



# **AGREEMENT**

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K29956  
10/03/2013

**Between**  
**BAY VILLAGE BOARD OF EDUCATION**  
**and**  
**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**  
**Local 579**

**BAY VILLAGE CITY SCHOOL DISTRICT**  
**377 Dover Center Road**  
**Bay Village, Ohio 44140**

**July 1, 2013 – June 30, 2016**

AGREEMENT

Between

BAY VILLAGE BOARD OF EDUCATION

and

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

CHAPTER 579

On the 24<sup>th</sup> day of June, 2013, the BAY VILLAGE BOARD OF EDUCATION and THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER 579, by their respective negotiation committees, have concluded agreement on matters pertaining to compensation, fringe benefits, and other terms and conditions of employment of personnel employed by the Board who are represented by THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER 579, as such matters are set forth in this Agreement.

This Agreement shall be effective upon ratification by the members of the Association and adoption by the Board.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

BAY VILLAGE BOARD OF EDUCATION

By St Hill  
Rory Brown  
Barry

By Kodi R. Higgins  
David A. Truman  
Barry Stumpf  
[Signature]

Ratified by:  
Board of Education

Date JUNE 24, 2013

Ohio Association of Public School Employees, Chapter 579

Date JUNE 24, 2013

[Signature]  
BOARD President

St Hill  
OAPSE President

## ARTICLE I

### 1.0 INCORPORATION CLAUSE

Any terms and/or conditions of the current Agreement which are not altered, modified or changed as a direct result of these negotiations shall be incorporated into this Agreement and remain in full force and effect for the term of this Agreement.

### 1.1 RECOGNITION

The Bay Village Board of Education, hereinafter referred to as the "Board", hereby recognizes Local 579 of the Ohio Association of Public School Employees, which has chosen to affiliate with AFSCME/AFL-CIO, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for the bargaining unit comprised of the following classifications:

- Secretarial-Clerical
- Maintenance Personnel
- Head Custodians
- Custodians
- Bus Drivers
- Van Drivers
- Cafeteria Workers
- Library Assistants

The following personnel are excluded from this bargaining unit:

- Treasurer
- Supervisory Personnel
- Secretary to the Superintendent
- Secretary to the Assistant Superintendent
- Secretary to the Director of Operations
- Employees in the Treasurer's Office
- Hourly Aides (Educational Student Monitors, Composition Aides and Clerical Aides)

The Board agrees to bargain with the sole and exclusive bargaining unit concerning wages, hours and terms and conditions of employment, excluding those matters preserved to management by this contract and 4117.8 (c) of the Ohio Revised Code.

In the event of competing employee organizations attempts to secure bargaining agent rights to this unit, said organizations must file the appropriate petitions with the State Employment Relations Board in accordance with the O.R.C. 4117.

The recognition is granted on the condition that the Association shall accept into membership all non-teaching personnel, without regard to sex, religion, race, creed or national origin and that membership in the Association shall never be required as a condition of employment or continued employment (exception in Article IX, G).

## 1.2 UNION RIGHTS

### A. Right to Engage in Union Activity

The Union President or his/her designee and/or Field Representative who shall report his/her presence to the Superintendent or Superintendent Designee shall be permitted to appear on work sites during working hours as Union Representative for the purpose of determining whether there is compliance with the Agreement, or to investigate and/or resolve Grievances provided that they shall not disrupt or interfere with work performance.

### B. Bulletin Board/In-House Mail

The Union may use designated bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Union Representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District.

Union Representatives shall have the right to use the District's mailing system in transmitting materials. The Elected Officials of the Union shall be responsible for all materials as to quality and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the District.

### C. Orientation

The Union shall be permitted to meet with new employees to communicate with them regarding Union business/benefits and to distribute to them a copy of this agreement.

## 1.3 SUCCESSORS/SUB-CONTRACTORS

When the Board of Education considers a contract or agreement for an ongoing service that could be provided by the bargaining unit, the Local will be consulted.

## ARTICLE II

### PRINCIPLES

Full time or regular non-teaching personnel have the right to join in and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee (exception in Article IX, G).

The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURES**

#### **3.1 REQUESTS FOR MEETINGS**

Either the Board or the Association may request a meeting for the purpose of negotiations of subjects of which the Association is recognized as the exclusive representative. Requests by the Board shall be made to the designated representative or the president of the union. Requests by the union shall be made to the Superintendent or Superintendent Designee or the President of the Board. A copy of the notice shall be sent to the State Employment Relations Board.

Five days or more before the initial meeting the Union and the Board shall submit, in writing, all of its proposals for negotiations. Thereinafter, neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

#### **3.2 MEETINGS**

A time and place for a meeting between Board representatives and the Association representatives set in accordance with Section 3.3 shall be set by mutual agreement. Such meeting shall take place not later than fifteen (15) working days from the date of the initial request. Any such meeting shall be adjourned from time to time as the parties agree until full and complete discussion has been had of the items on the agenda.

#### **3.3 MEETING DATES**

Except by agreement of the representatives of the Board and the Association, meetings shall begin no earlier than 120 days and not later than 60 days prior to the date of expiration of the agreement, and shall be concluded no later than 30 days prior to the agreement expiration date. The conclusion date may be extended by the Board and Association representatives.

#### **3.4 NEGOTIATING TEAM**

A. The Board of Education shall designate four (4) representatives who will meet with four (4) representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams.

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

B. Up to four (4) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will be permitted to enter into discussions and engage in negotiations.

C. The expense of such consultants shall be borne by the party requesting or hiring them.

D. Necessary clerical assistance may be provided if both parties agree, and if such is the case, the cost will be shared equally by the Board and the Association.

E. News Releases and Public Statements

Neither party shall issue a news release or public statement during the period of negotiations unless impasse is declared. Should either party to the negotiations issue a news release or public statement after impasse has been declared, the party will provide the other a written copy of the text of said news release or statement prior to it being made public.

### **3.5 IMPASSE/MEDIATION**

If by May 31, or such later date to which the representatives have agreed, accord is not reached on all items under discussion, the parties may declare impasse and request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, not to exceed those members serving on the negotiating teams, either jointly or separately, and shall take such steps as he may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

### **3.6 AGREEMENT**

At the conclusion of the negotiations, the representatives of the Board and the representatives of the Association shall prepare an Agreement setting forth those items upon which accord has been reached. Such Agreement shall be signed by all such representatives and promptly submitted to the membership of the Association for ratification and the Board of Education for adoption.

After the Agreement is approved by the employer and the union, the employers shall produce a draft of the entire Agreement to be proofread by the Negotiations Committee. The employers shall reproduce the Agreement for all members of the bargaining unit at no cost to the union within thirty (30) days of receipt of the proofread Agreement. An additional ten (10) copies of the Agreement shall be Given to the Local President for union purposes.

Upon approval by the membership of the Association and the Board of Education, the Board of Education shall act to make the agreed upon items contained in the Agreement a part of the official Board policies.

### **3.7 EFFECTIVE PERIOD**

**This Memorandum of Agreement will be in effect July 1, 2013 through June 30, 2016.**

## **ARTICLE IV**

### **REGULATORY RELIEF**

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4417.10 (A) Revised Code), regulations, and all administrative rules of the Director of State Personnel. However, should any court

of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

## **ARTICLE V**

### **NO STRIKE**

For the duration of this Agreement neither the Association, its agents or the non-teaching personnel represented by the Association shall engage in, assist in, sanction or approve any strikes, slowdowns, withholding of services or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

## **ARTICLE VI**

### **WAGES**

- A. Effective July 1, 2013 a 2% wage increase in all wage classifications in Article 1 (1.1).**
- B. Effective July 1, 2014 a 2% wage increase in all wage classifications in Article 1 (1.1).**
- C. Effective July 1, 2015 a 1.75% wage increase in all wage classifications in Article 1 (1.1).**

Pursuant to this wage agreement all other salary schedules shall remain the same with exception of any negotiated salary increase that may become effective.

### **6.1 LONGEVITY**

The following longevity steps will be included in all salary schedules and shall replace all previous longevity benefits:

- A. After twelve years of employment in the Bay Village School System the salary shall increase by 4.5% for the thirteenth year. This increase shall become effective July 1st of the thirteenth year of service or January 1st of the thirteenth year of service after anniversary date.
- B. After sixteen years of employment in the Bay Village School System the salary shall increase by 4.0% for the seventeenth year. This increase shall become effective July 1st of the seventeenth year of service or January 1st of the seventeenth year of service after anniversary date.
- C. After twenty years of employment in the Bay Village School System the salary shall increase by 4.0% for the twenty-first year. This increase shall become effective July 1st of the twenty-first year or January 1st of the twenty-first year of service after anniversary date.

- D. After twenty-five years of employment in the Bay Village School System the salary shall increase by ~~three and one-half percent~~ 3.5 % for the twenty-sixth year. This increase shall become effective July 1<sup>st</sup> of the twenty-sixth year or January 1<sup>st</sup> of the twenty-sixth year of service after the anniversary date.

## **6.2 MINIMUM CALL-IN TIME RATE**

Any employee called in to work on a day or at a time when the employee is not normally scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement. Exception: Employees will be paid for time worked if called in to work any additional period of time immediately before their scheduled daily start time. The employee will work their regular shift unless they request and are given permission to work an alternate shift.

## **6.3 CALL-BACK RATE**

Any employee called back to work after completion of a regularly assigned shift shall be compensated for at least two (2) hours pay at the appropriate rate of pay under this Agreement.

## **6.4 BUILDING CHECK RATE**

Any employee assigned to regular or seasonal building checks will be expected to be at work and actually performing his/her job function during such checks. The employee will receive the appropriate rate of pay under this Agreement for the time actually assigned to work. The maximum building check shall be one hour in duration unless circumstances exist that may require additional time. The Maintenance Supervisor or Superintendent or Superintendent Designee will define the conditions for allowable building checks and any time worked for checks outside the defined conditions or otherwise not directly approved by the Maintenance Supervisor, Principal or Superintendent or Superintendent Designee will not be approved for compensation.

## **6.5 A TEMPORARY ASSIGNMENT**

Employees temporarily assigned to a higher rated position in the bargaining agreement shall be entitled to the rate of pay for such classification at their step on the salary schedule for the classification to which they have been temporarily assigned beginning the eleventh work day of consecutive assignment (payment of the difference retroactive to the sixth day, inclusive). Such assignments shall not require an employee to a shift change unless such an appointment is approved by the affected employee.

Temporary assignment shall not exceed thirty calendar days unless agreed to by the union and affected employee. Management shall not remove an employee from a temporary assignment unless good cause exists.



## **6.5 B Voluntary and Involuntary Transfer**

If the administration is considering a transfer of an employee (includes building assignments) the following steps will take place:

- 1.) The OAPSE local leadership and affected employee(s) will be informed. The notice will include the reason(s) for the change and the intended date of the change.
- 2.) The employee and OAPSE local representative may request a meeting with the administrator before the transfer takes place.
- 3.) The administrator and OAPSE must determine if the change is considered a newly created position or vacancy. If determined to be a new position or vacancy the position will be posted.
- 4.) The final notice will state the effective date of the change and the reason if the change is to take place.

## **6.6 Time Clock**

The district may implement a time clock or computer based program to log work hours for employees. Employees will be given training prior to implementation. An employee logging in more than 7 minutes tardy after the scheduled start of their work day will be considered tardy. Repetitive tardiness shall be grounds for disciplinary action.

## **6.7 Jury Duty**

An employee who serves as a juror shall not be required to remit their jury duty pay to the board.

## **ARTICLE VII**

### **UNIFORMS-MAINTENANCE/CUSTODIAL/CAFETERIA**

All employees in the maintenance, custodial and cafeteria classification shall wear like uniforms when on duty.

Like uniforms shall consist of cotton work shirts and slacks for custodial and maintenance staff and separates (pants and tops) for cafeteria employees. Uniforms shall be worn in an appropriate manner i.e. tucked in and buttoned and cleaned on a regular basis. Custodial and maintenance shall be permitted to wear approved shorts and approved cotton collared shirt/T-shirt during summer when school is not in session provided they are not working in safety sensitive jobs or areas that require slacks and shirts (to be determined by the supervisor). Uniforms may be required by the supervisor if school or community activities are scheduled during summer months.

The Bay Village School District shall purchase, through a board approved vendor, three uniforms for new employees. Two uniforms shall be purchased for existing employees annually, if requested. One uniform shall consist of slacks/shirt and shirt/blouse for food services employees. The respective supervisor will notify employees one time annually when requests are being accepted.

Maintenance and custodial employees have the option of selecting a personalized Bay emblem shirt or t-shirt as part of the uniform described above. One uniform may be appropriate shorts and cotton collared shirt or t-shirt for custodial and maintenance staff.

Supervisors shall seek input from maintenance, cafeteria, and transportation employees regarding uniform selection prior to purchase.

Employees in the above named classifications shall have their names on their uniforms. The employees will be responsible for proper maintenance of their uniforms and may purchase additional uniforms, if necessary, through the Board's appointed vendor.

The District shall also purchase one hat annually for maintenance and custodial staff for those employees requesting a hat when offered by the supervisor. If employees choose to wear a hat, it must be the District purchased hat.

All regular drivers are eligible to receive one (1) jacket with a removable liner with the Bay Village emblem. The bus drivers will be expected to wear their jackets while on duty unless weather conditions are such that they are unnecessary. Jackets will be replaced after three years of use.

