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MASTER CONTRACT



BETWEEN

THE BOARD OF EDUCATION OF THE
BEACHWOOD CITY SCHOOL DISTRICT

AND THE

BEACHWOOD UNION OF SUPPORT STAFF,
AFT/OFT LOCAL #6840

Effective July 1, 2019 through June 30, 2020
Board Approval by Resolution #06-19-199A
June 24, 2019

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CONTRACT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as “Contract” or “Agreement”) made and entered into by and between the **BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT** (hereinafter referred to as “Board of Education” or “Board”) and the **BEACHWOOD UNION OF SUPPORT STAFF, AFT/OFT Local #6840** (hereinafter referred to as “Union”), as follows:

ARTICLE 1. EFFECTIVE DATE AND DURATION

- A. This Contract and the undertakings set forth herein shall be effective on and after July 1, 2019.
- B. This Contract and the undertakings set forth herein shall expire on June 30, 2020.

ARTICLE 2. RECOGNITION OF THE UNION

- A. The Board recognizes the Union as the sole and exclusive representative of the bargaining unit as defined below:

Included (Professional): All regular full-time and part-time Educational Assistants as follows: Special Education Assistants, Library/Media Assistants, Preschool Assistants and Instructional Assistants.

Included (Nonprofessional): All regular full-time and part-time support staff as follows: Bus Drivers, Secretaries, Office Assistants, Cleaners, Custodians, Maintenance, and Mechanics.

Excluded: Administrators, principals, supervisors, confidential employees, teachers, interpreters, seasonal and casual employees, and substitutes.

Confidential Employees: Include the following positions and such other positions as the parties may agree to from time to time: administrative assistant to the Superintendent; administrative assistant to the Assistant Superintendent (or Director of Human Resources/Director of Curriculum and Technology); administrative assistant to Pupil Services Director; administrative assistant to Supervisor of Buildings & Grounds; EMIS Coordinator; Payroll Coordinator; Accounts Payable Coordinator; Purchasing Agent; and District Registrar

- B. Employees shall have the right to join or refrain from joining the Union.
- C. Membership in the Union or any other such organization shall not be required as a condition of employment by the Board.
- D. There shall be no discrimination based upon membership or lack of membership in the Union or any other organization.

- E. The recognition granted herein shall remain in force and effect for the term of this Agreement, subject to the provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE 3. RECOGNITION OF THE BOARD/SUPERINTENDENT/TREASURER

- A. The Union recognizes the Board as the locally elected body charged with establishment of policies for the governance, administration, and operation of the Beachwood City School District (“District”) and as the employer of all personnel in the District.
- B. The Superintendent is recognized as the chief executive officer of the District. The Superintendent or designee may serve as the Board’s designee in all pre-disciplinary, disciplinary and/or “Loudermill” hearings.
- C. The Treasurer is recognized as the chief financial officer of the District.

ARTICLE 4. DUES DEDUCTION AND FAIR SHARE

- A. The District will deduct any dues levied by the Union from the pay of bargaining unit members upon receipt from the Union of individually signed authorization cards executed by the member for that purpose and bearing their signature.
- B. The District’s obligation to make deductions shall terminate automatically upon receipt of revocation of authorization with the thirty (30) day period prior to the termination of this Contract or upon the termination of employment or transfer to a job classification outside of the bargaining unit.
- C. All authorized deductions will be made from the member’s pay on a regular semi-monthly basis. All deductions shall be equal amounts and withheld semi-monthly starting on October 15th and ending on May 15th of each school year with a list of the members of the bargaining unit paying such dues by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- D. The Federation shall indemnify and hold the Board and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Board for the purpose of complying with any provisions of this article, or in reliance on any notice or authorization form furnished under any of the provisions of this article.

ARTICLE 5. UNION RIGHTS

- A. The Union shall have access to school mailboxes and inter-school mail delivery for non-political Union business.
- B. The Board shall grant up to a maximum of four (4) days for Union members to attend AFT/OFT conventions, conferences or meetings without loss of pay, sick leave or personal leave. This leave shall be paid release time and is limited to a total of four (4) days per year (not per member). These four (4) leave days shall be allocated among the members by the Union President. Bargaining unit members may extend the Union leave by one (1) day by electing to use one (1) personal day, if available.

- C. The Union President shall be notified in advance whenever the Superintendent or a member of the Board plans to recommend any amendments, subtractions or modifications of Board Policy. The Union President/designee shall be allowed to present the position of the Union on suggested changes at the Board meeting on which the recommendation is to be a topic.
- D. The Union President shall be placed on the regular mailing list for Board agendas using inter-school mail. U.S. mail will be used when school is not in session.
- E. A bulletin board (36"x 42") will be wall-mounted in the staff lounge of each building for the purpose of posting business of the Union.
- F. The Board shall permit the Union to use Board-owned facilities to hold full membership meetings, building meetings and any other types of meetings needed for Union business, subject to availability. Bargaining unit members shall not attend union meetings during their regularly scheduled work hours.
- G. Upon request, the union may hold a full membership meeting during an in-service day with prior consent from the Superintendent.
- H. The Board shall notify the Union President of newly hired bargaining unit members.

ARTICLE 6. MANAGEMENT RIGHTS

- A. The rights of the Union and the bargaining unit members shall be those set forth by an express written provision of this collective bargaining agreement. Except as may be expressly required by law, and unless specifically agreed to in an express written provision herein, it is understood and agreed that the Board and those empowered to act for the Board retain an unconditional authority consistent with this collective bargaining agreement regarding all other matters relating to the operations, management, planning, direction of the Beachwood City School District and of its buildings, facilities, and personnel employed therein including, but not limited to finances, work standards, work force, staffing, qualifications, employment and all other management rights granted by and under Ohio law.
- B. Nothing in this collective bargaining agreement shall preclude, prevent or otherwise interfere with the parties' respective rights in future collective bargaining negotiations under any legislation enacted during the term of this collective bargaining agreement.

ARTICLE 7. PROBATIONARY EMPLOYEES

- A. All members hired on or after the effective date of this Agreement shall serve a probationary period during the first ninety (90) actual work days of their employment with the Board ("Probationary Period"). Notwithstanding any other provision of this Agreement to the contrary, a member may be discharged without just cause at any time prior to the expiration of the Probationary Period.
- B. Members (including but not limited to those members who have not yet completed their Probationary period, if applicable) who are transferred, voluntarily or involuntarily, to another classification shall be required to serve a probationary period for the first 90 work days of their employment in the new

classification (Supplementary Probationary Period”). Notwithstanding any other provision of this Agreement to the contrary, a member may be returned to the former classification without just cause at any time prior to the expiration of the Supplementary Probationary Period.

- C. All members hired by the Board shall be conditionally employed until the Board receives a criminal background records check from the Bureau of Criminal Identification and Investigation. If the criminal background records check indicates that an individual does not qualify for employment under applicable law, the member shall be released from employment and informed of such release in writing. No member released from conditional employment under this paragraph (nor the Union on the member’s behalf) shall have the right to bring a grievance, request arbitration or initiate any proceedings to challenge the Board’s discharge of the member.

ARTICLE 8. EVALUATION PROCEDURES

- A. Bargaining unit members shall be evaluated in writing at least one (1) time per year by an administrator/supervisor.
- B. A bargaining unit member who holds a position in two (2) or more classifications shall be evaluated separately for each position.
- C. The evaluation shall take into account and include a record(s) of a personal observation(s) and goals/recommendations for improvement of the bargaining unit members. The evaluation shall be conducted in accordance with the District’s official evaluation procedure. The Board will publish the evaluation tool annually by October 15th. The Board may modify the evaluation tool as needed with prior notice and input from the Union.
- D. Each bargaining unit member will be given the opportunity to meet with the evaluating administrator/supervisor prior to the evaluation being placed in the bargaining unit member’s personnel file.
- E. The member shall date and sign the evaluation form. The member’s signature shall only acknowledge receipt of the evaluation.
- F. The bargaining unit member may respond to the evaluation in writing. The response shall be attached to the evaluation in the personnel file.
- G. If the evaluation shall be the basis of an imminent adverse employment action or may reasonably lead to an imminent adverse employment action, the bargaining unit member and the Union shall be notified at least two (2) working days in advance of the meeting to discuss the evaluation. The member shall be provided an opportunity to attend the evaluation meeting with Union representation.
- H. Nothing in this Article shall prevent, impede or delay the Board from counseling any bargaining unit member and/or developing and implementing a performance improvement plan for any bargaining unit member. The bargaining unit member and the Union shall be notified at least two (2) working days in advance of the Board’s implementation of a performance improvement plan and given an opportunity for review and input.

ARTICLE 9. PERSONNEL FILE

- A. The Board shall maintain a personnel file for each bargaining unit member in the Board's human resources department.
- B. Anonymous correspondence shall not be placed in a bargaining unit member's personnel file; provided however, where the Board receives anonymously provided information relating to a bargaining unit member and the Board independently corroborates some or all of this information, such anonymously provided information may be included in the Board's investigation report which may be placed in the member's personnel file.
- C. Each bargaining unit member may review their personnel file in the presence of a Board representative and may request a copy of the personnel file, which shall be provided one (1) time at Board expense. Any subsequent request for copies shall be paid by the bargaining unit member.
- D. The bargaining unit member shall receive a copy of any document placed in their personnel file provided such document relates to the performance of the member's job responsibilities, evaluations, investigation reports, adverse employment actions, performance counseling efforts, violation of applicable rules, misconduct, and/or similar information.
- E. If a member receives any of the documents described in the preceding paragraph, they shall sign the document, which shall only indicate receipt of same, and the member may submit a written response thereto, which shall be attached to the relevant document and placed in the member's personnel file.
- F. A bargaining unit member may request to have information removed from the file if they believe, in good faith, that the personnel file contains inaccurate information.
- G. A bargaining unit member's verbal warning or written reprimand, except in the case of a serious offense, shall be removed from the personnel file upon request after 24 months.
- H. Appropriate communications of commendation or award pertinent to the bargaining unit member's job performance shall be placed in the bargaining unit member's file upon request.

ARTICLE 10. DISCIPLINARY PROCEDURES

- A. A bargaining unit member shall be subject to verbal warning, written reprimand, suspension without pay, demotion or discharge for just cause.
- B. The Board shall adhere to the principles of progressive corrective action when disciplining a bargaining unit member, except in cases of serious offenses.
- C. Prior to any disciplinary action except verbal warnings (unless such verbal warnings are memorialized in writing and placed in a member's personnel file), a disciplinary meeting shall be held with the bargaining unit member, a representative and the appropriate administrator/supervisor. At this disciplinary meeting, the bargaining unit member shall be entitled to hear the charges and the supporting evidence. The bargaining unit member shall have an opportunity to respond to the charges and evidence, and shall be given an opportunity to submit information or evidence that the bargaining unit member believes is relevant to the matter.

- D. Disciplinary action shall not be subject to the grievance procedure, except in cases of suspension without pay in excess of three (3) days, demotion and discharge.
- E. The Board shall, in its sole discretion which shall be exercised reasonably, determine whether a member's conduct/misconduct is a serious offense within the meaning of this Article.
- F. While investigating an allegation of misconduct relating to a bargaining unit member, the Board may suspend the member with pay during the pendency of such investigation.
- G. It is specifically agreed by the Board and the Union that this disciplinary procedure, including the grievance procedure as applicable, shall be the sole and exclusive remedy for a member subject to discipline under this Article.
- H. The Board uses video surveillance and electronic monitoring equipment throughout the District and on school buses. Any information obtained from video surveillance/electronic monitoring systems may be used to support the orderly operation of the schools and facilities, for law enforcement purposes, and as evidence in any disciplinary proceedings, administrative proceeding, criminal proceeding and any other legal proceedings. Further, such recordings may become a part of a bargaining unit member's personnel file.
- I. Except in serious offenses, disciplinary action occurring twenty-four (24) months or more prior to current disciplinary action shall not be considered when taking progressive corrective action if the specific offense has not occurred in this interim period.

