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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BENJAMIN LOGAN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**BENJAMIN LOGAN EDUCATION ASSOCIATION\_CLASSIFIED**

**July 1, 2019 – June 30, 2021**



Ratified by BLEA\_Classified on 08/06/2019  
Adopted by Board of Education on 08/19/2019

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## **Article 1 - Recognition**

The Benjamin Logan Local School District Board of Education, hereinafter referred to as the Board, is recognized as the policy-making body of the local school district, elected as representatives of the people, and directed by Ohio state law in providing educational opportunity to the children of the district.

The Superintendent is recognized as the chief administrator of the local school district and executive agent of the Board. He is further recognized to implement and administer policies set forth by the local board of education of the district.

The members of the bargaining unit are the following employees who are employed on a regular full time or part time basis:

- a. Bus Drivers
- b. Food Service Workers
- c. Head Cooks
- d. Bus Aide
- e. Educational Assistant
- f. Secretary

Excluded are all other employees, all management, supervisors and confidential employees, as defined in Ohio Revised Code, Chapter 4117, and all seasonal employees and casual employees as defined by SERB, and teachers. If any new classified position is created by the district, the parties will meet and negotiate whether or not the position is included or excluded from the Bargaining Unit. If agreement cannot be reached, the parties will utilize the State Employment Relations Board to determine if the position is included or excluded from the unit.

The Benjamin Logan Education Association hereinafter referred to as the Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the sole and exclusive negotiating agent of the classified staff with the Board for the purpose of professional negotiations in accordance with the provisions as stated above.

Issues of negotiations are recognized as matters of concern to the Board or Association affecting employment, contracts, working conditions, and salary and fringe benefits. Nothing in this agreement shall, however, abrogate the power of the Board acting in accordance with the laws of the State of Ohio and the procedures set forth therein, to refuse to renew an individual contract or to terminate a contract for cause.

## **Article 2 - Rights of Board**

- A. The Union recognizes that the Board and the Superintendent are the bodies of authority solely vested with the right to run and fund the Benjamin Logan Local Schools, that the Board and Superintendent shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions. The Board recognizes that it is obligated to bargain about the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Changes may be made at all times during this Agreement by mutual consent of both parties and shall be attached in the form of Articles or Memoranda of Understanding.

- B. Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; manage and direct employees, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or lay off employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline, demote, or terminate employees; determine the adequacy of and effectively manage the work force; determine and carry out the overall mission, goals, programs and services of the school district and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; and determine the hours of work and work schedules. The exercise of any of the foregoing management rights are limited only by the expressed terms of this Agreement.

### **Article 3 - Rights of Association**

The Association shall be granted the following organizational rights as the negotiating agent of the staff provided, however, such activities do not interfere with the primary or other proper use of said facilities or operation of the school district.

- A. To enter into professional negotiation discussions with the Board or its representatives in accordance with provisions of the negotiations procedure.
- B. Payroll deduction of dues including Association, Ohio Education Association, and National Education Association, will be made in accordance with the law.
- C. The Association shall have the use of bulletin boards in all employee workrooms and lounges, the use of the PA system to make necessary announcements, and the right to make Association statements at staff meetings and be provided time at each regular Board meeting to address the Board and public. Use of the Board facilities are subject to the following conditions and restrictions:
1. All Union materials intended for distribution and/or display in any property under the management of the Board must be approved and signed by the union president or designee before distribution and/or display.
  2. The following types of material should not be distributed or displayed:
    - a. Materials indicating the existence of situations not reflecting actual conditions.
    - b. Materials which could possibly undermine support of the school system by the general public.
    - c. Materials personally attacking the actions or competence of individuals.
    - d. Materials promoting any activity contrary to Board Policy or the Revised Code of Ohio.
    - e. Materials whose contents are in poor general taste and not in the best interests of the Board and the Union in general or the entire school system in particular.

3. Distribution and/or display of any material by the Union is tacit admission of compliance with conditions in (a) and (b) above and implied permission that he/she is so held responsible for the contents.
  4. In the event the Union president or designee desires Administration concurrence for distribution and/or display of a given piece of material, he/she should seek the approval of the Superintendent or the Central Office designate.
- D. Use of school mailboxes for distribution of Association materials.
  - E. The Association President shall receive the names, addresses, and phone numbers of any newly hired employees and copies of the financial reports of the District upon request.
  - F. The Association shall be given time on the first work day of each new school year for the purpose of conducting a general meeting and membership drive.
  - G. The Association President shall be provided copies of the agenda, minutes and any other attachments for each Board meeting prior to the Board meeting.
  - H. Association representatives may meet with employees during the workday, providing the visit does not interfere with the performance of duties.
  - I. Use of buildings and facilities for Association functions in accordance with Board policy.
  - J. Any employee elected to serve in a state (OEA) or national (NEA) office shall be given an unpaid leave of absence with seniority for the period of time they serve in that office. Upon returning to the District, the employee shall be placed in a position for which he/she is qualified and will be placed on the next pay level that they received prior to the leave.
  - K. The Association shall be granted paid leave in the amount of eight (8) days inclusive of both BLEA bargaining units to be used to represent employee interests. This is an aggregate number. The Association President shall notify the Superintendent three (3) days in advance of the persons' using Association Leave and the dates on which it will be used.

