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# **CONTRACT**

between

**Ohio Association of  
Public School Employees  
Locals 213, 473, 656**

and the

**Berea Board of Education**

**July 1, 2019 – June 30, 2022**

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## ARTICLE 1 - RECOGNITION

- 1.01** The Board of Education of the Berea City School District recognizes the Ohio Association of Public School Employees, Locals 213, 473 and 656 as the sole and exclusive bargaining agent for the non-teaching classified employees of the Board of Education subject to the provisions set forth in this article.
- 1.02** Casual, seasonal, probationary and temporary employees, professional employees, confidential, administrative and management level employees, students, guards and supervisors as defined in Ohio Revised Code Chapter 4117 are excluded from the bargaining unit for which the Association is recognized.
- 1.03** The employment positions in the bargaining unit for which the Association is recognized are as follows:
- |                                       |   |
|---------------------------------------|---|
| Admin. Assistant to the Assist. Supt. | Head Skilled                            |
| Administrative Assistant              | Head Skilled Bus Mechanic               |
| Assistant Bookkeeper                  | Instructional Assistant                 |
| Assistant Head Custodian              | Intervention Associate                  |
| Assistant Head Skilled                | Maintenance #2                          |
| Bookkeeper                            | Maintenance #1                          |
| Bus Driver                            | Nutrition Service Asst. Mgr.-Elementary |
| Bus Mechanic                          | Nutrition Service Asst. Mgr.-Secondary  |
| Bus Mechanic Helper                   | Nutrition Service Hourly                |
| Communications Specialist             | Nutrition Service Manager-Elementary    |
| Community Services Office Assistant   | Nutrition Service Manager-Secondary     |
| Custodian #2                          | Office Assistant                        |
| Custodian #1                          | Student Monitor                         |
| Early Childhood Education Assistant   | Technology Assistant                    |
| ExtendEd Assistant                    | Technology Specialist                   |
| ExtendEd Associate                    | Transportation Assistant                |
| Head Custodian-Elementary/Admin.      | Transportation Dispatcher               |
| Head Custodian-High School            | Transportation Routing Coordinator      |
| Head Custodian- Middle School         |   |
- 1.04** These positions and responsibilities shall remain as part of the bargaining unit unless negotiated out of the unit by agreement of the parties or by following procedures, which are in accordance with Ohio Revised Code Chapter 4117.
- 1.05** The following shall be excluded from the bargaining unit:
- |  |  |
|--|--|
| Treasurer                              | Coordinator of Purchasing & ExtendEd   |
| Assistant Treasurer                    | Director of Information Technology     |
| Payroll Coordinator                    | EMIS Coordinator                       |
| Director of Business Services          | Data Processing Analyst                |
| Supervisor of Buildings & Grounds      | Network Manager                        |
| Director of School Community Relations | Energy Education Specialist            |
| Supervisor of Nutrition Service        | Admin. Assistant to the Superintendent |
| Supervisor of Transportation           | Personnel Assistants                   |
| Fiscal Support Liaison                 |  |
- 1.06** Also excluded shall be all future positions as may be established or changed to cover the job responsibilities of the administrative/supervisory positions listed above.

## **ARTICLE 2 - COMPLETE AGREEMENT**

- 2.01** This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of the agreement shall be considered part of the established policies of the Board.
- 2.02** During the term of this agreement, the Union waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of the school district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though such subject matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met and negotiated and executed this agreement, and even though such subjects or matter were proposed and later withdrawn.
- 2.03** Our district faces many challenges every year. During the term of this contract, if it is determined necessary and/or appropriate to study item(s) within this contract, OAPSE officers and the Administration will utilize the problem-solving process to address it.
- 2.04** A solution recommended to resolve an issue must be ratified by the Board and the OAPSE Presidents before becoming a written and signed addendum to the collective bargaining contract.
- 2.05** The provisions of this contract shall be binding on the Board and the Union and shall constitute the full and complete commitment of both parties. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed addendum to this agreement.
- 2.06** In the event a successor agreement is not adopted prior to the termination of this contract, it shall remain in full force and effect until such time as a successor agreement is adopted.

## **ARTICLE 3 – DURATION and DEFINITIONS**

- 3.01** This agreement shall become effective July 1, 2019, and shall continue in effect until and including June 30, 2022. This contract will replace the O.A.P.S.E. contract in effect from July 1, 2016 through June 30, 2019.

In the event a successor contract is not adopted prior to the termination date, this contract shall remain in full force and effect until such time as a successor contract is adopted.

- 3.02** Throughout this contract the following terms are defined as follows:

Fiscal year is defined as: July 1<sup>st</sup> through and including June 30<sup>th</sup>

School year is defined as: students' first day of school through and including the students' last day of school

Calendar year is defined as: January 1<sup>st</sup> through and including December 31<sup>st</sup>

Student scheduled days is defined as: days students are scheduled to be in attendance

Base Pay is defined as: the beginning wage of each classification on the wage grid

## ARTICLE 4 - BOARD OF EDUCATION RIGHTS

- 4.01** The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including but without limiting the generality of the foregoing all of the rights identified in Ohio Revised Code 4117.08. These include:
- Determine matters of inherent managerial policies, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
  - Direct, supervise, evaluate, or hire employees
  - Maintain and improve the efficiency and effectiveness of governmental operations
  - Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted
  - Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
  - Determine the adequacy of the work force
  - Determine the overall mission of the employer as a unit of government
  - Effectively manage the work force
  - Take actions to carry out the mission of the public employer as a governmental unit
- 4.02** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

## ARTICLE 5 - ASSOCIATION AND EMPLOYEE RIGHTS

**5.01** **Bargaining Agent**

The Board of Education shall accord the following privileges to OAPSE as the sole and exclusive bargaining agent. These privileges shall not be provided to any other agent who has as its purpose the representation of the classified employees in collective bargaining until such time as a valid and lawful challenge to the certification status of OAPSE is recognized by SERB.

**5.02** **Dues**

- A. Upon written authorization by a classified employee, the Board of Education shall withhold deduction from pay for OAPSE Locals 213, 473, 656 monthly for nine (9) consecutive months starting in October of each year. This authorization shall remain in effect until revoked in accordance with the OAPSE membership application signed by the employee. Dues deduction authorization may not be revoked at any other time or in any other manner except as provided in the OAPSE membership application. OAPSE will notify the school district treasurer when the dues deduction authorization is

properly withdrawn by the employee. The union agrees that it will indemnify and hold the Board harmless from any claims, actions and demands by any employees or organization arising from the deduction of union dues made by the Board pursuant to this Article and to defend the Board in any such claims, actions and demands through attorneys selected by the Union. The Board agrees to accept attorneys selected by the Union for the defense of claims, actions and demands by any employees or organization arising under this Article.

- B. Except as provided below, the annual dues rate is based on the employee's annual income as reflected on their W-2 form for the previous calendar year and any deferred or tax-sheltered income.
- C. New hires and employees with W-2's that do not cover a full calendar year, and employees who due to a change in classification that results in a prescribed number of hours, will have their projected income calculated by taking their first month's gross wage and multiplying it by 10. This annualized salary will be used to determine their annual dues.

**5.03 Reporting**

- A. All OAPSE dues deductions, together with an alphabetical listing of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the OAPSE Local Treasurer no later than the tenth day following the end of the pay period in which the deduction was made.
- B. The Ohio Association of Public School Employees and Locals 213, 473 and 656 agree to assume full and complete responsibility for the accuracy of the authorization and for any and all claims which may arise out of or by the Board's action in carrying out the provisions of this section. The Personnel Department shall provide a copy of the current contract to all new employees.
- C. The Board of Education agrees to provide by October 30 of each year, a list of all classified employees on the payroll effective July 1, their hourly/annual rates, number of workdays, and number of hours to be worked each day. This report shall be sent to each Local President.

**5.04 Delegate Conference**

No more than twenty-one (21) days shall be allocated to the three (3) OAPSE Locals so that its authorized delegates may attend the OAPSE Annual Delegate Conference with no loss of pay. Authorization for use of leave under this section must be approved by the Director of Personnel and Employee Relations no later than twenty (20) days prior to the start of the conference and shall carry signature approval of all Local Presidents. If OAPSE authorizes additional delegate(s) to the annual conference, this delegate(s) may attend with no loss in pay.

**5.05 Leadership Meetings**

No more than three (3) days shall be allocated to the three (3) OAPSE Locals so that its authorized delegates may attend the OAPSE Leadership events with no loss of pay. Authorization for use of leave under this section must be approved by the Director of Personnel and Employee Relations no later than twenty (20) days prior to the start of the conference and shall carry signature approval of all Local Presidents.

**5.06 President's Release Time**

Each OAPSE President/designee will receive release time of an hour per week of scheduled work time for each 1-60 persons represented to conduct OAPSE business. The scheduled working time shall be taken in consultation with the Building/Department Administrator and the OAPSE President. If release time cannot be scheduled, an equivalent compensation will be paid. The release time will be separate and in addition to contracted time for OAPSE negotiations, release time for grievance matters, and OAPSE Delegate Conference. The appropriate OAPSE Chapter President/designee will be given released time to attend the funeral service of a member.

**5.07 Grievance Representative Release Time**

OAPSE Grievance Representatives will have released time without loss of pay for participating in grievance and disciplinary hearings held during the normal working hours.



**5.08** Release time of up to thirty (30) minutes shall be granted to a Union Officer (or designee) to meet with each newly hired employee in their Local to acquaint the new employee(s) with the Union. The meeting shall take place within fifteen (15) workdays of the hire date.

**5.09 Communication**

- A. OAPSE staff members shall be permitted to confer with classified employees of the Bargaining Unit during the workday provided that such conferences occur during the employee's break period and provided the OAPSE staff members report to the school office upon entering the building.
- B. The Board will make bulletin boards, mailboxes, e-mail, voice mail, and the school mail system available for the posting and transmission of normal OAPSE information. This information shall not include political endorsements or competitive representation election materials.
- C. The Ohio Association of Public School Employees (OAPSE) through its officers and Building Representatives may use the computers, e-mail, Internet access, and other hardware and software owned by the Board of Education for organizational purposes except for exclusions listed in the Board of Education policies and procedures.
- D. OAPSE shall have the right to use Board owned facilities, equipment, and buildings without charge providing the Board does not incur any cost.

**5.10 Seniority List**

In October of each year, a seniority list by job classification will be provided to each Local President by the Personnel Department.