ARTICLE 11. POSTING AND VACANCIES

- A. If any bargaining unit member is promoted, retires, resigns, is terminated or transferred, and the Superintendent has determined to continue with the position and has not filled the position with a current bargaining unit member, the position will be considered vacant. The creation of any new positions in the bargaining unit and recurring or ongoing bargaining unit work outside of the workday will also be offered as a vacancy in accordance with this Article.
- B. Employment advertisements for new positions and vacancies shall be posted non-publicly via District email three (3) business days prior to any public posting.
- C. The Superintendent/designee will grant interviews to bargaining unit members among the applicants who are in the same classification series as the vacant position and to those other applicants who appear to the Superintendent/designee to be fully qualified for the position.
- D. The Superintendent/designee has the sole discretion to determine which applicant is most qualified for the vacant position.
- E. The Superintendent has the sole and exclusive authority and discretion to determine the appropriate placement of a bargaining unit member on the applicable compensation schedule.
- F. The Superintendent has the sole and exclusive authority and discretion to assign and/or reassign bargaining unit members. If a bargaining unit member receives a notice of an assignment or

reassignment to which they object, the member may request a meeting with the Superintendent/designee to present the objection(s) to the assignment/reassignment. The bargaining unit member may be represented by the Union at this meeting which will be scheduled without unreasonable delay. During this meeting, the Superintendent/designee will provide a written explanation for the assignment/reassignment (which may include but not be limited to the reason(s) for the purpose of, the motivating factor(s) behind, or other circumstances relating to the assignment/reassignment) to the bargaining unit member, and a copy of the written explanation shall be placed in the member's personnel file.

ARTICLE 12. GRIEVANCE PROCEDURE

A. Definitions:

1. **Grievance:** An alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement.
2. **Grievant:** A bargaining unit member filing a Grievance or the Union filing a Grievance on behalf of a bargaining unit member.
3. **Days:** For the purposes of this Article only, "day" shall mean any calendar day during the period from August 15th through June 15th, excluding all Saturdays, Sundays, days when school is not in session during winter and spring recesses, and holidays recognized on the Board-approved school calendar. If any of the deadlines for a Grievance occur during the period from June 16th through August 14th, the parties may by mutual agreement modify the timeline for processing a Grievance.

B. A bargaining unit member may appear on their own behalf or be represented at all stages of the Grievance procedure by a representative of the Union. When a Grievant is not represented by the Union in a Grievance, the Union shall have the right to request to have a Union representative present to state the Union's position regarding any Union-related issues therein. Nothing herein shall prevent a Grievant from presenting a Grievance and having it adjudicated without intervention of the Union.

C. The Grievant and any witnesses testifying during a Grievance hearing shall not be subject to reprisal for participation in the Grievance procedure.

D. The Grievant may withdraw the Grievance at any time by written request but once withdrawn the Grievance may not be reopened or re-filed.

E. If a Grievance affects a group or class of bargaining unit members involving more than one school building or a decision by an administrator above the level of immediate supervisor, the Grievant may initiate and submit such Grievance in writing to the Superintendent directly and the processing of such Grievance will commence at Step 2. Such a Grievance must be presented to the Superintendent within thirty (30) days after the Grievant knew or should have known of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement. If the issue underlying such a Grievance involves the operations of the Treasurer's Office, the Superintendent shall confer with the Treasurer as necessary.

F. Potential issues and/or contingencies shall not be grieved unless a specific situation occurs which impacts one or more bargaining unit members.

G. For the purposes of this Article only, immediate supervisors shall mean:

For bus drivers and mechanics:	Director of Transportation
For cleaners, custodians, grounds and maintenance:	Supervisor of Facilities & Grounds
For instructional assistants, library/media assistants, secretaries*, and office assistants:	Building Principal
For preschool assistants:	Program Director
For special education assistants:	Building Principal and/or Director of Pupil Services

* For the receptionist assigned to Fairmount School, immediate supervisor shall mean the Assistant Superintendent for the purposes of this Article.

H. The Procedure:

- 1. Informal:** If a bargaining unit member believes there are grounds for a Grievance, they, either alone or in the company of a Union representative, shall discuss the matter with the immediate supervisor within 10 days of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement or within 10 days of when the Grievant could have reasonably been expected to know of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement. The purpose of the Informal step is to resolve the problem informally. Not more than one (1) day after the informal meeting, the immediate supervisor shall provide the bargaining unit member with a verbal response regarding the matter.
- 2. Step 1:** If the Grievance is not resolved informally and the Grievant wishes to pursue the matter further, the Grievant shall present the Grievance in writing on the form attached hereto as Appendix C to the immediate supervisor within 5 days of the Informal meeting. The immediate supervisor shall provide the Grievant an opportunity to present information and evidence in support of the Grievance within 10 days of receiving the Grievance. Thereafter but within 5 days, the immediate supervisor shall issue a decision on the Grievance.
- 3. Step 2:** If the Grievance is not resolved at Step 1 and the Grievant wishes to pursue the matter further, the Grievant shall present the Grievance in writing on the form attached hereto as Appendix C to the Superintendent within 5 days of receiving the Step 1 decision. The Superintendent or designee shall provide the Grievant an opportunity to present information and evidence in support of the Grievance within 10 days of receiving the Step 2 Grievance. Thereafter but within 5 days, the Superintendent or designee shall issue the decision on the Step 2 Grievance.
- 4. Step 3:** If the Grievant wishes to pursue the matter further, the Grievant shall, within 10 days of receiving the Step 2 decision, commence Step 3 by providing written notice to the Superintendent of the intent to arbitrate and by filing a demand for

arbitration in odd-numbered years with the American Arbitration Association or in even-numbered years with the Federal Mediation & Conciliation Service. Within 10 days after receiving a list of at least 15 potential arbitrators, the parties shall confer and select an arbitrator using the alternate strike method. In odd-numbered years, the arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association, except as provided herein. In even-numbered years, the arbitration hearing shall be conducted in accordance with the arbitration policies of the Federal Mediation & Conciliation Service, except as provided herein.

- I. Arbitration: Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding. The prevailing party shall not be required to pay the cost of arbitration, including any arbitration filing fees, the arbitrator's fees and reimbursements, and travel expenses or other expenses of the arbitrator. The arbitrator shall have no authority to add to, subtract from, or modify, change, or alter, any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein when arriving at a determination of any issue presented.
- J. Time Limits: The time limitations set forth herein for the submission and processing of a Grievance shall be deemed to be of the essence; the failure to submit a Grievance within the time specified shall be deemed an abandonment of that Grievance; and further appeal will be barred. If the written decision from the immediate supervisor at Step 1 or the Superintendent/designee at Step 2 is not furnished to the Grievant within the time limits specified in this Article, the Grievant shall have the right to advance the Grievance to the next level and shall suffer no penalty for not meeting the deadlines.
- K. All notices concerning Grievance hearings, decisions or withdrawal requests shall be delivered in the most expedient and reliable manner. A receipt showing the date and time of delivery shall be signed and returned to the sender. Time limits shall apply from the first day following the date of receipt.

ARTICLE 13. LEAVES

A. Sick Leave

- 1. Members working 260 days per work year are entitled to fifteen (15) paid sick days per year provided the member is in active pay status. Members working less than year round shall be entitled to 15 paid sick days per year at the rate of 1.25 days per month provided the member is in active pay status, which may be prorated for partial work days and work years.
- 2. Members who are on any unpaid leave or who are absent without approved leave shall not be entitled to earn any sick leave.
- 3. Sick leave shall accrue on a calendar month basis on the last day of the month at the applicable rates set forth in Subsection A 1 of this Article. Unused sick leave shall not exceed 200 days at any one time for use as sick leave; however, a member may accumulate an unlimited number of days of unused sick leave for the sole purpose of payment of unused sick leave for retirement under the terms of Article 22.

4. Acceptable reasons for paid sick leave are: personal illness, pregnancy, and personal injury; exposure to a communicable contagious disease; illness or injury in the immediate family of the member. For the purpose of sick leave, “immediate family” shall be interpreted to mean husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, or another member of the same household.
5. Visits to healthcare providers to pursue and/or receive an elective procedure or treatment that may be conducted outside of the member’s workday are not an authorized use of paid sick leave.
6. The Superintendent may require a bargaining unit member to submit a certificate of a physician or other evidence in any case involving suspected sick leave abuse or the use of three (3) consecutive days of sick leave.
7. A member, within the first 12 months of employment, may upon written request be granted an advance of up to five (5) paid sick days provided however that a member who separates from employment with the Board prior to repaying the advanced sick days shall be subject to payroll deduction to cover the cost of same.
8. Paid sick leave time may not be taken in increments less than ½ day.
9. If a bargaining unit member suffering from a serious injury, illness, or other conditions applies for retirement due to disability, the member may use no more than four (4) weeks of accumulated sick leave after the date of notification of the recommendation for approval of the disability retirement from the retirement system.

B. Personal Leave

1. Bargaining unit members shall be entitled to earn three (3) paid personal leave days during each full year of employment with the Board provided the member is in active pay status. In the first employment year, those hired prior to September 15th shall earn three (3) paid personal leave days; or those hired prior to December 15th shall earn two (2) paid personal leave days; or those hired prior to March 15th shall earn one (1) paid personal leave day; or those hired after March 15th shall not earn paid personal leave. Members who are on any unpaid leave or who are absent without approved leave (*i.e.*, not in active pay status) shall not be entitled to earn paid personal leave. Members who resign, retire, are discharged or otherwise separate from employment prior to September 15th, December 15th, or March 15th of the employment year will be entitled to a prorated portion (one (1), two (2) or three (3) days respectively) of the annual personal leave calculated in full day increments. If used Personal leave exceeds the prorated amount, those days exceeding the prorated amount will be deducted from final pay settlement.
2. Personal days may not be taken during the month of August, the workday before or after a vacation or holiday, or consecutively. Upon written application, the Superintendent has the sole discretion to grant an exception to these restrictions in cases of bona fide emergencies or similarly substantial reasons.

3. Personal leave may only be used to conduct personal business which cannot be conducted outside the confines of the member's workday. Personal leave may not be used to engage in any other gainful employment and/or to seek other gainful employment. Personal leave may not be used for recreation or as a vacation day or sick day. Personal leave may be used for: observance of bona fide religious obligations that can only be met during work hours; mandatory court appearances; moving/relocation; necessary legal matters that can only be performed during work hours; participation in award programs and other activities aimed at professional growth; where there is significant damage to one's dwelling; inclement weather; and graduation/wedding/military ceremonies of a family member.
4. Notwithstanding the limitations set forth in the preceding paragraph, one of the three paid personal days may be used by a bargaining unit member for any reason in addition to the reasons specified in the preceding paragraph (hereinafter referred to as an Unrestricted Personal Day).
5. A member wishing to use routine (*i.e.*, non-emergency) personal leave shall submit a written request at least seven (7) days prior to the requested personal leave day and shall provide a specific, detailed reason for the personal leave, which shall be subject to consideration and approval by the Board's designee. The Board shall respond to the requested use of routine (*i.e.*, non-emergency) personal leave promptly but not later than 3 days before the requested personal leave day.
6. Personal leave time may not be taken in increments less than ½ day.
7. The Superintendent may grant or deny such request if the member fails to comply with the terms of this Article. The Superintendent may deny such request if there is another member in the member's classification with an approved personal day on the same day.
8. Unused personal leave may be carried forward in an equivalent amount of paid sick leave to the following employment year.