#### **Article 4 - Rights of Individuals**

Nothing contained herein shall abridge the right of individual classified employees to present their view of recommendations which affect their status in the District to the Superintendent or to the Board in accordance with established procedures.

## **Article 5 - Negotiations**

- A. If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than May 1st nor earlier than February 15th of the year in which this agreement expires. Notification from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.
- B. The negotiating session dates shall be arranged within ten (10) calendar days of the date of the notice in section.
- C. Typed proposals shall, in form and in detail, specify the language to which agreement is sought. All proposals will be exchanged at a mutually agreed upon date prior to the first bargaining meeting. No additional proposals may thereafter be submitted except by mutual agreement. There shall be a maximum of ten (10) proposals submitted by each party. Any Provisions of this Agreement that are not implicated by either party's initial proposals will become a part of any successor agreement.
- D. Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting. Meetings shall be closed to the press and the public. Either party may caucus for a reasonable period at any time. Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device. Members of the Association Bargaining Team shall be released on professional leave without loss of pay to conduct negotiations if mutually agreed upon by both parties.
- E. Bargaining teams, excluding consultants, shall be limited to five (5) representatives of the Board and five (5) representatives of the Union.
- F. Neither party shall make a release to the news media regarding bargaining prior to a declaration of impasse.
- G. Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement. Tentative agreements shall remain part of the proposed negotiated contract, even if either party declares impasse. When tentative agreement is reached on all items, the full agreement will promptly be submitted to the Union for ratification and thereafter promptly submitted to the Board for ratification. Both bargaining teams shall give their recommendation to their respective parties for acceptance and/or ratification. Upon such ratification by both parties, the successor agreement will be executed. The Board shall be responsible for the typing of the final negotiated agreement. The Union shall be responsible for the duplication and distribution of the agreement to all bargaining unit members.
- H. If the parties are unable to reach tentative agreement on all items the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation, as described herein, constitutes the parties' mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. If mediation does not produce a tentative agreement, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

## **Article 6 - Membership**

Bargaining Unit Members shall sign and deliver by September 10, to the Board, an authorization for requesting membership dues of the recognized Association and its affiliates. Such authorization shall begin the first pay in October and continue in equal installments (2 times per month) with final payment to be deducted the second pay in July. The deductions shall continue in effect until such time as said employee gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the Treasurer.

## **Article 7 - Relation to State Law/Strikes**

- A. Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty (30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have not been invalidated shall continue in full force and effect in accordance with their terms.
- B. The Union, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement. The Board shall not lockout employees during the term of this Agreement.

## **Article 8 - Reduction in Force**

The Board may suspend contracts in accordance with ORC 3319.172.

## **Article 9 - Job Descriptions**

Job description will be available for all bargaining unit members. The job descriptions will be reviewed periodically to ensure that they are up to date and reflective of the duties to be performed. Employee input may be sought by the administration in developing and reviewing job descriptions.



## Article 10 - Retention Payment

On July 10, 2020 The Benjamin Logan Local School District’s Board of Education agrees to pay a one- time retention incentive payment of \$200 per employee, to any and all members of the BLEA – Classified bargaining unit membership who were employed with the school district on or before July 1, 2019. This retention payment does not apply to staff hired after July 1, 2019.

## Article 11 - Work Day, Work Year

Employees shall work according to the chart below with regard to daily work hours and the number of days for each classification.

Educational Assistants will be paid within their scheduled work day for a 30 minute lunch.

*Example:* If an Educational Assistant’s assigned day was 8:00 am to 3:00 pm, the Educational Assistant was formerly compensated for 6.5 hours of “work” time and a 30 minute unpaid lunch period. This will result in this employee class being compensated for the full 7 hours.

Classification	Work Days Per year	Work Hours per day
Bus Drivers	179 (176 + 3 days of training and maintenance)	4.0
Bus Aides	176 (mimics student year)	4.0 - 6.50
Food Service Workers	178 (176 + day before and after the year)	2.5 - 6.0
Educational Assistants	178	4.0 - 7.0 (7 hours -1/2 paid lunch)
Secretary	200 - 224	8.0
Head Cook	178 (176 + day before and after the year)	7.0

Additional hours and/or additional trips shall be paid per time sheet at the appropriate rate.

## Article 12 – Transportation, Extra Runs, and Trips

Trip assignments for bus drivers shall be made in accordance with the seniority-based rotation list, starting at the top of the list. As bargaining members sign up for a trip, or elect not to sign up for a trip assignment, their names will move to the bottom of the rotation list.

*Family Exception:* In order to allow for the parents, grandparents, guardians or siblings of a student who will be transported on a trip, drivers may select a trip (one per meeting) regardless of their position on the rotation list. If more than one driver is eligible for this exception, the driver highest on the rotation list shall be assigned the trip. A driver who uses the family exception to select a trip will return to their regular position on the seniority list for subsequent bidding rounds.