**5.11 Board Agenda**

The Board will supply a copy of the agenda, addenda/additional items, and minutes of the Board of Education meetings to each Local President.

**5.12 ARTICLE 5.12 BECOMES A LEGACY DOCUMENT**

**5.13 Non-Discrimination Clause**

Equal opportunity and treatment shall be accorded to all employees by the Berea Board of Education in retaining, transferring, and promoting regardless of age, handicap, marital status, citizenship status, creed, national origin, color, race, religion, gender, sexual orientation, union membership, and/or union activities. The Board agrees that no reprisals shall be taken against an employee for Union activities.

**5.14 Payroll Deductions**

By employee request, deductions will be made for OAPSE dues, P.E.O.P.L.E., Berea School Employees Credit Union, U.S. Savings Bonds, United Way, Community Shares, Ohio Tuition Trust Authority, tax-sheltered annuities, Committee for Good Schools, The Education Foundation of BCSD, and other items mutually agreed upon by OAPSE and Locals 213, 473 and 656 and the Board.

**5.15 Paychecks**

- A. Paychecks shall be issued on the 16<sup>th</sup> and the last day of the month. All classified employees will be required to receive their pay through direct deposit to the bank of their choice. When a payday falls on a Saturday or Sunday, the paycheck will be used on the preceding Friday. When a payday falls during a holiday period, the paycheck will be issued on the last working day preceding the holiday period with the exception of Christmas, New Years and Easter holidays. A written request for an exception due to extenuating circumstances may be made to the District Treasurer.
- B. An overpayment or underpayment of wages will be corrected in a timely manner. An underpayment or overpayment, including pay and/or HRA reimbursement expenses which has developed over a period of time and involves three hundred (300.00) dollars or more will be rectified on a payment schedule worked out between the classified employee and the Treasurer's Office. In any such case the

resolution will not extend beyond the end of the fiscal year (June 30). Prior to any monies being deducted from an employee's paycheck, the employee will be notified in writing.

C. Employees are expected to report any concern they have about the accuracy of their paycheck to the Treasurer's Office as soon as possible.

**5.16** All school building employees will be provided a secure place for personal belongings.

**5.17** All classified employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given an assignment that jeopardizes his/her health and safety.

**5.18** When the personal property (clothing, eyeglasses, watch, etc.) of a classified employee who is carrying out his/her assigned responsibilities is damaged by a student, the Board shall compensate the employee for the reasonable cost of the repair or replacement of the damaged item(s) not paid for by the student's parent/guardian or by some form of insurance.

**5.19 Computer Usage and On-Line Services**

All classified employees shall have the right to use the computers, e-mail, Internet access, hardware and software owned by the Board of Education for professional and instructional enhancement, except where Board policies and procedures are violated.

The following areas of usage are excluded from employee use:

1. Damaging or altering the operation of the district's computer network services, or interfering with any other registered user's ability to access and use district computers, networks, and on-line services.
2. Accessing, creating, printing or distributing communication, materials, information, data or images reasonably regarded as threatening, abusive, harassing, discriminatory, obscene, or in violation or inconsistent with any other Board policy.
3. Infringing on the rights or liberties of others, using profanity or harassing language as a method to offend or insult others.
4. Illegal or criminal use of any kind.
5. Causing or permitting materials protected by copyright, trademark, service mark, trade name, trade secret, confidentiality or proprietary data, or communications of another, to be uploaded to a computer or information system, published, broadcast, or in any way disseminated without authorization from the owner.
6. Installing or maintaining any hardware or executable software not owned or licensed by the Berea Board of Education or the employee.
7. Installing workstation software or modifying network configurations, servers, or electronics without consultation and assistance from a network administrator.
8. Conducting commercial, profit-motivated, or partisan political activities not related to Board programs.
9. Attempting to read, delete, copy, modify, or forge information contained in the files of other users.
10. Promoting the use of drugs, alcohol, or tobacco or unethical practices that violate law or Board policy.
11. Accessing, viewing, printing, storing, transmitting, disseminating or selling any information protected by law or subject to privilege or an expectation of privacy.

12. Granting access to district computers, networks, and on-line services to individuals not authorized by the Board, either by intentional conduct such as disclosing passwords, or by unintentional conduct such as failing to log off.
13. Depleting consumable resources, such as ink, toner, paper, and other supplies through any activity not related to Board supported programs.

#### **5.20 District Senate**

The District Senate consists of representatives of OAPSE (Ohio Association of Public School Employees), the BFT (Berea Federation of Teachers), BASA (Berea Association of School Administrators), and the Central Office Administration. It provides a forum for the representative groups to share thoughts, ideas, concerns, and questions, and serves as a channel for soliciting information and feedback from buildings and sites prior to recommendations

1. Purpose: The District Senate will:

- Serve as a filtering agent for system-wide plans, programs, and reports
- Identify the impact of building-based decisions on system-wide progress
- Recommend system-wide plans, programs, and reports to be developed
- Review and recommend district policies
- Be a sounding board for district concerns
- Assess district climate
- Review, discuss and recommend a proposed calendar for the Superintendent to take to the Board

The Senate will not review courses of study. It will not approve or disapprove reports, plans, programs, but will recommend items that need to be considered by the committee generating the report.

## **ARTICLE 6 - BUILDING COMMITTEE**

#### **6.01 School Building Committees**

##### **Purpose**

A Building Committee shall be established yearly in each school. This Building Committee will be a vehicle to promote and encourage staff involvement and decision-making in each building. It shall meet at least every other week during the school year (including August) to discuss, problem solve, and make decisions on matters as prescribed in the contracts concerning school operations. All issues brought to the Building Committee will be subject to the problem solving process. No committee shall be established to supersede or parallel the Building Committee. The Building Committee will not contravene the existing administrative structure(s) or functions. The Building Committee will not deal with issues listed in the job description of Department Chairpersons, Team Leaders, Subject Coordinators, Elementary Grade Level Chairpersons, and the Snow School Teacher Coordinator.

The Building Committee will establish a schedule of pod meetings throughout the school year to share information, collect data, and discuss issues. Additional meetings may be scheduled as needed. When issues of concern regarding the operation/functions of a Building Committee (because of membership, interpersonal relationships, etc.) arise and are brought to the attention of the Personnel Director and the Presidents of the Locals, they will develop a plan of action addressing the issues.

##### **Building Representative**

Each individual OAPSE Building Representative will be appointed by the elected Local President for a minimum two (2) school year term.

##### **Membership**

Each Building Committee will include the BFT Building Representative, other BFT members, OAPSE Building Representatives from Local 213 and Local 656, other OAPSE members, and the building principal and an assistant principal where available. Classified membership on this committee will be

determined by rules and procedures established by OAPSE. Teacher membership on this committee will be determined by rules and procedures established by the BFT. The number of OAPSE representatives will be determined by how many twelve (12) to fifteen (15) member groups are needed to equally divide the classified staff in the building.

During the month of May the OAPSE Building Committee will divide the classified staff into equal-sized groups with membership of between twelve (12) and fifteen (15) members and establish the rotation of the membership. (Small buildings will have smaller sized groups.) These groups will be made up of all classifications in the building. Each group will choose one of its members, who is an OAPSE member to serve on the Building Committee. Each member will serve for a two (2) school year term of office. Half of the terms of office will end each school year. If a new or replacement representative is needed, the same procedure will be followed.

#### Training

By mutual consent, the Building Committee may seek additional training to facilitate the problem-solving process. The BFT Building Representative, the OAPSE Local 213 and Local 656 Building Representatives or the principal may request the participation of a resource person at any session. Additional training will be provided, upon request, by the BFT, OAPSE, or the Administration. If the impact session is scheduled before the school year or outside the working day, members will be paid at the staff development rate.

#### Agenda

The agenda for the Building Committee shall include items provided by the principal, the BFT Building Representative and the OAPSE Building Representatives. None of the parties may veto the other's agenda item(s). The agenda shall be provided to Building Committee members and be made available to the staff twenty-four (24) hours in advance of a meeting.

#### Minutes

A member of the Building committee will take the minutes. The minutes will be reviewed by the principal, BFT and OAPSE Building Representatives from Locals 213 and 656, before they are published. Minutes will be distributed to staff within three (3) working days of the meeting. The BFT President and OAPSE Locals 213, 656 and 473 Presidents will each receive a copy of the Building Committee minutes.

#### Scheduled Meetings

All Building Committee members will receive scheduling considerations to facilitate the extension of morning and/or afternoon meetings when agenda items necessitate. If this is not possible, due to scheduling difficulties, an allocation for substitutes will be included in building budgets for the purpose of releasing Building Committee members for attendance at Building Committee meetings.

#### Building Schedule Options

In an effort to make better use of our teaching staff and building facilities, opportunities for scheduling options will be established. The Building Committee will be given the authority to consider and approve alternative scheduling opportunities developed by staff members.

### **6.02 Central Office Building Committee**

#### Purpose

The Central Office Building Committee will be a vehicle to promote and encourage staff involvement and site based decision-making. The Central Office Building Committee will be a representative link in the problem resolution process, working together to create a good climate within the building. Issues of general building-wide concern will be discussed.

#### Membership

The Central Office Building Committee will include: The OAPSE Local 213 Building Representative, the Local 656 Building Representative, the Superintendent and/or Assistant Superintendent, two (2)

administrative team members and two (2) OAPSE representatives selected by lot from interested OAPSE members. Representatives will serve a two-year term to begin on September 1.

**Agenda**

The agenda will include all signed items submitted by any member of the building staff. All signed items will be addressed by the Central Office Building Committee. The agenda will be provided to all staff members through electronic mail twenty-four (24) hours in advance of a meeting.

**Meetings**

The Central Office Building Committee will meet as needed.

**Minutes**

The minutes of the meeting will be jointly discussed by OAPSE and administrative representatives. Minutes will be distributed by electronic mail to all building staff within three (3) working days following the meeting.

**6.03 Buildings and Grounds Building Committee**

**Purpose**

The Maintenance Department Building Committee will be a vehicle to promote and encourage staff involvement in site-based decision-making. The building committee will serve as a representative link in the problem resolution process working together to create a good climate within the Department. Issues of general Department-wide concern will be discussed.

**Membership**

The membership will consist of the Supervisor and/or Assistant Supervisor of Buildings & Grounds, OAPSE 656 representative, OAPSE 213 representative, three (3) representatives from Maintenance Department OAPSE 656 personnel. (The members of the Maintenance Department will be rank-ordered based on their date of hire in the district. The groups would then be split into three equal parts based on most seniority, middle seniority, least seniority. Each of those three groups will then select one representative to serve on the building committee.) Representatives will serve a two (2) school year term. New terms will begin on September 1st of each year.

