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COLLECTIVE BARGAINING AGREEMENT

between the

BROWN LOCAL BOARD OF EDUCATION

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, CHAPTER #772
AFSCME/AFL-CIO**

July 1, 2014 to June 30, 2017

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ARTICLE 1 -- RECOGNITION

1.01 The union is recognized as the sole and exclusive representative for all employees of the board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.

1.02 The union exclusive bargaining unit includes only the job classifications listed below:

Transportation Classification

- Bus Drivers
- On Board Instructor/Bus Driver Trainer

Food Service Classification

- Food Service Manager
- Food Service Assistants

Clerical Classification

- High School Secretary
- Elementary School Secretary
- Support Services Secretary

Paraprofessional Classification

- Library Media Paraprofessionals
- Educational Paraprofessionals
- Educational Paraprofessionals for Special Students

Custodial Classification

- Head Custodian
- Custodian I
- Custodian II

Crossing Guard Classification

- Crossing Guards

1.03 Excluded from the bargaining unit are substitutes, seasonal and casual employees and supervisory and confidential employees as defined in Chapter 4117 of the Ohio Revised Code.

1.04 In the event that a new job classification is created, the Board and the Association will meet to negotiate a salary schedule for the new classification, prior to the posting and/or filling of any positions in the classification, unless the positions are of a supervisory, confidential, or management nature according to O.R.C. Chapter 4117, which would prohibit bargaining unit membership. Negotiations shall commence within thirty (30) days.

ARTICLE 2 -- PROVISIONS FOR CONDUCTING NEGOTIATIONS

- 2.01 Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supercede the procedures listed in Section 4117.14(C) (2) - (6) and any other procedures to the contrary.
- 2.02 If either party wishes to terminate, modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of the Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session, the Association and the Board submit complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.
- 2.03 If no agreement is reached by the thirtieth (30th) calendar day preceding expiration of this Agreement, or some other mutually agreed upon date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.

If the existing Agreement or extension thereof has expired, the Association may proceed in accordance with Section 4117.14(D) (2) of the Ohio Revised Code.

ARTICLE 3 -- PAYDAY

- 3.01 The Board shall dispense the correct contractual salary amount to each member of the bargaining unit over twenty-six (26) or twenty-seven (27) equal pays, depending on the number of pays within the contract year. Payday shall be every other Friday. All paychecks shall be directly deposited into each bargaining unit member's financial institution of choice (i.e., savings, checking, credit union, etc.), and members will be provided with a pay stub. All paystubs will be available electronically at the beginning of each payday. If an employee does not have home access to their electronic paystub, they may access it electronically at the school district.
- 3.02 Association Dues/Service Fee
All employees in the bargaining unit covered by the contract who are members of the union on the date that the contract is signed and all other employees in such bargaining unit who become members of the union at any time in the future shall, for the term of this contract, continue to be members of the union or pay their fair share fee, and the Board shall honor dues deduction (check off) revocations from such employees.

All future employees covered by this Agreement, who fail voluntarily to acquire or maintain membership in the Association, shall be required as a condition of employment

on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment whichever is less, or the effective date of this Agreement, whichever is later, to pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB 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 Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts of proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the Agreement.

The Treasurer of the Board shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty-six (26) or twenty-seven (27) equal installments, depending on the number of pays within the contract year beginning in September and ending in August.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of State Dues/Fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The Board Treasurer shall forward directly to the local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education, and hold it harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses, that may arise out of or by reason of the action taken by the Board of Education for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE 4 - PAID HOLIDAYS

- 4.01 Each bargaining unit member employed for eleven (11) or twelve (12) months shall receive nine (9) paid holidays: New Year's Eve, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Presidents' Day, and Good Friday.

- 4.02 Bargaining unit members employed nine (9) or (10) months shall receive eight (8) paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Presidents' Day and Good Friday.
- 4.03 A bargaining unit member required to work on a holiday shall be paid time and one-half (1-1/2) for all hours worked in addition to the holiday pay. Holiday work must be authorized in advance by the employee's immediate supervisor.

ARTICLE 5 -- VACATION

- 5.01 Each full-time bargaining unit member, including full-time hourly rate and per diem employees, after service of one (1) calendar year with the Brown Local School District Board of Education shall be entitled, during each year thereafter while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays. Bargaining unit members continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks, excluding legal holidays. Bargaining unit members continuing in the employ of the Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for a maximum of four (4) calendar weeks excluding legal holidays.

Bargaining unit members shall be entitled to one (1) additional day of vacation for each year of service beyond fifteen (15) years but in no event shall vacation exceed twenty-five (25) days.

- 5.02 For the purpose of this section, a full-time bargaining unit member is a person who is in service for not less than eleven (11) calendar months in each calendar year.

Each bargaining unit member entitled to vacation leave must present his/her request for dates electronically at least ten (10) days in advance and have the dates of the vacation approved by the Superintendent electronically before taking vacation.

The Superintendent may approve pay in lieu of vacation or carryover vacation to the next fiscal year.

ARTICLE 6 -- VACANCIES, TRANSFERS, PROMOTIONS

- 6.01 Seniority shall accumulate from the first day of paid employment as a regular contracted employee in a bargaining unit position and shall continue during all authorized leaves with or without pay. Seniority shall be district-wide.
- 6.02 Seniority shall be broken and all rights of employment or reemployment terminated, when an employee:
 - A. Quits or retires

