive their regular rate of pay for the day, plus their regular rate of pay for all hours actually worked on the emergency or calamity day.
- B. When personnel have reported for work and the Superintendent declares that an emergency or calamity exists and closes a building or buildings by sending students home for the day, employees whose duties are predicated on the presence of students will also be excused and be compensated for their regularly scheduled hours. Other employees shall remain until relieved by their second shift counterpart or until such time as their building duties are carried out. Second shift employees should report as soon as possible unless otherwise instructed and may leave as soon as their duties are complete.

ARTICLE XXVI -- SCHOOL CALENDAR

Arrangements for employees' input into the school calendar will be made before January first each year.

ARTICLE XXVII -- SUMMER WORK

Employees interested in summer work should notify the Business Manager, in writing, as to the length of work, type of work, etc., desired by May 1st of each year.

ARTICLE XXVIII -- GRIEVANCE PROCEDURE

- A. Definitions
1. A grievance is a claim by an employee, employees, or the Association that there has been a violation, misinterpretation or misapplication of this Agreement.

2. All days referred to in this procedure shall be workdays.

B. Party in Interest

A party in interest is the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

C. Time Limits

The number of actual working school days considered in each step is a maximum unless extended by written agreement of both parties. Failure to appeal the decision at any step within the applicable time limit will resolve the grievance on the basis of the disposition at that step. Failure to answer the grievance at any step within the applicable time limit shall automatically advance the grievance to the next step. If a grievance is filed which might not be finally resolved within the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced to that grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

D. Guidelines

The Board and/or its representatives shall cooperate in the investigation of any grievance. All grievances shall be filed at the lowest possible level which will afford complete relief. Thus, the grievance shall be filed with the lowest level administrator with authority to grant the relief requested. Failure to file at the lowest level will not cause a grievance to be denied, but may cause the administrator to return the grievance to the Association or employee so it may be filed at the proper step.

The administration (Business Manager or immediate supervisor of grievant(s)) will be allowed to meet with the Local grievance committee to share views on the merits of the grievance. The administrators and members of the grievance committee may participate in a question/answer session.

E. Representation

1. The aggrieved person(s) may be represented at any stage of the grievance procedure by the Association President, Grievance Chairperson, or Steward for the classification. The Association or the aggrieved person(s), may be represented by the OAPSE Field Representative beginning with Step III of the grievance procedure. Only authorized Association representatives may represent an aggrieved person during any step of this grievance procedure. The Association shall receive copies of grievance settlements. The Association may withdraw grievance at any step of the grievance procedure, and such withdrawal shall not be prejudicial to the positions taken by the parties. Nothing contained herein shall prevent any employee from presenting a grievance and having it adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Association has the opportunity to be present at the adjustment.
2. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In the event a hearing is scheduled by the appropriate administrator at Steps II through IV during work hours, employees required to be in attendance shall not lose pay.

F. Procedure

It is the intent of the Board and the Association that any issue which an employee could bring before the appropriate Civil Service Commission shall be processed through the grievance procedure. The parties agree that arbitration will be the exclusive means of resolving employment issues which could have been appealed to the appropriate Civil Service Commission.

Step I - Informal Grievance Procedure

An informal step initiates the grievance procedure. In Step I employees shall try to resolve the alleged grievance through an informal discussion with their immediate superior. A grievance must be filed in writing within fifteen (15) working days of its occurrence or it no longer exists. The grievant shall make every effort to inform his/her immediate administrative superior of the possible grievance within (10) working days of its occurrence.

Step II

If the grievance is not resolved by Step I, then not later than five (5) days after such informal meetings, the grievant must present his/her formal grievance by submitting a completed Grievance Report Form Step II, to his/her immediate administrative superior. Copies of this form, showing the date of the occurrence, a statement of the nature of the grievance and policies and/or rules allegedly violated, and the relief sought, may be submitted by the employee to the Grievance Committee of the local Association. Within five (5) days of receipt of the Grievance Report Form, the administrative superior and his/her representatives, if requested, shall meet with the employee and his/her representatives (not more than two (2)), if requested, in an effort to resolve the grievance. When representatives are requested, written notification containing the name and position of the representatives shall be given to the opposite party no later than twenty-four (24) hours prior to the meeting. The immediate administrative superior shall indicate his/her disposition of the grievance within seven (7) days after such meeting by completing Step II Grievance Report Form and returning it to the grievant.