C. Funeral Leave

A member may take no more than three (3) paid leave days annually (by contract year) of funeral leave due to a death in their Immediate Family. For the purpose of funeral leave, "Immediate Family" means member's spouse, parent, sibling, grandparent, child, grandchild, stepparent, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, and uncle. If funeral services for the Immediate Family member will take place outside of Northeast Ohio, a member may utilize up to two (2) additional days of funeral leave. If a bargaining unit member experiences the death of more than one Immediate Family member in any one contract year and previously utilized all funeral leave, they may utilize up to three (3) days of accumulated sick leave for each such occurrence. If any member, on any one occurrence, needs more than three (3) days of leave under this Section, they may only utilize accrued and unused personal leave or paid vacation leave.

D. Unpaid Leaves

1. Upon the written request of a member, the Board may grant a leave of absence for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request for a period not to exceed two (2) years.
2. Without request, the Board may grant similar leave of absence to any member because of physical or mental disability, but such member may have a hearing on such unrequested leave of absence.
3. During any period of leave under this section, the member shall neither be paid nor receive any form of paid benefits such as healthcare insurance coverage.
4. Upon the return of the member from a leave of absence under this section, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning member while the returning member was on leave.

E. Family & Medical Leave Act

Members are entitled to utilize leave under the Family & Medical Leave Act of 1993, as amended, provided that such member is eligible under applicable requirements and regulations and such leave is used concurrently with paid sick leave and paid personal leave.

F. Paid Vacation Leave

1. A bargaining unit member working on an eleven (working at least 240 days) or twelve-month basis shall earn vacation leave of ten (10) days, which shall be accrued on a monthly basis. Members working on an eleven (working at least 240 days) or twelve-month basis who continue in the employ of the Board for six (6) or more years of service shall earn vacation leave with pay for fifteen (15) days, which shall be accrued on a monthly basis. Members working on an eleven (working at least 240 days) or twelve-month basis who continue in the employ of the Board for twelve (12) or more years of service shall earn vacation leave with pay for twenty (20) days, which shall be accrued on a monthly basis. Paid vacation shall be based on the bargaining unit member's District seniority as this term is defined in Article 16 C.
2. Upon separation from employment a bargaining unit member shall be entitled to compensation at the member's current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation, not to exceed the vacation leave accrued to the member's credit for the two (2) work years immediately preceding separation and the prorated portion of the earned but unused vacation leave for the current year.
3. All such vacation leave shall be used by the member during each employment year in which it is earned (for paid vacation leave purposes, meaning no later than August 31st of each year); however, the member may carry over unused vacation leave to the following employment year provided the maximum number of carried over vacation days (in total, not per year) shall not exceed ten (10) days.

4. Members who are eligible to earn vacation leave may not use vacation leave during the month of August except in exceptional circumstances. A member may request to use vacation leave during the month of August by submitting a written request to the Superintendent at least ten (10) calendar days in advance. The Superintendent has the sole discretion to determine whether an exceptional circumstance exists.
5. The scheduling of vacation leave shall be subject to the approval of the bargaining unit member's supervisor, which shall not be unreasonably withheld or delayed.

G. Other Authorized Leaves

Bargaining unit members shall be entitled to an unpaid medical leave under section 3319.13 of the Ohio Revised Code, military leave under section 5923.05 of the Ohio Revised Code, and jury duty leave under section 3313.211 of the Ohio Revised Code, provided the bargaining unit member qualifies for such leave(s) in accordance with the respective statutory requirements.

H. Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, the Board of Education shall provide support staff with assault leave.

I. Falsification

Falsification and/or other abuse of leave and any school record associated with such leave shall be considered just cause for discharge from employment.

ARTICLE 14. HOLIDAYS

- A. Members working at least 240 days per work year are entitled to the following holidays for which they shall be paid their regular rate of pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day (2 days)
- Christmas Day (2 days)

- B. Members working less than 240 days are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Labor Day
- Thanksgiving Day (1 day)
- Christmas Day (1 day)

- C. If a member's regular work week is less than 5 days, the member is entitled to holiday pay only if the holiday falls on a regularly scheduled work day.
- D. A bargaining unit member in the Bus Driver classification may use earned Personal leave under Article 13 on Rosh Hashanah, Yom Kippur, November election day, the Wednesday immediately preceding Thanksgiving, the Friday immediately after Thanksgiving, and/or Good Friday provided that these days fall on a weekday and not during winter break, spring break or summer recess.

ARTICLE 15. ATTENDANCE AT WORK

- A. Attendance at work is important. Frequent absence, failure to call-in prior to the scheduled workday, tardiness, late call-in, and/or early departure disrupts the schedules of students, co-workers, and the operations of the District. Failure to meet attendance expectations will lead to discipline, up to and including termination of employment.
- B. Where the Superintendent or designee suspects that a bargaining unit member has abused or otherwise misused paid sick leave or any other form of leave, the Superintendent or designee shall notify the bargaining unit member in writing and meet with the bargaining unit member, together with a union representative to review the member's attendance record. The Superintendent or designee shall provide a written record of the meeting to the bargaining unit member to which the bargaining unit member may reply in writing. The record of the meeting, together with any written reply from the bargaining unit member, shall be placed in the bargaining unit member's personnel file and may also be noted on any evaluation instrument. Abuse and/or misuse of paid sick leave or any other form of leave shall include but not be limited to the following: excessive use, patterned use, unfounded use, inappropriate use, incorrect use, and/or improper use.
- C. Failure to call-in or report off in advance of the scheduled workday, late call-in, early departures, and tardiness shall be measured and recorded on an "occurrence" basis. Bargaining unit members will be charged and notified of an occurrence as set forth herein. Occurrences accrue over a twelve-month (12) period (July 1 - June 30). The following schedule describes how occurrences shall be measured:
 - 1. Late Call-In. Each incident when a bargaining unit member scheduled to work first shift fails to call-in or report off one (1) hour in advance of the member's scheduled workday, except in the case of an emergency, shall be treated as one (1) occurrence. Each incident when a bargaining unit member scheduled to work second or third shift fails to call in or report off two (2) hours in advance of the scheduled workday, except in the case of an emergency, shall be treated as one (1) occurrence.
 - 2. Failure to Call-In or Report Off in Advance of the Scheduled Workday. Each incident when a bargaining unit member fails to call-in by or report off in advance of the member's scheduled workday, except in the case of an emergency, shall be treated as two (2) occurrences on the first occasion during the twelve-month (12) period (July 1 - June 30) and then three (3) occurrences on any subsequent occasion during the same twelve-month (12) period.
 - 3. Early Departure. Early Departure is defined as leaving school property/work location prior to the end of the member's scheduled workday. An early departure without supervisory permission shall count as two (2) occurrences.

4. Tardiness. Tardiness is defined as failing to be present and ready to work at the beginning of the member's scheduled workday and shall count as one (1) occurrence; however, the first instance of tardiness during the twelve-month (12) period shall not be counted

In all cases, the merits of an "emergency" will be determined by the supervisor.

- D. Schedule of Occurrences. The following schedule describes the affirmative steps that shall be followed if a bargaining unit member accrues occurrences during the twelve-month period (July 1 - June 30) :

- 2 Occurrences: Verbal reminder (with documentation)
- 4 Occurrences: Written reminder and meeting with supervisor to review the importance of attendance
- 6 Occurrences: Written reminder with three day unpaid suspension.
- 8 Occurrences: Written reminder with five day unpaid suspension.
- 9 Occurrences: Written reminder with ten day unpaid suspension.
- 10 Occurrences: Termination of Employment

A single incident may result in a cumulative or compounding effect of accrued occurrences.

- E. AWOL. Absence without official leave ("AWOL") is a period of absence for which: a) the bargaining unit member has no accrued paid and/or unpaid leave as of the date of absence; or b) a request for paid and/or unpaid leave is denied. AWOL shall be the basis for disciplinary action as set forth herein. The Board shall only permit leave without pay where it is specifically authorized by law.

1. First Offense.

A bargaining unit member who experiences an AWOL for the first time will be provided written notice of the infraction and warned that any such future offense will be grounds for employment termination, as set forth herein. However, in the event that the bargaining unit member's AWOL was more than one (1) workday in duration and/or due to the bargaining unit member's pursuit of or engagement in other employment, such AWOL will be grounds for employment termination. Workday as used in this section means the relevant bargaining unit member's scheduled workday during the period of AWOL work schedule as communicated by the supervisor.

2. Second Offense.

A bargaining unit member who experiences an AWOL for the second time will be subject to discharge.

ARTICLE 16. SENIORITY

- A. The Superintendent or a designee will provide a seniority list, no later than October 15, indicating the order of each bargaining unit member's hiring: specifying names, hire date and classification. Hire date will be defined as the date the Board of Education took action to hire the member or the bargaining unit member's first day of work for the District, whichever occurred first.
- B. The official seniority list will be posted in each building annually by October 15. Bargaining Unit members will have ten (10) working days to review the list and notify the Administration of any

discrepancy. After the review period has ended, the list will be deemed correct until the next official list is posted.

- C. District seniority will be defined as a bargaining unit member’s continuous, uninterrupted length of service with the Board as determined by the most recent date of hire as a regular bargaining unit member.
- D. Classification seniority will be defined as the bargaining unit member’s continuous length of service within a particular classification, measured from the date of entry into each classification.
 - 1. Classification seniority will not be transferred between classifications.
 - 2. If a bargaining unit member maintains continuous employment in the system, seniority previously earned in another classification will still be honored if a bargaining unit member returns to the previous classification.
- E. Approved leaves of absence while employed in the District shall not constitute an interruption of service.
- F. In order to qualify for a year of service for seniority purposes, the bargaining unit member must work or must be on an approved leave of absence at least one hundred and twenty (120) days during the work year.
- G. A bargaining unit member who has worked part-time in the Beachwood City School District shall be awarded seniority service credit on a proportional basis.

ARTICLE 17. REDUCTION IN FORCE

- A. The classifications are as follows: Special Education Assistant; Library/Media Assistants; Preschool Assistant; Instructional Assistants; Maintenance; Grounds Head Custodian; Custodian; Cleaner; Mechanic; Bus Driver; Secretary to Principal; Secretary;; and Office Assistant.
- B. Classification Series

Series 1	Series 2	Series 3	Series 4
Special Education Asst.	Maintenance	Mechanic	Secretary to Principal
Library/Media Asst.	Grounds	Bus Driver	Secretary
Instructional Asst.	Head Custodian		Office Assistant
Preschool Asst.	Custodian		
	Cleaner		

- C. The Board may adopt a resolution ordering reductions in the number of bargaining unit members for financial reasons. In making any such reduction, the Board shall proceed to suspend the employment in accordance with the recommendation of the Superintendent who shall, within each classification affected, give preference first to bargaining unit members on the basis of District seniority.