- B. Is terminated
 - C. Exceeds an approved leave of absence
 - D. Is laid off for two (2) years.
- 6.03 When the Board determines that a vacancy exists in a classification or location assignment, it shall be posted electronically within ten (10) working days. During a period when certain employees are not working, the notice of vacancy shall be electronically sent to those employees, including the Union President. Any employee may request the vacant position in writing or electronically. In selecting the replacement employee, the Board shall apply the following formula providing the employee has the necessary qualifications specified by the Board.
- A. The vacant position and assignment shall first be offered to the employee within the classification of the position.
 - B. If more than one employee within the same classification requests the position and assignment in writing or electronically, the employee with the higher seniority date shall be awarded the position.
 - C. If the position is not filled by an employee within the vacant classification, interested employees from other classifications shall be considered prior to accepting applications outside the bargaining unit.
 - D. If an employee is not selected through the above procedure, the Board may fill the position with outside applicants.
 - E. Vacancies shall be filled within thirty (30) working days from the last day of the posting period.
 - F. Employees who change positions within their job classification shall be placed on the appropriate step of the salary schedule according to their years of experience.
- 6.04 The Board shall electronically post a notice of any permanent job opening and give non-probationary employees at least five (5) working days to apply for that opening. The notice shall contain the title of the opening, the location of the opening, and a brief description of the duties and written salary range of the position. At the conclusion of each school year and prior to the opening of a new school year, vacancy notices will be electronically posted to all members. When a permanent position is posted, it shall be filled within thirty (30) working days after the date it was posted.
- 6.05 The Board shall provide a seniority list to the Association by November 15 of each year. This list shall include names, areas of classification, years of continuous service with the Board, and type of contract held. The Association and/or its members shall have the right until December 15 of each year to submit any challenges or corrections to the list.

ARTICLE 7 -- LEAVES OF ABSENCE

7.01 Sick Leave

- A. Sick leave shall be credited at the rate of two (2) days per month for each month worked or paid beginning with the first day of employment.
- B. The total unused portion of annual sick leave allowance shall be permitted to accumulate to three hundred twenty-five (325) days.
- C. Annual and accumulated sick leave days shall be used either for personal illness or emergencies, as defined below, provided that a bargaining unit member shall not be eligible to use such days while on a special leave. All bargaining unit members may use their accumulated sick leave allowance as of the first day of their employment year even though they have not been able to report for duty on that day.
- D. A bargaining unit member may be absent from regular duties without loss of pay for a period not to exceed the total number of accumulated sick leave days.
- E. Emergencies for which sick leave may be used:
 - 1. Personal illness or injury.
 - 2. Illness or injury in the immediate family* and/or up to ten (10) days for extended family**.
 - 3. Death in the immediate family* and extended family**. Up to five (5) days will be granted. This may be extended by a physician's excuse so stating the need for additional days.
 - 4. Pregnancy (advance notice of thirty (30) days should be given to the Superintendent by the employee unless an emergency arises.) Thirty (30) days can be utilized prior to the birth of the child for medical purposes and thirty (30) days of aftercare (post natal) can be utilized within a single school year. Additional days shall be approved by the Superintendent upon presentation of a physician's certificate so stating that conditions warrant additional days.
 - 5. Exposure to contagious disease.
 - 6. Physical examination by a doctor which cannot be scheduled at any other time.

*Immediate family is interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child.

**Extended family shall include immediate relative-in-law, grandparents, grandparents-in-law, grandchildren, or person living in the same household. Aunts, uncles are included for funeral purposes only.

- F. Bargaining unit members who transfer from another school to the Brown Local School District shall be credited with the unused balance of their accumulated sick leave not to exceed the provisions of section 7.01(B). It is the responsibility of the bargaining unit member to see that his/her accumulated sick leave is on file with the Treasurer.
- G. Notification of accumulated sick leave will be available on HR kiosk.
- H. All bargaining unit members are required by state statute to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates when he was consulted.
- I. Bargaining members are required to submit a prescribed sick leave form upon return to work within 2 days. Failure to do so will delay issuance of the bargaining unit member's paycheck.
- J. After five (5) consecutive days of sick leave or a trend/pattern of absence, the employee may be requested to provide his/her immediate supervisor a written statement from his/her physician confirming the employee's illness or injury and authorizing the return to work.

7.02 Reporting Absence

- A. When a bargaining unit member is absent, he/she is to report to his/her supervisor or the Superintendent. As much advance notice as possible should be given.
- B. Bargaining unit members who are absent should, when possible, report to their supervisor one (1) hour before normal quitting time whether or not they plan to be present the following day. Employees that have submitted a prior notification, with a projected return date or projected period of absence from their physician, need not follow this section, unless the previously submitted information has changed.

7.03 Special Leave

- A. Upon written request of a bargaining unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years.

- B. Leave may be granted for education or professional purposes.
- C. Leave shall be granted for illness or other disability.
- D. Military leave will be granted in accordance with the requirements of Section 3319.14 of the Ohio Revised Code.
- E. Upon returning from a special leave the bargaining unit member shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave. If that position is no longer available, they shall be reinstated to a substantially equivalent position for which the bargaining unit member is qualified. If said leave is extended, the same provision shall apply. While on a special leave, the bargaining unit member must notify the superintendent in writing that he/she intends to return to work or resign. The deadline to do so is by March 31 if to return as originally expected at the beginning of the next school year, or at least 30 days prior to the originally expected date if the return is to occur within a school year.
- F. Where group insurance permits, a bargaining unit member on leave may continue to participate in those benefits which are provided to other bargaining unit members by payment to the Treasurer of the group rate for such benefits.

7.04 Maternity/Child Care Leave

The Board of Education agrees to provide bargaining unit members a child care leave of absence without pay as set forth below:

- A. The leave shall be for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided. If the birth of a child occurs in the months of June, July or August, when school is not in session, the leave shall be for the following school year.
- B. The leave may be extended for one (1) additional school year upon request of the employee to the Board made by March 31 preceding the year for which such leave is requested. Said employee must notify the superintendent in writing that he/she intends to extend the leave, return to work or resign from employment by March 31 if to return as originally expected, at the beginning of the next school year, or at least 30 days prior to the originally expected date if the return is to occur within a school year.
- C. In the event a bargaining unit member desires to terminate such leave prior to its expiration, application for reinstatement may be made by said employee at any time during such leave and the employee may be reinstated at the beginning of the next semester.