**Agenda**

The agenda for the Building Committee shall include signed items provided by both the Administrator and the OAPSE Building Representatives. All items submitted must be signed. None of the parties may veto the other's agenda item(s). The agenda shall be provided to the OAPSE Building Representatives and the Building Committee members, and be made available to the staff twenty-four (24) hours in advance of a meeting.

**Meetings**

The Maintenance Department Building Committee will meet as needed. This meeting will take place during the normal workday at a time that is convenient for the members.

**Minutes**

The minutes of the meeting will be jointly discussed by OAPSE and administrative representatives. Minutes will be posted for all Maintenance Department staff members within three (3) working days following the meeting.

**6.04 Transportation Building Committee**

See Article 39.09.

**6.05 Compensatory Time**

- A. Building Committee members representing OAPSE employees shall be compensated for their time under the provisions of Article 10 (Hours of Work), and, if applicable, Article 11 (Time Worked Beyond Scheduled Hours). Compensatory time shall apply to OAPSE Building Committee activities outside their regularly scheduled hours or to additional time that must be worked in order to complete job duties that were not done due to attendance at these activities.

- B. Time will be taken with mutual agreement between the Building Committee member and the building administrator/principal. It is the responsibility of the Building Committee member to complete the compensatory time form.

## **ARTICLE 7 - OAPSE/ADMINISTRATIVE COMMITTEE**

- 7.01** The Superintendent, and/or Assistant Superintendent, and the Director of Personnel and Employee Relations will meet monthly with each Local President and/or a representative from each Local, to discuss items of mutual concern.
- 7.02** All meetings shall be held at an agreed upon time and place.
- 7.03** The spirit of discussions shall be one of communication and sharing that may lead to the resolution of a problem, issue, or concern. The matters discussed shall be considered as being important to professional relations between the Employer and the Union.
- 7.04** Due to the District's building restructuring, OAPSE and administration agree to address any unforeseen issues through the Presidents' meetings. Additional staff may be asked to attend, and/or additional meetings may be scheduled, as needed. The OAPSE Field Rep will attend upon request.
- 7.05** **Minutes and Summary**
  - A. Minutes will be kept by the Personnel Director and distributed to the OAPSE Presidents within two weeks after the meeting.
  - B. A Summary will be written by the Personnel Director and be reviewed and/or revised by the OAPSE Presidents before distribution.

## **ARTICLE 8 - NEGOTIATIONS PROCEDURES**

- 8.01** **Request for Formal Negotiations**
  - A. Either the Union or the Board of Education may initiate negotiations by letter of submission forwarded to the other party on or before March 31<sup>st</sup> of the year in which the contract expires. The purpose of which shall be to negotiate changes in terms and conditions of employment including, but not limited to, salary schedules, fringe benefits, and other working conditions. The parties shall meet within ten (10) days of notice of intent to renegotiate the agreement and to determine the process to be used.
  - B. The parties will jointly notify the State Employment Relations Board of the commencement of negotiations and that impasse procedures identified in this contract will take the place of the procedures alternatively provided under Ohio Revised Code 4117.4 and related sections.
- 8.02** **Choice of Format**

Within ten (10) working days after receipt of such notice, an initial meeting will be held between the representatives of the Ohio Association of Public School Employees and the Superintendent or his/her designee(s) to determine the format for negotiations described as either the "Problem Solving Approach" or the "Traditional Collective Bargaining Approach."

  - A. Problem-Solving Approach
    - 1. Good Faith Bargaining Definition  
Good faith requires a commitment by the Board and OAPSE to be willing to meet to identify for discussion and resolution terms of concern, conflict, or disagreement related to salary, fringe benefits and other terms and conditions of employment.

2. **Facilitator**  
It is important for an impartial independent facilitator to be used in the trust building and problem solving phases of this process. That facilitator should be mutually selected by both parties and the fee shared.
  3. **Problem Solving Model - Negotiations**
    - a) Negotiation meetings shall be scheduled at the request of the teams and, until negotiations are concluded, either team may require at each meeting a decision on the date, time and place of subsequent meeting.
    - b) The Board may provide released time for the negotiators.
    - c) Either team may recess for caucuses.
    - d) Minutes of meetings shall be kept by each team only if it deems necessary, and only in such form and detail as it may determine advisable.
  4. **Representation**  
Each negotiating team shall consist of no more than eight (8) regular members. Composition of the team shall be within the sole discretion of the respective parties.
  5. **Assistance and Study Committees**  
Either team may call upon professional and laypersons to consider and make suggestions concerning matters under discussion.
  6. **Information**  
The teams agree to furnish, upon request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the teams in the development and resolution of the issues.
  7. **News Releases**  
Neither team shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress.
  8. **Agreement**
    - a) Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each team. All agreements are tentative, based upon the complete resolution of all issues.
    - b) The purpose of the "tentative agreements" is to develop a package that will be submitted to the Union and Board of Education for ratification. Initialing of tentative agreements shall be done in good faith.
    - c) The committee of OAPSE must affirm the acceptance of the contract by a member vote. If approved by the Board, the contract shall be binding.
    - d) Printed copies of the contract shall be made available to all classified staff. The cost for printing copies of the contract will be borne equally. The responsibility of distributing copies of the contract will be that of OAPSE.
  9. **Impasse**
    - a) If agreement is not reached within sixty (60) days, negotiations may be extended an additional thirty (30) days.
    - b) The mediator shall be supplied by the Federal Mediation and Conciliation Service or State Employment Relations Board. The cost shall be equally shared.
    - c) In the event mediation fails to help the teams reach agreement, the fact-finding process as provided by the State Employment Relations Board will be implemented on request either by the Board or OAPSE.
- B. **Traditional Collective Bargaining Approach**
1. Having chosen the Traditional Collective Bargaining Approach, negotiations shall begin within fifteen (15) working days of the notice of intent to renegotiate.

2. "Good faith" requires that the Board and OAPSE be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.
3. In the first negotiations sessions, proposals shall be exchanged and shall be in form and detail specifying that to which agreement is sought.
4. The items proposed shall constitute the total negotiations. No new items may be submitted unless by mutual agreement of both teams. Any items not submitted for negotiation and in the current contract shall remain in full force and effect in the successor contract.

## **ARTICLE 9 - JOB DESCRIPTIONS**

- 9.01** The Board of Education adopted job descriptions for each classification in the Bargaining Unit will be provided upon request of the employee or the Union.
- 9.02** Each Board adopted job description shall include the major functions and characteristics of the position and may include other job responsibilities as assigned by the employee's immediate supervisor or the Board.
- 9.03** The Board agrees to provide a job description to each employee when hired, transferred, or promoted into a position.
- 9.04** Whenever the job description for any position is being considered for revision or substantial change, the Board or their designee will meet with the Union for discussion. The Board agrees to provide the Union with a draft of the new job description before it becomes effective. An employee whose job description has been changed shall be provided with a copy of the revised job description.
- 9.05** If a new job is established which has not been previously classified, the Board shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the Board and the Union are unable to reach agreement on placing the job into an existing classification, the job description shall be submitted to the Brook Park Civil Service Commission for a new classification.
- 9.06** If an employee believes he/she is being asked to perform functions or duties which are not within the scope of the job description, the employee has the responsibility to bring this to the attention of his/her immediate supervisor and may bring it to the attention of the OAPSE/Administrative Committee.

## **ARTICLE 10 - HOURS OF WORK**

- 10.01**
  - A. Employees shall not be scheduled to work more than forty (40) hours during the work week.
  - B. Berea City School District requires a one-hour notification/call-in prior to a person's shift/start time, for employee absence with exceptions for emergency situations. A pattern of late call-ins will be addressed through progressive discipline.
  - C. When deductions are made due to unpaid absence(s) from work or adjustment is necessitated by a resignation before the end of the employee's contracted term of employment, the deduct rates for each classification are as printed in Article 32.
  - D. Hours of work do not include lunch except for custodial employees regularly scheduled to work alone on shift while on duty such as weekend and night shifts. For those shifts who are unable to leave the building, the shift will be 8 hours including lunch.
  - E. Work schedules shall not be adjusted to avoid overtime payment.



F. The OAPSE Local President will be given a copy of an employee's change of hours notice.

**10.02 Classifications**

The following criteria will be used in assigning classified personnel to job classifications:

- A. An employee will be assigned to no more than two (2) job classifications.
- B. For an employee to be assigned more than one classification, the employee must be assigned a minimum of two (2) hours per day or ten (10) hours per week in each classification. This requirement does not apply to one day a week positions. Refer to Article 14.05B.
- C. No employee is to be paid out of more than two (2) funds for any given payroll.

**10.03 Head Skilled Bus Mechanic, Mechanics, Mechanic Helpers, Custodial, and Maintenance (full-time employees)**

A. Workweek

- 1. The normal workweek is forty (40) hours based on an eight (8) hour day, five (5) days a week, Monday through Friday within the seven (7) day week considered from 12:01 AM Sunday to 12:00 midnight Saturday.
- 2. For all maintenance employees hired before July 1, 2007, the maintenance normal workday shall begin at 7:30 AM and end at 4:00 PM. For all maintenance employees hired after July 1, 2007, the workday hours shall be scheduled by the Supervisors or may be varied on an as needed basis to meet district needs.

For all maintenance employees (Local 656), the altered summer hours will be determined by majority vote of the Local 656 Maintenance Department employees.

- 3. Custodial and maintenance employees required to work beyond the regular 40-hour workweek shall be paid overtime at the rate of one and one-half (1.5) times their regular hourly rates. Overtime must be approved by either the Assistant Superintendent, Supervisor of Buildings & Grounds or the Supervisor of Transportation. (See Article 11 - Time Worked Beyond Scheduled Hours).
- 4. Work schedules shall not be adjusted to avoid overtime payment.
- 5. Within the Maintenance Department, in order to provide a logical completion point of a job, the employee and the supervisor shall mutually agree in advance to alter the number of hours in a workday, balancing the work hours per week within the week.

The intent of this section is to allow the Maintenance employee to logically complete the task without the roadblock of returning the next day and with a goal of minimal student interruption.

B. Alternate Schedules for Custodial Department

Alternate work schedules for the Custodial Department such as Sunday through Thursday, Tuesday through Saturday, weekend days and other schedules may be established as deemed necessary to meet district and financial needs. These changes may include changes in the number of hours worked on the weekend days. These schedules may include 8 to 11 hour work shifts to allow for additional cleaning time, and increased security to the buildings for community members. The supervisor will meet to discuss changes with the Local 656 officers.