- A. **Seasonal (Fall/Winter/Spring) bidding and monthly bidding:** There will be three seasonal biddings per year and monthly bidding meetings. Drivers must be present at seasonal or monthly biddings in order to select trips. However, drivers who are unable to attend due to illness, emergency or due to a conflict created by the performance of their district duties may select a trip via proxy to be considered for trips.

- B. Trips that become available after the monthly meeting shall be posted on the Transportation Bulletin Board and/or electronic notification system. All employees who bid at the most recent monthly meeting on the rotation list will be notified via email of the new trip. The trip will be offered to the next name on the rotation list via a phone call or face-to-face contact. After 8 hours, the next person on the rotation list will be contacted and the process will continue until the assignment is successfully made. If the trip becomes available with less than 48 hours before the trip, the Transportation Supervisor may fill the assignment at his/her discretion without regard for the rotation list.
- C. Any drivers can claim deduct trips leaving earlier than their regular routes and substitute drivers will be assigned to their regular route. This provision will only apply when substitute drivers are available.
- D. For field trips canceled within one (1) hour of the pickup time, the driver shall be paid a minimum of one (1) hour at his/her trip rate if the trip is cancelled prior to the driver driving.
- E. Employees who cannot fulfill their trips assigned at the monthly meeting must notify the Transportation Supervisor who will assign the trip to another driver in accordance with the seniority list.
- F. **Bus Routes Determined by Seniority:** Drivers shall retain their routes from year to year. If a driver wishes to vacate their route at the end of a school year, their current route must be posted and made available for bid by notifying the Transportation Supervisor two (2) weeks before the end of the school year. All vacant routes shall be posted on the Bus Garage Bulletin Board and Electronic Notification System and awarded by seniority no later than ten (10) days after the date of the posting or ten (10) days prior to the start of the school year. If no other drivers decide to vacate their routes, all drivers will retain their current routes. If a route becomes vacant during the school year, the route will be posted and made available for bid using the Bus garage Bulletin Board and Electronic Notification System. All bargaining unit members will be notified via email of the posting. The route will be awarded to the applicant based on seniority. If the vacant routes are filled by a current full-time driver, the routes of the drivers accepting the new routes shall be made available using the same process until no other full-time drivers elect to apply for a vacant route. Any remaining vacant routes shall be made available to new hires.
- G. The Superintendent or designee reserves the right to assign routes in extenuating circumstances. Assignments may not be made for arbitrary or capricious reasons. Additionally, all routes are subject to changes resulting from changes in ridership, overflow, or other extenuating circumstances.
- H. Extra runs such as the Ohio High Point, Mac O Chee, Indian Lake, and Discovery Center are supplemental to regularly assigned routes and shall be assigned using the process outlined in section I for regular bus routes. Compensation is aligned with the regular route pay.
- I. Compensation for trips will be paid as follows:
  - In the 2019-2020 school year (July 1, 2019 – June 30, 2020) the bus trip rate will be \$11.35 per hour.
  - In the 2020-2021 school year (July 1, 2020 – June 30, 2021) the bus trip rate will be \$12.35 per hour.

## **Article 13 - Evaluation Policy**

The purpose of evaluation is:

1. To assess an employee's work performance
2. To help employees achieve greater effectiveness in the performance of their work assignments.
3. To assist in informing personnel decisions.

Evaluations will be conducted at least once every three (3) years by the appropriate supervisor. The evaluation will include the signature of the employee; this signature shall not signify agreement of the contents of said evaluation, only that the employee is aware of its placement in the personnel file. A copy of the evaluation shall be provided to the employee within ten (10) workdays of the official evaluation meeting. Evaluation meeting(s) will be completed by May 1 of the evaluation year. Employees may submit a rebuttal for attachment to the evaluation within ten (10) workdays after receiving a copy of the evaluation.

## **Article 14 - Contract Sequence**

If the employee is retained beyond his/her first year of employment, then the employee will be covered by the contract sequence in R.C. 3319.081.

## **Article 15 - Years of Service**

Any substitute classified employee, when hired as a regular employee, shall be given a year of credit on the appropriate salary schedule for every one hundred twenty (120) days worked as a substitute in the same classification as the job being filled.

For the purpose of this article, job classifications shall be the same as those set forth in Article 1, Paragraph 3.

## **Article 16 - Seniority**

- A. System seniority is the length of employment with the Board computed from the most recent date of employment.
- B. Classification seniority is the length of employment in a particular classification computed from the most recent date of entry into such classification. For purposes of this provision, the following classifications exist: Bus Drivers, Food Service Workers (including Head Cooks), Bus Aide, Educational Assistant, and Secretary.
- C. A Seniority List shall be posted each September and sent to the Association President; should changes be made during the year, a new list shall be sent to the Association President.
  1. The names of employees on the seniority list shall appear in seniority rank order within areas of classification (most senior at top), their first day worked, their hire-in date, and contract status.

2. Employees with seniority in more than one classification shall be listed in all classifications where they hold seniority.
3. Ties in seniority shall be broken by determining the most senior according to the earliest hire (first listed) at the BOE Meeting.