- D. On a case-by-case basis, in lieu of suspending a bargaining unit member’s employment in full, the Board may suspend a bargaining unit member’s employment in part, so that the member is required to work a percentage of the time the member was previously required to work and receives a commensurate percentage of the full compensation the member previously received.
- E. For a period of one (1) year, a bargaining unit member whose employment is suspended under this Article shall have the right of restoration to employment by the Board in order of District seniority if and when a position within the member’s former classification or classification series becomes vacant or is created.
- F. No bargaining unit member whose employment has been suspended under this Article shall lose such right of restoration to employment by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the bargaining unit member last held while employed in the District.
- G. A member subject to suspension of employment under this Article may “bump” a less senior member provided that: i) such “bumping” may occur only within the classification series set forth in Paragraph B. of this Article; ii) a member may only “bump” a less senior member in one of the classifications below the member’s current classification within the same classification series; iii) such “bumping” may not displace a Confidential Employee identified in Article 2, Recognition; iv) the employment of a “bumped” member who is not eligible to “bump” anyone in accordance with this Paragraph shall be suspended; and v) a member who elects to “bump” outside of the member’s classification but within the same classification series as defined herein shall be placed on the salary schedule of the “bumped-into” position at the same step that the member held in the suspended position.
- H. The Superintendent may elect not to fill any vacant position in an effort to minimize the need for reductions in force.
- I. After a reduction in force, the Superintendent has the sole discretion to assign remaining bargaining unit members within the affected classification(s) without posting.
- J. In the event of a tie in seniority, the following tie breakers shall apply in the following order:
 1. Date the Board approved the hiring of the classified staff member;
 2. Total number of years in an Ohio public school;
 3. Highest certificate/license/degree held (including highly qualified designations); and
 4. Bargaining unit members will pick from a deck of numbered cards with the highest number prevailing.

ARTICLE 18. WORK WEEK, OVERTIME, AND WORKING CONDITIONS

- A. The regular workweek shall be as follows:
 1. Secretaries: thirty-five (35) to forty (40) hours
 2. Office Assistants: thirty-five (35) hours
 3. Educational Assistants: thirty-five (35) to thirty-seven and one half (37.5) hours
 4. Cleaners: forty (40) hours
 5. Custodians: forty (40) hours

- 6. Mechanics: forty (40) hours
- 7. Maintenance: forty (40) hours
- 8. Bus Drivers: Minimum of twenty-two and one half (22.5) hours

- B. All bargaining unit members who are afforded a lunch break shall receive a minimum of thirty (30) minutes, duty-free , uncompensated, uninterrupted lunch away from their regular workstation.
- C. Any bargaining unit member who works over forty (40) hours between Sunday, 12:00 AM, and Saturday, 11:59 PM will be considered to be working overtime and shall be compensated at the rate of one and one half (1½) times their regular hourly rate.
- D. Days not worked (paid leave days, holidays and calamity days) are not considered time worked for computation of overtime pay in the calendar week in which they fall.
- E. Extra duty assignments shall first be offered on a Classification seniority weekly rotation basis within a classification within a building to those bargaining unit members who desire such assignment(s) and then to those bargaining unit members in the same classification outside of the building.
- F. Subject to Section E in this Article, all extra-duty assignments shall be offered first to bargaining unit members before a substitute is used provided such extra duty assignment does not put any bargaining unit member into Overtime Status. However, the Board has the sole discretion to offer extra duty assignments to a bargaining unit member that would put them into Overtime Status (*i.e.*, more than 40 hours worked per workweek for the relevant workweek), subject to any restrictions set forth in other Articles of this Contract.
- G. Compensatory time shall not be used to avoid payment of overtime.
- H. Compensation for any meeting or in-service which the District requires the member to attend shall be paid at the bargaining unit member's regular hourly rate.
- I. Bargaining unit members completing an extra duty assignment outside of their classification shall be paid at their regular hourly rate.
- J. The Board shall provide adequate computer access to all bargaining unit members.
- K. The Board shall provide student appropriate training for Educational Assistants prior to service with the student(s).
- L. If an Educational Assistant has concerns about their class coverage/student supervision responsibilities, they may request a meeting with the building principal and Director of Pupil Services to discuss these concerns, and the meeting will be held in a timely fashion.
- M. Staff will be provided with instructions for safe, appropriate lifting of students weighing more than fifty (50) pounds as needed.
- N. Educational Assistants shall receive chaperone pay for any such work done outside of their regular job responsibilities and their seven and one half (7½) hour workday. All Educational Assistants other than those on supplemental contracts in the activity involved will be paid either a chaperone hourly

rate of \$19.21 for commitments lasting 3½ hours or more up to a maximum of eight (8) hours per calendar day beginning after the regularly scheduled workday has ended or a stipend of \$55.76 for commitments lasting less than 3½ hours.

- O. Bargaining unit members subject to drug/alcohol testing under law and applicable regulations shall comply with such requirements.
- P. In the absence of extraordinary circumstances, no later than June 30th each year, the Board shall provide each bargaining unit member with a written notice containing the member's compensation and anticipated workweek and schedule for the succeeding work year. For Bus Drivers, a compensation notice (*i.e.* hourly rate and step) shall be provided by June 30th each year, and a second notice containing regular workweek hours, schedule, and FTE amount shall be provided to Bus Drivers by September 30th. The Board may modify the anticipated and/or actual workweek and schedule of any bargaining unit member by providing five (5) days' written notice to the bargaining unit member. However, in cases of an unanticipated urgent need, the Board may modify the bargaining unit member's anticipated and/or actual work schedule upon less than five (5) days' written notice to the bargaining unit member.
- Q. The Board shall provide appropriate training to any bargaining unit member who is responsible for screening/admitting visitors to the school building(s).
- R. The Board shall provide appropriate training to any bargaining unit member who is responsible for administering medication to students.
- S. No bargaining unit member shall be required to arrange for or obtain a substitute employee to fill-in for the member's absence.
- T. Whenever it is necessary for a bargaining unit member to work on a paid holiday, the member will be compensated with holiday pay (1x) plus regular pay (1x) for time actually worked on the paid holiday; however, if a maintenance or custodial member is required to report to work on a paid non-work day (such as a calamity day, paid leave days or holidays), the member shall be paid a minimum of three (3) hours of pay at the regular hourly rate in addition to the paid leave. Maintenance and custodial members required to report to work on school property during non-work hours (non-holidays and non-calamity days) will be compensated a minimum of three (3) hours of pay at the rate of 1.5 times their respective regular hourly rate.
- U. All bargaining unit members may be required to utilize a work time accumulation system and/or time clock system. The District will provide at least sixty (60) days advance notice to the Union prior implementing a time accumulation system and/or time clock system, The District will also provide training to affected bargaining unit members relevant to the work time accumulation system and/or time clock system.

ARTICLE 19. CALAMITY DAYS

- A. All mechanic, maintenance, grounds, and custodial staff members shall report for work on calamity days unless otherwise directed by the Superintendent or designee.

- B. Other members of the bargaining unit may be required to report to work on calamity days if directed by the Superintendent or designee.
- C. Any employee directed to report to work on calamity days will be compensated a minimum of three (3) hours at their respective regular hourly rate for time worked on the calamity day plus calamity day pay. A Bus Driver will be compensated no less than one (1) hour at the member's regular hourly rate plus calamity day pay if a calamity day is called after the scheduled workday begins for the Bus Driver and the Bus Driver has already reported to work.

ARTICLE 20. CLOTHING / UNIFORM ALLOWANCES

- A. The Board may require bargaining unit members in the following classifications to wear work uniforms: Educational Assistants who serve as bus attendants, Bus Drivers, Cleaners, Custodians, Maintenance and Mechanics.
- B. If the Board elects to furnish uniforms to the classifications specified in the preceding paragraph, the following provisions shall be applicable:
 - 1. Bargaining unit members shall wear the uniforms at all times while working in the manner that the uniforms are generally visible and maintain the uniforms in a clean and neat fashion;
 - 2. Bargaining unit members shall receive five (5) uniforms upon employment;
 - 3. Upon request, such bargaining unit members shall receive two (2) replacement uniforms annually and jackets shall be replaced every second year.
- C. Upon separation from employment, the bargaining unit member shall return all uniforms currently in their possession. Final paychecks may be withheld until all Board-owned keys/key fobs, materials and equipment are returned by the bargaining unit member. The bargaining unit member shall receive notice at the time of separation as to what board-owned essentials must be returned.
- D. The Board shall reimburse bargaining unit members in the Cleaner classification annually up to \$100 for the purchase of one (1) pair of safety/work boots or shoes.

The Board shall reimburse bargaining unit members in the Custodian, Grounds, Maintenance, and Mechanic classifications annually up to \$200 for the purchase of one (1) pair of steel toe boots.

- E. The Board, at its cost, shall provide safety glasses, on an as-needed basis, to bargaining unit members.
- F. The Board shall comply with IRS and other applicable legal requirements regarding said uniforms and boots.

ARTICLE 21. FLEXIBLE SPENDING ACCOUNT

- A. Bargaining unit members have the option to participate, at their own cost, in the Board-adopted flexible spending account ("FSA") provided the Board continues to offer such a plan.
- B. The FSA allows employees to participate in medical reimbursement up to the IRS maximum with \$500 annual carryover; dependent care reimbursement up to \$5,000 to be spent within 14½ months

per the Plan; and premium pass-through of employee contributions for insurances. Information regarding the plan is available through the Treasurer's office.

- C. There shall be an open enrollment period once during the calendar year.
- D. Any money left unused beyond the \$500 carryover in the FSA (or current IRS carryover limit) plus any unused funds in the dependent care account at the end of the calendar year (with a grace period of two and one half months) will be neither refundable nor usable at any time in the future.
- E. Should a plan participant separate from employment at any time prior to the end of the calendar year, they will be responsible to repay the Board for any reimbursements that exceed the balance of available funds in their plan account at the time that their employment ends.
- F. Bargaining unit members shall be responsible for the cost of the monthly participant fee.

ARTICLE 22. SEVERANCE

- A. Upon initial entry into retirement status with a state retirement system and thirty (30) days written notice submitted prior to the last day of employment, a member with at least ten (10) years of continuous service with the District shall be paid twenty five percent (25%) of the value of accrued but unused sick leave. Payment of any severance under this Article shall permanently eliminate any and all accrued, accumulated sick leave. The payment of severance shall not be considered as part of the member's final average salary for the retirement system.
- B. Any member who has previously retired under any state retirement system is not eligible for this severance payment.
- C. Payments shall only be made upon fulfillment of the following conditions:
 - 1. The member provides written notice (*e.g.*, letter, email) to the Superintendent thirty (30) days prior to the member's first day of retirement.
 - 2. The member must be in active service for the calendar year immediately prior to retirement.
 - 3. The rate paid will be the bargaining unit member's regular hourly rate in effect immediately preceding retirement and based on the member's percentage of F.T.E. averaged over the three (3) year period immediately preceding retirement. Supplemental contracts, extended service, overtime or any other compensation are not included in this calculation.
 - 4. The employee must present satisfactory evidence of eligibility for SERS retirement to the Treasurer. Upon retirement, one-half (1/2) of the severance payment will be made within forty-five (45) days of the effective date of retirement, with the balance being paid the following January. Any deferral of severance pay to a 403(b) or 457(a) Plan must meet all applicable requirements of the Internal Revenue Code.

ARTICLE 23. ACADEMIC CREDIT / TUITION REIMBURSEMENT

- A. The Board provides a planned sequence of continuing education activities for all employees.

In-Service programs are presented annually for employees during Staff Development Day. All Service programs are presented annually for employees during Staff Development Day. All employees are encouraged to participate in the development of program preparation and are required to attend the activities.

- B. The Board will provide reimbursement for approved coursework. The maximum reimbursement per year for full-time employees is six (6) semester hours not to exceed \$1,400. The maximum reimbursement per year for part-time employees (who work at least twenty (20) hours or more per week) is six (6) semester hours not to exceed \$300. The coursework must be pre-approved by the Superintendent/designee and directly related to the employee's position to receive 100% reimbursement. If the pre-approved coursework is tangentially related, the District will reimburse 50% of the tuition. The benefit provided herein is subject to the rules and regulations of the I.R.S.

ARTICLE 24. IN-SERVICE AND OTHER TRAINING

Members may be required by the Board to attend in-service programs, outside training and such other instructional sessions provided it bears some relationship to the member's job responsibilities and work performance. This shall not include training required by law for acquiring and/or retaining employment such as licensure, certification and the like. If such programs, outside training and/or instructional sessions are in lieu of a member's paid workday or a portion thereof, the member shall not receive additional compensation. If such programs, outside training and/or instructional sessions are in addition to the member's paid workday, the member shall submit a timesheet for compensation.