Step III

If the employee is not satisfied with the disposition of the grievance in Step II, or if no disposition has been made within the above time limits, the grievant shall complete Grievance Report Form, Step III, and submit the grievance to the Business Manager. If the Grievance Report Form is not forwarded by the grievant to the Business Manager within five (5) after the disposition in Step II, the grievance shall be considered waived. Within five (5) days of receipt of Form, Step III, the Business Manager shall meet with the grievant and his/her representatives (not more than two (2)), if requested. Within seven (7) days of this meeting, the Business Manager shall indicate in writing

his/her disposition of the grievance by completing his/her portion of the Step III Form and forwarding it to the grievant.

Step IV

If the grievant is not satisfied with the disposition made by the Business Manager or if no disposition has been made within the above stated time limits, then the grievant shall complete Grievance Report Form, Step IV, within five (5) days, and submit the grievance to the Superintendent. If the grievance report is not forwarded by the grievant to the Superintendent within five (5) days after disposition in Step III, the grievance shall be considered waived. Within five (5) days of receipt of Form, Step IV, the Superintendent and/or his/her designated representatives shall meet with the grievant and his/her representatives (not more than two (2)), if requested. Within seven (7) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of the Step IV form and forwarding it to the grievant.

Step V

1. If the grievance is appealed to the Board, the Association may submit a full written explanation of the merits of the grievance and why the grievance should be granted. If the Local elects to submit the explanation, it shall accompany the notice of appeal to the Board and shall be submitted to the Treasurer. That written explanation shall be shared with the Board before the Board determines whether or not to hear the grievance. The Board may waive its right to hear the grievance at Step V, in which case the grievant may proceed to Step VI. If the grievant is not satisfied with the disposition made by the Superintendent in Step IV, or if no disposition has been made within the above stated time limits, then the grievant shall complete Grievance Report Form, Step V, within seven (7) days and submit the grievance to the Board by filing a copy with the Treasurer. Notification of such appeal shall be given to the Superintendent and the Business Manager. If the grievant fails to forward the Grievance Report Form, Step V, to the Board within seven (7) days after receipt of the disposition from the Superintendent in Step IV, then the grievance shall be considered waived.
2. The Board, at its next regular Board meeting, scheduled after seven (7) days from receipt of the Step V appeal, shall meet with

the aggrieved employee and representatives (not more than three (3)) if requested, and the Superintendent or his/her designee, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step V, within ten (10) days of the meeting. A written notification of such disposition shall be furnished the grievant and his/her representatives, the immediate administrative superior, the Superintendent and the Business Manager.

Step VI

In the event that a grievance is not satisfactorily adjusted at Step V, the Association may submit a request in writing on behalf of the grievant that the grievance be submitted to arbitration. The request for arbitration shall be made within ten (10) working days following the administration's meeting with the Local grievance committee or receipt of the response at Step V or within ten (10) days of notice that the Board intends to waive Step V, whichever is later. The notice to arbitrate shall be sent to the Superintendent or his/her designee. Representatives of the Board and the Association shall attempt to select a mutually acceptable arbitrator, but if the parties cannot agree within five (5) working days of the receipt of the request for arbitration, either party may petition the Federal Mediation and Conciliation Service for a list of arbitrators. The arbitrator shall be selected by the alternate strike method. The grievant shall strike first. A second and final list may be requested by either party.

G. Conduct of Arbitration

Within ten (10) days of receipt of the request for arbitration, either party may petition the Federal Mediation and Conciliation Service for a list of seven arbitrators. Both parties may request a second list. The arbitrator will be selected in accordance with the alternate strike method. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party in arbitration. As part of the award the arbitrator shall designate either the Association or the Bedford Board of Education as the losing party. Each side shall be responsible for the costs it individually incurs. The cost of joint services, such as court stenographer and transcripts or administration fees, shall be equally shared if requested or accepted. Each party shall pay the

costs of its own witnesses and presentations. The arbitrator shall have no power to split the award of fees and expenses regarding his/her own services.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Agreement, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Master Agreement or contrary to law. In prescribing relief, the arbitrator may not usurp the legal authority vested by statute in the Board or the Superintendent. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to grant the relief sought if requested to do so by either party.

H. Reprisals

No reprisals of any kind shall be taken by the Board or any member of Administration against the aggrieved person, any school representative, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation. If, in the opinion of a grievant, reprisals have occurred, the grievant may initiate a new grievance.