**10.04 Admin. Assistant to the Assistant Superintendent, Administrative Assistants, Bookkeeper, Assistant Bookkeepers, Technology Assistants, Transportation Dispatcher and Transportation Routing Coordinator**

- A. The normal workweek for Admin. Assistant to the Assistant Superintendent, Administrative Assistants, the Bookkeeper, Assistant Bookkeepers, Technology Assistants, Transportation Dispatcher, and Transportation Routing Coordinator is five days a week Monday through Friday. The number of working hours is seven and one-half (7.5) per day.
- B. An adjustment may be made by mutual agreement concerning the beginning and ending time of the administrative assistant workday.
- C. Each elementary school office will be staffed a minimum of 1.8 administrative assistants.

**10.05 Bus Drivers, Instructional Assistants, Office Assistants, Early Childhood Education Assistants, ExtendEd Employees, Nutrition Service Employees, Student Monitors, Technology Specialists, Transportation Assistants**

- A. The normal workweek for hourly employees is five days per week, Monday through Friday. Any change in this schedule will require approval of the employee, the Supervisor/ Administrator, the Director of Personnel and the President of the union Local affected.
- B. The number of hours worked per day is listed in the salary schedule.
- C. An employee shall not be assigned less than two (2) consecutive hours per day.
- D. Work schedule of less than two (2) hours per day may be developed with the approval of the Union and the affected employee.

**10.06 Intervention Associates**

- A. Workweek
  - 1. Intervention Associates will be employed on a full-time basis (minimum of 6.75 hours) per day.
  - 2. Should a part-time Intervention Associate position become necessary due to student need, a request for approval shall be made to the OAPSE President by the Director of Pupil Services.
  - 3. Intervention Associates assigned to Early Childhood Education intervention will have a minimum of thirty (30) hours per week.
- B. Assignment
  - 1. If at any time the services of an Intervention Associate are no longer required as a result of district-wide/individual building/student or district-wide Early Childhood Education needs, the least senior Intervention Associate, in that building/program, will be reassigned to a District-wide Intervention Associate position if a position is available. District-wide Associates are assigned by the Director of Pupil Services. Please refer to Article 35.04 Bumping. (Also Refer to Article 14.04A.).
  - 2. A District-wide Intervention Associate is an Intervention Associate who has his/her job assignment determined by the Director of Pupil Services based on the needs of our students with disabilities. A District-wide Intervention Associate is not tied to a specific school. His/her placement may be changed when needed by the Director of Pupil Services based on student need.
- C. The input of the Intervention Associate may be considered in the development of the Individualized Education Plan (IEP) for students. The Intervention Associate will be included in the IEP meeting when approved by the building administrator.
- D. Camp Mi-Bro-Be
 

If an administrator requests an Intervention Associate to participate in the Camp Mi-Bro-Be program, and the Intervention Associate agrees to attend for the duration (including overnight) then he/she shall receive a stipend of \$335.00 per week in addition to his/her wages for their regularly assigned hours.

- E. Substitutes  
The Intervention Associate substitute-training program for covering Intervention Associate absences will continue.

An Intervention Associate trained sub will not be used to cover a position for a period in excess of two calendar months. This period may be extended with mutual agreement between OAPSE and the Director of Pupil Services.

#### **10.07 Nutrition Service**

A. Workweek

1. The normal workweek for secondary managers shall be seven and one-half (7.5) hours, Monday through Friday.
2. The normal workweek for elementary school nutrition service managers shall be seven and one-quarter (7.25) hours per day, Monday through Friday.
3. The normal workweek for secondary assistant managers shall be six (6) hours per day, Monday through Friday.
4. The normal workweek for elementary assistant managers shall be five (5) hours per day, Monday through Friday.

B. Training

For the purpose of providing training opportunities for secondary assistant managers and elementary managers, a rotation program will be established. Participation in this rotation program will be voluntary and contingent on program availability based on number of volunteers.

High School and Middle School assistant managers will be provided an opportunity to exchange jobs with elementary nutrition service managers for a period of one (1) month.

Example: If mutually agreed upon and approved by the Supervisor of Nutrition Service, a secondary assistant manager could assume the responsibilities of an elementary manager while the elementary manager would assume the responsibilities of the secondary assistant manager for a period of one month. Both employees would retain their regular rate of pay. The work hours of the secondary assistant manager would be increased to the regularly scheduled hours of the elementary nutrition service manager, for which the employee would be paid. The elementary manager would continue to work regularly scheduled hours when covering as assistant manager.

C. Review

In April of each year a review will be held with the Supervisor of Nutrition Service, the Building Principal and the Nutrition Service Manager to determine the status of Nutrition Service and any staffing needs for the following school year. A follow-up meeting may be requested by the Nutrition Service Supervisor, Principal, or Nutrition Service Manager at any time.

#### **10.08 ExtendEd Program**

A. Planning Sessions

The ExtendEd Program will provide three (3) hours per month with pay for staff planning sessions to be scheduled outside of the regular ExtendEd Program hours.

B. Preparation/Planning Time

The ExtendEd Program will provide each ExtendEd Associate one-half (1/2) hour per workday for the purpose of preparation/planning. The scheduling of this time will be at a time when the Associate is not with children. No overtime can be paid for this purpose. The schedule of these hours will be determined between the Associate and the Program Administrator.

C. Summer Camp

Each Summer Camp ExtendEd site will provide a minimum of one (1) ExtendEd two (2) hour position during the AM and one (1) ExtendEd two (2) hour position during the PM.

1. These Summer Camp ExtendEd positions will only be offered to current ExtendEd employees.
2. These positions are not subject to twelve-month employee benefits.
3. The hourly rate will be equal to the initial step of the ExtendEd Assistant salary schedule.

**10.09 Opening Day**

All office assistants, instructional assistants, intervention associates, and student monitors will have the option of reporting to work on the teacher workday prior to the first student day of school. Employees who choose this option will receive two (2) hours of pay.

NOTE: This time would be in addition to any time offered for attendance at a district-wide staff meeting held on this day.

**ARTICLE 11 - TIME WORKED BEYOND SCHEDULED HOURS**

**11.01**

- A. In scheduling extra hours, every effort will be made by the supervisor to give priority to employees working less than forty (40) hours, prior to assigning substitute hours.
- B. An employee must mutually agree with his/her supervisor to work extra time beyond scheduled hours. Additionally, at the time of such agreement, the employee and supervisor must also mutually agree to either payment or compensatory time for the hours worked.
  1. Custodial and maintenance employees must be approved by the Supervisor of Buildings & Grounds or designee.
  2. Nutrition Service employees must be approved by the Supervisor of Nutrition Service or designee.
  3. Classified employees in each building (excluding employees covered in 1 and 2 above) must be approved in advance by the building principal or site supervisor.
  4. Transportation employees must be approved by the Supervisor of Transportation or designee.
- C. The Supervisor of Buildings & Grounds or designee will assign all scheduled general overtime (scheduled general overtime is defined as overtime scheduled at least two (2) working days in advance of the event) to employees based upon departmental seniority. All custodial and maintenance employees will be surveyed in July to determine if they are willing to accept scheduled general overtime. The most senior employee is offered the first scheduled general overtime opportunity, the second most senior is offered the next scheduled general overtime opportunity and so on down the seniority list on a rotating basis. If the employee refuses scheduled general overtime, he/she shall lose his/her turn in the current rotation.

The Buildings & Grounds Employee Handbook will address substitute hours, cleaning standards, and overtime allotment, in regards to coverage of employee absences.

- D. Nutrition Service employees working permits should reference Article 27. Transportation employees driving field trips should reference Article 39.

**11.02 Payment for Time Worked Beyond Scheduled Time**

- A. An employee approved to work beyond his/her scheduled hours can be paid for those hours, up to forty hours, at the hourly rate.

- B. Employees who work beyond forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate for each hour in excess of forty (40) hours.
- C. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing overtime.

**11.03 Payment for Time Worked Beyond Scheduled Hours in Multiple Classifications**

- A. An employee who works in multiple job classifications and works beyond his/her scheduled hours will be paid for those hours up to forty (40) in the following sequence:
  1. Total all regularly scheduled (guaranteed/established) hours from both jobs.
  2. Add to #1 (above) all non-regularly scheduled hours beginning at 12:01 AM Sunday and ending Midnight Saturday, in order of occurrence, up to forty (40) hours. These hours will be paid at the employee's regular rate of pay for those positions.
- B. An employee who works in multiple job classifications with different rates of pay and works beyond forty (40) hours in a work week will be compensated at a rate of one and one-half (1.5) times the employee's higher rate of pay.
- C. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing overtime.
- D. Holiday pay for an employee with multiple classifications will be paid his/her actual guaranteed hours on the day of the week the holiday falls. Holidays that fall outside the employee's normal work week will be paid their hours based on the hours of the employee's first day of their regular work week.

**11.04 Compensatory Time for Time Worked Beyond Scheduled Hours**

- A. An employee with compensatory time must have the approval of the supervisor as to when the time can be used.
  1. An employee approved for compensatory time beyond his/her scheduled hours, up to forty (40) hours in a given workweek, will receive equal time off for time worked.
  2. An employee approved for compensatory time beyond his/her scheduled hours, over forty (40) hours in a given workweek, will receive time at a rate of time and one-half (1.5) for time worked.
  3. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing compensatory time.
- B. No more than one (1) custodial employee from any one location or more than four (4) custodial employees from the total school system shall be permitted to schedule such compensatory time on the same day or week. When one or more custodial employees schedule the same compensatory time, the most senior custodial employee shall have preference.
- C. Not more than three (3) maintenance employees in the Maintenance Department will be granted compensatory time on the same day or week. As a result of compensatory time, no less than one (1) maintenance employee will be scheduled to work in each skill area.
- D. The employee may earn up to a maximum of forty (40) hours of compensatory time in a fiscal year (July 1 through /June 30). The employee may put the comp time earned in a forty (40) hour bank. Only 40 hours of compensatory time leave request will be approved per fiscal year (July 1 through and including June 30). The forty (40) hours may be taken a ¼, ½, ¾ or one (1) day at a time or taken up to a full week at a time. The specific day or week compensatory time is used shall be selected by the employee and approved by the immediate supervisor or designee. If a compensatory time leave is not taken by June 30<sup>th</sup>, the remaining leave is forfeited. An employee who forfeits

compensatory leave will receive cash compensation for any remaining hours in the bank at the pay rate in effect at the time the compensatory time was earned.