ARTICLE 25. ISSUANCE OF PAYCHECKS

- A. Bargaining unit members will be paid on the fifteenth (15th) day and last day of each month. If payday falls on a Saturday or Sunday direct deposits will be made on the preceding Friday.
- B. Extra Work is defined as any work assigned to and completed by a bargaining unit member that is above and beyond their regularly scheduled work.
- C. Extra Work completed between the first (1st) and the fifteenth (15th) of the month will be paid on the last day of the month. Extra Work completed between the sixteenth (16th) and the last day of the month will be paid on the fifteenth (15th) of the following month.

ARTICLE 26. TAX SHELTERED ANNUITIES / DEFERRED COMPENSATION

Eligible bargaining unit members may participate through payroll deduction in any Board-offered tax sheltered annuity (IRC 403(b)) and/or deferred compensation (IRC 457(a)) programs.

ARTICLE 27. NEGOTIATING TEAMS

- A. Each negotiating team shall be limited to no more than five (5) members including non-member representatives, plus up to two (2) alternates for each team.
- B. The composition of each party's negotiation team shall be determined at each respective party's sole discretion.

- C. The parties shall ensure that their respective negotiating teams shall be prepared to negotiate at all scheduled sessions and are authorized to make proposals, counterproposals and consider proposals and counterproposals.
- D. All negotiation sessions and related meetings shall be closed to the public.
- E. All negotiation sessions and related meetings shall be scheduled at mutually acceptable times and locations. Negotiation sessions shall be scheduled at reasonable intervals to avoid conflict and interference with school and employment schedules.
- F. Prior to the first negotiation session, the negotiating teams shall meet and agree on ground rules for negotiations.
- G. At the first negotiation session, all proposals for negotiations shall be submitted in writing by the Union to the Board and by the Board to the Union. Thereafter neither party shall be permitted to submit additional or new items for negotiation unless mutually agreed to by both parties. All proposals and counter proposals shall be in writing.
- H. During the course of negotiations, either negotiating team may, at its own expense, call upon persons or entities to offer information, provided such person or entity has special knowledge or experience in the matter under negotiation.
- I. During the course of negotiations, items tentatively agreed to shall be reduced to writing and signed by one member of each negotiating team.
- J. During the course of negotiations, the Board and Union agree to provide each other, upon written request, relevant, non-confidential information concerning the matters under negotiation.
- K. If agreement is reached on all items, the full agreement shall promptly be submitted for ratification by the Union. Upon such ratification, the full agreement shall be promptly submitted to the Board for approval. The final agreement shall be signed by the Presidents of the respective parties and shall be binding on the parties.
- L. Within 30 days after signature by both parties, copies of the contract shall be made available to all Union members after the Union negotiating team has been given the opportunity to review the accuracy of the final version of the agreement. The Superintendent's office will be responsible for finalizing the agreement reached by the parties. The Superintendent's office will maintain the electronic copy of the final agreement reached by the parties and provide a copy of the electronic file to Union President.
- M. The Union shall not distribute or post on school grounds or property or at school activities any signs, notices, or leaflets related to, as a result of, and/or in connection with the substance of negotiations.

ARTICLE 28. NO STRIKE

During the term of this Agreement, neither the Union nor the members shall engage, assist, sanction or approve any strikes, work stoppages of any sort, slowdowns, withholding of services or any other

concerted effort which interferes with, impedes or impairs the normal operation of the District. Any member who breaches this Article shall be discharged.

ARTICLE 29. OPT-OUT OF CIVIL SERVICE

To the maximum extent permitted by law, the parties agree to opt out of all applicable civil service laws contained in Chapter 124 of the Ohio Revised Code and any corresponding provisions of the Ohio Administrative Code.

ARTICLE 30. OUTSOURCING

- A. The Board shall be permitted to outsource bargaining unit work as it deems necessary and reasonable, provided that the outsourcing is done in good faith and for legitimate business reasons. Legitimate business reasons include, but are not limited to: i) a District-wide financial deficit or to avoid such any deficit; ii) a specific program or service area is operating with a financial deficit or to avoid such a deficit; and/or iii) the Board determines that substantial savings and/or greater efficiency can be recognized.
- B. It is the intent of the parties that this Article of the Agreement specifically prevails over and preempts the requirements of sections 124.321 and 124.34 of the Ohio Revised Code and any applicable law. Bargaining unit members affected by outsourcing shall be laid off and/or their positions abolished in accordance with the provisions of this Agreement.

ARTICLE 31. SCOPE OF THE AGREEMENT

- A. If any provision(s) of this Agreement or any application of the Agreement shall be found contrary to law by a court of competent, final jurisdiction, then such provision(s) or application shall be deemed invalid except to the extent permitted by law. In such case, all other provisions herein stated shall continue in full force and effect.
- B. Nothing in this document shall prohibit any member from presenting views, proposals or grievances to the Superintendent or to the Board in accordance with established procedure.
- C. Except as otherwise provided by law or by specific provision contained herein, the operation of the District shall be the exclusive right and responsibility of the Board.
- D. The Board may amend its policy manual from time to time and shall provide written notice of such amendments to the Union President.
- E. All negotiated agreements made between the Board and the Union are specifically set forth in this document. No other agreements have been made or implied except as specifically set forth within this document. No other agreement shall be binding on either party except as specifically set forth in this document.
- F. This Agreement supersedes and cancels all previous Agreements between the Board and the Union, whether verbal or written or based on alleged past practices, the former "Classified Employment Manual/Handbook" and/or the former "Transportation Handbook", and shall constitute the full and complete commitment between both parties.

G. The parties agree that all negotiable items have been discussed or were open for discussion during negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE 32. TRANSPORTATION

A. Bargaining Unit Transportation Work

1. Bus Drivers shall mean those Board employees who are members of the bargaining unit in accordance with Article 2, Recognition.
2. The following transportation work shall be assigned to available Bus Drivers:
 - a) All regularly recurring transportation pick-ups and drop-offs of regular and special education students attending one of the Beachwood City School District's schools;
 - b) All regularly recurring transportation pick-ups and drop-offs of eligible Beachwood City School District residents who are not enrolled in the Beachwood City School District but who attend a private/parochial school; and
 - c) All Extra Duty Trips and Emergency Trips provided Bus Drivers are eligible for such additional work in accordance with limitations set forth in Sections F and G of this Article.
3. Notwithstanding the foregoing, the Board may elect to utilize the services of an outside vendor or short or long-term substitute employees as it so desires for the following work:
 - a) Any non-recurring, urgent and/or emergency pick-ups and drop-offs within or outside of the geographical boundaries of the Beachwood City School District;
 - b) All regularly recurring transportation pick-ups and drops-offs of regular and/or special education students attending a school outside of the geographical boundaries of the Beachwood City School District which means alternative schools for regular and special education students (examples: Tree of Knowledge, North Coast Academy, Julie Billiart, Eleanor Gerson, Bellefaire/Monarch School, East Pep) and alternative placements for special education students (examples: CCA, Fieldstone, Patrick Day). The Director of Transportation or designee will provide written notification prior to using an outside vendor for transportation services under this subsection;
 - c) Any regularly recurring transportation pick-ups and drop-offs of special education students requiring specialized transportation services due to a medically fragile condition and pursuant to an Individualized Education Plan which cannot be accommodated by a current and available school-owned/leased vehicle;
 - d) Any transportation services provided by the Board as part of a shared transportation arrangement with another school, school district or other governmental unit (example: Lawrence School, Excel TECC);

- e) Any Extra Duty Trips and/or Emergency Trips not selected by a Bus Driver or for which no Bus Driver is eligible in accordance with the limitations set forth in Sections F and G of this Article;
- f) Any Extra Duty Trips and/or Emergency Trips in accordance with F 7 and G 7 of this Article; and
- g) Any transportation services determined by the Board to be impractical under applicable law or any other transportation services discontinued by the Board.

B. Route & Route Package Assignments.

1. The Board shall develop, determine and revise Routes and Route Packages based on all relevant factors including but not limited to the location of the students electing school transportation, grade levels of the students riding the same bus, the length of riding time, pick-up and drop off factors, and/or unique characteristics of the route. Bus Drivers shall be expected to make suggestions on an ongoing basis to the Board or its designee regarding route designs to improve safety, services and cost efficiency.
2. Bus Drivers shall follow each route and the Route Package as developed, determined and/or revised by the Board or its designee, including but without limitation to the sequence of roads, streets, student pick-ups, student drop-offs, and any other stops.

A Routes Package shall mean an A.M. or P.M. route or the combination thereof.

3. An A.M. route is a regularly recurring route typically scheduled to be completed by 9:30 a.m.
4. A P.M. route is a regularly recurring route typically scheduled to be completed by 5:30 p.m.
5. A Mid-Day route is a regularly recurring route typically scheduled to start after 9:30 a.m. and end by 2:00 p.m.
6. A BUSS Routing Committee (up to five members) will be appointed by the Union President to review, discuss, and provide input regarding the Route Packages with the Director of Transportation and other District representatives on a mutually agreed upon date in June, a second time in July after revisions are made, and in January to review, discuss, and provide input regarding the efficiency of existing Route Packages. Committee members will be paid their regular hourly rate for this work.
7. A Route Package shall be paid at not less than 4 hours per day provided it contains both A.M. and P.M. routes. If the Route Package contains only an A.M. route or P.M. route due to the unavailability of additional work, the Route Package shall be paid at not less than 2 hours per day.
8. If the actual work time for any Route Package is less than 4 hours (or 2 hours if applicable), the Bus Driver shall be available to complete such other driving assignments or other work as directed by the Board or its designee to complete the paid work day.
9. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their assigned

Routes and/or Route Packages.

10. The Board may assign all or part of a Route or Route Package previously held by a Bus Driver when there is a vacancy.
11. When a Bus Driver's approved leave exceeds five (5) consecutive days, the member's Route Package and/or Route shall be offered on a Classification seniority basis to those Bus Drivers without assigned routes. However, this work shall be assigned to the least senior Bus Driver without an assigned route if none of the Bus Drivers without assigned routes elects this work.
12. Routes and Route Packages may be amended from time to time, including but not limited to during the employment year when such amendment will improve the safety, service and/or cost efficiency of the Board's transportation operations. The Director of Transportation/Assistant Director of Transportation shall provide an opportunity to meet with the affected Bus Driver and the building representative to discuss the rationale for the amendment(s).
13. The Board reserves the right to require Bus Drivers and Mechanics to use Board-provided communication devices during the bargaining unit member's workday. During the time period described in the previous sentence, Bus Drivers and Mechanics are responsible for maintaining possession of such communication devices and that such communication devices are powered on, charged and capable of immediate communication.

C. Bidding

1. At least five (5) days before the Bid Meeting, the Board shall post the list of available Route Packages which shall note the start time and end time of each route, the school(s) serviced, summary of the stops, the total estimated drive time for each Route and Route Package, and whether the Route or Route Package includes services to private and/or parochial schools. Nothing in this Article prevents the Board from starting certain Routes or Route Packages prior to the Bid Meeting based on the needs, calendars and schedules associated with such Routes or Route Packages, and such work shall be offered to bargaining unit members in descending order of Classification seniority for a temporary assignment until the completion of bidding provided such work is bargaining unit work as defined in this Article.
2. At least five (5) days before the start of classes each year, Bus Drivers shall attend the Bid Meeting to bid on available Route Packages and Routes. At the Bid Meeting, the Director of Transportation/Assistant Director of Transportation shall be present, and the Bus Drivers shall bid in descending order of Classification seniority on available Route Packages and Routes provided that each such Bus Driver has completed and successfully passed an annual physical examination in accordance with applicable state regulations and further that the combination of a Bus Driver's selected Route Package and Route(s) (excluding Pre-Route and Post-Route Serving) may not exceed seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week. Such annual physical examinations shall be made available to bargaining unit members, at the Board's cost, by the end of each fiscal year.
3. Any Routes and/or Route Packages not available for bidding at the Bid Meeting shall be subject to the bidding procedures herein when such Routes and/or Route Packages become available.