### **Article 17 - Vacancies, Transfers and Assignments**

- A. **Vacancies** - A vacancy shall exist as a result of a resignation, retirement, termination, promotion, or transfer, or the creation of a new position. The Board reserves the right at all times to determine whether to fill any vacancy.
- B. **Postings and Vacancies** - All vacancies and new positions shall be posted in each building office and on the District web page for a specific period not fewer than five (5) calendar days. The District shall also e-mail all vacancies and new positions to all BLS staff e-mail accounts.
- C. **Voluntary Transfers and Reassignments**- All employees who have submitted a timely bid for a vacant position will be interviewed and considered. Final decisions on transfers and/or reassignments shall be the responsibility of the Superintendent or his/her designee. A request for transfer cannot be a guarantee that the request will be granted. Any bargaining unit member who is not awarded the position based solely on qualifications shall be given a conference with the Superintendent or designee to inform him/her of the reasons for not receiving the position, with recommendations being given toward improving qualifications.

### **Article 18 - Termination and Fair Dismissal**

- A. The Board's right to manage, direct and control the operations of the District includes the right to discipline employees for just cause. Progressive discipline may consist of verbal warnings, written reprimands, suspensions without pay, termination or such other appropriate action as may be warranted given the nature of the misconduct involved.
- B. An employee may request the presence of a Union Representative (or other OEA member of his or her choice if a Union Representative is not readily available), at any investigatory interview conducted by the Board of Education if the employee reasonably believes that such interview might result in disciplinary action. The Board should advise any employee facing disciplinary action of his or her rights to have a Union representative or other employee present.
- C. Except in situations of serious misconduct warranting immediate suspension or termination, the discipline of an employee will ordinarily be administered in accordance with the principle of progressive discipline. In all cases of discipline, the employee will be given written notice of such and will be informed that the notice will be made part of his/her personnel file. Employees who receive such notices shall have the right to file a response or objection to the disciplinary action. The response or objection shall be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice as proof that they actually received the notice.
- D. Any dispute arising from the discipline, demotion, or suspension of an employee shall be processed under the Agreement's grievance procedure. Employee contracts shall be terminated in accordance with R.C. 3319.081 unless the employee was hired after July 1, 2019, and is in the first year of service with the District. In this

case, the District may terminate the employment relationship during the first year of service and the employee will not have recourse to the grievance procedure or the statutory termination process. Prior to exercising this option, the Superintendent and appropriate administrator will meet with the employee and BLEA representation and explain the rationale for the termination decision.

### **Article 19 - Mileage**

Any classified employee who, as a part of his/her job, is required to use his/her own personal vehicle for transportation shall be reimbursed at the maximum rate allowable under the Internal Revenue Service allowable business deduction in effect on January 1 of each year for all work related travel.

No mileage shall be paid for travel to or from the place of employment.

### **Article 20 - Leave (Sick, Personal, Professional, etc.)**

- A. All types of leave must be requested and recorded in the district's provided electronic system for managing absences. Transportation staff must additionally call the Transportation Supervisor. An employee whose absence because of an illness extends beyond three (3) days, may be required to present a doctor's statement upon return to work. An employee who has a documented long-term illness of either him/herself or a member of his/her immediate family shall be exempt from these provisions. Falsification or misuse of sick leave is grounds for suspension or termination.
- B. Each employee shall be entitled, for each completed month of service, to sick leave of one and one quarter (1.25) days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, shall be advanced in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. The Treasurer shall automatically advance such days as required for the absence of an employee, which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck. Sick leave may be accumulated up to a total of two hundred sixty (260) days.
- C. Sick leave may be used for illness in the employee's immediate family, which for this purpose, shall be defined as: spouse, child, parent, grandparent, sibling, grandchild, or in-law or other relatives living in the household. A person who clearly stands in the same relationship with the employee as any of those persons specified, may be included at the discretion of the Superintendent. The Superintendent may also grant additional sick leave when deemed necessary.
- D. Employees may use up to six (6) weeks of sick leave immediately after the birth or adoption of a child in order to bond with the child. Eligibility for this benefit shall begin once the child is born or after the employee takes legal custody of the adopted child.
- E. In the case of death of a member of the employee's immediate family, the employee may not use more than five (5) days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.