## **ARTICLE VIII**

### **OVERTIME AND COMPENSATORY TIME**

All overtime must be pre-approved by the supervisor of the employee and must be recorded in the pay period in which the work was completed.

Any classified employee required to work more than eight (8) hours in a day and more than forty (40) hours in a week shall be paid time and one-half (1-1/2) the regular rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

Any classified employee required to work on Sunday, excluding building checks which will be paid in accordance with Article VI - Section 6.4, Building Check Rate, shall receive a minimum of three (3) hours premium pay of one and one-half (1.5X) the regular rate of pay for all hours worked. Repair issues which arise as a result of a building check and require work beyond the hour specified under Section 6.4 will be paid in accordance with this section. If additional time is needed beyond three hours, reasonable effort shall be made to notify the Supervisor of Buildings and Grounds or the Superintendent or Superintendent Designee.

All days and time spent in active pay status with the exception of sick leave shall be counted toward the calculation of hours for eligibility for overtime rates of pay.

Triple time shall be paid for work on the following holidays:

\* nationally observed

New Year's Day (Jan. 1)	Fourth of July (July 4)
Memorial Day *	Labor Day *
Christmas Day (Dec. 25)	Thanksgiving Day *

All persons required to work on Martin Luther King Day shall be paid their regular per diem rate plus an additional day's pay or receive one day compensatory time.

Prior approval from your immediate supervisor shall be required before any employee reports to work on a holiday unless an emergency arises requiring the employee's presence on the job.

The head custodians and cafeteria managers shall establish a list of all employees in their classifications who are interested in working overtime. The lists shall be compiled according to seniority and shall include the head custodians and cafeteria managers. When overtime is necessary it shall be awarded on a rotation basis. If an employee passes his/her turn on the rotation schedule, or if for any reason is not available; or the employee does not accept or deny the extra assignment within 48 hours of the posting, the turn on the rotation schedule shall be forfeited in favor of the next employee on the schedule. When the posting or need for an assignment occurs less than 48 hours prior to the assignment the employee must accept or deny immediately upon inquiry.

## **COMPENSATORY TIME**

If the employee elects to take compensatory time off for work done during a week in which he/she has worked more than forty (40) hours, those compensatory hours beyond forty (40) shall be accrued at the rate of time and one-half (1-1/2). Compensatory time shall be taken at times which are mutually agreeable and do not interrupt the operations of the District. Unused compensatory time will be paid at the end of the fiscal year at the salary rate earned during the concluding fiscal year. The employee must declare by June 1<sup>st</sup> whether they want to be paid for accumulated compensatory time in the current fiscal year ending June 30<sup>th</sup>. If not paid, earned compensatory time must be used by December 31<sup>st</sup> of the same year.

**Compensatory time must be taken in 1/2 or full day increments.**

## **ARTICLE IX**

### **DEDUCTIONS**

#### **9.1 DUES**

- A. The Board agrees to deduct dues from the wages of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and the chapter upon presentation of a written authorization individually executed by an employee.

- B. Union dues, as certified by the Treasurer of the Association annually by September 15, shall be deducted according to the roster of members submitted by the Association Treasurer to the Bay Village Board of Education. Monthly dues shall be forwarded to the State Association.
- C. Individual authorization forms agreed upon by the Treasurer and OAPSE #579 shall be furnished by the local Association.
- D. OAPSE membership dues shall be deducted from the employee's pay in nine (9) equal deductions from the 20th of the month payroll, starting with the October 20th paycheck. Members of the bargaining unit enrolling for dues deduction after the October 20th paycheck, may have deductions prorated over the remaining months prior to the June 20th paycheck, provided the Treasurer's office is informed in writing by the first of the month the deductions shall begin.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.
- F. Current employees not subject to Article IX,G: Dues deductions authorization shall be irrevocable for the period of the contract except that authorization may be revoked by written notice during the period of August 22nd through August 31st of the year the agreement expires. If dues deduction is not revoked during such period, it shall continue for the next term of the agreement.

G. Union Security, Dues/Fair Share Fees Deduction

All employees hired to begin work July 1, 2005 or thereafter who are scheduled to work 20 hours or more per week and current members of OAPSE Local # 579 shall become either:

1. A member of OAPSE Local # 579 and execute an authorization for dues deduction on a form provided by OAPSE, or;
2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for membership, a service fee (fair share fee) in the amount set forth in written notification by the Local Treasurer, such notice to be provided not later than September 15<sup>th</sup> of each school year. Such fee shall be required as a condition of employment following a probationary period of one hundred twenty (120) days following employment.
3. Any employee of the bargaining unit who has been declared exempt for religious convictions by the State Employee Relations Board shall not be required to pay said fair share fee. However, such employee shall pay in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the agreement.
4. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.

Should OAPSE Local #579 achieve a dues paying or fair share paying membership rate of 80% or greater among all recognized employees identified in Article 1.1, "Recognition", working 20 hours or more per work week, the fair share fee as described in Article 9.1, G, shall be applied to all recognized employees working 20 or more hours per week.

## **9.2 PAYROLL**

The Board of Education shall provide payroll deductions for the following areas:

1. OAPSE
2. Tax Sheltered Annuities (changes may be made quarterly - 1/1, 4/1, 7/1, 10/1).
3. Insurance
4. Savings Bonds
5. United Way/Community Shares
6. Credit Union (requests for, or change of, deductions must be presented to the Treasurer's office at least 15 days before the twentieth (20th) payroll date anytime during the year.)
7. PEOPLE - The Board agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **9.3 DIRECT DEPOSIT**

All classified employees shall utilize direct deposit.

# **ARTICLE X**

## **WORKERS' COMPENSATION**

The Board shall contribute its assessment to the public insurance fund as provided by law. Any employee injured in the course of his assigned duties is entitled to file a claim for compensation as prescribed by the Workers' Compensation laws of the State of Ohio.

Initial applications for Workers' Compensation should be filed with the bureau as soon as possible after the injury or the diagnosis of an occupational disease. Employees shall fill out an injury report that is available in the buildings as soon as possible after an injury.

Application forms may be obtained at the Treasurer's office and when all information is completed must be returned to the Treasurer's office for forwarding to the bureau.

The Board of Education reserves the right to require a physical examination for any employee injured in the course of his assigned duties, at full cost to the Board.

A member injured during working hours and requires medical attention for an injury may be subject to illegal drug and alcohol testing through the districts' preferred medical provider. In addition such testing may be required in the event a member is involved in an accident during the performance of Board duties which results in a fatality of another person, vehicular damage estimated in excess of \$2500 or other property damage estimated in excess of \$2500.

Employees shall notify their immediate supervisor and fill out an injury report that is available in the buildings as soon as possible after a work related injury.

**ALTERNATIVE WORK ASSIGNMENT (Medical Transfers):** If an employee claims that she/he needs a reasonable accommodation of her/his disability as defined under the American with Disabilities Act, the Superintendent or designee and the Association President or designee shall meet to review the request and determine what steps, if any, should be taken to respond to the question.

**TRANSITIONAL WORK ASSIGNMENT:**

The District provides transitional work assignments to members who are temporarily disabled due to a work related injury or illness to facilitate the member's return to their regular job assignment. Such assignments will be made under the following conditions:

1. Upon the member's medical release to return to work with physical restrictions and limitations, a determination will be made by the member's building principal in consultation with the Superintendent or Superintendent Designee to provide a suitable job assignment which accommodates the member's temporary/partial disability. The Association President will be consulted regarding any transitional work assignment.
2. A written recommendation for a transitional work assignment will be made by either the appropriate department/building personnel or through the District's third party administrator to the Superintendent, with a copy to the Association President to determine if an accommodation can be made based on the employee's temporary medical restrictions. Transitional work duty assignments may include as many of those job duties and tasks that are part of the employee's existing job or assignments that accommodate the employee's temporary medical restrictions.
3. The decision to provide transitional work duty assignments will be based on the employee's medical restrictions and limitations and the ability of the department and/or building to provide such assignments. Transitional work assignments will not exceed 120 calendar days during a twelve (12) month period and there shall be no guarantee to provide such assignments.

4. The employee shall be compensated at his/her regular earnings rate for all work performed during the course of the transitional work duty assignment. Sick time will continue to accrue at the employee's regular rate of pay during the transitional work duty assignment.
5. During the course of a transitional work duty assignment, the employee will be expected to follow prescribed treatment as defined by their attending physician, as well as any requests by the District for additional medical information or clarification through a medical examination by a board approved physician.
6. If after 120 calendar days, an employee is unable to resume his/her regular job assignment or its essential functions, the employee will be placed on sick leave, if any accrued and unused sick time is available, workers' compensation, or an unpaid medical leave of absence as appropriate.
7. Upon a full medical release by the employee's attending physician and approval of the Superintendent, the employee will resume the full duties and responsibilities of their regularly assigned position. If there is a disagreement concerning whether the employee can resume full duties, a doctor approved by both the employee's doctor and the doctor assigned by the Board will be controlling

## **ARTICLE XI**

### **SEVERANCE PAY - NON-CERTIFICATED PERSONNEL**

Employees who have ten (10) or more years of service in the Bay Village City School District and meet the requirements of Section 124.39 and 124.391 of the Ohio Revised Code may elect at the time of retirement from the Bay Village City School District to be paid in cash for one-fourth (1/4) of all accumulated sick days up to 160 days. If the employee does not meet the above criteria but does have ten (10) years of service to the state or any political subdivision the employee shall be eligible for a maximum of one-fourth (1/4) of one-hundred twenty (120) accrued sick days.

Retirement shall relate to those employees who have submitted a written notice of intent to retire to the Board and for which the Board has received an application for processing from the appropriate retirement system.

Severance payment shall be based on the employee's daily rate of pay at the time of retirement, exclusive of supplemental salary or overtime. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

- 11.1** Employees who have ten (10) or more years of uninterrupted regular employment in the Bay Village School District and meet the criteria 1-4 below shall be paid for one-third (1/3) of all accumulated sick days from 161 to 285.

1. Meet the requirements for severance pay;
2. Submit a written notice of intent to retire 90 calendar days prior to the date of retirement in the year they plan to retire;
3. Complete the necessary paperwork with the appropriate retirement system 90 calendar days prior to the date of retirement of the year they plan to retire; and
4. Retire on or before July 1, of that year.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

#### **12.1 BASIC OBJECTIVE**

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances.

#### **12.2 DEFINITIONS**

- A. A "Grievance" means a complaint by a person or group of persons that:

There has been a violation, misinterpretation or inequitable application of any provision of the Agreement between the Board and the Association; or the discipline or discharge of any non-probationary employee without just cause.

It is specifically agreed by the Association and Board that this grievance procedure shall be the sole remedy for a bargaining unit member who alleges a violation of the terms of this Agreement. Accordingly, the parties agree that the State Personnel Board of Review shall not have jurisdiction to hear appeals relating to matters which are appropriately subject to resolution through this grievance procedure, including specifically discipline and discharge of any non-probationary employee.

- B. An "aggrieved person" is the person or group of persons making the complaint.
- C. "Work Days" means weekdays Monday through Friday, except for days recognized by the State of Ohio as legal holidays.
- D. "Representative" means an official or other spokesman designated by the Association.

#### **12.3 RIGHT TO ASSISTANCE AND COUNSEL**

The aggrieved person shall have the right to be accompanied by and receive assistance from a representative of the Association at any stage of the grievance procedure, or when disciplinary action is being imposed.



## 12.4 INFORMAL PROCEDURE

A person with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through his representative, with the objective of resolving the matter informally. Informal procedures must be initiated within ten (10) work days after the occurrence of the alleged grievance.

The grievant or representative must provide a statement prior to the meeting to the principal or immediate supervisor that the discussion is related to a matter that could result in a formal grievance before the meeting starts. The principal or immediate supervisor may choose to re-schedule the informal grievance meeting within five (5) work days. The meeting date and time is to be mutually agreed upon by the involved parties.

## 12.5 FORMAL PROCEDURE

- LEVEL I: If the aggrieved person is not satisfied with the outcome of the informal procedure, either may present a formal grievance in writing to the Superintendent or Superintendent Designee. The immediate supervisor or the Superintendent or Superintendent Designee shall, within six (6) work days after receipt of the written grievance, render his decision and the reasons therefore in writing to the aggrieved person with a copy to the representative. The grievance must be filed at the Step 1 level within six (6) work days after receiving the informal response or the grievance is considered moot and may not be filed.
- LEVEL II: If the aggrieved person is not satisfied with the disposition of the grievance at Level I, either may appeal to the Superintendent or Superintendent Designee of Schools by filing a written appeal with the Superintendent or Superintendent Designee within six (6) work days after the receipt of the written decision at Level I. The Superintendent or designee [designee can not be the administrator who conducted the Level 1 grievance proceeding] shall, within six (6) work days after the receipt of the written appeal, meet with the aggrieved person or his representative, or with both. The Superintendent or designee shall, within six (6) work days after the hearing, render his decision and the reasons therefore in writing with a copy to the following: The aggrieved person, his representative, the Superintendent or Superintendent Designee or other immediate supervisor involved.
- LEVEL III: If the aggrieved person is not satisfied with the disposition of the grievance at Level II, either may appeal the grievance to arbitration within ten (10) days after receipt of the written decision at Level II. Such appeal shall be filed with the Federal Mediation and Conciliation Service for a list of arbitrators. A copy of such request shall be forwarded to the Superintendent or Superintendent Designee and the President of the Association. The arbitrator shall be selected by each party alternately striking the names of arbitrators from the list provided by the Federal Mediation and Conciliation Service

until only one remains. The arbitrator will conduct a closed hearing at which the duly designated representative of the Board and the Association shall be present. Each side shall have full opportunity to present evidence through witnesses and written documents and shall have the right to present post hearing briefs. After considering the facts presented by each side, the arbitrator will render a written report setting forth his findings of fact, his reasonings, conclusions and recommendations. The decision of the arbitrator shall be binding on the parties for grievances filed under definition 12.2.