- D. Upon return from leave, the bargaining unit member shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave or, if that position is no longer available, to a substantially equivalent position. If said leave is extended, the same provision shall apply.
- E. When group insurance permits, a bargaining unit member on leave may continue to participate in those benefits which are provided to other bargaining unit members by payment to the Treasurer of the group rate for such benefit.
- F. A bargaining unit member who is adopting a child shall be entitled to leave under this section.

7.05 Personal Leave

Each bargaining unit member will be permitted two (2) days of unrestricted personal leave per school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day according to the following regulations:

- A. The Superintendent of Schools may set reasonable limitations as to the number of bargaining unit members involved in any one (1) day and cannot be used in the first or last week of school except for extenuating circumstances.
- B. Requests should be made forty-eight (48) hours in advance except in cases of emergency, to the supervisor and/or Superintendent.
- C. Personal leave days are not accumulative. Employees will be paid \$100 annually at the conclusion of the school year if they have not used any personal leave days or \$50 annually if they have used only 1 personal leave day or have the option of transferring them into sick days for the next school year.
- D. Personal leave days cannot be used consecutively unless an emergency should arise.

7.06 Professional Leave

Bargaining unit members may attend, without loss of pay and with reasonable expenses paid, meetings concerned with their school job, when approved by the Superintendent. Approval for such meetings must be within the limitations of the appropriations made for this purpose. A professional leave form through HR kiosk is required if the bargaining unit member is to be absent one-half (1/2) or more of a working day. Bargaining unit members may be required to submit a report to the Superintendent highlighting the meeting.

7.07 Assault Leave

- A. If a bargaining unit member is assaulted as a result of performing his/her assignments or duties, the Board may grant a leave of absence for the period so designated by the bargaining unit member's physician's written certification.
- B. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.
- C. Such leave shall be for a maximum of thirty (30) days unless an extension is mutually agreed to by the bargaining unit member and the Board.

7.08 Jury Duty

Any employee summoned to jury duty or to serve as a witness in a court case which necessitates absence from assigned duty, the Board shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay.

7.09 Other

The Superintendent may, in his/her discretion, extend the provisions of this Article.

The Superintendent may, in his/her discretion, grant unpaid leave.

7.10 Family Medical Leave Act (FMLA)

The parties to this Agreement agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any special leave utilized for illness or other disability.

For the purposes of this section, the "twelve (12)-month period" shall be calculated on an individual and rolling basis, meaning once the employee completes leave under FMLA, the twelve (12)-month time period begins.

During such leave, the employee will be entitled to continuation of health benefits with no change in the level of these benefits. If it is unpaid FMLA, the employee is responsible for the employee portion of the premiums.

ARTICLE 8 -- INSURANCES

8.01 Workers' Compensation

A classified employee who is injured in the line of duty shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation Law of Ohio.

8.02 Group Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each full-time classified person equal to an amount of Thirty-five Thousand Dollars (\$35,000.00), plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board. The benefit will reduce by fifty percent (50%) at age 70. Benefit will terminate at retirement.

8.03 INSURANCES

In order to be eligible for medical, dental, vision and life insurance, an employee must work a minimum of four (4) hours per day based on a nine (9) month or more contract.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Employees hired beginning with the 1998-99 school year must be employed for at least twenty (20) hours per week in order to participate in the insurance programs.

Medical

- A. The Board will pay 90% of the premium and the employee will pay 10% for a classified person working a minimum of six (6) hours per day based on a nine (9) month or more contract.

The Board will pay 75% of the premium and the employee will pay 25% for a classified person working four (4) to five (5) hours per day based on a nine (9) month or more contract.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents whom have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per

individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative: Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

1. The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$35,000 for each employee. The Board will pay 100% of the premium.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board will pay 100% of the premium for a classified person working a minimum of six (6) hours per day based on a nine (9) month or more contract.

The Board will pay 83% of the premium for a classified person working five (5) to six (6) hours per day based on a nine (9) month or more contract.

The Board will pay 66% of the premium for a classified person working four (4) to five (5) hours per day based on a nine (9) month or more contract.

Plan description (summary only)

- 1) Maximum benefits/covered person:
Class I, II or III \$2,500/person per year.
 - 2) Deductible-Ind. \$25 per year
 - 3) Deductible-Family \$75 per year
 - 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary (no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum Orthodontia \$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below.

The Board will pay 90% of the premium and the employee will pay 10% for a classified person working a minimum of six (6) hours per day based on a nine (9) month or more contract.

The Board will pay 83% of the premium and the employee will pay 17% for a classified person working five (5) to six (6) hours per day based on a nine (9) month or more contract.

The Board will pay 66% of the premium and the employee will pay 34% for a classified person working four (4) to five (5) hours per day based on a nine (9) month or more contract.

Specifications

- 1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
 - a) The lenses are necessary following cataract surgery;
 - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:

- a) Sunglasses, whether or not requiring a prescription
 - b) Drugs or medications
 - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e) Orthoptics or vision training
 - f) Aniseikonic lenses
 - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

ARTICLE 9 -- RETIREMENT SEVERANCE PAY

9.01 The Board shall grant retirement severance pay to those eligible for retirement* under qualifications of the State Employees Retirement System (SERS) of Ohio.

The bargaining unit member must be employed by the Brown Local Schools for a period of three (3) years to be eligible for severance.

9.02 The amount to be determined by multiplying the accumulated sick leave times twenty-five percent (25%) times the bargaining unit member's daily rate at the time of retirement with a maximum of seventy (70) days.

9.03 Retirement severance pay will be paid in the year that the employee retires.

*Definition of retirement: (all of the following must be met)

- A. The bargaining unit member expresses his/her intent to retire on or before his/her last day of service from the Brown Local School District.
- B. The bargaining unit member is eligible for retirement on his/her last day of service from the Brown Local School District.

- C. The bargaining unit member receives his/her first check from the retirement system within a period of one hundred twenty (120) days from his/her last day of service from the Brown Local School District.