4. The Routes and Route Packages shall contain the estimated drive time for each Route or Route Package, the number of driving days, and the relevant school calendars, if available. Each Bus Driver shall have no more than fifteen (15) minutes to select an available Route and/or Route Package.
5. In the event that a Bus Driver has not completed the annual physical examination and in-service training in accord with applicable state regulations provided such in-service is scheduled prior to bidding, the Bus Driver will not be eligible to participate in bidding and/or driving for the Board and may be placed on an unpaid medical leave for a period not to exceed sixty (60) days.
6. If after the completion of the Bid Meeting, a Bus Driver becomes eligible for an assigned Route and/or Route Package, such Bus Driver shall be assigned an available Route and/or Route Package as determined appropriate by the Board or its designee.
7. Each Bus Driver shall be paid at the member's applicable hourly rate for attending the Bid Meeting. Dry runs of Routes and/or Route Packages shall occur on the same day as the Bid Meeting, for which each Bus Driver shall be paid actual drive time not to exceed the estimated drive time for the member's Route and/or Route Packages.
8. In addition, each Bus Driver shall be paid for the actual time (not to exceed 4.5 hours) spent completing the written "turn by turn" instructions for the member's Route(s). Each Bus Driver shall submit the "turn by turn" instructions to the Director of Transportation/Assistant Director of Transportation 3 days before the start of the school year.
9. If a Bus Driver is unable to attend the Bid Meeting, the Bus Driver shall submit a written notice prior to the Bid Meeting to the Board or its designee that a proxy has been given to another Bus Driver who shall then be permitted to engage in the bidding procedures on behalf of the absent Bus Driver. If a Bus Driver is unable to attend the Bid Meeting and fails to submit a written proxy notice prior to the Bid Meeting to the Board or its designee, the Bus Driver will be assigned the remaining available Route(s) and/or Route Package after all the Bus Drivers present have bid or those submitting written proxy notices prior to their absence have completed their respective selection.
10. Buses and vans are not subject to any form of bidding and shall be assigned by the Board at its sole discretion.

D. Paid Time & Work Year

1. After the Bid Meeting and prior to any adjustment made in accordance with the following paragraph, the Bus Driver shall be paid based on the estimated times for the selected Routes and/or Route Packages.
2. Each Bus Driver completing the assigned Route and/or Route Package shall also be paid thirty (30) minutes per day for all Pre-Route and Post-Route Servicing.

During the months of September or October and thereafter if necessary, the total estimated time for the Routes and Route Packages shall be adjusted to reflect the actual driving time of the Bus Driver. The Board or its designee may utilize payroll time

accumulation and GPS-gathered information to track and/or verify actual driving time and related information. The Board or its designee may utilize payroll time accumulation and GPS-gathered information to adjust (increase or decrease) the paid time for each Bus Driver. During the work year, Bus Drivers shall be paid based on actual hours worked during the preceding pay period.

3. Bus Drivers will be paid for the actual time to complete Mid-Day routes. There shall be no minimum payment for Mid-Day routes. If the time to complete a Mid-Day route temporarily decreases, the Driver to whom said route is regularly assigned shall complete other Routes, portions thereof or bus washing/cleaning, as assigned by the Director of Transportation/Assistant Director of Transportation as make-up work. Said make-up work shall occur during the scheduled hours for the Mid-Day route. If no make-up work is available, the Mid-Day route will be paid without reduction of time. If a Driver declines the make-up work, they will be subject to a reduction in hours to reflect the decreased time for the Mid-Day route. This make-up work opportunity shall only be offered due to temporary circumstances relating to a given Mid-Day route.
4. If, at any time, a Route or Route Package increases by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Board shall schedule and hold a Bid Meeting within seven (7) days to re-bid the affected Route or Route Package under Section C 2 of this Article so that Drivers with greater Seniority than the Driver assigned the affected Route or Route Package may bid on said Route or Route Package. This re-bidding procedure shall only be implemented under this subsection where the change to the Route or Route Package is not temporary.
5. If, at any time, a Route or Route Package decrease by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Board shall schedule and hold a Bid Meeting within seven (7) days to re-bid the affected Route or Route Package under Section C 3 of this Article so that the affected Driver may rely on Seniority to bid on a Route or Route Package held by another driver with less Seniority. This re-bidding procedure shall only be implemented under this subsection where the change to the Route or Route Package is not temporary.
6. Subject to the procedures set forth in Section D 5 and D 6, the Board may add to, subtract from, and/or otherwise modify the Routes and Route Packages to respond to the needs of the District.
7. A Bus Driver's Work Year shall be the student attendance days only for those students for whom the Bus Driver is responsible for providing transportation services. For example, Bus Drivers whose Routes and/or Route Packages include private and/or parochial school transportation services are required to drive those assignments every day that the private and/or parochial school is in session, and the private/parochial school year shall become the Work Year of the Bus Driver(s) assigned such Routes and/or Route Packages. Any days or portions thereof when such private/parochial schools or such other schools are not scheduled to be in session are not workdays for Bus Drivers whose Routes and/or Route Packages include such private/parochial schools or such other schools. Bus Drivers whose Routes and/or Route Packages include private/parochial schools or other schools with student attendance calendars different than the Beachwood Schools shall not be compensated for any days or portions thereof when any such private/parochial schools or such other schools are not scheduled to be in session. A Bus Driver's Work Year shall include any make-up days, without any additional compensation, if the

maximum number of calamity days under applicable law is exceeded.

8. Any Driver whose regularly assigned Route(s) or Route Package requires driving during Winter and/or Spring recesses may notify the Director of Transportation/Assistant Director of Transportation in writing at least thirty (30) calendar days in advance that they do not wish to drive the Route or Route Package on one or more days during Winter and/or Spring recesses. Upon receipt of the request, the Director of Transportation/Assistant Director of Transportation will seek Drivers, in seniority order, who may be interested in this work. If the Director of Transportation/Assistant Director of Transportation is able to secure an interested Driver, the Director of Transportation/Assistant Director of Transportation will notify the requesting Driver whose work time shall be decreased accordingly. If the Director of Transportation/Assistant Director of Transportation is unable to secure an interested Driver, the Director of Transportation/Assistant Director of Transportation will notify the requesting Driver who shall complete the work as scheduled.
9. Any additional work days or portions thereof shall be “time-card” days, and the Bus Drivers reporting to work on such days shall be paid for actual work time at their applicable hourly rate during the payroll period that immediately follows the “time-card” day(s). Bus Drivers shall report to work on all scheduled “time-card” days. Failure to report to work on a “time-card” day and/or complete assigned duties during a “time-card” day may be grounds for discipline.
10. A Bus Driver may request to be relieved from an assigned Mid-Day route without being required to use approved sick leave on up to two (2) occasions per contract year. If a Bus Driver is relieved from an assigned Mid-Day route, the Director of Transportation will seek Drivers, in seniority order, who may be interested in this work.
11. If there is a new Mid-Day route after Bid Day, it shall be subject to the bidding process.

E. General Obligations.

1. Bus Drivers shall follow each route and the Route Package as developed, determined and/or revised by the Board, including but without limitation to the sequence of roads, streets, and stops.
2. Pre-Route Servicing and Post-Route Servicing shall include but not be limited to filling the fuel tank, inspecting the bus, its engine and fluid levels, sweeping the bus, and cleaning the interior of the bus and the windows of the bus. Pre-Route Servicing shall be completed prior to leaving the Board’s bus garage facility for the first route of the day. A walk-around inspection (from the Ohio CDL Manual) and a lights check shall be completed prior to leaving for Mid-Day routes and the P.M. portion of a Route Package. Post-Route Servicing shall be completed after returning to the Board’s bus garage facility after the last route is completed for the day.
3. Each Regular Bus Driver shall complete fifteen (15) minutes of Pre-Trip Servicing prior to commencing an Extra Duty Trip and fifteen (15) minutes of Post-Trip Servicing. Pre-Trip Servicing and Post-Trip Servicing shall include but not be limited to filling the fuel tank, inspecting the engine and other fluid levels, sweeping the bus, and cleaning of the interior of the bus and the windows of the bus.
4. The Board or its designee may install and operate audio and/or video equipment on each school

vehicle and any information gathered from such audio and/or video equipment may be used in any disciplinary proceeding.

5. Bus drivers seeking to utilize sick leave shall notify the Transportation Department by telephone in advance and no later than 90 minutes prior to the commencement of an assigned Route or Route Package and shall enter said request into Aesop in advance and no later than 90 minutes prior to the commencement of an assigned Route or Route Package.
6. Within sixty (60) days of recertification testing, a Bus Driver will be provided with up to five (5) hours of paid training time with a District-appointed On-Bus instructor.

F. Extra Duty Trips

1. Extra Duty Trips are trip assignments that include field trips, other student activity trips, and athletic trips on school buses provided such trips comply with applicable laws and regulations.
2. When the Board receives a request for an Extra Duty Trip, the Board shall date/time stamp the request upon receipt and add in the order of receipt to the list of available Extra Duty Trips. The estimated work time for each Extra Duty Trip shall include an estimated work time for the trip, which shall include fifteen (15) minutes of Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. All Extra Duty Trips received by Thursday at 7:00 a.m. will be posted for bid each Thursday morning by 10:00 a.m., and the bidding period shall close on Friday at 10:00 a.m. Trips for the week posted will be awarded beginning at 12:00 p.m. on Friday.
3. Bus Drivers will bid first on Extra Duty Trips listed on the posting before bidding closes on Friday at 10:00 a.m.; however, any Bus Driver who will be put into Overtime Status by more than four (4) hours (*i.e.* more than 44 hours worked per workweek for the relevant workweek) based on the estimated work time for the trip as a result of any Extra Duty Trip is not eligible to bid on such Extra Duty Trip(s). Extra Duty Trips may be split into drop-off/pick-up segments at the discretion of the Director of Transportation, and if split, such Extra Duty Trips will be posted as such. For each list of Extra Duty Trips, Bus Drivers shall bid in descending order of Classification seniority on available Extra Duty Trips.
4. A Bus Driver is not eligible to bid on any Extra Duty Trip where the Bus Driver would not be able to complete fully and without modification the assigned Routes and/or Route Packages. However, a Bus Driver may, upon request, be removed from the Route Package and/or Route when they are otherwise available and eligible for an Extra Duty Trip requiring an overnight stay of the Bus Driver and the school vehicle, but the restrictions set forth in Sections F.3. and F.6. of this Article 32 apply to such situations.
5. Bus Drivers will be paid for the actual time to complete the Extra Duty Trip plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. There shall be no minimum hours for Extra Duty Trips however during winter and spring breaks, an Extra Duty Trip shall be paid at a minimum of 1.5 hours plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing.
6. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to become eligible to bid on an Extra Duty Trip. After a

Bus Driver notifies the Transportation Department that they are unable to complete two (2) assigned Extra Duty Trips during any semester, they will not be permitted to bid on any Extra Duty Trip for a period of ninety (90) work days immediately following the second notification.