The fees and expenses of the arbitrator, if any, shall be paid by the losing party. In situations when a compromise decision is rendered by the arbitrator the fees and expenses shall be equally shared by both parties.

## **12.6 STIPULATIONS**

- A. All grievances shall be filed on the appropriate grievance form located in the Appendix of this agreement.
- B. The temporary absence of the grievant, a supervisor, or the Superintendent or his designee, shall total the running of the days set forth in the grievance procedure during the absence of such person, but in no case for more than five (5) additional calendar days.
- C. In the event a grievant chooses to have a grievance processed without the participation of the Association such grievant shall be liable for any expense incurred thereby.
- D. In the event the Association at any level of the grievance procedure, determines that a grievance should not be carried further, the grievant shall be liable for any expenses incurred in processing the grievance further.
- E. The arbitrator shall be governed by the express terms for this Agreement in reaching his recommendation.
- F. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement or school board policy.
- G. If the grievant and his/her representative accept the arbitrator's recommendation, the matter shall be deemed settled and the recommendations of this arbitration shall be executed by all parties.
- H. If a grievance is not answered by an administrator within the time limits specified, the grievance shall be resolved in favor of the employee's requested resolution.
- I. A grievant shall appear on his/her own behalf at all steps of the grievance procedure, and may be accompanied and represented at each step by an OAPSE representative if he/she chooses. The grievant or the Board may be represented by legal counsel at their own expense at Level III of the grievance procedure if they so choose.
- J. Nothing contained in this procedure shall be construed as limiting the individual right of a non-teaching employee, having a complaint or a problem to discuss the matter informally with members of the administration through normal channels of communication.

## ARTICLE XIII

### INSURANCE

#### 13.1 HOSPITALIZATION AND MAJOR MEDICAL INSURANCE FOR NON-CERTIFIED EMPLOYEES

- A. Employees may enroll in the PPO program subject to the enrollment rules of the carrier, but provided there shall be no pre-existing condition limitation. Employees who are employed to work a minimum of seven hours a day under a school year and/or school year plus extended time contract are eligible for 88% (85% effective October 1, 2015) paid hospitalization and dental coverage for the duration of employment as described below. The employee participation of 12% (15% effective October 1, 2015) will be made through a monthly payroll deduction (20<sup>th</sup> day of month). During the months not scheduled to work, the employee shall send a check for the participation fee to the Treasurer's Office by the 20<sup>th</sup> of the month before the premium is due to the health insurance carrier (August premium is due by July 20<sup>th</sup>).

#### Spousal Exemption

**Suburban Health Consortium Spousal exclusion language applies to all affected employees and their spouse effective October 1, 2013.**

**Suburban Health Consortium spousal exemption language applies to a working spouse who is eligible for health care insurance at their place of employment.**

**Employees are eligible for a stipend. The stipend will be paid to employees whose spouse is subject to the spousal exemption in (3) three payments annually. The employee is required to provide documentation to the Treasurer of required payment to qualify for stipend. The stipend applies to the 2013-14, 2014-2015, and 2015-16 school years. The employee will receive \$125.00 per month unrestricted. The employee will receive a prorated stipend for each full month if they do not work the full year from July 1 to June 30. If the employee leaves the district, they will be paid the prorated stipend on the last check received.**

If the spouse of an employee subject to this Section is eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor

of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in the employee's spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action up to and including termination of employment.

**Effective October 1, 2015 the board share of the premiums will be 85% and the employee share will be 15%.**

- B. Effective October 1, 2005, the PPO program (Super MedPlus) the benefits shall be revised as follows:

Office Co-Pay	\$15.00 (in network) \$15.00 (70% out of network)
Emergency Room co-pay	\$50.00
Deductible network	\$150.00 single \$300.00 family
Co-insurance network	\$150.00 single \$300.00 family
Non-network	\$2,000.00 single \$4,000.00 family

## Drugs

The co-pays for retail and mail order shall be as follows:

Retail:           Generic - \$10.00;  
                      Preferred brand - \$30.00;  
                      Non-preferred brand - \$30.00.

(For non-preferred brand, co-pay is in addition to cost difference between non-preferred brand and generic.)

C1. Employees who are employed to work a minimum of twenty hours a week, but less than thirty-five hours a week, are eligible to receive one-half paid hospitalization insurance under the conditions outlined in Items A and B above.

**C2. The district will pay the federally mandated percentage toward the health and prescription premium for employees that meet the Affordable Health Care Act requirements.**

D. An employee on an approved leave of absence may at his/her option pay the group rate for any insurance programs he/she desires to continue within the provisions of the insurance policies in force and COBRA rules.

E. Employees who resign or are dismissed during or at the conclusion of a contract of employment shall cease to receive paid hospitalization insurance after the effective date of the resignation or dismissal. Employee may continue coverage under COBRA rules.

F. Employees whose family circumstances change, entitling them only to single medical coverage must notify the Treasurer's Office by the 15<sup>th</sup> of the month during which the change occurs. The change in status will be effective the first of the following month. Failure to make timely notification shall result in the employee being required to pay the difference in premium rates via payroll deduction.

### **13.2 DENTAL INSURANCE**

The Board shall provide 88% of premium, through purchase of insurance, through a corporation organized to administer such health benefit plans, or through a combination of self-funding and insurance programs, dental coverage which meets or exceeds that provided under Community Mutual Blue Cross/Blue Shield.

The board share of the premiums will be 88% and the employee share will be 12%.

**Effective October 1, 2015 the board share of the premiums will be 85% and the employee share will be 15%.**

### **13.3 GROUP LIFE INSURANCE**

The Board of Education shall provide full-time classified employees group term life insurance coverage of \$50,000. The Board shall provide part time classified

employees group term life insurance coverage of \$50,000. The Board shall pay 100% premium for said coverage in accordance with the following rules and regulations.

- A. All full time non-certificated employees are eligible for fully paid insurance after completing six consecutive full calendar months of employment. Each eligible employee shall furnish such information and complete such forms as may be requested by the insurance company or by the Board of Education. The insurance shall be put into effect on the first day of the seventh month.
- B. Employees who are employed to work a minimum of eight hours a day, which includes a one-hour lunch period, under a full 12-month contract are eligible for fully paid insurance for the duration of the contract of employment after the conditions in Item One (A) have been met.
- C. Employees who are employed to work a minimum of eight hours a day, which includes a one-hour lunch period, under a school year or school year plus extended service contract are eligible for fully-paid insurance to cover the time actually employed after the conditions in Item One (A) have been met. During the balance of the year when employed but not scheduled the Board of Education will pay the cost of the insurance contract.
- D. Part time employees who are employed to work a minimum of twenty (20) hours a week, but less than thirty-five (35) hours a week are eligible for fully paid insurance for the duration of the contract of employment after the conditions in Item One (A) have been met. During the balance of the year when employed but not scheduled the Board of Education will pay the cost of the insurance contract.
- E. Employees who resign or are dismissed during or at the conclusion of a contract of employment shall cease to receive paid insurance after the effective date of the resignation or dismissal.

#### **13.4 NOTIFICATION OF CHANGE OF CARRIER(S)**

The administration shall accept input from the Association during the bidding process and prior to a decision to change a carrier. However, the Board reserves the right to make the final decision as to the carrier. Before a decision to change the carrier is made, all employees shall receive a written explanation of the rationale for the change.

#### **13.5 REIMBURSEMENT**

All full time employees who wish not to enroll in the Board's paid hospitalization plan, and are covered by another plan (and can document such coverage in writing) shall be reimbursed \$1,750 annually if they qualify for family coverage and \$1,000 annually for single coverage. Such payment shall be made at the end of each contract year and be prorated based on the number of months that the employee was enrolled in the Board's paid hospitalization plan. The election not to enroll in the hospitalization plan shall be made in writing to the Treasurer's office. An employee who elects no hospitalization coverage subsequently may elect to

participate in the plan during the year, subject to the rules of the carrier. Upon election to participate in coverage, the employee waives eligibility for the annual payment (as described above).

Any full-time employees who do not enroll in the hospitalization plan and enrolls in the hospitalization plan prior to the next enrollment period, will not be eligible for the annual payment or any prorated amount.

A full time employee who elected to not enroll in the hospitalization plan and separates employment for any reason prior to the end of the contract year will not be eligible for the annual payment or any prorated amount for that contract year.

Effective with employees first employed July 1, 2005 and thereafter, when both spouses are employed by the district and at least one spouse elects coverage, neither spouse will be eligible for this reimbursement.

### **13.6 HEALTH INSURANCE COMMITTEE**

A health insurance committee consisting of three members of OAPSE, three members of the Bay Teachers Association and three members of the administration shall explore the current health insurance program and possible options for cost containment. This committee shall meet on a regular basis and may employ the services of a consultant in the development of recommendations regarding program changes. Such changes will not be implemented until they are approved by OAPSE, the Bay Teachers Association and the Board of Education. The Board shall, in accordance with 13.4 reserve the right to make a final decision as to the carrier provided the coverage is similar unless otherwise mutually agreed upon.

### **13.7 Vision Insurance**

The Board shall offer vision insurance to OAPSE employees provided that a minimum of ten (10) employees elect to and complete the paperwork to participate. The employee will pay 100% of the premium while the board will cover set-up and administrative costs associated with administering this plan.

### **13.8 Disability Insurance**

The Board shall offer disability insurance to OAPSE employees provided that a minimum of five (5) employees elect to and complete the paperwork to participate. The employee will pay 100% of the premium while the board will cover set-up and administrative costs associated with administering the plan.

### **13.9 Section 125 Plan ("Cafeteria Plan")**

- A. Effective January 1, 2009, the Board shall establish a "Cafeteria Plan" that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis. By January 1, 2009, the "Cafeteria Plan" shall allow employees the option to elect to participate in the dependent care and medical care flexible spending accounts ("FSA's") described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1<sup>st</sup> through December 31<sup>st</sup>) unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraphs C.3. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.

C. Dependent Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129, and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
2. The salary reduction and corresponding credits will be made and issued in accordance with the pay schedule.
3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum annual amount permitted by current applicable tax code and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
2. The salary reduction shall be made from each pay.



E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third-party administrator. The Board shall be responsible for and shall pay the administrative fee involved in setting up the Plan and the standard monthly fee required. When the Board's Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charged. Any other administrative fees shall be borne by the Section 125 Plan participants.

## ARTICLE XIV

### LEAVE POLICIES

#### 14.1 SICK LEAVE

- A. Each full time employee of the Board shall be entitled, for each completed month of service, to sick leave of one and one-quarter (1-1/4) work days with pay (15 days/year).
- B. Unused sick leave shall be accumulated up to two hundred and eighty-five (285) days.
- C. Each full time employee shall have fifteen (15) days of sick leave available at the beginning of employment. If an employee uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board of Education for the sick leave used but not earned.
- D. If medical attention is required, the employee shall be required only to state the name and address of the attending physician and the dates when the physician was consulted. Nothing in this section shall be construed to waive the right of the physician-patient privilege.
- E. Falsification of a statement for the use of sick leave is grounds for suspension or termination of employment.

F. Acceptable reasons for sick leave with pay are:

1. Personal illness, injury or pregnancy;
2. Exposure to contagious disease which could be communicated to others;
3. Illness, injury or death in the employee's immediate family ("immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, or any member of the family or household who has clearly stood in the same relationship with the employee as any of these).
4. A maximum of five (5) days absence will be allowed in the event of death in the immediate family of an employee. (Immediate family is defined in number 3 above.) Absence with pay shall be limited to a maximum of three (3) days in the event of death of other relatives not included in the immediate family (other relatives shall include sister-in-law and brother-in-law).
5. All employees who use no sick days in a contract year (July 1 through June 30) shall be granted a cash payment equal to the daily rate of pay for that year or one day of compensatory time mutually agreed to by the employee and the immediate supervisor. A leave form may be obtained in the principal's office or board office.
6. The administration may require a medical excuse from a physician for sick leave absences over five (5) consecutive days.

## 14.2 PERSONAL LEAVE

- A. Necessary absences due to urgent reasons over which the employee has no control may be allowed to a maximum of four (4) days per school year. Personal leave is designated to cover legitimate reasons for absences which are not covered in the sick leave policy. It is noncumulative and shall not be charged to sick leave.

Requests for personal leave shall be submitted to the Superintendent's Office, in writing, at least three days in advance of days requested. For situations in which prior approval cannot be obtained, the employee will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return. Falsification of the statement in the request is grounds for suspension or termination of employment. Personal leave may be taken in ½ day increments.

All unused personal days will be converted to the employee's sick leave balance at the end of the contract year.

Personal leave will be granted for the following reasons:

1. Court appearances scheduled on school time as litigant or witness.
2. Observation of a religious holiday of a recognized major religious faith which normally requires abstinence from work.
3. Attendance at the graduation exercises of the employee, his/her spouse or children.