ARTICLE 10 -- SERS PICK-UP

- 10.01 The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the hourly wage otherwise payable to such classified employee.
- 10.02 The total annual wage for each employee shall be the wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage; and (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- 10.03 The Board's total combined expenditures for employee's total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- 10.04 The Board shall compute and remit its employer contributions to SERS based upon the total annual wage, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's total annual income said employee's total annual wage, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- 10.05 The "pick-up" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.
- 10.06 The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- 10.07 This provision shall be effective and the "pick-up" shall apply to all payroll payments made after thirty (30) days after the execution of this Agreement.

- 10.08 The current taxation or deferred taxation of the “pick-up” is determined solely by the IRS, and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.
- 10.09 In addition, the Board shall pick-up (assume and pay) two percent (2%) of each employee’s contribution to the School Employees Retirement System (SERS).

ARTICLE 11 -- PERSONNEL FILE

- 11.01 Bargaining unit members shall have the right, upon request, to review the contents of their personnel file and to receive a copy at their expense of any documents contained therein. A bargaining unit member shall be entitled to have a representative accompany him/her during such review. At least once every two (2) years, a bargaining unit member will have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Superintendent’s office and if he/she agrees, they will be destroyed.
- 11.02 No material derogatory to a bargaining unit member’s conduct, service, character or personality will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The bargaining unit member will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent of Schools and attached to the file copy.
- 11.03 Any written and signed complaint regarding a bargaining unit member made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a bargaining unit member will be promptly investigated and called to the attention of the bargaining unit member. The bargaining unit member will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 12 -- EVALUATION

- 12.01 All monitoring or observation of the work performance of a classified person will be conducted openly and with full knowledge of the person.

Classified personnel shall be given a copy of any evaluation report prepared by their supervisor and shall be entitled to a conference within five (5) school days (at which the classified person is in attendance) to discuss said report. No such report will be submitted to the Superintendent’s office, placed in the person’s file, or otherwise acted upon without the employee having the opportunity to read, confer and sign the document. No classified person will be required to sign a blank or incomplete evaluation form. The

signature of the classified person does not necessarily indicate the classified person agrees with the evaluation but is merely a recognition of the document.

- 12.02 First-year classified personnel shall be formally evaluated at least two (2) times before April 1. All other classified personnel in the system shall be formally evaluated at least one (1) time before April 1. More than the required evaluations may be made if the administration feels they are necessary. Informal evaluations may be made at any time.

ARTICLE 13 -- ADULT CLASSES/FBI/BCII BACKGROUND CHECKS

- 13.01 All bargaining unit members may enroll without a tuition charge in any adult course offered by the Board provided such enrollment would not take the place of a tuition paying enrollee.
- 13.02 All bargaining unit members may enroll in any college accredited course which is in the bargaining unit member's classification. Members will be reimbursed by the Board of Education at \$60.00 per credit hour with a cap of \$300.00 per school year. Bus drivers may enroll in two CDL classes, and the Board will pay the tuition up to \$200.00 per school year. All renewal licensing and testing fees will be paid by the employer for bus drivers and paraprofessionals.
- 13.03 The Board will reimburse up to \$35 per bargaining unit member per year for FBI/BCII background checks.

ARTICLE 14 -- MILEAGE REIMBURSEMENT

All members of the bargaining unit shall be reimbursed at the rate that is set by the IRS.

ARTICLE 15 -- SCHOOL CALENDAR

The Superintendent shall seek input from the Association regarding the school calendar. The school calendar shall be set prior to the end of the previous school year, with a copy to each employee. This shall include calamity, makeup days, if they are needed.

ARTICLE 16 -- GRIEVANCE PROCEDURE

16.01 Definitions

- A. A "grievance" shall be defined as an alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- B. "Days" for purposes of this Article shall refer to those days that the Board office is open for business.
- C. "Employee" shall refer to any bargaining unit member.

- D. “Grievant” shall mean either the employee(s) or the Association whichever is initiating the grievance. Where more than one (1) employee is filing, the form need only carry an employee’s name.
- E. “Immediate supervisor” shall mean that employee having immediate supervisory responsibility over the grievant and could resolve the grievance.
- F. “Group grievance” shall be defined as a grievance that affects two (2) or more employees.

16.02 Rights of Grievant

- A. A grievant may be accompanied at all steps of the grievance procedure by an OAPSE representative and/or a classification series representative.
- B. The purpose of these procedures is to secure, at the lowest level supervisor having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept confidential.
- C. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

16.03 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum.
- B. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall not be processed.
- D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

- F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

16.04 Procedure

Level I -- A grievant(s) may initiate this procedure in one (1) of the following ways:

- A. He/she may approach the supervisor immediately concerned and discuss the matter on his/her behalf.
- B. He/she may request that another person accompany him/her in approaching the supervisor, and that person may speak on behalf of the grievant if desired.
- C. The above grievance need not be in writing and will remain confidential.

Level II -- If the grievance is not resolved within five (5) days of Level I, it may be pursued further by submitting a completed Grievance Report Form, Level II, in duplicate. Copies of this form shall be submitted by the grievant(s) to the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant(s). The immediate supervisor shall write a disposition of the grievance within ten (10) days after such meeting by completing Level II of the Grievance Report Form and returning a copy to the grievant(s), the Union President, and the Superintendent.

Level III - If the grievant(s) is not satisfied with the disposition of the grievance in Level II, the grievant(s) shall, within five (5) days of such disposition, complete Grievance Report Form, Level III, and submit same to the Superintendent or his/her designee who shall within ten (10) days meet with the grievant(s). Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Level III, forwarding a copy to the grievant(s), the Union President, and the immediate supervisor.