- F. A day of sick leave may be used for the purpose of attending the funeral of a relative not provided for in the above paragraph. In the event of a death of a friend/colleague, an employee may use one (1) day of personal leave or two (2) days of sick leave, which equals one (1) bereavement day for the purpose of attending the funeral of a friend/colleague with attached obituary.
- G. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be used in quarter day increments. If a partial sick day is needed for an appointment, employees are encouraged to return to work if able.
- H. An employee will, whenever possible, notify his/her supervisor or designee of any absences the day before the absence so that appropriate arrangements can be made to secure a substitute.
- I. If a calamity day or holiday occurs during a sick leave period, the employee will not be charged with a sick leave day.
- J. The Board will continue to carry on payroll records the name of any employee who is on approved leave of absence. The employee may elect to maintain their existing insurance coverage according to COBRA regulations. The employee must make the monthly payments in the amount of the total monthly premium by the first day of that month.
- K. An employee who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:
  - 1. An employee who meets or will meet the criteria set forth above shall notify the Superintendent of his/her desire to request sick leave donations. If the request is approved by the Superintendent, he shall so advise the BLEA President, in writing, who shall then notify the bargaining unit members of the donation opportunity;
  - 2. Employees who have a balance of at least fifty (50) sick leave days may donate one (1) or two (2) of their sick leave days by submitting a signed letter to the Treasurer. Donations must be received by the Treasurer within ten (10) calendar days of the Superintendent's approval of the donation request referenced above. Donation will be accepted in units of up to twenty (20) days;
    - a. Unused donated sick leave may not result in an increase in severance pay.
    - b. Unused donated sick leave shall not be returned to the donor and will be removed from the recipient's sick leave balance.

**Family and Medical**

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

**Unpaid**

Upon written application of a unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board will grant such leave where illness or disability is the reason for the request and satisfactory medical verification is provided. Without application, the Board may grant such leave in accordance with Section 3319.13 of the ORC because of

physical or mental disability, subject to the unit member's right to a hearing on such unrequested leave in accordance with Section 3319.13.

### **Jury Duty/Court**

- A. All absences for jury duty/court leave must be requested through the District's electronic system.
- B. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
- C. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that the subpoena is work related and neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.

### **Military**

Military leave shall be granted in accordance with state and federal law.

### **Personal**

- A. Employees may have three (3) personal days per school year. The Association and the administration encourage all employees to use personal leave in such a manner that is not in ethical conflict with professional duties. Personal leave is non-accumulative. However, unused personal days shall, at the conclusion of the school year, be converted to sick leave days. If the employee is unable to convert the unused personal day(s) to sick leave because the employee has reached the maximum sick leave accumulation allowed, then the employee shall be paid one hundred-dollar (\$100) for each unused personal day.
- B. Requests for personal leave should ordinarily be made in writing to the appropriate building principal or supervisor five (5) school days in advance of the date for which leave is desired. However, personal leave shall not be denied if requested as a result of unanticipated events, as determined by the building principal, which necessitate its use.
- C. With respect to any of the three (3) days, the administration may deny approval if the administration knows or expects that at least ten percent (10%) of the classification staff in that district will be absent on that particular day (rounding up to the nearest whole number; ex. = 10% of 23 employees = 3 employees).
- D. Requests for personal leave days during the first ten (10) and last ten (10) school days of the school year shall be submitted to the Superintendent.
- E. Personal leave may not be taken immediately prior to or immediately after a school or legal holiday (a school holiday will be defined as a day not in session, excluding Saturday and Sunday), or to extend a vacation period, or on days scheduled for professional development unless such use is requested in advance for unique reasons and the Superintendent approves such use in writing.

## **Article 21 - Assault Leave**

- A. A school employee may be absent from duty under the provision of Sick Leave, Personal Leave, and other types of leave provided by statute and other administrative procedures. In addition to the above, a school employee may also be absent from duty due to an assault which occurs in the course of employment.
- B. In order to qualify for assault leave, which shall not be charged against sick leave or against other leave granted under the Ohio Revised Code, the following guidelines should be observed:
  - 1. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board.
  - 2. The determination as to whether or not the physical disability is a result of an assault that occurred in the course of Board employment shall be made by the Board. However, the employee must secure certified data as to the injuries sustained, from a person licensed to practice medicine, if requested by the Board. The Board shall pay a maximum of one hundred dollars (\$100) for such examination.
  - 3. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the employee will be maintained on a full-pay status during the period of such absence shall be until the employee is eligible to return to duties similar to the duties the employee was employed for prior to the physical disability resulting from the assault or one of the following limiting factors:
    - a. The end of the employee's limited term contract if within less than one (1) year from the date of the assault.
    - b. The resignation of the employee prior to one year from the date of the assault.
    - c. The determination of the eligibility for Disability Retirement benefits by the retirement system prior to one (1) year from the date of the assault.
    - d. The termination of the contract between the employee and the Board by any other method prior to one (1) year from the date of the assault.
    - e. The obtainment of workers compensation benefits or fifteen (15) days of leave per assault incident
- C. The return of any employee on authorized assault leave to duty shall be predicated on the establishment by the employee of his/her fitness to return to duty following the same method assault leave was authorized in the first instance. The Board shall pay a maximum of one hundred dollars (\$100) for such examination.



## **Article 22 - Insurance & Health Benefits**

The Board will maintain group health, vision and dental insurance plans for its full-time employees, equal to or greater than the current level of benefits. Such coverage is outlined in the Benefit Plan available to each employee.