4. The wedding of the employee.
  5. A wedding in which the employee is a member of the wedding party or a member of the immediate family (see definition in Sick Leave). Maximum of one day.
  6. Emergencies involving family property which require the employee's absence from duty to make necessary arrangements. (ex: fire in the home, flood damage, frozen water pipes.)
  7. Providing of arrangements for returning to or picking up child/children in college. (Maximum two days per year.)
  8. Travel conditions making it impossible for the employee to get to the job.
  9. Conducting personal or family business with an attorney, professional counselor or similar type personal service that cannot be scheduled on non-school time.
  10. Funeral of close friend or travel time required for death in non-immediate family beyond the day allowed in Sick Leave.
  11. Other reasons judged to be comparable by the Superintendent or Superintendent Designee.  
Specific nature of the situation is to be reported on the form, reported in a separate sealed envelope directed to the Superintendent, or discussed personally with him.
- B. Two of the current personal days shall be undesignated. The employee shall make request for said leave as much in advance as possible. If advance notice is not possible, the employee will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return. Personal leave shall not be used on the day before or after a holiday or vacation period and shall not be used for vacation or recreation. Undesignated days cannot be used on consecutive days.

C. Payment to Estate Upon Death

In the case of death of an employee while in active employment status, any earned but unused regular pay, compensatory time, vacation time and severance pay as calculated in Article XI shall be paid to his/her spouse. If no spouse exists, to his/her estate.

### **14.3 ASSAULT PROTECTION AND LEAVE**

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of disability resulting from a physical assault which is clearly unprovoked. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of ninety (90) working days.

An employee shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the employee, must have occurred during the course of employment with the Bay Village Board of Education while on the Board premises or at a Board approved or sponsored activity/event.
- B. Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, any employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
- C. To qualify for assault leave the employee shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent or Superintendent Designee may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.
- D. An employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
- E. Employees shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.
- G. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

#### **14.4 LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1 - ILLNESS.** A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

- 1. The employee shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the employee will be unable to return to work because of illness.
- 2. If an employee has been granted a leave of absence without pay for less than one year and requests an extension of that leave of absence without pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original leave of absence without pay.
- 3. In no case will a leave of absence without pay be granted under this section for a continuous period of time exceeding two calendar years.
- 4. An employee may not return to work prior to the expiration of the leave of absence without pay granted hereunder unless the Superintendent or his designee approves the same.

**SECTION 2 - FURTHER STUDY AND TRAINING.** A leave of absence without pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the employee's assignment.

1. In order to apply for this leave, the employee must have completed three (3) years of employment in the Bay Village City School District.
2. The Board retains in its sole discretion the right to (1) determine if the formal training or study is directly related to the performance of the employee's assignment, and (2) determine whether the leave of absence without pay is to be granted.

**SECTION 2A –** The Board of Education encourages employees to maintain a continued professional improvement program. Employees may apply for professional workshops and job related training programs beyond the current professional leave practice of the District by the following procedures:

1. Job related training and professional leave workshops shall be directly related to the employees job function.
2. Approval must be granted by immediate supervisor and Treasurer/ Superintendent or Superintendent Designee.
3. Training and workshops shall not conflict with the employee's job.
4. Reimbursement shall be as approved upon successful completion of workshops/training programs.

**SECTION 3 - OTHER.** Unpaid days and/or other leaves of absence without pay may be granted at the discretion of the Bay Village Board of Education.

**SECTION 4 - PROCEDURES.** The following procedure shall be followed in requesting a leave of absence without pay:

1. Application for leave of absence without pay must be made to the Superintendent or his designee on forms so provided.
2. The Superintendent or Superintendent Designee shall review each application and determine whether the request and documentation is sufficiently appropriate under the Article and whether the leave of absence without pay shall be granted.
3. Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate building principal, Treasurer/ Superintendent or Superintendent Designee and a record made for the applicant's personnel file.

**SECTION 5.** No benefits that incur an expense to the Board of Education will be granted to an employee while on leave of absence without pay. Provided that the benefit carrier permits, employees on approved leave of absence without

pay may elect to continue in Board approved group benefit plans so long as the employees make immediate election to pay the cost thereof.

**SECTION 6.** Evidence indicating to the Board of Education that leave of absence without pay privileges have been abused may be considered just cause for dismissal from service.

#### **14.5 OAPSE LEAVE**

The Board agrees to permit a pool of up to twelve (12) days annually to be used for OAPSE business with the continuity of salary, excluding any overtime. Leave requests must be submitted in a reasonable period of time on the appropriate form. Conference expenses shall not be reimbursed by the Board of Education. Members may attend the annual District conference which falls on NEOEA Day, without loss of pay. Members who are not scheduled to work on NEOEA Day will not be paid for attending the District conference.

All members will be permitted to attend up to four meetings annually for one hour without loss of pay.

### **ARTICLE XV**

#### **JOB DESCRIPTIONS**

- A. The President of the Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- B. Prior to any change in any job description covered under this Agreement, the President of the Association shall be notified of such changes anticipated and the effective date of such change.

### **ARTICLE XVI**

#### **16.1 PROBATION AND EVALUATION**

- A. All employees shall serve an initial one hundred and twenty (120) working days probationary period. Working days shall be defined as "the period of time the employee is scheduled and working." Breaks and recess shall not be counted as working days. On or about the one hundredth (100th) day the employee will meet with the immediate supervisor to assess the employee's job performance. If the employee's job performance has been found to be satisfactory, he/she shall be employed and their seniority shall be retroactive to their original date of hire.

Probationary employees shall be eligible for any and all benefits contained herein. However, the Board shall have sole discretion to discipline or discharge such initial probationary employees and such action shall not be subject to review through the Grievance Procedure. Probationary employees shall not be discharged or disciplined for Union membership or participation in lawful Union activities. All employees retained beyond their probationary period, shall be subject for dismissal only for just cause.

This procedure expressly supersedes Ohio Revised Code Chapter 124 and Section 3319.

- B. Employees who transfer positions to a job of more responsibility or to a job in a different classification are subject to a 60 working day probation period. The administration may transfer the employee back to their original position if performance is documented to be below expectations and the employee was given instruction, training, and notification of weaknesses by the end of the 40<sup>th</sup> work day. The employee may also opt back into their original position by written notification to the Superintendent's designee prior to the end of the probation period. It is expected that the employee work the full 60 work days in the new position unless otherwise mutually agreed upon.**
- C. All employees will be subject to an annual evaluation to be performed by a designated supervisor during the month of March **and April**. The employee will be provided the opportunity to have a meeting to discuss the evaluation and write comments (if he/she deems this relevant) on the evaluation form prior to signing it. The evaluation form will then be made a part of the employee's personnel file.
- D. With two working days' prior notice employees may view their personnel file with the exception of letters of reference or recommendations which are confidential.

## 16.2 PROGRESSIVE DISCIPLINE

### A. Rules and Discipline

1. The Board retains its right to establish and enforce reasonable rules and regulations governing the conduct of its employees. Such rules and regulations shall not be in conflict with the terms of this Agreement.
2. It is specifically agreed by the Party that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for an employee suspended or terminated under the provisions of this Agreement. In the case of discharge or discipline, any grievance will be automatically filed at [SUPERINTENDENT STEP] of the Grievance Procedure and must be submitted within five (5) working days from the time of the discharge or discipline.
3. Any employee receiving a reprimand or any notice that may be put in his file and used in any disciplinary action procedures, shall be given a copy of said notice. He or she shall have the right to grieve any reprimand given as a result of such notice.
4. Progressive discipline will be followed in dealing with employees. Provided, however, that all discipline shall be for cause, that the employee may grieve any discipline, and that the Superintendent, Building Administrator, or supervisor may initiate action on any step in the procedure, depending upon

the number of incidents, the employee's past and present performance, and the seriousness of the offense.

Step 1 - Oral Reprimand. (Written reports of oral reprimands may be placed in the employee's file but need not be. The Superintendent, Building Administrator or supervisor may keep personal notes regarding oral reprimands.)

Step 2 - Written Reprimand.

Step 3 - Suspension With or Without Pay.

Step 4 - Termination for Just Cause.

### **16.3 ADMINISTRATIVE HEARING PROCEDURES**

- A. The administrative hearing will be conducted by the Superintendent or designee.
- B. The employee will be given a letter announcing the time and place of a hearing; an opportunity to change the hearing time, if necessary; and the letter will state the charges and reason for hearing.
- C. The employee will be notified that they may have union representation of their choice present at the hearing. They must notify the hearing officer of their representative one (1) day prior to the hearing.
- D. A copy of the hearing notice will be sent to the union president, as well as any decision after the hearing.
- E. The supervising administrator requesting the hearing will be present at the hearing, as well as any necessary witnesses needed to provide facts and/or information concerning the hearing.
- F. The hearing officer will render a decision within five (5) working days to the employee and the union president or representative which will state the disciplinary action being taken.

## **ARTICLE XVII**

### **VACATIONS**

Vacation days must be pre-approved by the supervisor of the employee. Vacation days may be approved by the supervisor after the requested date due to extenuating circumstances.

Pursuant to Section 3319.084 of the Ohio Revised Code, regular non-teaching employees (12 month annual contract) who have completed eleven (11) months of employment by July 1, shall be entitled to ten (10) working days of vacation. Such new employees shall receive one (1) working day per month of employment not to exceed 10 days in a 12-month period for less than twelve (12) months of



employment subject to scheduling arrangements developed by the immediate supervisor and Superintendent or Superintendent Designee. Vacation accumulated shall begin the first full month after employment.

Full time employees (12 month annual contract) who complete eight (8) years of service shall be granted fifteen (15) working days of vacation during each subsequent fiscal year of service (July 1 through June 30th). Those completing fifteen (15) years of service shall be granted twenty (20) working days of vacation in each subsequent fiscal year of service. Those completing twenty (20) years of service shall be granted twenty-one (21) working days of vacation in each subsequent fiscal year of service. Those completing twenty-five (25) years of service shall be granted twenty-two (22) working days of vacation in each subsequent fiscal year of service. . Those completing thirty (30) years of service shall be granted twenty-three (23) working days of vacation in each subsequent fiscal year of service.

To be eligible for vacation in the following subsequent year, the employee must have worked 120 days.

Any employee who has a vacation balance at the end of the fiscal year (June 30<sup>th</sup>) may carryover up to ten (10) days into the new fiscal year so long as notice is provided to the Superintendent or Superintendent Designee on or before June 15<sup>th</sup> of that year.

An employee may request unpaid vacation leave with permission of the Superintendent or his/her designee in an unusual circumstance or unique situation provided the employee's work assignment can be adequately covered.

## **ARTICLE XVIII**

### **CALAMITY DAY**

In the event school is closed because of public calamity or severe weather all persons required to report to work on their regularly scheduled shift shall be paid their regular per diem rate plus an additional day's pay or receive one day's compensatory time. Calamity days shall not exceed the number allotted in the Ohio Revised Code. All persons required to report to work shall be paid their regular per diem rate of pay for all calamity days (school closing days) in excess of days permissible pursuant to the Ohio Revised Code.

Employees who report to work on a calamity day and are not required to by the building principal and/or the Superintendent or Superintendent Designee will receive only regular pay for all hours worked.

## **ARTICLE XIX**

### **PHYSICAL EXAMINATION**

New employees shall:

1. Present documented evidence of having had a negative tuberculin test (Mantoux Test 5 TU PPD preferred) taken within ninety days before the first day of work.
2. If a known positive reactor, have a chest x-ray and other appropriate examinations revealing the absence of tuberculosis in a communicable state within 90 days before the first day of work.

The Board shall pay the cost for any required school physicals by Board appointed physicians.

The Superintendent or Superintendent Designee may, at any time, require an employee of the Board to furnish a certificate from a licensed medical physician, stating that he/she is physically and mentally qualified to fulfill required duties. The examination may be made by the employee's own physician; however, the Board reserves the right to designate a physician to make the examination.

If the examination is made by a physician designated by the Board, the expense of the examination shall be paid by the Board. If the applicant or the employee refuses to submit to the examination, he/she shall be considered ineligible for employment or reappointment and shall be notified in writing.

## **ARTICLE XX**

### **NOTIFICATION OF VACANCIES AND NEW POSITIONS**

Principals and/or supervisors will report promptly to the Superintendent or Superintendent Designee any impending vacancy or newly created positions in the bargaining unit covered by the Agreement. The position(s) shall be posted in a conspicuous place in each building for a period of five (5) working days and awarded and filled within thirty (30) working days after the initial posting. This time limit may be extended by mutual agreement of the parties because of extenuating circumstances.

If a position becomes available during the summer months, employees will be notified provided they leave a self-addressed envelope with the Treasurer/ Superintendent or Superintendent Designee and a note attached indicating job classification preference. Employees who are qualified may submit a written application for the vacancy prior to the final day of the posting period.

Reasonable effort shall be made to promote qualified employees within their department/classification. Employees within the classification/department will be considered first. Employees outside of their classification who meet minimum qualifications shall also be given consideration. Employees of the District shall be considered before outside applicants. Interviews will be substantially similar.

Seniority within the classification/department and/or system shall be given consideration in the filling of vacancies.

### **Employment of Retired Individuals**

An individual who has returned from a public retirement system (STRS, SERS, PERS) may be reemployed under the following conditions:

- A. The reemployed individual will be eligible for Board paid health/medical coverage only until he/she is eligible for coverage through their retirement system. He/she will be eligible for life and other insurances offered by the Board provided they are not available through their retirement system or are available only by paying the full cost of such insurances.
- B. Reemployed retired individuals are eligible for sick leave accumulation but are not eligible for severance pay or retirement incentives.
- C. Reemployed classified employees or retirees from other public systems may commence their re-employment with up to fifteen (15) days of sick leave that may be carried forward from their prior employer.