Level IV -- If the grievant(s) is not satisfied with the disposition of the grievance in Level III, the grievant(s) may, within five (5) days of such disposition, seek a hearing with the Board by submitting such request in writing with copies of the Grievance Report Forms to the President of the Board. The President shall within the next ten (10) days arrange a meeting of the Board for purposes of a hearing with the grievant(s). Within ten (10) days of this meeting the Board shall furnish a written disposition of the grievance to the grievant(s).

Level V (Optional Mediation) – If the grievance is not resolved at Level IV, the Board and the Association may mutually agree to attempt to reach a resolution through mediation. The Board and the Association shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS). The mediator shall have the authority to call a meeting for the purpose of formulating a resolution of the grievance.

All timelines shall be held in abeyance until the mediation process is completed. If an agreement is reached to resolve the grievance at the mediation level, the agreement will be reduced to writing by the parties and signed by the grievant(s) and a representative of the Association and the Board. If either party rejects mediation, the grievant(s) may immediately proceed to Level VI.

Level VI -- If the grievant(s) is not satisfied with the disposition of the grievance by the Board, the grievant(s) may within five (5) days submit Grievance Report Form, Level VI, to the Superintendent. The grievant(s) or his/her designated representative shall petition the American Arbitration Association (AAA) to provide both parties with a list of names from which an arbitrator will be selected by the voluntary rules of the AAA. Each party shall have the right to request a second list.

Once the arbitrator has been selected, he/she will conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The costs for arbitration shall be shared equally by OAPSE and the Board.

16.05 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- B. A grievance may be withdrawn at any level without prejudice by giving written notice to the person named at the grievance level.
- C. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.
- D. Records of the grievance proceedings shall be kept in a separate file by the Treasurer of the Board.
- E. Neither party shall be denied the right to legal advice and/or counsel in any of the levels listed above.

ARTICLE 17 -- REDUCTION IN FORCE

When the Board determines it necessary to reduce the number of bargaining unit positions or hours/days of a position due to financial reasons or lack of work, the following procedures shall apply:

- A. The Board shall determine the specific positions to be eliminated.
- B. Attrition and retirement shall be the first used methods by the Board to accomplish RIF's.
- C. The next method for RIF shall be seniority.
 - 1. Seniority is defined, in this Article, as the length of continuous service, including approved leaves of absence, from the most recent date of employment in the Brown Local School District as a regular contracted employee in a bargaining unit position.
 - 2. Ties will be broken by the date of employment in the Board minutes.
- D. Classified personnel affected by a RIF shall be given written notice, by certified mail, as soon as possible but no later than April 30. The notice shall include the reason for the RIF, the effective date of the RIF, and a copy of the seniority list. A copy shall be provided to the Union President.
- E. In the event of a RIF, an affected employee may bump a less senior employee within his/her current classification. If there is no one to bump in that classification, the employee may displace a less senior employee in a prior classification, if any, in which the employee has actually worked as a regular employee.
- F. The Board shall determine in which classifications the RIF shall occur and the number of employees to be affected.
- G. Employees who are affected by a RIF pursuant to this Article shall be recalled in order of seniority to positions within the classification held prior to the RIF.
- H. An employee who is affected by a RIF shall remain on the recall list for two (2) years unless he/she waives his/her recall right in writing, resigns, fails to accept recall to a position in his/her classification with like hours/days prior to being affected, or fails to report to work within ten (10) working days after written notice of recall.

ARTICLE 18 -- UNIFORM ALLOWANCE

In the event an employee is required to wear a uniform in the performance of his/her duties, he/she shall be granted up to One Hundred Seventy Five Dollars (\$175.00) per year uniform allowance subject to verification that at least such sum has been expended for uniforms. They shall receive such payment each year with the first paycheck in September.

ARTICLE 19 -- STAFF MEETINGS

When an employee is required by the Superintendent or his/her supervisor to attend a meeting that does not take place during the employee's regular work hours, the employee shall be paid for the time spent at the meeting.

ARTICLE 20 -- JOB DESCRIPTIONS

Each employee shall be furnished yearly with a copy of the job description of his/her classification under the terms of this Agreement by November 15th. Each employee shall also receive a copy of any changes to his/her job description. Employees hired after November 15th shall be given a copy of their job description upon hire.

ARTICLE 21 -- REPORT PAY

The Board agrees that any time an employee reports to work at its request and work is not available, he/she shall be paid for two (2) hours at his/her regular rate of pay.

Additionally, employees who are in maintenance and mechanic classifications will receive mileage when operating their own automobile on school business at the request of the Board in emergency situations.

ARTICLE 22 -- CALAMITY DAYS

When the Superintendent declares a calamity day, employees may be required to report to work to maintain the reasonable operation of the schools. Employees who are required to work on a calamity day shall be paid at their regular rate for time worked. Employees who are required to work shall make a reasonable effort to report and shall immediately notify their supervisor if they are unable to do so. Employees required to report to work on a calamity day shall receive a minimum of two (2) hours pay. When a calamity day is called after the employee has reported to work, the minimum two hour report pay does not apply and the employee shall receive calamity day pay. The Superintendent will start the closing notification before 6:00am, or the calamity day pay will take effect.

ARTICLE 23 -- OAPSE RIGHTS

23.01 OAPSE shall have the right to meet with members of the bargaining unit before or after their work day.

23.02 OAPSE shall have the right to use the inter-school mail system and school mail boxes.

23.03 Copies of the Board agenda and minutes will be provided to the Association President before and after Board meetings.

Labor Management Committee

23.04 There shall be a Labor-Management Committee, the procedures and rules of which shall be established jointly by Committee members. This committee shall have equal representation of administration and OAPSE.

ARTICLE 24 -- OAPSE LEAVE

24.01 The Board shall permit OAPSE delegates to attend the Annual OAPSE Conference without loss of salary but each such employee must pay their own expense(s) to attend such meeting.

24.02 Delegates shall not exceed two (2) in members and shall be determined by the OAPSE organization and not exceed a total of three (3) days per employee. Notification of delegates shall be provided at least ten (10) working days in advance of said meeting.