- A. The Board reserves the right to select and/or change carriers or third-party administrators, and further agrees not to diminish benefits provided during the life of this Agreement.
- B. The Board will pay 82% toward vision and dental coverage monthly premiums.
- C. The District shall offer one (1) medical plan for all employees. This plan shall be a High Deductible Health Plan with a corresponding Health Savings Account. The Board will pay 75% toward the monthly premium for single and family coverage. On or before January 10 and on or before April 10, in equal installments, the Board will deposit into the employee's account the amount earned by the employee in the previous school year, based on the wellness plan criteria met in that previous year. If the employee provides satisfactory evidence that he/she has insufficient HSA funds available to apply to an eligible expense, the District shall accelerate the HSA payments necessary to cover the expense up to the employee's maximum earned HSA contribution amount based on the criteria below. The wellness plan criteria shall be as follows:
  - 1. 40% (\$640) shall be contributed for documentation indicating that the employee has completed a routine examination (check-up) with a Physician.
  - 2. 30% (\$480) shall be contributed for documentation indicating that the employee has completed an examination with a Dentist.
  - 3. 30% (\$480) shall be contributed for documentation indicating that the employee has completed an examination with an Optometrist.

The same percentages and amounts would apply for spouses of employees who have family plans. Single coverage employees could earn a maximum of \$1,600 in contributions while family coverage subscribers could earn \$3,200 with proper documentation from the covered employee's spouse.

- D. Examinations must be completed and documentation (EOB or any document/form signed by licensed physician) submitted to the District by October 31 of each year in order to be eligible for the HSA contributions. The examination must occur within the twelve (12) months prior to October 31 of the year of submission. When an employee joins coverage, the amount placed in the employees account is prorated on the Treasurer's calculations, based on a yearly amount of \$1,600 for single coverage and \$3,200 for family coverage. In the event an employee drops coverage, he or she may be liable for the difference of the prorated amount and shall re-pay the district based on the Treasurer's calculations.
- E. All eligible employees shall have the option to participate in a board-approved IRS 125 - Part A (Payroll Reallocation) Program, whereby employee contributions to the cost of insurance adjusts the employee's gross income downward, resulting in potential tax savings to the employee. Choice of which company will administer the program rests solely with the Board. If the foregoing Payroll Reallocation Program is nullified by subsequent governmental action, the Board will be held harmless and this provision will be null and void.
- F. An employee who has a spouse who is eligible for healthcare benefits through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board. If the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single healthcare plan offered by the Board.

- G. Any employee collecting retirement benefits from School Employees Retirement System and employed by the Board may purchase employer sponsored medical, dental, and vision insurance. The Board shall pay \$100 towards the monthly single premium for medical and dental coverage. The Board shall pay \$225 towards the monthly family premium for medical and dental coverage. The Board shall pay 82% vision coverage monthly premiums. The Board will deposit in to the employee’s account the amount earned by the employee in the previous school year, based on the wellness plan criteria met in that previous year. All current retired employees will be grandfathered into current insurance plan.
- H. Employees collecting retirement benefits from the SERS shall not be eligible for employer sponsored life insurance.
- I. Any spouse that is eligible for Medicare is not eligible to be on the District’s Insurance Plan. If a spouse is on the plan and becomes eligible for Medicare, the spouse is no longer eligible for the district’s plan the first day of the month in which the spouse becomes eligible for Medicare.
- J. The Board will provide employees with a \$20,000 term life insurance paid by the Board.

**Article 23 - Attendance Incentive**

Employees shall be paid a yearly attendance incentive based on the following:

Number of Days Used	Amount to be Paid
0	\$500.00
1	\$350.00
2	\$200.00

The attendance incentive shall be paid no later than July 10 of each year. Partial days of sick leave and/or personal leave use shall result in a pro rata deduction.

**Article 24 - SERS Pick-up**

Consistent with the provisions of Internal Revenue Service Ruling 77-42, 81-35 and 81-36, effective October 1, 1983, the Board shall pick-up each classified employee’s mandatory contributions to the School Employees Retirement System of Ohio (SERS) provided that no classified employee’s total compensation is increased by such pick-up nor is the Board’s total contribution to SERS increased. The dollar amount to be “picked-up” by the Board:

1. Shall equal the then current percentage amount of the above-mentioned employee’s mandatory SERS contribution;
2. Shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
3. Shall be included in computing final average salary;
4. Shall not be reported by the Board as subject to current federal and state income taxes;
5. Shall be reported by the Board as subject to city income taxes;

6. Shall not affect the calculation of the above-mentioned employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting the above-mentioned employee's authorized credit information to financial institutions.

### **Article 25 - Severance Pay**

- A. Each Employee retiring from the Benjamin Logan Local School District, and who has been employed by the Benjamin Logan Local School District for a minimum of ten (10) consecutive years at the time of retirement and who meets the qualifications for retirement set forth by the School Employees Retirement System, shall at the time of their retirement be compensated for the value of their accrued but unused sick leave as set forth below.
- B. Severance allowance shall be the value of accrued by unused sick leave, limited to twenty-five percent (25%) of up to two hundred sixty (260) days of accrued sick leave. Employees who retire when first eligible to retire under SERS rules and submit written notice of retirement at least 6 months prior to the effective date of retirement shall receive forty percent (40%) of all their accumulated sick leave. Additionally, employees shall receive an additional one hundred dollars (\$100.00) per year for each year of service in the Benjamin Logan school district.