## **ARTICLE XXI**

### **21.1 OCCUPATIONAL SAFETY AND HAZARD**

#### **1. Internal Reporting Process**

The employee shall use the Incident/Observation Form that may be found in the Appendix of this agreement to file a complaint of an alleged health and safety concern. The form shall be sent to their immediate supervisor with a copy to the chairperson of the Health and Safety Committee. The administration shall address the complaint within five (5) business days by removing the employee(s) from the safety or health violation/observation. The administration, if they so deem the violation/observation a health or safety hazard, shall take corrective action within 30 days. If the violation/ observation is not remedied within 30 days, the employee(s) reserves the right to file a complaint with the Ohio Department of Industrial Relations.

#### **2. Right to Reassign**

If an employee reasonably believes that he/she feels imminent danger of death or serious harm, the employee must be paid during the period of refusal of work or if reassigned to other duties shall continue to be paid through regular compensation. If an employee refuses work, he/she may not be discriminated against under Section 4167.06 provided they immediately notify their supervisor and comply with Article A (Internal Reporting).

### **21.2 HEALTH & SAFETY COMMITTEE**

- 1. The Health and Safety Committee may consist of at least one representative from each department recognized by the agreement and representatives from the administration.
- 2. The charge of the Health and Safety Committee shall be to investigate and recommend safety and health changes to the administration and to develop health and safety standards for the District.

3. The committee shall meet a minimum of once a month with 5 days notification to all committee members.
4. The Health and Safety Committee shall receive a copy of all employee notices of occupational observations/incidents and the safety coordinator will be responsible for reporting to the committee at regularly scheduled meetings the corrective actions taken to remedy the observations/ incidents.
5. The Health and Safety Committee shall receive a copy of all employee safety violations and action being taken by immediate supervisor.
6. The Health and Safety Committee shall, through the observation of violations/incidents, recommend appropriate in-service programs for employee groups.

### **21.3 NOTICE OF SAFETY VIOLATION**

Each employee is expected to follow all employment risk reduction standards, regulations and orders and is also expected to follow the District's Safety Rules developed by the Health and Safety Committee and any safety instruction given by a supervisor or building principal. Failure to follow any standard, regulation, order, rule or instruction may result in discipline according to the progressive discipline procedures in Article 16.2.

### **21.4 TOBACCO FREE POLICY**

1. Smoking and use of smokeless tobacco shall be prohibited at all times in all buildings of the District and on District property including Board owned vehicles.
2. The Board is encouraged to adopt a consistent philosophical application of a tobacco prohibition at all events sponsored by the District.
3. No disciplinary action shall be taken against an employee who, in her/his capacity as a citizen, smokes on outdoor school property or at outdoor school events.

## **ARTICLE XXII**

### **PAID HOLIDAYS**

#### **12-MONTH EMPLOYEES (Salaried and/or Hourly)**

Paid holidays shall be:

New Year's Day

Martin Luther King Day

Presidents' Day (If declared a holiday by the Board of Education)

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve  
Christmas Day  
New Year's Eve (1/2 day)

This is a total of eleven and one-half (11-1/2) paid holidays.  
To qualify for paid holidays, the employee must be in a "pay status" the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday.

If a holiday falls on a Saturday or Sunday, the Superintendent or his designee will declare the appropriate weekday on which the holiday will be celebrated.

## **SCHOOL YEAR AND/OR SCHOOL YEAR PLUS EXTENDED SERVICE EMPLOYEES** (Salaried and/or Hourly)

Paid holidays shall be:

New Year's Day  
Martin Luther King Day  
Presidents' Day (If declared a holiday by the Board of Education)  
Good Friday  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day

This is a total of ten (10) paid holidays.

To qualify for paid holidays, the employee must be in a "pay status" the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday. Any employee who is on active pay status the day before and day after July 4th holiday will be compensated with a paid holiday.

## **IN-SERVICE DAY**

NEOEA day shall be one-half work day and one-half in-service day. Only full time employees (7 hours or more) scheduled to work on NEOEA day shall be included in the in-service program(s). Part time employees and/or employees not scheduled to work on NEOEA day may attend in-service programs, but without pay. In classifications where no in-service is planned, employees shall work the regular work day, if scheduled. Part time employees or employees not scheduled to work on NEOEA day who are required to attend in-service shall be paid at their regular rate.

## **HOURS**

### **22.1 CUSTODIAL AND MAINTENANCE EMPLOYEES**

#### **DEFINITION OF WORK DAYS**

On special occasions "during the regular work day" when overtime cannot be avoided and when special project activity may be involved, regular time or compensatory time, if the employee prefers, shall be paid if the employee works

beyond his/her regular hours, but less than forty (40) hours. Beyond the forty (40) hours the employee shall receive time and one-half (1-1/2) the employee's normal rate of pay for any time in excess of forty (40) hours per week.

The working day for full time custodial and maintenance personnel shall be eight hours, for a total of 40 hours a week for 52 weeks of the year.

**Exception: The district may employ two (2) custodians on a part-time basis to accommodate future expansions, the cleaning of the K.T. Allen Building, and/or Glenview.**

When a custodian is absent and a substitute cannot be provided, two (2) hours overtime shall be offered to the custodians on that shift in the affected building.

**A maintenance employee hired after June 30, 2013, may be assigned to flexible work hours from March 1 to June 30. The work day may be flexed up to two (2) hours. The employee will be notified at least one month prior to the change. The employee will be informed of the start date and duration.**

#### **Emergency Bus Driver – CDL Stipend**

**The administration may select up to three individuals each school year from classifications other than bus driver to maintain the necessary licensure to transport students on a school bus. The district will pay for the class fees and associated costs of obtaining the CDL. The on-road training will be paid at the blended rate of the substitute bus driver rate and the employee's current rate. The employee is expected to drive when requested by the transportation supervisor. The transportation supervisor will use a rotation and assign these drivers in emergency situations when available regular and substitute drivers are unavailable. The employee will earn additional income for all hours worked outside of their scheduled regular job work hours at the blended rate of the substitute bus driver rate and the employee's current rate. The administration has sole discretion on the selection of emergency bus drivers and decisions regarding the selection are non-grievable. An employee who does not drive as requested on a consistent basis will not be offered the stipend for the following year. A stipend of \$250.00 will be paid to the employee after the school year ends or the prorated annual amount for employees who earn the CDL after the school year starts. Drivers who are provided with release time by the administration to train will not receive additional compensation.**

#### **MAINTENANCE TOOLS**

The Board of Education shall provide each maintenance employee with a tool set which will contain the following minimum tools: combination wrench set, crescent wrench, channel locks, pliers, needle nose pliers, side cutters, multi driver set, Allen wrench set, torpedo level, 25' tape measure, hammer and tool box with lock.

The Board of Education also agrees to replace worn tools with like quality tools. The employee must maintain and replace all original tools that were provided by the Board that may have been lost, stolen or abused through improper use. The Maintenance Supervisor has the right to check all tool boxes upon request.

## **22.2 FOOD SERVICE EMPLOYEES**

### **DEFINITION OF WORK DAYS**

School year is defined as the days students are in session in accordance with the adopted school calendar.

### **SERIES 2**

Work calendar is 7 hours per day, 5 days per week, for the school year, plus one week extended service for a total of 195 days.

### **SERIES 3 and 4**

Cafeteria workers - hours vary daily. School year plus 2 days extended service for a total of 192 days. School year defined as days that school is in session in accordance with the school calendar.

## **22.3 SECRETARIAL AND CLERICAL EMPLOYEES**

### **DEFINITION OF WORK DAYS**

Salary schedules are based on the number of teacher workdays, plus holidays and extended service days.

The number of teacher workdays will be 185 days beginning 2011-12 school year.

The number of extended service days will be adjusted for each salary schedule to keep the total number of days worked constant.

The working day for all full time secretarial and clerical workers shall be 7-1/2 hours. School offices are open for a minimum of 8-1/2 hours and the building principal shall stagger the one-hour lunch period for secretaries if there is more than one secretary. This is also required if the offices are kept open longer than 8-1/2 hours. On special occasions "during the regular work day" when overtime cannot be avoided, and when a special project activity may be involved, regular time or compensatory time, if the employee prefers, shall be paid if the employee works beyond his/her regular hours, but less than 40 hours. Beyond 40 hours the employee shall receive time and one half (1-1/2) the employee's normal rate of pay for any time in excess of forty (40) hours per week.

**SERIES 2 and 3:** (248-1/2 work days plus 11-1/2 paid holidays) 12-month employees (260 days).

**SERIES 4:** (210 work days plus 10 paid holidays) - (school year plus extended time equaling 220 work days)

**SERIES 5:** (205 work days plus 10 paid holidays) - (school year plus extended time equaling 215 work days)

**SERIES 6:** (195 work days plus 10 paid holidays) - (school year plus extended time equaling 205 work days)

**SERIES 7:** (192 work days plus 10 paid holidays) – (school year plus extended time equaling 202 work days).

## **22.31 LIBRARY ASSISTANTS**

### **DEFINITION OF WORK DAYS**

Salary schedules are based on the number of teacher classroom days, plus holidays and extended service days. The number of teacher class days will be 185 beginning 2011-12.

The number of extended service days will be adjusted for each salary schedule to keep the total number of days worked constant.

The working day for all full time library assistants shall be seven (7) hours. The building principal shall stagger the one-hour lunch period for library assistants if there is more than one assistant. On special occasions “during the regular work day” when overtime cannot be avoided, and when a special project activity may be involved, regular time or compensatory time, if the employee prefers, shall be paid if the employee works beyond his/her regular hours, but less than forty (40) hours. Beyond forty (40) hours the employee shall receive time and one-half (1-1/2) the employee’s normal rate of pay for any time in excess of forty (40) hours per week.

**SERIES 1:** (195 work days plus 10 paid holidays) - (school year plus extended time equaling 205 work days).

**SERIES 2:** (192 work days plus 10 paid holidays) - (school year plus extended time equaling 202 days).

## **22.4 TRANSPORTATION EMPLOYEES**

### **DEFINITION OF WORK DAYS**

School bus and van drivers’ hours per day will vary by assignment, but all are assigned to drive each day students are in school. If Bay Village Schools are closed for a calamity day or scheduled legal holiday, no driver shall be required to drive an in town or out of town route.

All field trips shall be paid from 15 minutes before scheduled leave time to 15 minutes after the time of final return when pre-trip and post trips are required, unless more time is required for clean-up. The 15 minutes before shall be used for the required CDL pre-trip inspection. The 15 minutes after the final return shall be used to clean and inspect the interior and exterior of the vehicle and to refuel the vehicle.



## **22.41 REGULAR ROUTE BID PROCESS**

Bidding shall take place at least TEN (10) DAYS prior to the first day of school. All drivers will be notified in writing as to the date and time bidding is to take place. A driver unable to attend the meeting may submit a written notice of his/her choice(s). He/she will be assigned by the transportation supervisor to the first choice available at his/her turn to pick. Any regular route that continues beyond the end of the regular school year will be bid in rotation.

The bidding will start with the senior driver and follow down the list. Seniority is defined in Article 22.44.

Known bid routes will be available to view at the transportation garage at least one week prior to the scheduled bid meeting.

During the bid meeting, all drivers shall take no more than five (5) minutes to respond during their turn in the rotation.

## **22.42 DEFINING REGULAR ROUTES**

Regular routes shall be defined as services provided to any Bay Village school or any school outside the city limits as approved by the Bay Village Board of Education including morning and afternoon runs, midday or any combination thereof including established mail/ payroll service run(s). Special transportation runs, provided drivers and vehicles are available, and it is cost efficient shall also be included.

Once the driving times have been finalized, the driver's appropriate rate of pay will be based upon the finalized route time. If the finalized route time increases or DECREASES, the daily rate of pay will be adjusted accordingly. Drivers who drive routes that are temporarily altered or changed shall be paid the regular daily rate FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS provided they report to work and perform transportation duties.

Drivers are to route in the most time efficient manner. Drivers are required to maintain accurate records and clearly indicate which students are riding the bus. Drivers are required to report to the transportation supervisor within two weeks, any stops that are on the route but do not have regular riders each day.

In the event a vacancy of an existing position or a new position becomes available during the school year, that route and the first subsequent opening shall be posted and awarded by seniority. Any further openings as a result of this bidding shall be posted and only drivers whose regular daily route is 30 minutes or more below that of the vacated routes may bid on the opening.

If a driver on a regular route is eligible for board payment of any portion of health insurance and related benefits and if that driver enrolls in the health insurance program, should a reduction in hours on October 1<sup>st</sup> or thereafter cause them to

drop below the minimum hours for coverage, the coverage and district share of the premium will be maintained for the balance of the contract year.

Van Routes:

Up to three vans may be used on regular routes as permitted by law.

**22.43 FIELD TRIPS**

The Supervisor of Transportation shall establish one rotation schedule based on seniority for drivers for co-curricular and extra-curricular trips. Drivers may bid on these trips when not assigned to a regular route.

- A.** Regular field trip assignments start the first week the supervisor begins to post trips. Seniority will be used to establish the rotation for assignments. The first week will begin with the most senior driver and there will be a continuing rotation each posting to follow. Each subsequent week the next senior driver starts the bidding rotation.