24.03 If more than one delegate is from the same classification, an approval must be secured from the Superintendent within five (5) days of receiving the delegate notification.

ARTICLE 25 -- WAGES

25.01 Salary Schedules

See Appendix A

Longevity: Full time employees --

-- ten (10) years	+\$ 600.00
-- fifteen (15) years	+\$ 900.00
-- twenty (20) years	+\$1300.00

Payable in one lump sum the first pay of November following completion of longevity term.

A full-time bargaining unit member is one employed six (6) or more hours per day for nine (9) or more months. Less than full-time bargaining unit members shall be pro rated according to the time worked.

Experience must be a minimum of one hundred twenty (120) working days in one (1) school year.

Placement on steps is based on experience in the same kind of position in the Brown Local School District or any other school district. However, the Superintendent, in his/her discretion, may award a new hire years of experience on the salary schedule upon

the presentation of documentation verifying prior comparable work experience and skills in employment other than with a school district.

The hours of employment for each classification vary in accordance with the needs of the District.

In the event a reduction in hours occurs, except voluntarily, the employee shall continue to receive his/her previous level of board paid benefits.

ARTICLE 26 -- WORK WEEK AND OVERTIME

- 26.01 The work week shall consist of five (5) consecutive days during the period Monday through Friday. This item shall not restrict the extension of the regular work day or work week on an overtime basis as determined by the Superintendent and/or his/her designee.
- 26.02 Members of the bargaining unit shall be paid at the rate of time and one half (1 1/2) for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.
- 26.03 Any extra curricular or special event requiring a classified employee will be assigned on the basis of seniority rotation.

At the beginning of each school year a rotation list in order of seniority shall be posted for each classification.

ARTICLE 27 -- TRANSPORTATION

- 27.01 All drivers assigned field trips shall be paid at the field trip rate of \$9.88/hour (2014-15), \$9.98/hour (2015-16), \$10.18 (2016-17)
- 27.02 Field trips shall be offered to regular drivers before substitutes are called, except that no driver shall be able to accept a field trip which would conflict with his/her regular morning and/or afternoon run, or any other regular work schedule. All field trips of eight (8) participants or more shall be offered to regular bus drivers.
- 27.03 All field trips shall be assigned to drivers on the basis of rotation seniority, starting with the most senior. At the beginning of each school year a rotation list, in order of seniority, shall be posted. Regular drivers wishing to be excluded from the list shall state such in writing with a copy to the Union President and the Superintendent, and their name shall not be added to the list. The trip list shall be in effect from the first day of school until the following year at the same time, at which time the list shall start over.
- 27.04 As trips are posted, the drivers shall indicate on the prescribed form their acceptance or refusal of the trip. In the event the drivers are available and refuse the trip, they shall be charged with the trip as though it had been driven, and their name shall rotate to the bottom of the list. The trip will then be offered to the driver next in rotation.

27.05 When possible, trips shall be posted on the Monday prior to the week the trip is to be run and assigned at least five (5) days in advance. The list shall indicate the date of departure, the group to be transported, leave time, location, whether they have permission to stop, and whether there is layover time. Rescheduled or cancelled trips shall be excluded. In the event an emergency arises and the assigned driver is not available, the trip may be assigned to the next available driver or a substitute driver. As used in this Section, "emergency" means when the scheduled driver reports off twenty-four (24) hours or less before the scheduled run.

27.06 If determined by the Superintendent, each driver will go from storage to destination and remain there, with the group, all day and return to storage. Each driver will be paid for all time that the group is there.

If the Superintendent determines it is not necessary for the driver to remain with the group, the driver will be paid a minimum of three (3) hours.

Excellence Committee field trip(s) will be permitted to use a charter bus. The 6th grade camp field trip will be split into two (2) bus runs. One trip will be for taking the classes to camp, and then returning. The other trip will be to pick up the classes and returning them back to Malvern.

27.07 The minimum time for a full run composed of morning and afternoon, shall be four and one half (4-1/2) hours. Each full route shall be paid one half (1/2) hour per day for cleaning and care of buses.

27.08 When a route is open for thirty (30) days or more, then a driver with less driving hours and seniority shall be permitted to fill the route until such time as the regular driver returns.

27.09 On Board Instructor (OBI) rates:

- \$300 flat rate to train new driver for at least a minimum of 20 hours. If additional time is needed, OBI will be paid \$15/hour with prior approval.
- \$14/hour to take driver to CDL site for testing
- \$45 flat rate to road test a current driver for their re-certification test

ARTICLE 28 -- TEMPORARY CLASSIFICATION

28.01 When an employee works a higher hourly rated job within his/her own classification for a period in excess of three (3) work days on a temporary basis, that employee shall receive the rate of the new job or his/her own rate, whichever is higher. If a new rate is to be paid, it shall be figured beginning the fourth (4th) day continuing through such time as the employee holds the temporary position.

28.02 Whenever practicable, employees regularly assigned to work on a less than eight (8) hours per day schedule shall, if qualified, and in their classification be afforded the

opportunity to work up to eight (8) hours before substitutes or volunteers are assigned to work.

- 28.03 If extenuating circumstances necessitates the assignment by the Superintendent of an employee outside his/her classification, the employee shall be paid an additional twenty-five (.25) cents per hour.

ARTICLE 29 -- SHIFT DIFFERENTIAL

Any employee in the bargaining unit whose assigned work shift commences between 2:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of thirty five cents (\$.35) per hour for the balance of this contract above the regular rate of pay for all hours worked.

ARTICLE 30 -- AFSCME PEOPLE

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must take place by September 1 of each year and remain in effect for the entire year by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Provided there is no conflict with the law.

ARTICLE 31 -- ALCOHOL AND DRUG TESTING

- 31.01 The Board and the Union hereby agree to abide by all the requirements of the Omnibus Transportation Employee Testing Act of 1991, other federal and state laws, including the rules published by the U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA). This Act and the rules set forth by DOT and FHWA shall take effect January 1, 1996.