## **ARTICLE 12 - CALAMITY DAY**

**12.01** All employees who work at schools or facilities (full or part time), which are determined closed by the Superintendent due to a calamity, shall receive pay for their regularly scheduled hours at the building or in services provided to students at the building. Employees can be required to work on a calamity day. Only employees assigned to the building(s) closed by the calamity who are required to work will be paid premium pay equal to one and one-half (1.5) times the hours actually worked on the calamity day in addition to their regular rate of pay for their regularly scheduled hours.

On a day which has been declared a calamity day, an employee who has given prior notice requesting paid leave or vacation, will not have the day deducted.

**12.02** Premium pay will only be given for hours worked on the calamity day up to the number of regularly scheduled hours.

**12.03** No other overtime will be paid premium pay on hours worked on a calamity day.

**12.04** Employees required to work on a calamity day as defined above shall be paid a minimum of two (2) hours.

NOTE: Premium pay is one and one-half (1.5) times the hours actually worked on a calamity day.

## **ARTICLE 13 - INCONVENIENCE PAY**

**13.01** When an employee is "called out" to work under the following conditions, he/she will be guaranteed pay equal to one and one-half (1.5) times the hours worked:

- Employees "called out" to work under this policy shall be paid a minimum of two (2) hours.
- There has been no prior notice of the work task.
- No other overtime premium will be paid on inconvenience hours worked.
- Inconvenience pay is for hours worked outside of regular shift hours.
- Inconvenience pay terminates at start of his/her next regular shift.
- Inconvenience pay is not granted for snow removal or to cover absenteeism.

## **ARTICLE 14 - VOLUNTARY AND INVOLUNTARY TRANSFERS; MEDICAL CONSIDERATIONS; TEMPORARY ASSIGNMENTS**

**14.01** When additional hours become available in a classification in a building, classified employees in that classification series, as their schedule permits, shall first be offered the hours prior to the posting. The additional hours will be allocated with the intention of making a part-time employee paid from the General Fund, eligible to receive full-time benefits (30 hours per week minimum). Seniority among the part-time employees within that building will be the determining factor as to which employee is offered the additional hours. The additional time offered to an employee shall not exceed two hours per day

within a fiscal year without the approval of the Director of Personnel and Employee Relations and the President of the Local involved. Transportation employees should refer to Article 39.01.

**14.02 Voluntary**

- A. When a vacancy occurs in a classification as described in Article 15, Section 15.02, employees who have the same job description and submit a written request for a transfer to the Director of Personnel and Employee Relations shall be given first consideration. The posting period for a transfer will be three (3) working days.
- B. A single posting will include a three (3) working day time line for transfer applicants, and a five (5) working day time line for all other eligible employees. The posting time lines will run concurrently.
- C. Only the names of the people applying as transfers will be given to the interview team first for their interviews.
- D. When a vacancy is at the transfer level, and there are at least five (5) transfer applicants, the interview team shall select one of the transfer applicants. An employee on a written intervention/improvement plan is not eligible for voluntary transfer consideration. Transfer evaluation process applies.
- E. Transfer applicants shall be granted an interview by the interview team as outlined in Article 15.03 for the vacant position. Where job related factors are equal, classification seniority shall prevail. (See Article 16.02.)
- F. If there are no transfers, or if a transfer candidate(s) is not selected, then the interview team will be notified of all other internal candidates. This notification shall occur only after the interview team has made its decision. The unsuccessful transfer candidate(s) must be notified before scheduling additional interviews.
- G. An employee who is denied a transfer to a vacancy within his/her job title shall have the opportunity to meet with the supervisor/administrator in order to discuss the specific reasons for the non-selection. This conference does not constitute an appeal procedure, is not subject to the grievance process, and is solely intended to improve the transfer applicant's probability of transfer success on future occasions.
- H. An employee who is awarded a position that they previously held shall be given credit for the previous time spent in that position and placed at the appropriate step.
- I. A form will be distributed to all District-wide Intervention Associates each year during the month of May. All District-wide Intervention Associates are placed by the Director of Pupil Services based on students' needs. The form will allow District-Wide Intervention Associates to state their preferences for job assignment.

**14.03 Medical Consideration**

- A. If an employee, due to documented medical reasons, is unable to perform his/her assigned duties she/he may request consideration for other employment in the district within the bargaining unit for which he/she is qualified when a vacancy occurs. The designation of "medical consideration" does not guarantee an employee a new position, but provides for interview consideration as outlined in this section.
- B. Eligibility for this medical consideration will be determined mutually by the Local Presidents of employee organizations and the Director of Personnel and Employee Relations. This committee will consider all pertinent issues, i.e.: salary, scheduled hours, placement on salary schedule. The time limit for medical consideration will be two (2) years from receipt of original documentation. After approval is granted, updated medical documentation to support the continuation of medical consideration must be submitted to the Director of Personnel every three (3) months.

- C. Once an employee has been designated for medical consideration, the individual must qualify and apply for any new position the individual seeks. The employee(s) designated for “medical consideration” will have his/her name submitted to the interview team after the lateral transfer process has been completed and prior to any other names being submitted to the interview team. The interview team must interview the medical consideration applicant(s) and make a decision on the applicant(s) prior to receiving the names of other applicants.

**14.04 Involuntary Transfer/Reassignment**

- A. Involuntary transfer/reassignment of an employee on a temporary or permanent basis shall be initiated by the district supervisor/administrator through the office of the Director of Personnel and Employee Relations. When such transfers are made due to district wide/individual building needs, the employee with the least amount of system-wide seniority in that classification, in that building (on that shift), will be reassigned to the first vacancy within that classification. Employees shall be notified of any proposed transfer five (5) working days prior to implementation. Such notification shall be conducted in a personal conference with the supervisor/administrator affecting the transfer. If no vacancy exists in that classification refer to Article 35 procedures.
- B. When an employee is reassigned (involuntarily transferred) due to individual concerns or performance factors, the employee may object and pursue relief from the transfer through the conflict resolution process when the employee is able to show hardship or harm if such a transfer is initiated. Employees shall be notified of any proposed transfer five (5) working days prior to implementation. Such notification shall be conducted in a personal conference with the supervisor/administrator effecting the transfer. The employee shall not be transferred without following the concepts of progressive/corrective discipline as contained in Article 21. Such transfers, which are for performance deficiencies, shall be subject to the grievance procedures.

**14.05 Temporary Assignment**

- A. Employees assigned by their supervisor to a higher paying position shall receive premium pay of an additional 5% of the employee’s regular rate of pay for all hours worked.
- B. Employees assigned by their supervisor to a higher paying position which is two or more classifications above their current classification will receive a premium of 7% of the employee’s regular rate of pay.
- C. Employees assigned to an equal or a lower paying position shall retain their current rate of pay and classification.
- D. A Custodian may be assigned by his/her supervisor, the duties/responsibilities of the head custodian, due to his/her absence, and will receive premium pay based upon the conditions set forth in paragraph B.
- E. Custodial personnel may be assigned by their supervisor, the duties/responsibilities of the assistant head custodian due to his/her absence, and receive premium pay based upon the conditions set forth in paragraph A.

**ARTICLE 15 - JOB POSTING AND JOB BID PROCEDURE**

**15.01 Vacancies**

- A. All vacancies will have a single posting for consideration of all eligible employees before going to outside applicants.
- B. A position shall be considered vacant when an employee promotes, resigns, transfers or is terminated or upon the creation of a new position.



- C. A single posting will include a three (3) day time line for transfer applicants, and a five (5) day time line for all other eligible employees. The posting time lines will run concurrently.
- D. A job posting shall be presented to the bargaining unit within fifteen (15) working days from the time the unfilled position is available and shall include the beginning and ending dates of the posting period, location of the assignment, job description, salary range, and range of approximate hours.
- E. An employee who wishes to be considered for the vacancy must make application for the position in writing to the Director of Personnel and Employee Relations by the end of the posting period.
- F. Only the names of the people applying as transfers will be given to the interview team first for their interviews.
- G. If there are no transfers, or if a transfer applicant is not selected, then the interview team will be notified of any applicants for medical consideration; if there are no applicants for medical consideration, then the interview team will be notified of all other internal candidates.
- H. A person who is in active pay status in any classified position is eligible to apply when a posting goes to "all other" employees. A person employed in two classifications who is continuing to work in one of those two classifications can apply for an "all other" posting.
- I. Posted vacancies will be filled in a timely manner. The Local President will be kept informed of the status of the vacancy.
- J. The Personnel Department will schedule three (3) testing sessions per calendar year for employees wishing to meet the testing criteria for positions in Local 213. Testing will also be done as necessary as part of the Job Posting/Interview process. An acceptable score on a pre-employment test may be required to qualify for an interview.
- K. A committee will be formed no later than October 15, 2019 to determine if the testing criteria the district currently uses for some Local 213 positions are still relevant to the job descriptions. The committee will consist of six (6) Local 213 members and at least one administrator/designee. The committee will conclude its findings and make recommendations to the Director of Personnel no later than January 31, 2020.

**15.02 Newly Hired Probationary Employee (new to the District)**

- A. A newly hired probationary employee may apply for an additional position that does not conflict with his/her current position during her/his six-month probationary period.
- B. A newly hired probationary employee, during his/her six-month probationary period, may only apply for a change of position when a vacancy is posted to the outside.
- C. If a newly hired employee changes positions during the probationary period, that employee begins a new probationary period. A full six-month working probationary period must be served in one position.
- D. A newly hired probationary employee during the probationary period may apply when an administrative assistant posting is ready to go to the outside and before it goes to Civil Service.
- E. An Intervention Associate permanent substitute may apply first for an Intervention Associate position immediately after the internal posting and before it goes to the outside.
- F. All newly hired classified employees shall start at Base Pay, unless mutually agreed to by the Board of Education and Local Presidents.

**15.03 Interview Process**

Each qualified applicant will be invited to participate in an interview/selection process.