Drivers who would be awarded posted field trips that would tentatively raise their work hours to more than 40 hours for the week will be skipped in the rotation for an individual trip until all other drivers have reached tentative hours of 40 as affected by the individual trip in the rotation.

Trips for the following week shall be posted by Tuesday, bid on drivers by 4:00 P.M. Wednesday, and awarded Friday afternoon by the Supervisor of Transportation. Drivers wishing to be considered for emergency trips shall inform the Supervisor of their availability at the start of the school year.

- B.** A driver may choose more than one (1) trip per day. Return time expected from the first trip should be at least two (2) hours before the start of the second trip unless the first trip is 10 miles or less and is expected to return on schedule as determined by the transportation supervisor.

There will be no trading of trips. Absence from work due to illness, death in the immediate family or approved personal business leave shall be the only reason for giving up a trip. Drivers who surrender a trip for other reasons shall be ineligible for all field trips in the next full rotation unless the reason is approved by the transportation supervisor. The decision of the supervisor is not grievable.

- C.** Field Trips/Van Drivers

Vans may be used for field trips under the following conditions:

- 1.) Vans may be used to transport a maximum of ten (10) students per field trip.
- 2.) Trips on vans with 1-8 students shall be posted and bid on by van drivers first. If the van drivers are unable or do not choose to drive the trip; then certified coaches shall be eligible to drive the trip. If coaches do not choose to drive the trip, the bus drivers will be eligible to bid on and shall be paid at the bus driver rate.

- 3.) Trips on vans with 9 or more students and/or two or more vans, shall be posted and bid on by van drivers first. If van drivers choose not to drive the trip, then bus drivers will be eligible to bid on the trip and paid at their bus driver rate. If bus drivers do not choose to drive the trip, then coaches shall be eligible to drive the trip.
- 4.) In case of an emergency or trips received after the weekly awarding of trip(s) any trips received shall be assigned by the Supervisor of Transportation. The Supervisor will make a reasonable effort to assign these trips to available drivers with fewer hours in the given week.

**D.** Drivers who are awarded a field trip that is cancelled will be re-assigned the trip if it is re-scheduled. If the driver takes the re-scheduled trip, the trip will not affect the rotation for new trip assignments. If the driver declines the reassigned trip for any reason the trip will be assigned to a substitute driver.

Field trips where the district may seek a volunteer to drive a bus or van are limited to Bay Village community events such as the Homecoming Parade and Memorial Day Parade.

The Board of Education shall purchase and maintain two (2) cellular phones with roaming service for the Transportation Department to be used by bus drivers when they are out of range for their radios to be effective.

## **22.44 SENIORITY**

For purposes of defining seniority for Article 22.41 and 22.42, seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in the Transportation classification. In the case of identical seniority, the date on the individual's original application form shall prevail. If the tie is not broken by the date on the application form, then the flip of a coin shall be used.

## **22.45 A DRUG AND ALCOHOL TESTING**

.01 Both the Union and Board recognize illegal drug usage and impairment due to alcohol are threats to the safety of our employees, students and the public. The goal of the drug and alcohol testing program is prevention of abuse, the dangers arising there from, in-servicing the holders of a commercial driver's license (C.D.L.) and where possible, rehabilitation.

### **.02 Requirements**

Effective January 1, 1996, employees holding a commercial driver's license (C.D.L.) will be required to submit to a drug and alcohol test when the employee is involved in an accident involving the loss of human life, or if the driver receives a citation for a moving traffic violation as a result of the accident, or where the employee's supervisor or other administrator trained in the detection of alcohol and drug use has a reasonable suspicion that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including but not limited to, impaired performance of job duties and responsibilities. Further, in accordance with the Omnibus Transportation Employee

Testing Act of 1991 and its implementing regulations, employees or applicants holding C.D.L.'s may be subject to pre-employment, return to duty, and random drug and alcohol testing in accordance with the "Act" and its regulations.

.03 Testing Procedures

Testing procedures for alcohol shall be a screening test with a result of 0.02 or greater resulting in disciplinary action outlined in this agreement. For controlled substance testing, a second analytical procedure is necessary to identify the presence of a specific drug(s) (cocaine, marijuana, opiates, amphetamines and phencyclidine). Such alcohol and drug testing and analysis shall be done by a substance abuse professional determined by the Board of Education. A substance abuse professional is defined as a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. The testing laboratory used for such tests shall meet the requirements set forth in 49 Code of Federal Regulations Part 40.

.04 Random Testing

The random test employee group shall be the aggregate of all employees who hold a valid Commercial Driver's License (C.D.L.) including regular drivers, substitute drivers and mechanics. The minimum annual percentage rate of random testing shall be 25% of the average size of this group annually for alcohol testing and 50% for controlled substance abuse. The random selection process shall insure that each employee shall have an equal chance of being tested each time selections are made. The employer shall ensure that random drug tests are unannounced and that the dates for administering these tests are spread reasonably throughout the calendar year. Upon notification each driver must proceed to the test site immediately or, if performing safety-sensitive functions, as soon as possible. If testing is required, drivers will be given one hour of paid time at the employee's hourly rate for the testing process. (To be reviewed annually.) Drivers will be tested just before or just after the performance of safety-sensitive functions.

.05 Discipline

An employee who has an alcohol test reading of 0.02 to 0.04 shall be subject to the discipline policy of 16.2 of the negotiated agreement. A first violator of a reading of 0.02 to 0.04 shall result in a written reprimand and shall be required to enroll in any employee assistance program approved by the Superintendent or Superintendent Designee. If the employee has a second offense of 0.02 or higher, he or she will be subject to Step 3 of Article 16.2 which is suspension without pay or Step 4 - termination for just cause. If the employee is not terminated, he/she will be required to enroll in an employee assistance program approved by the Superintendent or Superintendent Designee and may be required to undergo alcohol testing beyond random testing procedures.

An employee who has an alcohol testing reading of over 0.04 shall be immediately removed from a safety sensitive position, required to enroll in an alcohol assistance program approved by the Superintendent or Superintendent Designee and be suspended without pay until the completion of that program. The employee shall

also be subject to periodic alcohol testing beyond random testing procedures. A second offense of any reading of 0.02 or higher shall subject the employee to Level 4 of Article 16.2 - termination for just cause.

If an employee tests positive for a controlled substance, he/she will be subject to termination.

No employer (including the Bay Village Board of Education) shall permit a driver who refuses to submit to such alcohol and drug tests to perform or continue to perform safety sensitive functions. (382.211)

Drug and alcohol tests may be required for the following reasons:

- a. A post accident alcohol or drug test.
- b. A random alcohol or drug test.
- c. A reasonable suspicion alcohol or drug test.
- d. A follow up alcohol or drug test requested by the employer.

An employee may be excused from alcohol and drug testing for the following reasons only:

- a. If a driver is randomly selected and has a scheduled field trip or co-curricular trip at the time of testing.
- b. If a driver is randomly selected and has a conflict (i.e. doctor, dentist or other appointment that cannot be reasonably rescheduled). Documentation of a prior commitment and supervisor approval is necessary to waive testing for such a conflict.

A driver who retains his or her employment after testing positive shall not return to the performance of any safety-sensitive functions until the driver, at a minimum, meets the following requirements:

- a. Evaluation by a substance abuse professional, who shall determine what assistance, if any, the employee needs;
- b. Completion of any rehabilitation prescribed by the substance abuse professional;
- c. Return-to-duty testing; and
- d. Upon the driver's return to duty, unannounced follow-up tests as directed by the substance abuse professional.
- e. Compliance with the prescribed treatment and passing the test(s) will not guarantee a right of reemployment. Rather, these requirements will be preconditions the employee must meet in order to perform safety sensitive functions.

#### .06 Post Accident Testing

If a driver is involved in performing a safety-sensitive function, is involved in an accident that results in loss of life or if the driver receives a citation for a moving traffic violation arising from an accident, he/she will be subject to alcohol and drug testing. Alcohol test must be administered within two hours and controlled substance tests within thirty-two hours.

#### .07 In-Service

The Board of Education shall provide adequate in-service for all C.D.L. holders employed by the Board, (regular and substitutes, mechanics) on the general provisions of the alcohol and drug testing laws and shall provide each C.D.L. holder a copy of such provisions. The Board shall, in addition to requiring pre-employment

drug testing, provide all new drivers in-service on the general provisions of the alcohol and drug testing laws.

## **22.45B Reasonable Suspicion**

All employees except holders of a CDL who are bound by the provisions of 22.45 A who appears to be under the influence of alcohol or drugs are required to conduct a test within one-half hour of being requested by the administration. The Superintendent or designee must confirm the reasonable suspicion of the employee before a test is requested.

The employee will be transported to the districts' preferred medical facility by a district administrator or supervisor.

## **22.46 RE-CERTIFICATION STIPEND**

Transportation employees and employees required to hold a commercial driver's license who successfully complete re-certification shall be eligible for a stipend of \$ 400 in the year they complete their re-certification. Proof of certification shall be submitted with their timesheets for payment in the following pay period. The course is paid by the school district. The stipend is paid in lieu of payment for hours worked at the training as the hours needed for re-certification vary from driver to driver.

## **22.47 SHOW-UP TIME**

Drivers will be awarded two (2) hours of pay if they report on a non-school day and the trip is cancelled.

## **22.5 LUNCH PERIOD AND BREAK TIME**

All employees working five (5) consecutive hours or more shall have a minimum of thirty (30) minutes duty free unpaid lunch period. The lunch period shall not be considered part of the assigned day. If an employee's lunch period is interrupted due to an emergency situation by the supervisor or administrator in charge, the employee shall resume his lunch period immediately after the "emergency situation" has been rectified.

All employees working a minimum of four (4) hours and a maximum of six (6) hours shall receive one (1) ten minute paid break. Employees scheduled to work six (6) hours or more shall be entitled to two (2) ten minute paid breaks.

## **ARTICLE XXIII**

### **REDUCTION IN FORCE**

#### **23.1 REDUCTION IN FORCE (R.I.F.)**

In the event it becomes necessary to abolish or reduce in the classified staff of the Bay Village City Schools due to lack of funds, lack of work or such other reasons as the law may allow, such position shall be abolished and such employee shall be laid off in accordance with this provision which supersedes Ohio Revised Code Chapter 124 and Section 3319.

The Bay Village Board of Education will make a reasonable effort to minimize the number of personnel laid off. This effort will be accomplished, whenever it is feasible, by not employing replacements of those who resign, retire or vacate a position.

#### **A. SENIORITY - CLASSIFIED**

The Board of Education shall recognize seniority when reduction does take place. Seniority shall be defined as follows:

1. **System Seniority:** System seniority shall be defined as the uninterrupted length of continuous service in a classification in the Bay Village City Schools.
2. **Classified Seniority:** Classified seniority shall be defined as the uninterrupted length of continuous service in the Bay Village City Schools in the following classifications:
  - a. Custodial
  - b. Maintenance
  - c. Cafeteria
  - d. Secretarial/Clerical
  - e. Transportation

#### **B. TRANSFER**

An employee who transfers from one classification to another must have worked a minimum of two years in the new classification in order to be eligible for accumulative system-wide seniority in his/her old classification while starting at the bottom of the seniority scale in a new classification and having less than two years' service in the new classification. If an employee in a classified job classification transfers into a position in a different classified job classification (i.e., secretary to library assistant), the length of service in the classified job classification shall be counted for the purpose of seniority.

#### **C. REDUCTION PROCEDURE**

If a position is eliminated, the employee in the eliminated position has the right, by exercising his/her system seniority as defined in the above definition of seniority, to bump the least senior employee within his/her classification series.

The least senior employee on the seniority list in a layoff classification who is bumped then has the right to bump into a lower classification series where there is a person with less seniority. The last person on the seniority list, who is bumped, will go on the layoff list.

If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification series, that employee will automatically be placed on the layoff list.

Employees will not be permitted to bump into a higher classification series. Bumping into a lower classification series will automatically place the employee on their present step in the new salary classification subdivision.

#### **D. NOTIFICATION**

Thirty days prior to the effective date of a reduction-in-force, the Board shall prepare and post in a conspicuous place in each building a list containing job titles and under each job title a list of the employees with their seniority date, who are presently employed by the Board, with an indication of which employees are to be laid off. Any employee to be laid off will also be given written notice of such layoff, which will also include the effective date of layoff.

#### **E. BUMPING INTO A DIFFERENT CLASSIFICATION**

An employee may not bump into another classification unless the employee has classification seniority within the classification that he/she wishes to bump into. Employees who have been bumped out of their classification have the opportunity to bid on job openings in any classification if they should become available.

#### **F. SENIORITY TIES**

If two or more employees within a classification have equal seniority, their job efficiency based on the employee's evaluation shall determine the bumping order. If through the evaluation process ties still remain, a coin flip will determine the bumping order.

#### **G. RECALL**

A recall list of employees within each classification in which layoffs occur shall be maintained and employees shall be reemployed in the reverse order of layoff. A person on layoff shall maintain recall rights for a period of two years from the date of layoff, provided the employee keeps the Board of Education informed as to current mailing address and telephone number.

If the employee declines any job offered in his/her job classification, the employee's name will be removed from the recall list.