ARTICLE XXIX -- PAY PERIOD

- A. Pay dates will be established so that checks are issued one time every two (2) weeks resulting in a twenty-six (26) pay plan or a bi-weekly pay plan. The pay date will be every other week and should the pay date be a holiday, the pay date will be the last workday preceding the holiday. All checks will be issued electronically on a pilot program

basis during the 2013-14 school year. A committee composed of 3 members from the Local and 3 from the Administration will meet to review the program and make a recommendation to be effective for the payroll beginning in September, 2014.

- B. Positions regularly scheduled to work less than eight (8) hours per day will be categorized for benefit purposes based on the number of hours expected to be necessary to perform the job assignment on a daily basis and shall be initially based upon the hours the job is bid or currently assigned. (See Article XXXIX.) If an employee regularly works a different number of hours than the assigned category, upon request of the employee and agreement of the Business Manager, the employee will be re-categorized by the Business Manager.
- C. Effective September 1, 2002, benefit eligibility of school bus operators and school bus attendants will be standardized to the nearest quarter hour of anticipated actual work time. Actual work time for benefit eligibility purposes shall be established by the supervisor by November 1. Through October 31, benefit eligibility shall be determined by the standard from the prior year. However, the operator/attendant may request an adjustment in the work hours for benefit eligibility due to an unanticipated increase in work time. The supervisor may decrease work hours for benefit eligibility based on an unanticipated reduction in work time. Work hours for these purposes shall exclude non-routine runs; daily field trips, evening and weekend trips, after-school activities, athletic daily pickups, trips with less than twelve (12) hours notice, and activity substitution list. School bus operators, except for single runs, will be guaranteed a minimum of four (4) hours per day.
- D. Employees who are awarded vacancies through the bidding and posting procedure will initially be categorized the same as the employee who held the position prior to the creation of the vacancy.
- E. Employees who work less than twelve (12) months per year may receive their pay based on actual hours worked every two (2) weeks rather than an accrued pay based on earnings expected for an entire work year, divided by twenty-six (26) pays. The Union will notify the Treasurer by June 1 of each year which pay system will be used for each classification as in the RIF listing pp. 37-41.
- F. Provisions will be made so that benefit costs are deducted during the payroll periods in which paychecks are received.

- G. The pay system elected will be for an entire classification (see RIF listing at pp. 37-41) and will be in effect for a one-year period starting July 1 after OAPSE notification.

ARTICLE XXX -- OVERTIME PAY

- A. All hours in excess of forty (40) in one (1) week shall be paid at the rate of time and one-half (1½). All hours worked, paid holidays, scheduled vacation time, incentive days and emergency or calamity days shall be counted towards the forty (40) hours. (For hours actually worked on a calamity day, see Article XXV.) Sick leave and personal leave time shall not be counted toward the forty (40) hours. All hours worked on any holiday listed under "ARTICLE IX, Section B. Holidays" shall be paid at the rate of two times (2x) the employee's usual and customary hourly rate.
- B. No overtime shall be pyramided; that is, an employee shall not be paid both daily, weekly or holiday overtime for the same overtime hours worked.
- C. No employee shall be subject to disciplinary measures for refusing to work overtime unless he/she had previously agreed to work such overtime hours, but failed to notify the employer that he/she will not work such overtime. The employer shall attempt to give notice in advance of scheduled overtime. Exception: In cases of emergency, employees may be required to work overtime.
- D. All overtime work within a building will be offered to employees from within that building before being offered to other employees, and consideration should be given to an equal distribution of overtime to all employees who desire same.
- E. Overtime pay will be paid for in the same period of time and on the same paycheck as regular wages. This check will be issued approximately two (2) weeks after the payroll cutoff date.

ARTICLE XXXI -- SERS PICK-UP

- A. The total annual wages and wages per pay period of each employee shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by

said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual wages or wages per pay period less the amount of the pick-up for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for an employee's total annual wages otherwise under this Agreement, as amended, (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual wages less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual wages, including the amount of the pick-up. The Board shall income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pick-up shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining paid wages adjustments to be made due to or for any other similar purpose.

**ARTICLE XXXII -- REIMBURSEMENT FOR REQUIRED
LICENSURE AND EDUCATION**

A. Reimbursement for Required License

- 1. The Board will reimburse an employee selected for a position requiring a boiler operator's license up to a maximum of Five Hundred Dollars (\$500.00) upon presentation of a receipt for tuition and a certificate of successful completion of a boiler operator's course.
- 2. The Board will also reimburse such employees required to maintain a Boiler Operator's License for the annual renewal cost after proof of renewal and payment therefor is provided to the Board.