Compensation shall be based on the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of retirement.

Documentation of retirement from SERS is required to receive severance pay.

### **Article 26 - Workers' Compensation**

- A. All bargaining unit members may have full rights to Workers' Compensation benefits per injuries on the job.
- B. Bargaining unit members shall not be required to exhaust sick leave to claim Workers' Compensation benefits.

### **Article 27 - Electronic Deposit**

- A. Salary Checks

The Board of Education shall electronically deposit all payroll checks and proof of deposit shall be e-mailed to each employee at their school provided email address. Employees will be provided a list of pay dates by August 31 of each year.

- B. Deductions

1. Only the following deductions from paychecks shall be made without prior written authorization of the employee:
  - a. Federal, state, city and school district income taxes

- b. Retirement
  - c. Court ordered deductions
2. Only the following deductions from paychecks will be made upon a signed, written authorization:
- a. Personal group insurance as already established
  - b. Employee's cost for district involved medical insurance
  - c. Tax sheltered annuities:

The employee remains at all times responsible for any tax consequences as a result of the employee's decision to establish or change the amount of any tax-sheltered annuity. In the event the Treasurer and or the Board of Education are assessed any taxes, charges, penalties or interest as a result of the deductions by an employee which exceed or contravene the Internal Revenue Code limitations and regulations, those amounts shall be reimbursed by the employee to the Treasurer or Board of Education as long as such taxes, charges, penalties or interest do not accrue due to negligence by the Board or its agents.

- d. Professional dues
- e. 125 Plan

Employees who elect membership per item d above, shall sign and deliver by September 10, to the Board, an authorization for requesting membership dues of the recognized Association and its affiliates. Such authorization shall begin the first pay in October and continue in equal installments (2 time per month) with final payment to be deducted the second pay in August. The deductions shall continue in effect until such time as said employee gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the Treasurer

### **Article 28 - Salary Notice**

- A. In the event the Board decides not to reemploy an employee for the succeeding school year, it shall notify that individual of its intent, on or before June 1.
- B. Salary notices will be issued to bargaining unit members on or before July 15. Salary notices shall contain the following:
  - 1. Employee Name
  - 2. School Year
  - 3. Salary/hourly rate
- C. The Superintendent will notify affected staff of change in assignment by July 20 of each year. In emergency situations, the Superintendent reserves the right to make necessary adjustments in assignments after July 20. For purposes of the administration of this provision, "emergency" shall mean the sudden and unanticipated vacancy in a bargaining unit position directly related to the Superintendent's intended action. In order to avoid problematic effects of reassignment, the Superintendent shall meet with employee(s) and a BLEA representative(s) to discuss the reason for the emergency change of assignment(s).

## **Article 29 - Meetings Called by Administration**

Classified employees will attend any mandatory group meeting called by the administration during or after the work day and shall be paid for all hours in attendance at their regular rate of pay. This pay shall also include in-services, any mandatory "in-house" trainings and/or random drug testing. Post-accident drug testing that returns a negative result will also be paid. This does not include any time spent in voluntary meetings, voluntary committee work, the grievance process, or conducting Union business.

## **Article 30 - School Calendar**

- A. The Board, through its Superintendent, has the responsibility for determining the school calendar within statutory limitations.
- B. The Superintendent will provide the President of the Association a proposed school calendar before its formal acceptance by the Board. There shall be a minimum of two (2) weeks allowed for consideration, receipt of suggestions and requests that the Association may wish to make concerning the proposed school calendar.
- C. Suggestions and requests of the Association concerning the school calendar will be submitted to the Board through its Superintendent for their consideration prior to setting the calendar.

## **Article 31 - Employer/Employee Relations Committee**

- A. In the interest of sound labor-management relations, the Board and/or its designee may meet with three (3) representatives of the Union to discuss potential problems and promote a more harmonious labor-management relationship. these meetings shall be convened at mutually agreeable times upon the request of either the Union President or the Superintendent.

It is understood that the sole purpose of the committee is to communicate the concerns for each party, which may or may not result in resolution of either party.

- B. Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting and a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending.

## **Article 32 - Subcontracting Work**

The Board agrees to provide at least thirty (30) days' notice prior to subcontracting any work performed by bargaining unit members (or any similar work) to an outside organization which results in the layoff of unit members.

### **Article 33 - Severability**

Consistent with Chapter 4177 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision which was invalidated. All other provisions which have not been invalidated shall continue in full force and effect with their terms.

### **Article 34 - Grievance Procedure**

A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A "grievant" is defined as an employee or group of employees (class action) of the local having a grievance.