7. Bus Drivers may not trade with and/or assign to another Bus Driver their respective Extra Duty Trips and/or any portion thereof.
8. The Board reserves the right to determine, in its sole discretion, that private charter service is preferred for certain field trips, other student activity trips and athletic trips and that such work will not be assigned to the Bus Drivers as Extra Duty Trips.
9. Bus Drivers shall complete and maintain possession of the paperwork and documentation delineated by OAC 3301-83-16 (C) during all field trips and other assignments. Failure to comply with this requirement may be grounds for discipline. Trip permits shall include and provide the following information: date of trip; destination; purpose of trip; name of school district; Bus Driver's name; bus registration number; total miles of trip; designated meal stops; route map to the destination; and name of owner of bus or designee's signature.
10. Bus Drivers shall be compensated for Extra Duty Trips during the pay period that immediately follows the pay period when such work was performed (e.g., work performed during the first 15 days of the month shall be paid on the last day of the month).
11. When an Extra Duty trip scheduled for a weekday is cancelled less than six (6) hours in advance, the Bus Driver will be compensated one (1) hour at their regular rate of pay; however, this provision does not apply to cancellations due to weather. When an Extra Duty trip scheduled for a weekend is cancelled less than twelve (12) hours in advance, the Bus Driver will be compensated two (2) hours at their regular rate of pay; however, this provision does not apply to cancellations due to weather. When an Extra Duty trip scheduled for a weekend is canceled for any reason and the driver is not notified but shows up to complete the trip, the Bus Driver shall be paid three (3) hours.

G. Emergency Trips

1. An Emergency Trip is any trip received without enough notice to add to the Extra Duty Trip list prior to posting or any Trip booked with less than 48 hours' notice. The estimated work time for each Emergency Trip shall include an estimated work time for the trip, which shall include fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing.
2. Emergency Trips may be assigned to Bus Drivers without the need for bidding or re-bidding the Routes and Route Packages.
3. Emergency Trips will be made available to Bus Drivers in descending order of Classification seniority; however, any Bus Driver who will be put into Overtime Status by more than four (4) hours (*i.e.* more than 44 hours worked per workweek for the relevant workweek) based on the estimated work time for the trip as a result of any Emergency Trip is not eligible to drive such Emergency Trip(s). Further, a Bus Driver is not eligible to drive any Emergency Trip where the Bus Driver would not be able to complete fully and without modification the assigned Routes and/or Route Packages.

4. Bus Drivers will be paid for the actual time to complete the Emergency Trips plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. There shall be no minimum payment for Emergency Trips, however, during winter and spring breaks, an Extra Duty Trip shall be paid at a minimum of 1.5 hours plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing.
5. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to enable them to become eligible to bid on an Emergency Trip.
6. Bus Drivers may not trade with and/or assign to another Bus Driver their respective Emergency Trips and/or any portion thereof.
7. The Board has the sole discretion to determine whether private coach service is preferred for certain field trips, other student activity trips and athletic trips and that such work will not be assigned to the Bus Drivers as Emergency Trips.
8. Bus Drivers shall complete and maintain possession of the paperwork and documentation delineated by OAC 3301-83-16 (C) during all field trips and other assignments. Failure to comply with this requirement may be grounds for discipline. Trip permits shall include and provide the following information: date of trip; destination; purpose of trip; name of school district; Bus Driver's name; bus registration number; total miles of trip; designated meal stops; route map to the destination; and name of owner of bus or designee's signature.
9. Bus Drivers shall be compensated for Emergency Trips during the pay period that immediately follows the pay period when such work was performed (e.g., work performed during the first 15 days of the month shall be paid on the last day of the month).
10. If no Bus Driver voluntarily accepts an Emergency Trip under this Section G 3 herein, the Director of Transportation/Assistant Director of Transportation may assign such Trip to a Bus Driver.

H. Accident Procedures

1. When a Bus Driver is involved in any accident or incident resulting in personal injury or property damage, they shall immediately without delay report it to the Board or its designee and to the police and paramedics (if necessary). All incidents must be reported, no matter how minor. Any collisions may result in the driver undergoing retraining as directed by the Board or its designee.
2. Formal disciplinary action shall be commensurate with the nature of the accident, amount of damage or loss; Bus Driver's accident record (e.g., repeated offenses); and such other relevant factors.

I. Miscellaneous

The communications device designated by the Board or its designee shall be the primary method of communicating safety sensitive information.

J. Bus Washing

During the regular school year, the District will offer two (2) one-hour daily Bus Washing assignments which shall be subject to the bidding procedures in Section F. of this Article 32. During summer recess, a member will be paid \$225 for one (1) thorough washing of the interior and exterior of a school bus; \$175 for one (1) thorough washing of the interior and exterior of a school minibus; and \$125 for one (1) thorough washing of the interior and exterior of a school van.

ARTICLE 33. WAGES

- A. Bargaining unit members employed by the Board prior to and/or as of January 18, 2012 shall be compensated on the Hourly Rate Schedules attached hereto as Appendix E-1 which reflect an increase of zero percent (0%) at the commencement of the 2019-2020 work year.. There is one Preschool Assistant on the E-1 Hourly Rate Schedule who will move to the E-2 Hourly Rate Schedule at step 11 effective July 1, 2019, and the E-1 Hourly Rate Schedule for Preschool Assistants will be eliminated. All E-1 Hourly Rate Schedules shall contain Step 16, except the E-1 Hourly Rate Schedule for Office Assistant which shall contain Step 11.

- B. Bargaining unit members commencing new employment with the Board after January 18, 2012 shall be compensated on the Hourly Rate Schedules attached hereto as Appendix E-2 which reflect an increase of zero percent (0%) at the commencement of the 2019-2020 . All E-2 Hourly Rate Schedules shall contain Step 11. In addition, the following E-2 Hourly Rate Schedules contain adjusted hourly rates: Library/Media Assistant, Office Assistant, Instructional Assistant, Preschool Assistant, and Special Education Assistant, and Mechanic.

- C. Step-eligible bargaining unit members shall be awarded one (1) step increase for the 2019-2020 work year.

- D. Any bargaining unit member assigned to work the third shift will be paid an additional fifty cents (\$0.50) per hour above the hourly rate to which the bargaining unit member is entitled for work performed during the third shift. Any bargaining unit member who performs occasional work during the third shift is not entitled to this benefit. If a bargaining unit member assigned to the third shift is subsequently re-assigned to another shift, the bargaining unit member will no longer be entitled to this benefit.

- E. Longevity Program
 - 1. To be eligible to participate in the Longevity Program, a bargaining unit member must:
 - a. have been employed by the Board prior to and/or as of January 18, 2012; and
 - b. be currently and regularly assigned twenty (20) hours or more per week; and
 - c. have received an overall satisfactory performance evaluation during the preceding work year; and
 - d. have at least thirteen (13) years of service for the Board. For calculating years of service for the Board, September 30th shall be the cut-off date, meaning that bargaining unit members with employment dates after September 30th will not be given credit for that year.

2. The following award levels shall apply to bargaining unit members eligible to participate in the Longevity Program.
 - a. For those eligible bargaining unit members who are currently and regularly scheduled to work at least thirty-five (35) hours per week shall receive the following annual, lump-sum payment based upon completed years of service for the Board:

(1) 13 years to 18 years:	\$1,000
(2) 19 years to 23 years:	\$1,300
(3) 24 years and up:	\$1,550
 - b. For eligible bargaining unit members who are currently and regularly scheduled to work at least twenty (20) per week but less than thirty-five (35) hours per week shall receive the following annual, lump-sum payment based upon completed years of service for the Board:

14 years through 24 years: \$500
 - c. Awards will be paid with the eligible bargaining unit member's regular paycheck; no separate paycheck will be issued.
3. Bargaining unit members commencing new employment with the Board after January 18, 2012 shall not be eligible to participate in the Longevity Pay program.

ARTICLE 34. HEALTHCARE, PRESCRIPTION DRUG, DENTAL, VISION AND LIFE INSURANCE COVERAGES

- A. Eligibility. In order to be eligible for healthcare, prescription drug, dental and/or vision insurance coverages under this Contract, a bargaining unit member must regularly work no less than twenty-five (25) hours per week, subject to the following:
 1. For the purposes of administering the requirements of the 25-hour per week eligibility standard and the Affordable Care Act, the annual "look back" period shall be the 12-month period commencing November 1st and ending on the following October 31st which will determine eligibility for and, if applicable, the member's contribution toward healthcare, prescription drug, dental, and/or vision insurance coverages effective January 1st.
 2. During the "look back" period, all hours worked will be included in the bargaining unit member's weekly average calculation together with any paid holidays, leave days or calamity days. An hour of overtime will be counted as one (1) hour for the purposes of this calculation. Winter break, spring break, and summer recess will not be included in the member's weekly average calculation except that the weekly calculation for Bus Drivers will include each Bus Driver's particular Work Year.
 3. For those bargaining unit members who are regularly scheduled to work less than thirty-five (35) hours per week, the procedure set forth in Subsections A. 1 through 2 herein will also be used to determine a bargaining unit member's contribution toward the cost of healthcare, prescription drug, dental and/or vision coverage under Section C. in this Article. The District will provide notification

to each bargaining unit member in December if the bargaining unit member's eligibility and/or percentage of contribution changes as a result of the eligibility/contribution determination process.

B. Plan Designs. Until December 31, 2019, eligible bargaining unit members shall be entitled to the healthcare, prescription drug, dental and vision benefit coverage identified in Article 34 B of the 2016-2019 Master Contract between BUSS and the Board. Effective January 1, 2020, eligible bargaining unit members shall be entitled to the healthcare, prescription drug, dental and vision benefit coverage identified below:

1. Healthcare Insurance:

Benefit Type	Benefit Level
Deductible - Single/Family (network)	\$1,500/\$3,000
Deductible - Single/Family (non-network)	\$3,000/\$6,000
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	\$2,500/\$4,500
Co-Insurance Maximum - Single/Family (non-network)	\$5,000/\$9,000
Annual Out of Pocket Maximum - Single/Family (network)	\$4,000/\$7,500
Annual Out of Pocket Maximum - Single/Family (non-network)	\$8,000/\$15,000
Office Visit Copay – Primary Care	\$25
Office Visit Copay – Specialist	\$45
Telemedicine Visits Copay	\$25
Emergency Room	\$300
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	\$45
Care Coordinator	No cost
Reference-Based Pricing for Specific Lab Services	Applicable

2. Prescription Drug Insurance:

Benefit Type	Benefit Level
Generic Copay	\$15 retail, 30-day supply \$37.50 mail order, 90-day supply)
Formulary Copay	\$40 retail, 30-day supply \$100 mail order, 90-day supply
Non-Formulary Copay	\$65 retail, 30-day supply \$162.50 mail order, 90-day supply
Specialty Drug Copay	\$150 retail, 30-day supply

3. Dental Insurance:

Benefit Type	Benefit Level
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (Single/Family)	\$50 / \$100
Preventive Services	100%, UCR
Restorative Services	80%, UCR after deductible

Complex Services	80%, UCR after deductible
Orthodontia	Not Covered

4. Vision

Benefit Type	Benefit Level
Vision Exam	Every 12 months
Prescription Glasses (Lenses and Frames)	Every 24 months
Contact Lens Care	Every 24 months

C. Employee Contribution. Bargaining unit members shall be responsible to contribute toward the cost of the monthly insurance premiums for healthcare, prescription drug, dental and vision as follows:

1. For bargaining unit members who are regularly scheduled to work at least thirty-five (35) hours per week:
 - a. Fifteen percent (15%) for single or family coverage(s).
2. For those bargaining unit members regularly scheduled to work less than thirty-five (35) hours per week but at least twenty-five (25) hours per week:
 - a. Fifteen percent (15%) plus:
 - b. An additional contribution calculated as follows: the numerator in the formula shall be the difference between thirty-five (35) and the bargaining unit member's regular weekly hours; the denominator shall be thirty-five (35).
3. The contribution schedule identified in this provision shall apply to all bargaining unit members during the term of this Contract, and no bargaining unit shall be grandfathered under any previous insurance contribution calculation.