3. Employees hired for the position of security guard will be reimbursed up to Five Hundred Dollars (\$500.00) for course work required to obtain their private police training certificate.
4. Bus drivers, when renewing their CDL, shall be reimbursed the difference between the cost of a basic driver's license and the cost of a commercial driver's license. In addition, bus drivers shall be reimbursed for the cost of license abstracts. Further, the Board shall pay all costs associated with the mandated recertification training and testing set forth in Ohio law for school bus operators and mechanics, including compensation to employees at their regular rate of pay for up to sixteen (16) hours of time, including classroom and on the road activity.
5. Educational aides/student monitors shall be reimbursed by the Board for the actual cost of permits required by the State Department of Education for such positions.

Effective January 1, 2002, reimbursement to employees will be made only for training obtained while employed by the Board and within 48 months prior to appointment to the position or training completed after appointment to the position.

B. Education Reimbursement

Members of the bargaining unit may apply to attend job related workshops, seminars and adult education classes which will enhance on-the-job performance. Approval of the request and the level of cost reimbursement shall be determined by the Supervisor/Business Manager.

ARTICLE XXXIII -- DUES DEDUCTION AND FAIR SHARE FEE

A. Dues Deduction

1. Union membership dues shall be deducted in equal installments beginning in October and ending no later than September upon presentation to the Treasurer of the District of an authorization card signed by the member/employee. Such authorization shall be deemed to be continuous unless the employee is no longer employed in a position within the bargaining unit or the authorization is revoked pursuant to Article XXXIII (A)(3) below. The monies so deducted and owed to the Union shall be forwarded to the State Association along with a complete list of

the members/employees who are on payroll deduction within fifteen (15) days of the payday. Periodic notices of drop and add shall be also forwarded by the District to the State Association.

2. The Union shall notify the Treasurer of the School District by written notice of any adjustments in dues structure. This shall not require the re-signing of authorization cards by the membership.
3. The parties agree that for current employees who have signed dues-authorization cards, such dues deduction authorization shall be maintained during the term of this Agreement. Member employees shall have fifteen (15) days preceding the end of this Agreement to withdraw dues authorization from the Union by presenting a notice of withdrawal to the Union President and notice to the Board Treasurer.

New hires shall be given a voluntary choice to sign such authorization cards in accordance with O.R.C. Chapter 4117.
[moved from (B)(1) below]

4. The Union shall indemnify and hold harmless the Board from all costs, losses, expenses and damages in the event of any controversy, legal or otherwise, which may arise out of the application of this provision.

B. Fair Share Fee

1. Sixty (60) days following the beginning of employment, or the effective date of this agreement, whichever is later, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are not in the bargaining unit.
2. The Union shall indemnify and hold harmless the Board from all cost, losses, expenses and damages in the event of any controversy, legal or otherwise, that may arise out of the application of this provision.
3. Once submitted, dues deductions/Fair Share deductions shall be continuous from year to year provided, however, that OAPSE maintains recognition as the bargaining agent.

4. Any member may authorize dues deductions at any time during the school year.
5. Dues deductions/Fair Share deductions shall be made in equal installments beginning in October and ending no later than September upon presentation to the Treasurer of the District of an authorization card signed by the member/employee. Withdrawal of dues deduction authorization shall be in writing executed and delivered during the revocation period to the Treasurer of the Board and to OAPSE State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229.
6. American Federation of State, County and Municipal Employees People the Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided by written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any given time by giving written notice to both the Employer and the Union. The Employer 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.
7. The Union agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or by reason of action by the Board in reliance upon an authorization and submitted by the Association to the Board.

ARTICLE XXXIV -- SAVINGS CLAUSE

It is the intent of the Board and the Association that this Agreement shall comply with all local, state and federal laws. If any provision of this Agreement or part thereof is declared invalid by a court of competent jurisdiction or by an administrative agency in a proceeding wherein all available appeals have been exhausted, the provisions or part thereof shall be null and void, but the remaining provisions of this Agreement shall remain valid and enforceable.

ARTICLE XXXV -- NONDISCRIMINATION

- A. The Bedford City School District and OAPSE Chapter 136 recognize their respective responsibilities and federal and state civil rights laws,

fair employment practice acts, and other constitutional and statutory requirements to not discriminate with relationship to employment on the basis of race, color, creed, national origin, age, sex or disability.

- B. The employee and the Association recognize the right of all employees to be free to join the Association or not to join the Association and to participate or not to participate in lawful concerted union activities. Therefore, the employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by an employer against any employee because of Association membership or because of any lawful activity in an official capacity on behalf of the Association. The Association agrees that it will not discriminate, interfere, restrain, coerce, or cause reprisal by the Association against any employee because of not being a member of the Association or not participating in any capacity.