- A. An interview team will be formed that will include:
  - An OAPSE building representative from the affected Local or his/her designee;
  - Another employee with a site-based perspective selected by the OAPSE representative;
  - The administrative head of the affected opening or his/her designee; (The Nutrition Service Supervisor, Buildings & Grounds Supervisor, Transportation Supervisor, and Early Childhood Education or ExtendEd Supervisor will be the administrative head on interview teams for their area.);
  - A second administrator or certified staff member with a site-based perspective selected by the administrator/supervisor;
  - Additional members, including certified staff members where appropriate, may be added to the interview team by mutual consent.
- B. The administrative head of the affected opening or his/her designee will provide the Director of Personnel with the names of the two (2) people chosen by OAPSE and the two (2) people chosen by Administration within five (5) working days of being notified of the candidates.
- C. The office of the Director of Personnel will provide training for the interview team in such areas as: empowerment, reaching consensus, and identification of job competencies. During this training session, questions for the interview process will be developed.
- D. The following factors must be considered by the interview team:
 

Job related skills	References
Training	Seniority (system-wide)
Evaluation(s)	Compatibility/Interpersonal Relations
- E. Consensus of the interview team will determine the final recommendation to fill the vacancy.
- F. Each applicant will be informed of the results of the selection process.
- G. An applicant who is not chosen for a position may request a meeting with the Director of Personnel along with the OAPSE representative in order to receive feedback regarding their interview process. This conference does not constitute an appeal procedure, is not subject to the grievance process and is solely intended to improve the applicant's probability of success on future occasions.
- H. The employment process is not complete until the results of the BCI report are received in the Personnel Department. A negative report may result in dismissal of the new employee.

**15.04 Summer Vacancies**

- A. Vacancies, which occur between June 15 and September 1, will be posted for a period of five (5) working days. A copy of said posting will be e-mailed to each Local President.
- B. Any employee who desires a copy of any classified posting during the summer months shall file a written request or e-mail request to this effect with the Director of Personnel. Summer job postings will be sent via e-mail unless otherwise requested to those employees who have a written request for the current fiscal year on file.

**ARTICLE 16 - SENIORITY**

- 16.01** System-wide seniority shall be defined as the length of employment by an employee with the Board as computed from his/her most recent date of hire. The total years of continuous service to the Board shall be used as the basis for determining system-wide seniority. System-wide seniority shall be used to determine reassignment, bumping, layoffs, recall, longevity increments, job selection process, accrual of vacation and retirement.
- 16.02** Departmental seniority shall be defined as the length of continuous employment within a department or classification from the employee's most recent date of hire, promotion or transfer into that

department/classification. Departmental seniority shall be used for lateral/voluntary transfers, assignment of field trips, and the selection of vacation periods.

- 16.03** Seniority shall be broken and all rights of employment shall cease when an employee:
- Submits a letter of resignation, which is acted upon and approved by the Board of Education;
  - Retires or is retired;
  - Is terminated for cause;
  - Fails to report to work for five (5) consecutive scheduled workdays without reporting his or her absence;
  - Exceeds an approved leave of absence by five (5) working days;
  - Is laid off for a period as defined in paragraph 35.03, C;
  - Fails to respond to a recall within ten (10) working days.
- 16.04** A newly hired employee shall have no seniority during his/her probationary period.
- 16.05** During the probationary period, a newly hired employee may be disciplined or terminated at the discretion of the Board without recourse whether through the grievance procedure or otherwise. Upon successfully completing his/her probationary period, an employee's seniority shall date back to his/her most recent date of hire.
- 16.06** If two (2) or more employees who are subject to layoff have equal seniority, their names shall be drawn by lot to determine the order of layoff.
- 16.07** All General Leaves of Absence will be without accrued seniority. See Article 18.02B.
- 16.08** A list showing the length of service (most recent date of hire) of employees holding seniority will be posted in each building by the Director of Personnel and Employee Relations or his/her designee in February of each year.
- 16.09** An official seniority list will be posted in each building and every twelve (12) months thereafter. Any employee who maintains that his/her seniority as shown on the list is incorrect must submit a written objection to the Director of Personnel and Employee Relations within sixty (60) working days after the list has been posted.

## **ARTICLE 17 - PAID LEAVES OF ABSENCE**

### **17.01**

- A. Misuse of leave policy may subject an employee to disciplinary action.
- B. Deductions shall be made based on the employee's workday. Sick Leave and Personal Leave may be used in  $\frac{1}{4}$  day increments based on the employee's scheduled hours for the day the employee is requesting leave based on the following formula:

.0 thru .29 =  $\frac{1}{4}$  day  
.30 thru .54 =  $\frac{1}{2}$  day  
.55 thru less than 1.0 =  $\frac{3}{4}$  day  
1.0 scheduled hours for day of requested leave = 1 day

### **17.02 Sick Leave**

- A. In accordance with the provisions of the Ohio Revised Code, employees are granted 1-1/4 days of absence for each completed month of service (to a maximum of fifteen (15) days per fiscal year) whether school is or is not in session, with full pay if the absence is caused by personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

- B. Absence for any reason under this policy beyond the accumulated days of sick leave will result in a per diem deduction in salary based on daily rate.
- C. Application for Use of Sick Leave form must be completed immediately upon return to work.
- D. Personal Illness, Injury, Pregnancy, Exposure to Contagious Disease, or Temporary Disability
  1. An employee may be absent from regular duties because of illness, injury, pregnancy, exposure to contagious disease, or temporary disability for a period not to exceed the employee's total number of days of accumulated sick leave without loss of pay.
  2. Employees who are absent for five (5) or more consecutive days shall provide a doctor's statement verifying that they are able to return to work. This doctor's statement shall be attached to the sick leave application, which is completed for this absence.
  3. If an employee prefers not to use accumulated sick leave for illness, injury, pregnancy, exposure to contagious disease, or temporary disability, or exhaust his/her sick leave credit, the employee may apply for a leave of absence without pay or benefits.
- E. Illness, Injury or Death in the Immediate Family
  1. Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and custodial child.
  2. Absence because of illness or injury in the immediate family will be granted for a period not to exceed the employee's total number of days of accumulated sick leave without loss of pay.
- F. Non-Medical Custodial Leave  
Custodial care of immediate family members for non-medical reasons will be limited to five (5) days per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The first two days will be charged against the employee's sick leave and the next three days will be charged against the employee's accumulated personal leave or sick leave, the choice will be up to the employee which account, sick or personal leave, is to be debited. See Appendix for form.

**17.03 Bereavement Leave**

One (1) day of bereavement leave will be granted with pay due to a death in an employee's immediate family (as defined under Sick Leave, 17.02). This day will not be deducted from the accumulated sick leave. Additional days used for bereavement will be deducted from either the employee's sick leave or personal leave. The choice will be up to the employee which account, sick leave or personal leave, is to be debited.

**17.04 Leave for Injury from Assault and Contagious Disease**

- A. "Assault" means the causing of or an attempt to cause physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.
- B. Leave for Injury from Assault shall be granted to any employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such employee's employment. The employee may use Injury from Assault Leave upon approval by the Director of Personnel pursuant only to the limitations prescribed in this section.
- C. Leave shall be granted for illness contracted from exposure to contagious diseases at the job site. Upon approval from the Director of Personnel, the employee may use this leave pursuant only to the limitations prescribed in this section.
  1. Any employee who wishes to use this leave must fill out the appropriate section of the employee's accident report.

2. It is the responsibility of the employee to show his/her absence is a result of a work-related situation.
- D. Any employee, who is absent and wishes to use these leaves, may use them upon approval by the Director of Personnel pursuant only to the limitations prescribed in this section.
- E. Leave for employee absences resulting from injury from assault/contagious disease shall be granted without loss of pay and/or benefits, and shall not be charged against the employee's sick leave. The employee and his/her attending physician will determine the length of the leave, but in no event shall it exceed 120 regularly scheduled workdays.
- F. Any employee who falsifies his/her signed statement or a physician's certificate shall have his/her employment terminated in accordance with Section 3319.16 of the Ohio Revised Code.
- G. Salary payment under this policy shall constitute an employee's entire compensation from the Board during the period of physical disability instead of any salary payments under Section 4123 of the Ohio Revised Code. This shall not preclude medical payments under Workmen's Compensation, if applicable.
- H. Nothing in this policy shall be construed to waive the physician/patient privilege provided by Section 2317.02 of the Ohio Revised Code.

**17.05 Personal Leave**

- A. An employee may be granted three (3) days of personal leave each fiscal year.
- B. Requests for the use of personal leave shall be submitted on the appropriate form to the Director of Personnel and Employee Relations two (2) days prior to the absence. Forms for making application for the use of personal leave shall be available in each school/building office.
- C. If the situation makes it impossible to submit the form prior to the absence, it should be forwarded after the employee returns.
- D. All employees who intend to use a personal leave day shall call the appropriate building/supervisor prior to the leave.
- E. The reasons for the use of personal leave shall be defined as follows:
- Funeral - To be used to attend the funeral of an individual outside the immediate family.
  - Wedding - Immediate family; the employee (himself/herself) or when a member of the wedding party.
  - Court Appearance/Legal Matters - Serving as a witness, plaintiff, or defendant; divorce action; settlement of estate; etc.
  - Family Obligation - To attend to matters (for example: graduation, honors, parent conferencing when it cannot be arranged outside of the workday) involving the immediate family as defined below. \*Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and custodial child.
  - Home Emergency - Involving potential or actual damage to home or property.
  - Personal Business - Shall be defined as business of a personal nature, which cannot be conducted before or after the workday, on weekends, or during vacation periods.
- F. Limitations for the Use of Personal Leave
- Personal leave is limited to one (1) day before or after a holiday, spring break or winter break unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.

- Personal leave may not be used on the first or last day of the school year for students, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
  - Personal leave may not be used for vacation or recreational activities.
  - Personal leave may not be used for professional activities.
- G. Misuse of the personal leave policy may subject an employee to disciplinary action.
- H. Any unused personal leave from the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) will be converted to sick leave and added to an employee's accumulated sick leave total effective the following school year.
- 17.06 Religious Leave**
- A. The form for Religious Leave must be completed and submitted to the Director of Personnel and Employee Relations at least one (1) month prior to the day(s) requested. Religious leave may be granted with pay, upon approval, to employees who must be absent from work on a religious holiday(s). A maximum of two (2) days per fiscal year may be granted upon request. Religious leave when granted will not be deducted from the employee's accumulated sick leave nor from the employee's three (3) days of personal leave.
- B. If religious leave is denied, the employee may appeal the denial to the Superintendent and the OAPSE President. Their decision will be final and not subject to the grievance procedure.
- C. A copy of the approved Religious Leave form will be provided to the employee.
- 17.07 Absence for Jury Duty**
- The Board will pay employees their regular compensation while serving as a juror. Employees will notify immediate supervisor of a subpoena to serve on jury duty and supply the supervisor with a copy of the subpoena.
- 17.08 Compulsory Leave**
- Any employee served with a subpoena resulting in an involuntary absence will be paid his/her full salary. Employees will supply the supervisor with a copy of the subpoena.
- 17.09 Professional Improvement Leave**
- The Board may pay the expenses (including fees, meals, lodging, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the principal/supervisor and Central Office administrator for particular purposes of professional improvement for the school system and/or for the employee participating.
- 17.10** By September 2, 2019, a committee will be formed consisting of representatives of OAPSE, BFT, and Administration, to make recommendations to improve the district attendance and leave policies. The scope of this committee will include but not be limited to: district attendance, leave policy, substitute pay, and incentives. The findings of this committee will be reported to the O.A.P.S.E and BFT membership by March 3, 2020. The committee will make recommendations for implementation in the following school year.