#### **H. LAYOFF CLASSIFICATIONS**

The following classifications and position rank in each classification series are established for administering reductions, layoffs, bumping and recall:

##### **1. Custodial Classification Series**

- a. Head Custodian - High School
- b. Head Custodian - Middle School
- c. 3-11 p.m. Supervisor; Head Elementary
- d. Other regular scheduled custodians



2. **Maintenance Classification Series**
  - a. Maintenance Specialist, Vehicle Service Specialist
  - b. Regular Maintenance Employees
3. **Transportation Classification**
  - a. Bus Drivers
  - b. Van Drivers
4. **Cafeteria Classification Series**
  - a. Senior High Manager
  - b. Middle School Manager
  - c. Cafeteria Worker
5. **Secretarial/Clerical Classification Series**
  - a. Classification Series/2 - (260 days)
  - b. Classification Series/3 - (260 days)
  - c. Classification Series/4 - (220 days)
  - d. Classification Series/5 - (215 days)
  - e. Classification Series/6 - (205 days)
6. **Library Assistants Classification Series**
  - a. Library Assistants

## **ARTICLE XXIV**

### **24.1 EMPLOYER "PICK-UP" OF "OTHER NON-TEACHING" EMPLOYEE RETIREMENT CONTRIBUTION**

With the "other non-teaching" employees of the Bay Village City Schools requesting that the Board of Education of the Bay Village City School District implement the "pick-up" of the "other non-teaching" employees required contributions to the School Employee's Retirement System (SERS) and with the Board of Education having agreed to do so the Treasurer is hereby authorized, effective January 1, 1984, to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each "other non-teaching" employee's contribution to SERS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the "other non-teaching" employee shall be treated as a deferred salary from the contract salary or hourly wages otherwise payable to such "other non-teaching" employee in cash.

The Treasurer is also directed to prepare and distribute an addendum to each "other non-teaching" employee's contract which states (1) that the employee's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked up" by the Board on behalf of the employee; (2) that the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each "other non-teaching" employee; and (3) that sick leave, severance, vacation, appropriate supplemental and extended

service pay shall be calculated upon both the cash salary component and “pick-up” component of the employee’s restated salary.

The Board’s total combined expenditures for employee’s total contract salaries or hourly wages payable pursuant hereto, (including “pick-up” amounts) and its employer contribution to SERS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect.

The Board shall compute and remit its employer contributions to SERS based upon total contract 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 contract salary 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 contract salary, including the amount of the “pick-up”. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

**BAY VILLAGE CITY SCHOOL DISTRICT**

**CUSTODIAL EMPLOYEES  
8 hr./Day**

SERIES	1 HD CUST HIGH SCH 260	2 HD CUST MID SCH 260	3 SUPV. 3 TO 11 260	4 HD CUST ELEM 260	5 NIGHT 11 TO 7 260	6 CUST 260
START SAL	37,869	35,308	34,199	34,199	31,964	31,461
1	37869 18.21	35308 16.98	34199 16.44	34199 16.44	31964 15.37	31461 15.13
2	39270 18.88	36614 17.6	35464 17.05	35464 17.05	33147 15.94	32625 15.69
3	40723 19.58	37969 18.25	36777 17.68	36777 17.68	34373 16.53	33832 16.27
4	42230 20.30	39374 18.93	38137 18.34	38137 18.34	35645 17.14	35084 16.87
5	43792 21.05	40831 19.63	39548 19.01	39548 19.01	36964 17.77	36382 17.49
6	45413 21.83	42342 20.36	41012 19.72	41012 19.72	38331 18.43	37728 18.14
7	47093 22.64	43908 21.11	42529 20.45	42529 20.45	39750 19.11	39124 18.81
8	48835 23.48	45533 21.89	44103 21.20	44103 21.20	41220 19.82	40572 19.51
9	50642 24.35	47218 22.70	45734 21.99	45734 21.99	42746 20.55	42073 20.23
10	52516 25.25	48965 23.54	47427 22.80	47427 22.80	44327 21.31	43630 20.98
11	54459 26.18	50776 24.41	49181 23.64	49181 23.64	45967 22.10	45244 21.75
Long. 12	56909.66 27.36	53060.92 25.51	51394.15 24.71	51394.15 24.71	48035.52 23.09	47279.98 22.73
Long. 16	59186.05 28.45	55183.36 26.53	53449.92 25.70	53449.92 25.70	49956.94 24.02	49171.18 23.64
Long. 20	61553.49 29.59	57390.69 27.59	55587.92 26.72	55587.92 26.72	51955.22 24.98	51138.03 24.59
Long. 25	63707.86 30.63	59399.36 28.56	57533.5 27.66	57533.5 27.66	53773.65 25.85	52927.86 25.45

7/1/2013  
\*\*hourly rate

**BAY VILLAGE CITY SCHOOL**

**CUSTODIAL EMPLOYEES**

**8 hr./Day**

SERIES	1 HD CUST HIGH SCH 260	2 HD CUST MID SCH 260	3 SUPV. 3 TO 11 260	4 HD CUST ELEM 260	5 NIGHT 11 TO 7 260	6 CUST 260
START SAL	38,626	36,014	34,883	34,883	32,603	32,090
1	38626 18.57	36014 17.31	34883 16.77	34883 16.77	32603 15.67	32090 15.43
2	40055 19.26	37347 17.96	36174 17.39	36174 17.39	33809 16.25	33277 16
3	41537 19.97	38728 18.62	37512 18.03	37512 18.03	35060 16.86	34509 16.59
4	43074 20.71	40161 19.31	38900 18.7	38900 18.7	36357 17.48	35785 17.2
5	44668 21.47	41647 20.02	40339 19.39	40339 19.39	37703 18.13	37109 17.84
6	46321 22.27	43188 20.76	41832 20.11	41832 20.11	39098 18.80	38483 18.50
7	48034 23.09	44786 21.53	43380 20.86	43380 20.86	40544 19.49	39906 19.19
8	49812 23.95	46443 22.33	44985 21.63	44985 21.63	42044 20.21	41383 19.90
9	51655 24.83	48162 23.15	46649 22.43	46649 22.43	43600 20.96	42914 20.63
10	53566 25.75	49944 24.01	48375 23.26	48375 23.26	45213 21.74	44502 21.40
11	55548 26.71	51792 24.90	50165 24.12	50165 24.12	46886 22.54	46148 22.19
Long. 12	58047.66 27.91	54122.64 26.02	52422.43 25.20	52422.43 25.20	48995.87 23.56	48224.66 23.18
Long. 16	60369.57 29.02	56287.55 27.06	54519.33 26.21	54519.33 26.21	50955.70 24.50	50153.65 24.11
Long. 20	62784.35 30.18	58539.05 28.14	56700.1 27.26	56700.1 27.26	52993.93 25.48	52159.8 25.08
Long. 25	64981.80 31.24	60587.92 29.13	58684.6 28.21	58684.6 28.21	54848.72 26.37	53985.39 25.95

7/1/2014

\*\*hourly rate

**BAY VILLAGE CITY  
SCHOOL DISTRICT  
CUSTODIAL  
EMPLOYEES**

**8 hr./Day**

SERIES	1 HD CUST HIGH SCH 260	2 HD CUST MID SCH 260	3 SUPV. 3 TO 11 260	4 HD CUST ELEM 260	5 NIGHT 11 TO 7 260	6 CUST 260
START SAL	39,302	36,644	35,493	35,493	33,174	32,652
1	39302 18.9	36644 17.62	35493 17.06	35493 17.06	33174 15.95	32652 15.7
2	40756 19.59	38000 18.27	36806 17.7	36806 17.7	34401 16.54	33860 16.28
3	42264 20.32	39406 18.95	38168 18.35	38168 18.35	35674 17.15	35113 16.88
4	43828 21.07	40864 19.65	39580 19.03	39580 19.03	36994 17.79	36412 17.51
5	45450 21.85	42376 20.37	41045 19.73	41045 19.73	38363 18.44	37759 18.15
6	47131 22.66	43944 21.13	42563 20.46	42563 20.46	39782 19.13	39156 18.83
7	48875 23.50	45570 21.91	44138 21.22	44138 21.22	41254 19.83	40605 19.52
8	50683 24.37	47256 22.72	45771 22.01	45771 22.01	42781 20.57	42108 20.24
9	52559 25.27	49004 23.56	47465 22.82	47465 22.82	44364 21.33	43666 20.99
10	54503 26.20	50817 24.43	49221 23.66	49221 23.66	46005 22.12	45281 21.77
11	56520 27.17	52698 25.34	51042 24.54	51042 24.54	47707 22.94	46957 22.58
Long. 12	59063.40 28.40	55069.41 26.48	53338.89 25.64	53338.89 25.64	49853.82 23.97	49070.07 23.59
Long. 16	61425.94 29.53	57272.19 27.53	55472.45 26.67	55472.45 26.67	51847.97 24.93	51032.87 24.54
Long. 20	63882.98 30.71	59563.08 28.64	57691.35 27.74	57691.35 27.74	53921.89 25.92	53074.18 25.52
Long. 25	66118.88 31.79	61647.79 29.64	59710.55 28.71	59710.55 28.71	55809.16 26.83	54931.78 26.41

7/1/2015  
\*\*hourly rate

**BAY VILLAGE CITY SCHOOL  
DISTRICT  
BAY VILLAGE, OHIO  
FOOD SERVICE WORKERS**

SERIES	2	3	4
	MS MGR 7 HRS/DAY 195	HS CREW LEADER 192	CAF WKR 192
START SAL	18,769	12.41	11.14
1	18,769 13.75	12.41	11.14
2	19,801 14.51	13.09	11.75
3	20,890 15.30	13.81	12.40
4	22,039 16.15	14.57	13.08
5	23,251 17.03	15.37	13.80
6	24,530 17.97	16.22	14.56
7	25,880 18.96	17.11	15.36
Long. 12	27044.6 19.81	17.88	16.05
Long. 16	28126.38 20.61	18.6	16.69
Long.20	29251.44 21.43	19.34	17.36
Long.25	30275.24 22.18	20.02	17.97

7/1/2013

**BAY VILLAGE CITY SCHOOL  
DISTRICT  
BAY VILLAGE, OHIO**

**FOOD SERVICE WORKERS**

SERIES	2	3	4
	MS MGR 7 HRS/DAY 195	HS CREW LEADER 192	CAF WKR 192
START SAL	19,144	12.66	11.36
1	19,144 14.02	12.66	11.36
2	20,197 14.80	13.36	11.98
3	21,308 15.61	14.09	12.64
4	22,480 16.47	14.87	13.34
5	23,716 17.37	15.68	14.07
6	25,020 18.33	16.55	14.85
7	26,397 19.34	17.46	15.66
Long. 12	27584.87 20.21	18.25	16.36
Long. 16	28688.26 21.02	18.98	17.01
Long.20	29835.79 21.86	19.74	17.69
Long.25	30880.04 22.62	20.43	18.31

7/1/2014

**BAY VILLAGE CITY SCHOOL  
DISTRICT  
BAY VILLAGE, OHIO**

**FOOD SERVICE WORKERS**

SERIES	2	3	4
	MS MGR 7 HRS/DAY 195	HS CREW LEADER 192	CAF WKR 192
START SAL	19,479	12.88	11.56
1	19,479 14.27	12.88	11.56
2	20,550 15.06	13.59	12.20
3	21,681 15.88	14.34	12.87
4	22,873 16.76	15.12	13.57
5	24,131 17.68	15.96	14.32
6	25,458 18.65	16.83	15.11
7	26,858 19.68	17.76	15.94
Long. 12	28066.61 20.56	18.56	16.66
Long. 16	29189.27 21.38	19.3	17.33
Long.20	30356.84 22.24	20.07	18.02
Long.25	31419.33 23.02	20.77	18.65

7/1/2015



**BAY VILLAGE CITY  
SCHOOL DISTRICT**

**LIBRARY  
ASSISTANT  
7 HR./DAY**

SERIES	1	SERIES	1	HOURLY
	<u>205</u>		<u>202</u>	202/205
START SAL	19,540		19,248	13.62
1	19,540	1	19,248	13.62
2	20,263	2	19,960	14.12
3	21,013	3	20,699	14.65
4	21,790	4	21,465	15.19
5	22,596	5	22,259	15.75
6	23,432	6	23,082	16.33
7	24,299	7	23,936	16.94
8	25,199	8	24,822	17.56
9	26,131	9	25,740	18.20
10	27,098	10	26,693	18.87
Long. 12	28,317.41	Long. 12	27,894.19	19.72
Long. 16	29,450.11	Long. 16	29,009.96	20.51
Long. 20	30,628.11	Long. 20	30,170.36	21.33
Long. 25	31,700.09	Long. 25	31,226.32	22.08

7/1/2013

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**LIBRARY ASSISTANT  
7 HR./DAY**

SERIES	1		SERIES	1	HOURLY
	<b><u>205</u></b>			<b><u>202</u></b>	202/205
START SAL	19,931			19,633	13.89
1	19,931		1	19,633	13.89
2	20,668		2	20,359	14.40
3	21,433		3	21,113	14.94
4	22,226		4	21,894	15.49
5	23,049		5	22,704	16.06
6	23,901		6	23,544	16.66
7	24,786		7	24,415	17.27
8	25,703		8	25,318	17.91
9	26,654		9	26,255	18.57
10	27,640		10	27,227	19.26
Long. 12	28,883.80		Long. 12	28,452.22	20.13
Long. 16	30,039.15		Long. 16	29,590.31	20.94
Long. 20	31,240.72		Long. 20	30,773.92	21.78
Long. 25	32,334.15		Long. 25	31,851.01	22.54
7/1/2014					