ARTICLE XXXVI -- UNIFORMS

- A. Custodians and maintenance employees of the school district (except those working the third shift) will be required to wear a uniform provided by the Board.
- B. Food service employees will be granted an Eighty Dollar (\$80.00) uniform stipend annually, beginning September 1996. Food service employees shall be granted an additional forty-five dollar (\$45) uniform stipend in January 2002. The uniform stipend for food service employees shall increase to a total of dollars of one hundred fifty (\$150) in September 2006 and to a total of one hundred sixty (\$160) in September 2007 .
- C. School bus operators and transportation attendants will be required to wear the uniforms selected and which the Board will purchase. Care and laundering of the uniforms will be the responsibility of the employee.

ARTICLE XXXVII -- TRANSPORTATION DEPARTMENT

- A. The transportation procedures will be placed in the Procedures Manual. This procedure will be reviewed and modified by a committee as necessary. The committee shall be comprised of four (4) persons, two (2) appointed by the Superintendent and two (2) appointed by the Association President. The committee shall be ongoing, with appointments made annually. The committee shall make

recommendations to the Administration for any changes subject to the approval of the Business Manager. However, bus drivers may not be assigned field trips which interfere with their regular route.

- B. Bus operators and transportation attendants will receive compensation for paid leave based upon the January 1st categorization as defined in Article XXIX(B) of this Agreement.
- C. All field trips that are one (1) hour or more in length will be included in the field trip assignment rotation list.
- D. All transportation workers will receive a copy of transportation procedures and will be notified in writing of any changes to the procedures.

ARTICLE XXXVIII -- CAFETERIA DEPARTMENT

The hourly rates for members of the bargaining unit who work banquets shall be as follows:

Person in Charge: Fifteen Dollars (\$15.00) per hour
Banquet Workers: Twelve Dollars Fifty Cents (\$12.50) per hour

ARTICLE XXXIX -- EMPLOYEE CALENDARS

- A. Once an employee's work calendar has been established for the school year (July 1 - June 30), said calendar will be the calendar used to determine the level of fringe benefit eligibility for a period of twelve (12) months except in the following circumstances:
 - 1. The employee changes positions or adds a position.
 - 2. The employee is laid off or has hours reduced through the lay-off procedure.
 - 3. The employee is discharged.
 - 4. The employee's hours are increased.
- B. Notwithstanding the establishment of the employee's calendar for fringe benefit calculation purposes, the employee shall only be paid for hours worked and such calendar shall not preclude the Administration from increasing or decreasing hours based upon the needs of the organization. For non-student specific positions, the administration will make every reasonable effort to provide at least 7 days advance

notice of calendar changes. Short hour employees may seek opportunities to substitute in positions for which the employee is qualified on a day where the employee's calendar is adjusted and her/his regular work assignment is not available. If serving as a substitute in her/his regular position, the employee shall be paid her/his regular rate. If serving as a substitute in another position, the employee shall be paid the Board-approved substitute rate.

Part B of this provision does not apply to transportation employees. (See Article XXIX.)

ARTICLE XXXX – EXTRACURRICULAR CONTRACTS

Unit members who are awarded extracurricular contracts shall be paid at the base rate established by the Board for all hours worked under the extracurricular contract ("extra-curricular base rate"). All hours worked at the employee's regularly assigned job(s) will be paid at the negotiated hourly rate(s) for those jobs. The hours worked for the regular assignment(s) will be calculated for the work week before any hours under the extracurricular contract. To the extent the regular hours worked in the employee's regularly assigned job exceed forty (40) hours worked during the workweek, the overtime rate shall continue to be calculated as is currently the case, without any consideration of the extracurricular assignment or the time spent in performing the extracurricular assignment. The additional hours for the extracurricular assignment will either be paid at the extra-curricular base rate when total hours worked for the workweek are equal to or less than forty (40) hours or at time and one-half the extra-curricular base rate for the extracurricular contract for hours worked in excess of forty (40) work hours for the workweek.

If the extracurricular contract is for a position included in the collective bargaining Agreement between the Board and the Bedford Education Association, should the total earnings for the extracurricular contract be lower than the rate in the supplemental Salary Schedule for such extracurricular position established in that Agreement, the Board shall make a one-time payment to the unit member holding the extracurricular contract equal to the difference between the amount set forth in the extracurricular contract per the supplemental Salary Schedule and the amount the unit member is paid for services under that contract at the extracurricular base rate plus any payments arising from weeks in which the member works more than forty (40) hours.