## **ARTICLE 18 - UNPAID LEAVES OF ABSENCE**

- 18.01 Unpaid Leave**
- A. A leave of absence without compensation may be approved for a period not to exceed five (5) workdays per fiscal year (July 1 through June 30) at the discretion of the Director of Personnel and Employee Relations.

- B. Requests for unpaid leave shall be submitted in writing to the Director of Personnel and Employee Relations at least five (5) working days prior to the desired leave period. The employee shall receive written approval or denial of the leave request.

**18.02 General Leave of Absence**

- A. In accordance with the provisions of Section 3319.13 of the Ohio Revised Code, upon the written request of a regular classified employee, the Board of Education may grant an unpaid General Leave of Absence for a period of not more than two (2) consecutive school years whether full or partial, for educational, professional, or other purposes, and shall grant such unpaid leave where illness or other disability is the reason for the request.
- B. A classified employee desiring a leave of absence for any reason will apply in writing to the Director of Personnel stating the purpose and length of the proposed leave. This letter is due to the Director of Personnel no later than two (2) months prior to the beginning of the leave of absence unless extenuating circumstances exist. A leave of absence may only be granted upon recommendation of the Superintendent and approval by the Board.
- C. All General Leaves of Absence will be without pay, accumulation of sick leave days, accrued seniority, step increments, payment of retirement, hospitalization and insurance.
- D. Cost of any insurance program offered by the employer may be purchased by the employee at the established group rate.
- E. Unpaid General Leave shall not be used for the purpose of seeking new employment or for expanding other currently held employment.
- F. While on a General Leave, a classified employee will not be eligible to apply for any posted position, which has a starting date that occurs during the employee's leave.
- G. Returning from an Unpaid General Leave
  1. An employee who leaves and returns from an unpaid General Leave of Absence within the same fiscal year will return to his/her original position and/or hours.
  2. An employee who returns at the beginning of the school year following the first school year in which the general leave was granted returns to his/her original position. If the employee cannot be returned to the original position because it has been eliminated or because it is now held by a more senior employee, the returning employee will be given a like position. The employee returning at the beginning of a school year thereafter will be assigned to a like position.
  3. An employee who returns from an unpaid General Leave of Absence during the subsequent year will return to a like or similar position and/or hours.

**18.03 Maternity/Paternity/Adoption (Parental) Leave**

- A. An employee shall be granted an unpaid maternity leave of absence for childbirth as provided for under the Family & Medical Leave Act of 1993. After the child is born, an employee may use accumulated sick leave for the period of time determined by the employee's physician. An employee shall be granted, upon request, unpaid Maternity/Paternity/Adoption Leave not to exceed two (2) years in addition to the remaining part of the year in which he/she begins the leave. The employee shall return at the beginning of the school year or when the child reaches the age of three (3) years old, whichever comes first. The effective date for such maternity leave shall be determined by her physician. The employee shall notify the Director of Personnel at least thirty (30) days in advance of the effective date of said Leave. When such notice cannot be given, the Director of Personnel shall immediately be notified of the date of said leave by the employee.

- B. An employee will be granted, upon request, all or some of her accumulated sick leave with pay while pregnant or immediately following termination of pregnancy. The Board of Education reserves the right to have the employee see a Board of Education appointed doctor at no cost to the employee.
- C. If the employee elects to purchase the service credit under the provisions of the School Employee Retirement System for this year of service, the Board will pay its share of the cost. The employee may elect to purchase one (1) additional year of leave by completing the appropriate application. If the employee elects to purchase this additional service credit under the School Employees Retirement System, he/she must pay both his/her share and the Board's cost. The Board will assume no responsibility for any additional cost beyond the first year.
- D. Returning from an Unpaid Maternity/Paternity/Adoption Leave
  - 1. An employee who leaves and returns from an unpaid Maternity/Paternity/Adoption Leave within the same fiscal year will return to his/her original position and/or hours.
  - 2. An employee who returns at the beginning of the school year following the first full school year in which the Maternity/Paternity/Adoption Leave was granted returns to his/her original position. If the employee cannot be returned to the original position because it has been eliminated or because it is now held by a more senior employee, the returning employee will be given a like position. The employee returning at the beginning of a school year thereafter will be assigned to a like position.
  - 3. An employee who returns from an unpaid Maternity/Paternity/Adoption Leave during the subsequent year will return to a like or similar position and/or hours.
- E. Upon request, an employee adopting or assuming guardianship of a child shall be granted an unpaid leave of absence until the child reaches the age of three (3). An employee requesting such a leave will notify the Director of Personnel as soon as he/she will be receiving a child.
- F. An employee adopting or assuming guardianship of a child above age three (3) shall, upon request, be granted adoptive leave without pay up to one (1) year.

**18.04 Custodial Leave**

- A. A classified employee may apply for a Custodial Leave of Absence for a period not to exceed one (1) school year. This leave will be for emergencies within the immediate family as defined under Sick Leave.
- B. The classified employee has the right to purchase the cost of the benefit program at his/her expense.
- C. Any costs to purchase service credit under the provisions of the State Employee Retirement System shall not be assumed by the Berea Board of Education.
- D. Returning from an Unpaid Custodial Leave of Absence
  - 1. An employee who leaves and returns from a Custodial Leave of Absence within the same fiscal year will return to his/her original position and/or hours.
  - 2. An employee who returns from a Custodial Leave of Absence on the first day of the subsequent year will return to his/her original position and/or hours, unless the position has been eliminated or is held by a more senior employee. If the employee cannot be returned to the original position, the returning employee will be given a like or similar position.

**18.05 Military Leave**

- A. Any employee who enters any of the Armed Forces of the United States or the reserves thereof, and who returns from such service with other than dishonorable discharge, will be re-employed by the Board in the same or similar position held at the time of entering the Armed Forces.



- B. Application for reinstatement must be made no later than ninety (90) days after discharge or release from the Armed Forces.
- C. Years of absence for military service shall be counted for the purposes of placement on the salary schedule. For salary purposes, the total months of duty shall be divided by twelve (12) and salary credit given for each full year of service. A partial year of eight (8) months or more shall be counted as a year for salary purposes.

**18.06 Family/Medical Leave**

- A. Employees may be eligible for the benefits provided for under the federal Family/Medical Leave Act of 1994. For further information concerning this Act, contact the Personnel Department.
- B. Such leave shall provide for twelve (12) weeks of maintenance of medical benefits while an employee is on an unpaid leave of absence and such absence is a result of illness or injury to the employee or to a member of his/her family.

**18.07 Peace Corps/AmeriCorps/Foreign Assignment Leave**

- A. A leave of absence without pay up to two (2) years will, upon the approval of the Superintendent, be granted to any employee who joins the Peace Corps, AmeriCorps, or participates in a foreign exchange.
- B. Employees returning from one of the above programs shall be returned to a like or similar position.

**ARTICLE 19 – CATASTROPHIC and NON-CATASTROPHIC LEAVE**

- 19.01** When an employee of the school district who is currently absent due to a long-term illness or accident has exhausted all of his/her accumulated sick leave, personal leave, and vacation, and is not yet eligible for STRS or SERS disability, other employees of the district may donate the dollar equivalence of up to five (5) days per request of their accumulated sick leave. In the case of a high-risk pregnancy, catastrophic leave may only be used until the birth of the child or the pregnancy is terminated.
- A. All donated sick leave days would be converted from days to their actual dollar value. These dollars will be used to create a bank from which the employee's regular salary/wages would be drawn until SERS disability is approved. Any unused donated days will be returned to the employee who donated days.
  - B. The date of the letter to the applicant from SERS stating SERS has determined that the person qualifies for disability benefits is the date used for Personnel and Payroll purposes as the official date of disability determination eligibility. The qualifying person is given until the end of the month of the eligibility letter to use donated days. Any sick leave days that were donated but not used are returned to each employee who donated the day(s).
  - C. Employees with a catastrophic diagnosis/prognosis resulting in disability, life-threatening, or terminal illness, will have their eligibility reviewed at 120 service days from the original date of application. Employee will reapply with current documentation. Treasurer's Office will inform the Director of Personnel when the employee approaches 100 days.
  - D. Employees with a non-catastrophic diagnosis/prognosis are limited to 30 service days of donated sick leave days. Prior to end of the 30 service days, if the illness or accident warrants it, an employee can request a review and extension of the donated days. The employee will reapply with current documentation.

- E. When an employee's sick leave is below twenty (20) accumulated sick days, the Payroll Department will notify the employee and the Personnel Department that the employee's sick leave is about to be exhausted.
- F. The Personnel Department will initiate donations of sick leave days to an absent employee no later than the pay period in which the employee's sick leave days are exhausted. As donated sick leave days are used, the staff member will receive written confirmation. The Treasurer's Office will use donated sick leave days in the order they are received.
- G. Employees qualifying under this section will continue to receive their regular salary/wages. Salary/wages is defined as regular gross wages. The employee will stay at the same benefit level he/she had prior to using donated days.
- H. An employee must exhaust all accrued and current sick leave, personal leave, and vacation before using donated days.
- I. An employee can request a review and extension of the donated days. The number of extended donated sick leave days that an employee can receive is limited to 30 workdays in a one year period from the date of initial use unless the diagnosis/prognosis indicates disability, life-threatening or terminal illness.
- J. Approval for an employee to receive donations or a review of eligibility (see B or C) under this program will be decided by the Director of Personnel and Employee Relations. When the Director of Personnel and Employee Relations denies a request for catastrophic/non-catastrophic leave, the employee may appeal the decision to a committee comprised of the President of each employee organization (OAPSE, BFT, BASA) and the Director of Personnel and Employee Relations. This committee's decision shall be final and binding and is not subject to the grievance procedure.