D. Open Enrollment. The open enrollment period for healthcare, prescription drug, dental and vision insurance, supplemental life insurance, and FSA payroll deductions shall be from November 1st through December 1st of each calendar year.

E. Spousal Certification. If an eligible bargaining unit member's spouse is working or is retired and has healthcare, prescription drug, dental and/or vision insurance available to them, that spouse is not eligible for such coverage under the District's insurance plan (healthcare, prescription drug, dental and/or vision). If a spouse is working as an active partner for a firm, or is an LLC associated with a firm, and that spouse is eligible to participate in their associated firm's healthcare, prescription drug, dental or vision plans (as partners or LLCs associated with that firm), that spouse is not eligible for such coverage under the District's insurance plan unless the spouse also enrolls in the firm's benefit plan. If the spouse fails to obtain coverage through the firm, they are not eligible for coverage under the District's plan." Upon the spouse's enrollment in an available insurance coverage plan, that coverage will become the primary payor of benefits, and the coverage by the Board will become the secondary payor of benefits provided the covered employee elected family coverage with the Board. Each bargaining unit member shall complete and submit the necessary documentation to the Board annually relating to the working/retired spouse's coverage. Failure of the bargaining unit member to do so shall result in the immediate loss of eligibility for the employee's spouse for healthcare, prescription drug, dental and/or vision).


1. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
 2. A spouse of an eligible bargaining unit member excluded from the District's healthcare and prescription drug insurance coverage under this section may participate in the District's dental and/or vision coverage if such coverage is not available to the spouse.
- F. Bargaining unit members that are married shall have the option of choosing either one family insurance plan or two single insurance plans. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
- G. Carrier Changes. The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall be comparable to the coverage provided by the present carrier(s) as of the effective date of this contract. While the Board retains the final decision concerning the carrier(s), the Board will consult with the Beachwood Healthcare Committee prior to any change in carrier(s). The Board will also notify the Beachwood Union of Support Staff in writing at least thirty (30) days prior to any change in carrier(s). In the event of a change in carrier(s), pre-existing conditions will not be excluded from coverage.
- H. Life Insurance. A group term life insurance policy will be provided to each bargaining unit member who is regularly scheduled to work at least thirty-five (35) hours per week. The amount of the policy for an eligible bargaining unit member shall be fifty thousand dollars (\$50,000). Bargaining unit members employed by the Board as of January 18, 2012 will be grandfathered at their current life insurance level.
- I. Insurance Waiver. Eligible bargaining unit members who elect to forego all insurance coverage provided by the Board (healthcare and prescription drug only) shall be eligible for a one-time annual payment of \$2,000. An eligible bargaining unit member's insurance coverage waiver shall apply to one-full 12-month year. The \$2,000 annual payment shall be paid in 50% installments twice during the relevant 12-month period (May and November) after the bargaining unit member completes their employment for which the insurance coverage would have been in effect. Eligible bargaining unit members who complete a partial employment year will receive a prorated payment commensurate with the partial employment year. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
- J. Healthcare Committee. Two (2) BUSS members shall be appointed by the BUSS President to participate on the Beachwood Health Care Committee.

ARTICLE 35. SIGNATURE LETTER


The authorized representatives of the respective parties have set forth their signatures hereunder this 30 day of August 2019.



Daniel MacVeigh, Local President

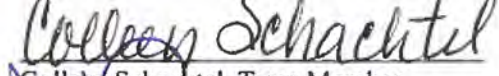

Dr. Brian Weiss, Board President


Tyhiana Coles, Team Member


Dr. Robert P. Hardis, Superintendent


Roberta Lattner, Team Member


Michele Mills, Treasurer/CFO


Colleen Schachtel, Team Member


Dr. Ken Veon, Assistant Superintendent


Kim Luther, OFT/AFT Field Services Coordinator

APPENDIX A

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APPENDIX B

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APPENDIX C

GRIEVANCE FORM

Number _____

Name of Grievant(s): _____

State the grievance in clear and concise terms, specifying express provision(s) of the Agreement allegedly violated: _____

Relief Requested: _____

Signature of Grievant(s): _____

Date _____

Date of Informal Meeting: _____

Step 1 Grievance Filing Date: _____

Step 1 Meeting Date (if any): _____

Step 1 Disposition by Supervisor: _____

Signature of Supervisor

Date

Step 2 Grievance Filing Date: _____

Step 2 Meeting Date (if any): _____

Step 2 Disposition by Superintendent: _____

Signature of Superintendent

Date

APPENDIX D

WAIVER OF INSURANCE BENEFITS

Effective _____, I hereby waive coverage under the
Beachwood City School District Board of Education's health insurance program

- Medical/Prescription
- Dental
- Vision

Printed Name

Signature

Date

Position

cc: Personnel File
Payroll Department

APPENDIX E-1 (Hired on or before 1/18/2012)

Bus Driver E-1

STEP	2019-2020
1	20.19
2	20.69
3	21.21
4	21.74
5	22.28
6	22.84
7	23.41
8	24.00
9	24.60
10	25.22
11	25.85
12	26.50
13	27.16
14	27.84
15	28.54
16	29.25

Mechanic E-1

STEP	2019-2020
1	26.72
2	27.39
3	28.07
4	28.77
5	29.49
6	30.23
7	30.99
8	31.76
9	32.55
10	33.36
11	34.19
12	35.04
13	35.92
14	36.82
15	37.74
16	38.68

Cleaner E-1

STEP	2019-2020
1	16.14
2	16.54
3	16.95
4	17.37
5	17.80
6	18.25
7	18.71
8	19.18
9	19.66
10	20.15
11	20.65
12	21.17
13	21.70
14	22.24
15	22.80
16	23.37

Head Custodian/Custodian E-1

	Head Custodian	Custodian
STEP	2019-2020	2019-2020
1	21.45	18.70
2	21.99	19.17
3	22.54	19.65
4	23.10	20.14
5	23.68	20.64
6	24.27	21.16
7	24.88	21.69
8	25.50	22.23
9	26.14	22.79
10	26.79	23.36
11	27.46	23.94
12	28.15	24.54
13	28.85	25.15
14	29.57	25.78
15	30.31	26.42
16	31.07	27.08

Maintenance E-1

	Maintenance
STEP	2019-2020
1	26.72
2	27.39
3	28.07
4	28.77
5	29.49
6	30.23
7	30.99
8	31.76
9	32.55
10	33.36
11	34.19
12	35.04
13	35.92
14	36.82
15	37.74
16	38.68

Library/Media Assistant E-1

STEP	2019-2020
1	17.76
2	18.20
3	18.66
4	19.13
5	19.61
6	20.10
7	20.60
8	21.12
9	21.65
10	22.19
11	22.74
12	23.31
13	23.89
14	24.49
15	25.10
16	25.73

Secretary to Principal/Secretary E-1

	Secretary to Principal (L. Joyner only)	Secretary
STEP	2019-2020	2019-2020
1	24.14	19.13
2	24.74	19.61
3	25.36	20.10
4	25.99	20.60
5	26.64	21.12
6	27.31	21.65
7	27.99	22.19
8	28.69	22.74
9	29.41	23.31
10	30.15	23.89
11	30.90	24.49
12	31.67	25.10
13	32.46	25.73
14	33.27	26.37
15	34.10	27.03
16	34.95	27.71

Office Assistant E-1

STEP	2019-2020
1	17.90
2	18.35
3	18.81
4	19.28
5	19.76
6	20.25
7	20.76
8	21.28
9	21.81
10	22.36
11	22.92

Instructional Assistant E-1

STEP	2019-2020
1	15.78
2	16.17
3	16.57
4	16.98
5	17.40
6	17.84
7	18.29
8	18.75
9	19.22
10	19.70
11	20.19
12	20.69
13	21.21
14	21.74
15	22.28
16	22.84

Special Education Assistant E-1

STEP	2019-2020
1	19.98
2	20.48
3	20.99
4	21.51
5	22.05
6	22.60
7	23.17
8	23.75
9	24.34
10	24.95
11	25.57
12	26.21
13	26.87
14	27.54
15	28.23
16	28.94

APPENDIX E-2 (Hired after 1/18/2012)

Bus Driver E-2

STEP	2019-2020
1	20.11
2	20.61
3	21.13
4	21.66
5	22.20
6	22.76
7	23.33
8	23.91
9	24.51
10	25.12
11	25.75

Mechanic E-2

STEP	2019-2020
1	23.00
2	23.58
3	24.17
4	24.77
5	25.39
6	26.02
7	26.67
8	27.34
9	28.02
10	28.72
11	29.44

Cleaner E-2

STEP	2019-2020
1	12.70
2	13.02
3	13.35
4	13.68
5	14.02
6	14.37
7	14.73
8	15.10
9	15.48
10	15.87
11	16.27

Head Custodian/Custodian E-2

	Head Custodian	Custodian
STEP	2019-2020	2019-2020
1	15.96	14.37
2	16.36	14.73
3	16.77	15.10
4	17.19	15.48
5	17.62	15.87
6	18.06	16.27
7	18.51	16.68
8	18.97	17.10
9	19.44	17.53
10	19.93	17.97
11	20.43	18.42

Maintenance & Grounds E-2

	Maintenance	Grounds
STEP	2019-2020	2019-2020
1	21.29	19.17
2	21.82	19.65
3	22.37	20.14
4	22.93	20.64
5	23.50	21.16
6	24.09	21.69
7	24.69	22.23
8	25.31	22.79
9	25.94	23.36
10	26.59	23.94
11	27.25	24.54

Library/Media Assistant E-2

STEP	2019-2020
1	16.18
2	16.58
3	16.99
4	17.41
5	17.85
6	18.30
7	18.76
8	19.23
9	19.71
10	20.20
11	20.71

Secretarial E-2

	Secretary to Principal	Secretary
STEP	2019-2020	2019-2020
1	20.11	18.13
2	20.61	18.58
3	21.13	19.04
4	21.66	19.52
5	22.20	20.01
6	22.76	20.51
7	23.33	21.02
8	23.91	21.55
9	24.51	22.09
10	25.12	22.64
11	25.75	23.21

Office Assistant E-2

STEP	2019-2020
1	14.50
2	14.86
3	15.23
4	15.61
5	16.00
6	16.40
7	16.81
8	17.23
9	17.66
10	18.10
11	18.55

Instructional Assistant E-2

STEP	2019-2020
1	15.83
2	16.23
3	16.64
4	17.06
5	17.49
6	17.93
7	18.38
8	18.84
9	19.31
10	19.79
11	20.28

Preschool Assistant E-2

STEP	2019-2020
1	15.18
2	15.56
3	15.95
4	16.35
5	16.76
6	17.18
7	17.61
8	18.05
9	18.50
10	18.96
11	19.43

Special Education Assistant E-2

STEP	2019-2020
1	18.00
2	18.45
3	18.91
4	19.38
5	19.86
6	20.36
7	20.87
8	21.39
9	21.92
10	22.47
11	23.03

Before/After-Care Coordinator E-2

STEP	2019-2020
1	15.18
2	15.56
3	15.95
4	16.35
5	16.76
6	17.18
7	17.61
8	18.05
9	18.50
10	18.96
11	19.43

Nurse Attendant E-2

STEP	2019-2020
1	24.69
2	25.31
3	25.94
4	26.59
5	27.25
6	27.93
7	28.63
8	29.35
9	30.08
10	30.83
11	31.60