1. An employee who has a grievance shall discuss the grievance with his or her supervisor within ten (10) days of the occurrence of the act or event on which the grievance is based.
2. If the grievant is not satisfied with the resolution of the issue at the Supervisor's level, he shall file the grievance with the Superintendent within ten (10) days of the supervisor's response. The Superintendent or his designee shall hold an informal hearing with the employee within five (5) days of the Superintendent's receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and email it to the employee within five (5) days of the informal hearing.
3. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to FMCS Grievance Mediation, within ten (10) days of receipt of the written Superintendent's disposition. The parties shall first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.
4. If mediation does not resolve the grievance, the grievant may, within ten (10) days of the mediation session, appeal the grievance by submitting a written request for arbitration to the Union, with a copy to be furnished to the Superintendent. The Union shall decide whether or not to file for arbitration. If the Union decides to proceed to arbitration, it must do so within five (5) days by mailing a written request to the American Arbitration Association with a copy to be furnished to the Superintendent, for a list of seven (7) arbitrators. Either party may request that a second list of seven (7) names be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding.
5. This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

### **General Provisions**

- A. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.
- B. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.
- C. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.
- D. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Union; in any case, however, a designee of the Union may be present at each step of the procedure. At any arbitration, the grievant must be represented by a designee of the Union.
- E. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

## Article 35-Duration

Except as otherwise may be provided herein, this agreement represents the entire agreement between the parties and supersedes all prior agreements, understanding or practice, whether oral or written, between them. This agreement shall become effective July 1, 2019 and shall remain in full force and effect through June 30, 2021.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the opportunity to make proposals, and that the understanding and agreements arrived at by the parties after the exercise of that opportunity are set forth by this agreement.

Therefore, for the life of the Agreement, the Board and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement unless otherwise agreed.

Signed by authorized representatives of the parties this 19th day of August, 2019.

FOR THE BOARD OF EDUCATION:

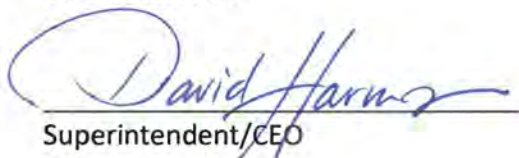
FOR BLEA CLASSIFIED:



Board President



BLEA President



Superintendent/CEO



BLEA Classified Vice President



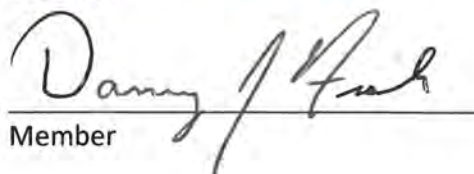
Treasurer/CFO



Member



Administrator



Member

*Every Student.*



*Every Day.*



## Appendix A - Salary Schedule

<b>CLASSIFIED SALARY SCHEDULE FY20_FY21</b>																	
2019-2020	1.02																
2020-2021	1.016																
<b>2019-2020</b>	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Secretary	14.61	15.20	15.82	16.40	17.00	17.50	18.16	18.52	18.52	18.52	18.52	18.99	18.99	18.99	18.99	18.99	19.46
Educational Assistant	11.13	11.48	11.83	12.17	12.54	12.88	13.22	13.48	13.48	13.48	13.48	13.83	13.83	13.83	13.83	13.83	14.17
Head Cooks	13.30	13.69	14.11	14.51	14.94	15.33	15.75	16.04	16.04	16.04	16.04	16.42	16.42	16.42	16.42	16.42	16.80
Food Service Workers	11.13	11.48	11.83	12.17	12.54	12.88	13.22	13.48	13.48	13.48	13.48	13.83	13.83	13.83	13.83	13.83	14.17
Bus Drivers	14.62	15.20	15.81	16.41	16.99	17.60	18.17	18.53	18.53	18.53	18.53	18.99	18.99	18.99	18.99	18.99	19.46
Bus Aide	11.13	11.48	11.83	12.17	12.54	12.88	13.22	13.48	13.48	13.48	13.48	13.83	13.83	13.83	13.83	13.83	14.17
<b>2020-2021</b>	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Secretary	14.84	15.44	16.07	16.66	17.27	17.78	18.45	18.82	18.82	18.82	18.82	19.29	19.29	19.29	19.29	19.29	19.77
Educational Assistant	11.31	11.66	12.02	12.36	12.74	13.09	13.43	13.70	13.70	13.70	13.70	14.05	14.05	14.05	14.05	14.05	14.40
Head Cooks	13.51	13.91	14.34	14.74	15.18	15.58	16.00	16.30	16.30	16.30	16.30	16.68	16.68	16.68	16.68	16.68	17.07
Food Service Workers	11.31	11.66	12.02	12.36	12.74	13.09	13.43	13.70	13.70	13.70	13.70	14.05	14.05	14.05	14.05	14.05	14.40
Bus Drivers	14.85	15.44	16.06	16.67	17.26	17.88	18.46	18.83	18.83	18.83	18.83	19.29	19.29	19.29	19.29	19.29	19.77
Bus Aide	11.31	11.66	12.02	12.36	12.74	13.09	13.43	13.70	13.70	13.70	13.70	14.05	14.05	14.05	14.05	14.05	14.40

<b>Longevity Payment</b>	
Year 20	<b>\$1,350.00</b>
Year 25	<b>\$1,625.00</b>
Year 30	<b>\$2,125.00</b>

Half payment is made at the end of each semester.

Year is defined at "Year in SERS Service."