- 31.02 The Brown Local Board of Education recognizes that any misuse of alcohol and drugs by school personnel may present a serious threat to the safety of the children of our school district and to others. It is the policy of the district that employees, as a condition of employment, are required to be alcohol and drug free. The board also seeks to foster a safe, healthy and productive work environment for the employees of the school district.

If an employee, as a condition of employment, tests positive on a drug test or tests at a breath alcohol concentration of 0.02 or greater, the employee shall be terminated from employment from the school district.

ARTICLE 32 -- DISTRIBUTION OF AGREEMENT

The Board shall provide to every member of the bargaining unit a copy of the Agreement between the parties. The cost of printing the Agreement shall be paid by the Board. The Union shall receive an additional ten (10) copies plus an electronic copy of the contract.

ARTICLE 33 -- DURATION AND INTENT OF AGREEMENT

33.01 The parties acknowledge that during the negotiations which resulted in this negotiated agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this negotiated agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed.

33.02 Management Rights

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in Revised Code Section 4117.08(C)(1) through (9), inclusive. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary, shall be limited only by the terms of this Agreement.

ARTICLE 34 -- SIGNATURES

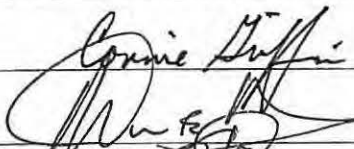
34.01 THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the Brown Local School District Board of Education and the Ohio Association of Public School Employees, Local 772, AFSCME/AFL-CIO, for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.


This Agreement shall be in full force and effect from July 1, 2014, through and including June 30, 2017

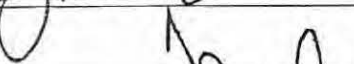
34.02 IN WITNESS WHEREOF, the parties hereto have set their hands the 1st day of July, 2014, at Malvern, Ohio.

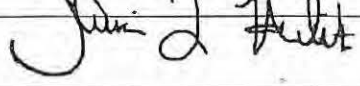
BROWN LOCAL BOARD OF EDUCATION

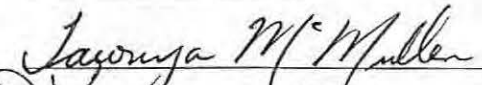
OAPSE LOCAL 772

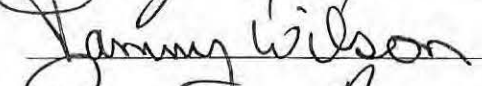


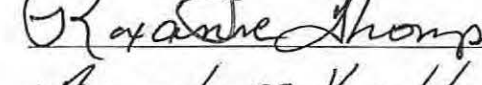


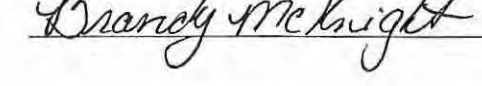












Classified Salary Schedule - FY2015

Effective _____

BASE	7.67	0	1	2	3	4	5	6	7	8	9	10	11	12
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Base Increased Same as MEA

Clerical Classification

High School Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.81	11.20	11.58	11.97	12.35	12.73	13.12	13.50	13.88	14.27	14.65	15.05	15.45
Attendance Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.81	11.20	11.58	11.97	12.35	12.73	13.12	13.50	13.88	14.27	14.65	15.05	15.45
Elementary Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.81	11.20	11.58	11.97	12.35	12.73	13.12	13.50	13.88	14.27	14.65	15.05	15.45

Paraprofessional Classification

Educational	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.52	1.55	1.58	1.62	1.673	1.725
	9.97	10.20	10.43	10.66	10.89	11.20	11.43	11.66	11.89	12.12	12.43	12.83	13.23
Special Education	1.32	1.35	1.38	1.41	1.44	1.48	1.51	1.54	1.57	1.60	1.64	1.692	1.744
	10.12	10.35	10.58	10.81	11.04	11.35	11.58	11.81	12.04	12.27	12.58	12.98	13.38
Library	1.48	1.53	1.58	1.63	1.68	1.73	1.78	1.83	1.88	1.93	1.98	2.032	2.0847
	11.35	11.74	12.12	12.50	12.89	13.27	13.65	14.04	14.42	14.80	15.19	15.59	15.99

Custodial Classification

Head Custodian	2.24	2.30	2.36	2.42	2.48	2.54	2.60	2.66	2.72	2.78	2.84	2.892	2.944
	17.18	17.64	18.10	18.56	19.02	19.48	19.94	20.40	20.86	21.32	21.78	22.18	22.58
Custodian I	1.67	1.71	1.75	1.79	1.83	1.89	1.95	2.01	2.07	2.13	2.19	2.242	2.295
	12.81	13.12	13.42	13.73	14.04	14.50	14.96	15.42	15.88	16.34	16.80	17.20	17.60
Custodian II	1.41	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.81	1.862	1.914
	10.81	11.12	11.43	11.74	12.04	12.35	12.66	12.96	13.27	13.58	13.88	14.28	14.68

Food Service Classification

Manager	1.75	1.81	1.87	1.93	1.99	2.05	2.11	2.17	2.23	2.29	2.35	2.401	2.454
	13.42	13.88	14.34	14.80	15.26	15.72	16.18	16.64	17.10	17.56	18.02	18.42	18.82
Assistant	1.29	1.32	1.35	1.38	1.41	1.44	1.47	1.50	1.53	1.56	1.59	1.643	1.695
	9.89	10.12	10.35	10.58	10.81	11.04	11.27	11.51	11.74	11.97	12.20	12.60	13.00

Transportation Classification

Bus Driver	1.81	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13	2.17	2.21	2.262	2.314
	13.88	14.19	14.50	14.80	15.11	15.42	15.72	16.03	16.34	16.64	16.95	17.35	17.75

Classified Salary Schedule - FY2016

Effective _____

BASE	7.75	0	1	2	3	4	5	6	7	8	9	10	11	12
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Base Increased Same as MEA