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**LIBRARY ASSISTANT  
7  
HR./DAY**

SERIES	1	SERIES	1	HOURLY
	<b><u>205</u></b>		<b><u>202</u></b>	202/205
START SAL	20,280		19,977	14.13
1	20,280	1	19,977	14.13
2	21,030	2	20,716	14.65
3	21,808	3	21,483	15.19
4	22,615	4	22,278	15.76
5	23,452	5	23,102	16.34
6	24,320	6	23,957	16.94
7	25,220	7	24,843	17.57
8	26,153	8	25,762	18.22
9	27,121	9	26,715	18.89
10	28,124	10	27,704	19.59
Long. 12	29,389.58	Long. 12	28,950.68	20.47
Long. 16	30,565.16	Long. 16	30,108.71	21.29
Long. 20	31,787.77	Long. 20	31,313.06	22.14
Long. 25	32,900.34	Long. 25	32,409.02	22.91
7/1/2015				

**BAY VILLAGE CITY SCHOOL DISTRICT  
MAINTENANCE WORKERS/BUILDINGS &  
GROUNDS  
8 HR./DAY**

SERIES	3 M/V SPEC 260	4 M/WKR  260
START SAL	38,150	34,126
1	38,150 <i>18.34</i>	34,126 <i>16.41</i>
2	39,562 <i>19.02</i>	35,389 <i>17.01</i>
3	41,025 <i>19.72</i>	36,698 <i>17.64</i>
4	42,543 <i>20.45</i>	38,056 <i>18.30</i>
5	44,117 <i>21.21</i>	39,464 <i>18.97</i>
6	45,750 <i>22.00</i>	40,924 <i>19.68</i>
7	47,442 <i>22.81</i>	42,438 <i>20.40</i>
8	49,198 <i>23.65</i>	44,009 <i>21.16</i>
9	51,018 <i>24.53</i>	45,637 <i>21.94</i>
10	52,906 <i>25.44</i>	47,325 <i>22.75</i>
11	54,863 <i>26.38</i>	49,076 <i>23.59</i>
Long. 12	57,331.84 <i>27.56</i>	51,284.42 <i>24.66</i>
Long. 16	59,625.11 <i>28.67</i>	53,335.80 <i>25.64</i>
Long. 20	62,010.11 <i>29.81</i>	55,469.23 <i>26.67</i>
Long.25	64,180.46 <i>30.86</i>	57,410.65 <i>27.60</i>

7/1/2013

**BAY VILLAGE CITY SCHOOL DISTRICT  
MAINTENANCE WORKERS/BUILDINGS &  
GROUNDS  
8 HR./DAY**

SERIES	3 M/V SPEC 260	4 M/WKR  260
START SAL	38,913	34,809
1	38,913 <i>18.71</i>	34,809 <i>16.74</i>
2	40,353 <i>19.40</i>	36,097 <i>17.35</i>
3	41,846 <i>20.12</i>	37,433 <i>18.00</i>
4	43,394 <i>20.86</i>	38,818 <i>18.66</i>
5	45,000 <i>21.63</i>	40,254 <i>19.35</i>
6	46,665 <i>22.43</i>	41,743 <i>20.07</i>
7	48,391 <i>23.27</i>	43,288 <i>20.81</i>
8	50,182 <i>24.13</i>	44,889 <i>21.58</i>
9	52,038 <i>25.02</i>	46,550 <i>22.38</i>
10	53,964 <i>25.94</i>	48,273 <i>23.21</i>
11	55,961 <i>26.90</i>	50,059 <i>24.07</i>
Long. 12	58,479.25 <i>28.12</i>	52,311.66 <i>25.15</i>
Long. 16	60,818.42 <i>29.24</i>	54,404.13 <i>26.16</i>
Long. 20	63,251.16 <i>30.41</i>	56,580.30 <i>27.20</i>
Long.25	65,464.95 <i>31.47</i>	58,560.61 <i>28.15</i>

7/1/2014

**BAY VILLAGE CITY SCHOOL DISTRICT  
MAINTENANCE WORKERS/BUILDINGS &  
GROUNDS  
8 HR./DAY**

SERIES	3 M/V SPEC 260	4 M/WKR  260
START SAL	39,594	35,418
1	39,594 <i>19.04</i>	35,418 <i>17.03</i>
2	41,059 <i>19.74</i>	36,728 <i>17.66</i>
3	42,578 <i>20.47</i>	38,087 <i>18.31</i>
4	44,154 <i>21.23</i>	39,497 <i>18.99</i>
5	45,787 <i>22.01</i>	40,958 <i>19.69</i>
6	47,481 <i>22.83</i>	42,473 <i>20.42</i>
7	49,238 <i>23.67</i>	44,045 <i>21.18</i>
8	51,060 <i>24.55</i>	45,675 <i>21.96</i>
9	52,949 <i>25.46</i>	47,365 <i>22.77</i>
10	54,908 <i>26.40</i>	49,117 <i>23.61</i>
11	56,940 <i>27.38</i>	50,934 <i>24.49</i>
Long. 12	59,502.30 <i>28.61</i>	53,226.03 <i>25.59</i>
Long. 16	61,882.39 <i>29.75</i>	55,355.07 <i>26.61</i>
Long. 20	64,357.69 <i>30.94</i>	57,569.27 <i>27.68</i>
Long.25	66,610.21 <i>32.02</i>	59,584.19 <i>28.65</i>

7/1/2015

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**SECRETARIAL AND CLERICAL  
WORKERS  
7 1/2 HR./ DAY**

SERIES	Head Secretary		4	5	6	7
	2	3				
	260	260	220	215	205	202
START SAL	30,909	29,120	25,359	22,994	20,692	19,921
1	30909 15.85	29120 14.93	25359 15.37	22994 14.26	20692 13.46	19921 13.15
2	32053 16.44	30197 15.49	26297 15.94	23845 14.79	21458 13.96	20658 13.64
3	33239 17.05	31315 16.06	27270 16.53	24727 15.33	22252 14.47	21422 14.14
4	34468 17.68	32473 16.65	28279 17.14	25642 15.90	23075 15.01	22215 14.66
5	35744 18.33	33675 17.27	29326 17.77	26591 16.49	23929 15.56	23037 15.21
6	37066 19.01	34921 17.91	30411 18.43	27575 17.10	24814 16.14	23889 15.77
7	38438 19.71	36213 18.57	31536 19.11	28595 17.73	25732 16.74	24773 16.35
8	39860 20.44	37553 19.26	32703 19.82	29653 18.39	26684 17.36	25690 16.96
9	41335 21.20	38942 19.97	33913 20.55	30750 19.07	27671 18.00	26640 17.58
10	42864 21.98	40383 20.71	35167 21.31	31888 19.78	28695 18.66	27626 18.23
Long. 12	44792.88 22.97	42200.24 21.64	36749.5 22.27	33322.96 20.67	29986.28 19.50	28869.17 19.06
Long. 16	46584.6 23.89	43888.25 22.51	38219.5 23.16	34655.88 21.49	31185.73 20.28	30023.94 19.82
Long. 20	48447.98 24.85	45643.78 23.41	39748.3 24.09	36042.12 22.35	32433.16 21.09	31224.9 20.61
Long. 25	50143.66 25.71	47241.31 24.23	41139.5 24.93	37303.59 23.13	33568.32 21.83	32317.77 21.33
7/1/2013						

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**SECRETARIAL AND CLERICAL  
WORKERS  
7 1/2 HR./ DAY**

SERIES	Head Secretary		4	5	6	7
	2	3				
	260	260	220	215	205	202
START SAL	31,527	29,702	25,866	23,454	21,106	20,319
1	31527 16.17	29702 15.23	25866 15.68	23454 14.55	21106 13.73	20319 13.41
2	32693 16.77	30801 15.80	26823 16.26	24322 15.08	21887 14.24	21071 13.91
3	33903 17.39	31941 16.38	27815 16.86	25222 15.64	22697 14.76	21850 14.42
4	35158 18.03	33122 16.99	28845 17.48	26155 16.22	23537 15.31	22659 14.96
5	36458 18.70	34348 17.61	29912 18.13	27123 16.82	24407 15.87	23497 15.51
6	37807 19.39	35619 18.27	31019 18.80	28126 17.44	25310 16.46	24367 16.08
7	39206 20.11	36937 18.94	32166 19.49	29167 18.09	26247 17.07	25268 16.68
8	40657 20.85	38303 19.64	33357 20.22	30246 18.76	27218 17.70	26203 17.30
9	42161 21.62	39721 20.37	34591 20.96	31365 19.45	28225 18.36	27173 17.94
10	43721 22.42	41190 21.12	35871 21.74	32526 20.17	29269 19.04	28178 18.60
Long. 12	45688.45 23.43	43043.55 22.07	37485.2 22.72	33989.67 21.08	30586.1 19.89	29446 19.44
Long. 16	47515.99 24.37	44765.29 22.96	38984.6 23.63	35349.26 21.92	31809.6 20.69	30623.9 20.21
Long. 20	49416.63 25.34	46555.9 23.87	40544 24.57	36763.23 22.80	33081.9 21.52	31848.8 21.02
Long. 25	51146.21 26.23	48185.36 24.71	41963 25.43	38049.94 23.60	34239.8 22.27	32963.5 21.76
7/1/2014						



**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**SECRETARIAL AND CLERICAL  
WORKERS  
7 1/2 HR./ DAY**

SERIES	Head Secretary		4	5	6	7
	2	3				
	260	260	220	215	205	202
START SAL	32,079	30,222	26,319	23,864	21,475	20,675
1	32079 16.45	30222 15.50	26319 15.95	23864 14.80	21475 13.97	20675 13.65
2	33266 17.06	31340 16.07	27293 16.54	24747 15.35	22270 14.48	21440 14.15
3	34497 17.69	32500 16.67	28303 17.15	25663 15.91	23094 15.02	22233 14.68
4	35773 18.35	33702 17.28	29350 17.79	26612 16.50	23948 15.58	23056 15.22
5	37097 19.02	34949 17.92	30436 18.45	27597 17.11	24834 16.15	23909 15.78
6	38469 19.73	36242 18.59	31562 19.13	28618 17.75	25753 16.75	24794 16.37
7	39893 20.46	37583 19.27	32730 19.84	29677 18.40	26706 17.37	25711 16.97
8	41369 21.21	38974 19.99	33941 20.57	30775 19.09	27694 18.01	26662 17.60
9	42899 22.00	40416 20.73	35196 21.33	31913 19.79	28719 18.68	27649 18.25
10	44487 22.81	41911 21.49	36499 22.12	33094 20.52	29781 19.37	28672 18.93
Long. 12	46488.92 23.84	43797 22.46	38141.5 23.12	34583.2 21.45	31121.2 20.24	29962.2 19.78
Long. 16	48348.48 24.79	45548.88 23.36	39667.1 24.04	35966.6 22.30	32366 21.05	31160.7 20.57
Long. 20	50282.42 25.79	47370.84 24.29	41253.8 25.00	37405.2 23.20	33660.6 21.89	32407.2 21.39
Long. 25	52042.3 26.69	49028.82 25.14	42697.7 25.88	38714.4 24.01	34838.8 22.66	33541.4 22.14
7/1/2015						

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**TRANSPORTATION DRIVERS**

SERIES	2 190 days	MAIL DELY
START SAL	16.83	
1	16.83	
2	17.45	
3	18.10	
4	18.77	
5	19.46	
6	20.18	
7	20.93	
8	21.70	16.25
Long. 12	22.68	16.98
Long.16	23.59	17.66
Long. 20	24.53	18.37
Long.25	25.39	19.01

7/1/2013

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**TRANSPORTATION DRIVERS**

SERIES	2 190 days	MAIL DELY
START SAL	17.17	
1	17.17	
2	17.81	
3	18.46	
4	19.15	
5	19.86	
6	20.59	
7	21.35	
8	22.14	16.58
Long. 12	23.14	17.33
Long.16	24.07	18.02
Long. 20	25.03	18.74
Long.25	25.91	19.40

7/1/2014

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**TRANSPORTATION DRIVERS**

SERIES	2 190 days	MAIL DELY
START SAL	17.47	
1	17.47	
2	18.12	
3	18.79	
4	19.48	
5	20.20	
6	20.95	
7	21.73	
8	22.53	16.87
Long. 12	23.54	17.63
Long. 16	24.48	18.34
Long. 20	25.46	19.07
Long. 25	26.35	19.74

7/1/2015

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**VAN DRIVER**

SERIES	2
	190 days
START SAL	12.75
1	12.75
2	13.20
3	13.66
4	14.14
5	14.63
6	15.14
7	15.67
8	16.22
Long. 12	16.95
Long. 16	17.63
Long. 20	18.34
Long. 25	18.98

7/1/2013

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**VAN DRIVER**

SERIES	2 190 days
START SAL	13.00
1	13.00
2	13.46
3	13.93
4	14.41
5	14.92
6	15.44
7	15.98
8	16.54
Long. 12	17.28
Long. 16	17.97
Long. 20	18.69
Long. 25	19.34

7/1/2014

**BAY VILLAGE CITY SCHOOL  
DISTRICT**

**BAY VILLAGE, OHIO**

**VAN DRIVER**

SERIES	2
	190 days
START SAL	13.23
1	13.23
2	13.69
3	14.17
4	14.67
5	15.18
6	15.71
7	16.26
8	16.83
Long. 12	17.59
Long. 16	18.29
Long. 20	19.02
Long. 25	19.69

7/1/2015