Appendix A

GRIEVANCE #
STEP #
FILED WITH:

**OAPSE - LOCAL 136
BEDFORD CITY SCHOOL DISTRICT
GRIEVANCE FORM**

GRIEVANT:

DATE:

CLASSIFICATION:

WORK LOCATION:

IMMEDIATE ADMINISTRATIVE SUPERIOR:

GRIEVANT'S REPRESENTATIVES:

STATEMENT OF GRIEVANCE, POLICIES AND/OR RULES ALLEGEDLY VIOLATED, AND THE RELIEF SOUGHT. (Type or print all information except signature.)

Grievant's Signature

Received By (Signature)

Date

Date

A copy of the decision must be sent to the Union President and Grievance Chairperson at the time the decision is sent to the grievant.

Appendix B
Hospitalization Insurance

Appendix C
Prescription Drug Insurance

Appendix D
Dental Insurance

Appendix E
Spouse Eligibility Certification
(To be completed by the Employee – PLEASE PRINT)

EMPLOYEE INFORMATION		
FULL NAME	SCHOOL DISTRICT	SOCIAL SECURITY #
	Bedford City Schools	
SPOUSE INFORMATION		
FULL NAME	DATE OF BIRTH	SOCIAL SECURITY #

Spouse is: Not Employed Employed
 Retired _____ (date) Other _____

If NOT EMPLOYED, STOP, sign below and return form. Otherwise, complete and have your spouse's employer complete all applicable sections of this form.

Is group health insurance or prescription drug insurance available to your spouse through his/her employment (whether as a current employee or retiree)?

YES NO

**Regardless of your answer, your spouse must have his/her employer
Complete the Employer Information on the other side of this page.**

The District requires that if your spouse is eligible to participate in group health insurance and/or prescription drug insurance, the spouse must enroll in such employer-sponsored group insurance coverage(s). Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

The District provides healthcare and prescription drug benefits and will rely upon the information contained in this Certification in making its determination regarding your spouse's eligibility to receive benefits from the Plan.

Please note that it is your responsibility to advise the District immediately (and not later than 30 days after any change in eligibility) if your spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer after the date you submit this Certification. Upon becoming eligible, your spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, and upon such enrollment by your spouse, the District will become the secondary payor of benefits.

If you submit false information in this Certification or fail to timely advise the District of a change in your spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the District providing benefits to which your spouse is not entitled, you will be personally liable to the District for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the District. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information in this Certification, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

EMPLOYEE CERTIFICATION	
I HEREBY CERTIFY THAT THE ABOVE EMPLOYEE AND SPOUSE INFORMATION IS CORRECT, and understand that, to ensure benefits are coordinated properly between employers, the District will verify the accuracy of information by conducting audits, contacting me, and contacting my spouse's employer.	
X	
EMPLOYEE'S SIGNATURE & DATE (Required)	AREA CODE / PHONE NO.

TO BE COMPLETED BY THE EMPLOYER OF THE SPOUSE OF Bedford City Schools EMPLOYEE:

SPOUSE'S EMPLOYER INFORMATION

EMPLOYEE'S NAME (Spouse of Bedford City Schools Employee/Plan Participant)

SPOUSE'S EMPLOYER'S NAME _____

MAILING ADDRESS _____

Do you offer employer-sponsored group health insurance and/or prescription drug insurance (including, but not limited to, insurance requiring employee premium contributions):

(a) to employees? YES NO (b) to retirees? YES NO

HEALTH INSURANCE PLAN INFORMATION

PLAN/GROUP # _____ PLAN YEAR FROM: _____ TO: _____

INSURANCE COMPANY NAME: _____

MAILING ADDRESS _____

**PRESCRIPTION DRUG PLAN INFORMATION
(IF SEPARATE FROM HEALTH)**

PLAN/GROUP # _____ PLAN YEAR FROM: _____ TO: _____

INSURANCE COMPANY/PBM NAME: _____

MAILING ADDRESS : _____

EMPLOYER CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE EMPLOYER AND PLAN INFORMATION IS CORRECT.

X	
SPOUSE'S EMPLOYER SIGNATURE	TITLE
DATE COMPLETED	AREA CODE/PHONE

**ATTENTION EMPLOYEE:
PLEASE RETURN COMPLETED CERTIFICATON TO YOUR DISTRICT TREASURER'S OFFICE**

Appendix F
Wage Rate Schedules