Clerical Classification

High School Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.93	11.32	11.70	12.09	12.48	12.87	13.25	13.64	14.03	14.42	14.80	15.21	15.61
Attendance Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.93	11.32	11.70	12.09	12.48	12.87	13.25	13.64	14.03	14.42	14.80	15.21	15.61
Elementary Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	10.93	11.32	11.70	12.09	12.48	12.87	13.25	13.64	14.03	14.42	14.80	15.21	15.61

Paraprofessional Classification

Educational	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.52	1.55	1.58	1.62	1.673	1.725
	10.08	10.31	10.54	10.77	11.01	11.32	11.55	11.78	12.01	12.25	12.56	12.97	13.37
Special Education	1.32	1.35	1.38	1.41	1.44	1.48	1.51	1.54	1.57	1.60	1.64	1.692	1.744
	10.23	10.46	10.70	10.93	11.16	11.47	11.70	11.94	12.17	12.40	12.71	13.11	13.52
Library	1.48	1.53	1.58	1.63	1.68	1.73	1.78	1.83	1.88	1.93	1.98	2.032	2.0847
	11.47	11.86	12.25	12.63	13.02	13.41	13.80	14.18	14.57	14.96	15.35	15.75	16.16

Custodial Classification

Head Custodian	2.24	2.30	2.36	2.42	2.48	2.54	2.60	2.66	2.72	2.78	2.84	2.892	2.944
	17.36	17.83	18.29	18.76	19.22	19.69	20.15	20.62	21.08	21.55	22.01	22.41	22.82
Custodian I	1.67	1.71	1.75	1.79	1.83	1.89	1.95	2.01	2.07	2.13	2.19	2.242	2.295
	12.94	13.25	13.56	13.87	14.18	14.65	15.11	15.58	16.04	16.51	16.97	17.38	17.79
Custodian II	1.41	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.81	1.862	1.914
	10.93	11.24	11.55	11.86	12.17	12.48	12.79	13.10	13.41	13.72	14.03	14.43	14.83

Food Service Classification

Manager	1.75	1.81	1.87	1.93	1.99	2.05	2.11	2.17	2.23	2.29	2.35	2.401	2.454
	13.56	14.03	14.49	14.96	15.42	15.89	16.35	16.82	17.28	17.75	18.21	18.61	19.02
Assistant	1.29	1.32	1.35	1.38	1.41	1.44	1.47	1.50	1.53	1.56	1.59	1.643	1.695
	10.00	10.23	10.46	10.70	10.93	11.16	11.39	11.63	11.86	12.09	12.32	12.73	13.14

Transportation Classification

Bus Driver	1.81	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13	2.17	2.21	2.262	2.314
	14.03	14.34	14.65	14.96	15.27	15.58	15.89	16.20	16.51	16.82	17.13	17.53	17.93

Classified Salary Schedule - FY2017

Effective _____

BASE	7.90	0	1	2	3	4	5	6	7	8	9	10	11	12
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Base Increased Same as MEA

Clerical Classification

High School Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	11.14	11.53	11.93	12.32	12.72	13.11	13.51	13.90	14.30	14.69	15.09	15.50	15.91
Attendance Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	11.14	11.53	11.93	12.32	12.72	13.11	13.51	13.90	14.30	14.69	15.09	15.50	15.91
Elementary Secretary	1.41	1.46	1.51	1.56	1.61	1.66	1.71	1.76	1.81	1.86	1.91	1.962	2.014
	11.14	11.53	11.93	12.32	12.72	13.11	13.51	13.90	14.30	14.69	15.09	15.50	15.91

Paraprofessional Classification

Educational	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.52	1.55	1.58	1.62	1.673	1.725
	10.27	10.51	10.74	10.98	11.22	11.53	11.77	12.01	12.25	12.48	12.80	13.22	13.63
Special Education	1.32	1.35	1.38	1.41	1.44	1.48	1.51	1.54	1.57	1.60	1.64	1.692	1.744
	10.43	10.67	10.90	11.14	11.38	11.69	11.93	12.17	12.40	12.64	12.96	13.37	13.78
Library	1.48	1.53	1.58	1.63	1.68	1.73	1.78	1.83	1.88	1.93	1.98	2.032	2.0847
	11.69	12.09	12.48	12.88	13.27	13.67	14.06	14.46	14.85	15.25	15.64	16.05	16.47

Custodial Classification

Head Custodian	2.24	2.30	2.36	2.42	2.48	2.54	2.60	2.66	2.72	2.78	2.84	2.892	2.944
	17.70	18.17	18.64	19.12	19.59	20.07	20.54	21.01	21.49	21.96	22.44	22.85	23.26
Custodian I	1.67	1.71	1.75	1.79	1.83	1.89	1.95	2.01	2.07	2.13	2.19	2.242	2.295
	13.19	13.51	13.83	14.14	14.46	14.93	15.41	15.88	16.35	16.83	17.30	17.71	18.13
Custodian II	1.41	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.81	1.862	1.914
	11.14	11.46	11.77	12.09	12.40	12.72	13.04	13.35	13.67	13.98	14.30	14.71	15.12

Food Service Classification

Manager	1.75	1.81	1.87	1.93	1.99	2.05	2.11	2.17	2.23	2.29	2.35	2.401	2.454
	13.83	14.30	14.77	15.25	15.72	16.20	16.67	17.14	17.62	18.09	18.57	18.97	19.39
Assistant	1.29	1.32	1.35	1.38	1.41	1.44	1.47	1.50	1.53	1.56	1.59	1.643	1.695
	10.19	10.43	10.67	10.90	11.14	11.38	11.61	11.85	12.09	12.32	12.56	12.98	13.39

Transportation Classification

Bus Driver	1.81	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13	2.17	2.21	2.262	2.314
	14.30	14.62	14.93	15.25	15.56	15.88	16.20	16.51	16.83	17.14	17.46	17.87	18.28