## **ARTICLE 20 - EMPLOYEE EVALUATION**

- 20.01** The major purpose of the Berea City School District's Classified Evaluation Program is to provide for a systematic review and evaluation of an employee's performance in order to maintain a quality school system and provide a comprehensive evaluation program for employees. This program is committed to the principle of continuous improvement.

The four major objectives of this comprehensive evaluation program are:

1. To provide a formal process for the evaluator and employee to reflect on the employee's performance, strengths, areas for growth, and continued development.
2. To provide avenues for effective communication about employee job performance and to foster employee job satisfaction.
3. To provide performance data on which to base decisions on assignment, transfer, promotion, and/or continuing employment.
4. To provide a continuous record of service for each employee.

**20.02 Newly Hired Probationary Employees (new to the District)**

Newly hired employees shall serve a probationary period of six (6) working months from date of employment and shall be evaluated at the end of the first, third and sixth months of service. Each new employee shall be evaluated by his/her immediate supervisor. The evaluation shall indicate satisfactory and unsatisfactory job performance to assist the employee in successfully completing his/her probationary period. A final probationary evaluation at the end of the sixth, or annual review, whichever comes first, will indicate satisfactory or unsatisfactory performance.

A newly hired probationary employee shall be subject to disciplinary action including termination and shall have no recourse through the grievance procedure except as provided by law.

Upon successfully completing his/her probationary period, a newly hired employee's seniority shall be his/her date of hire.

**20.03 Probationary Period for Current Employees**

Current employees who change job descriptions shall have a probationary period of six (6) working months from the employment date in the new position. The employee serving this probationary period shall retain all contractual rights and privileges granted to a regular employee. The employee is expected to demonstrate the necessary skills required of the position.

Employees who change job descriptions will be evaluated at the end of the first, third, and sixth month/annual review whichever comes first, and will receive a final probationary evaluation.

**20.04 Regular Employees**

Regular employees shall be evaluated not less than once per fiscal year. The annual employee evaluation can be done on any regularly scheduled work day between July 1<sup>st</sup> and June 30<sup>th</sup>.

**20.05** A conference shall be provided between the employee and his/her immediate supervisor in order to review the contents of the evaluation. A request for such conference shall be accomplished as soon after completion of the evaluation as is practical. If appropriate, the supervisor will indicate recommendations for improvement in order to remediate the unsatisfactory performance.

**20.06** The employee shall have the opportunity to respond and/or submit a rebuttal on the written evaluation. He/she shall sign the original completed evaluation. Each employee shall receive a copy of his/her completed evaluation. An employee's refusal to sign his/her evaluation will be so noted. An employee's signature does not indicate agreement with the evaluation.

**20.07** Each nutrition service employee shall be evaluated not less than once a year. Evaluations will be conducted jointly between the Supervisor of Nutrition Service and the on-site nutrition service manager. The evaluation form will include the name of the manager, but only the Supervisor of Nutrition Service will sign the form.

**20.08** Each custodial employee shall be evaluated not less than once a year. Evaluations will be conducted jointly between the Supervisor/Assistant Supervisor of Buildings & Grounds and the head custodian. The evaluation form will include the name of the head custodian, but only the Supervisor/Assistant Supervisor of Buildings & Grounds will sign the form.

**20.09** The provisions of this section are not subject to the grievance procedure as defined in this Agreement.

## **ARTICLE 21 – INTERVENTION/IMPROVEMENT PLAN**

**21.01 Intervention/Improvement Process**

- A. When a regular employee needs improvement in an area(s) of job performance, the immediate supervisor and the employee may develop a written plan for intervention/improvement.
- B. The purpose of the intervention/improvement plan is to assist the employee in identifying the specific area(s) that needs improvement and to offer the employee a means of support for improving job performance.
- C. If sufficient improvement does not occur within the time line specified within the intervention/improvement plan, then the supervisor may initiate further action.
- D. The written intervention/improvement plan should include:

- statement of issue(s)
- goal(s)
- action steps
- time line
- resources needed
- evidence of goal achievement
- employee comments
- administrator comments
- signatures of employee and supervisor

Note: A written intervention/improvement plan will be included in an employee's personnel file. See Appendix for Intervention/Improvement Process form.

- E. The provisions of this section are not subject to the grievance procedure as defined in the agreement.

## **ARTICLE 22 - DISCIPLINE**

**22.01** The Board may impose discipline up to and including dismissal of an employee when performance or behavior has failed to meet satisfactory or required levels.

**22.02** Discipline shall only be imposed for cause. Unless the welfare of students, other employees and/or the district is adversely affected, discipline shall be progressive in nature consisting of verbal and/or written warnings by the immediate supervisor before a suspension or termination is imposed. Disciplinary actions more than two years old will not be used against an employee unless they represent a continuing pattern of offenses.

A. Any employee upon whom suspension, reduction or termination is to be considered or imposed shall receive the following:

1. A written notice of the alleged charges including times, dates and locations of the chargeable actions or omissions.
2. A statement of the employee's right to representation.
3. A reasonable time to prepare or respond before the hearing.
4. The right to present evidence and respond to the charges.
5. A written decision from the supervisor/administrator.

B. Any employee upon whom suspension, reduction, or termination is recommended shall have the right to appeal the decision to the Superintendent prior to a recommendation being made to the Board of Education.

C. An employee who alleges that he/she has been disciplined without cause shall have recourse through the grievance procedure. Such an appeal shall begin with the first written step of the grievance procedure. An employee who has been suspended, reduced or terminated by the Board of Education and wishes to appeal that suspension, reduction, or termination shall have recourse only by utilization of Step 3 of the grievance procedure, which must be submitted within fifteen (15) working days of the official action. A newly hired probationary employee shall be subject to disciplinary action including termination and shall have no recourse through the grievance procedure except as otherwise provided by law.

D. Disciplinary action and/or the disciplinary conference shall be initiated within twenty (20) workdays from the date the alleged infraction is known and verified.

## ARTICLE 23 - CONFLICT RESOLUTION & GRIEVANCE PROCEDURES

### 23.01 Conflict Resolution

If an employee has a difference with another employee, the employee should go to the site administrator and seek conflict resolution. If the problem involves the administrator, it should be referred to the Director of Personnel and Employee Relations.

### 23.02 Grievance Definitions

- A. Grievance: A grievance is a complaint by one or more employees of an alleged violation, misinterpretation or misapplication of the terms of this labor contract and shall include claims that an employee has been reduced in pay or position, suspended, removed, transferred or laid off in violation of provisions of this agreement.

Municipal Civil Service Commission jurisdiction is limited by agreement of the parties to those matters specified in Ohio Revised Code, Section 4117.08(B). It shall have no jurisdiction in cases of reductions, suspensions, removals or lay-offs, nor in any matter except those specified in Ohio Revised Code, Section 4117.08(B).

- B. Administrator/Supervisor: Any person for whom the Ohio Association of Public School Employees is not the representative as delineated in Article 1,C.
- C. OAPSE Representative: A field representative of the Ohio Association of Public School Employees who is assigned on a permanent basis to the Berea City School District or his/her designee.
- D. Grievance Representative: An employee who is selected by the Union to act as its representative for the purpose of processing grievances.
- E. Grievant: An employee, or a group of employees, who file a complaint.
- F. A grievance may be filed by OAPSE when there is an allegation that it has been adversely affected by a violation, misinterpretation, or misapplication of a provision set forth in Article 5: Association and Employee Rights.
- G. Working Day: Any scheduled working day for the employee (or employees).

### 23.03 Grievance Procedure

#### A. General

1. The grievance process begins with a request for an informal meeting. The request must be within twenty (20) working days of the date the grievant knew or should have known of the occurrence giving rise to the grievance, or it shall no longer exist.
2. Nothing contained herein shall interfere with an employee's rights to meet voluntarily with the Administration.
3. The parties may, upon mutual agreement in writing, extend the time limits at any step of the grievance procedure.

#### B. Informal Level

Within time limits set in 23.03A of this Article, an employee with an alleged grievance should discuss the grievance with his/her immediate administrator or supervisor. The employee shall indicate that the meeting is an informal grievance. Either party may have a representative present. Within ten (10) working days, the administrator will meet with the employee. Every effort should be made to resolve the problem. This meeting shall be outside of the normal scheduled working hours of the grievant. Within five (5) working days of the informal meeting, if the grievant(s) is not satisfied with the discussion and/or resolution at the informal level, the grievant(s) shall file his/her alleged grievance in

writing, on the appropriate form, with his/her immediate supervisor. The Grievance Form must be signed by the Local President.

C. Steps of a Grievance

1. STEP 1

Written level (See Appendix for form.) If the grievance representative and the immediate supervisor mutually agree, the Step 1 hearing may be conducted by another administrator. Within ten (10) working days of receipt of a written grievance, a formal hearing shall take place, unless mutually extended by the parties. This meeting shall be outside of the normal scheduled working hours of the grievant. Each party may have present a representative of his/her choosing. Within five (5) working days of this meeting, the supervisor and/or administrator will answer the grievance in writing to the employee. If the grievant is not satisfied with the resolution at the previous level, he/she may appeal.

2. STEP 2

a. Appeal Level

1) This appeal shall be in writing to the Director of Personnel within five (5) working days of receipt of the previous level decision. Within ten (10) working days of receipt of notice of the appeal, the Director of Personnel will hold a meeting with the grievant and his/her representative. The Director of Personnel will answer the grievance in writing to the employee within ten working days, unless extenuating circumstances cause a delay.

2) Within five (5) working days of the receipt of the Step 2 answer, and if the grievant and OAPSE are not satisfied with the disposition of the grievance, it may be moved to the problem solving step if mutually agreeable to the Administration and OAPSE. A decision to move to problem solving will be made within five (5) working days of the step 2 answer. This step will be added before Step 3 and only after Step 2 has been completed.

b. Problem Solving

A group comprised of the Superintendent, Director of Personnel, the administrator involved at Step 1, the OAPSE President, the OAPSE grievance representative, and the grievant (others as mutually agreed upon) will attempt to resolve the issue through the problem solving process. The meeting shall take place within fifteen (15) working days of agreement to move to this step. Within twenty (20) working days of the meeting, the Superintendent will write a disposition.

This step is also recommended when OAPSE or the Administration has stated its intention to file an Unfair Labor Practice.

If no resolution to the grievance can be reached at the problem solving step, the grievant and OAPSE, within fifteen (15) working days may submit the grievance to the Director of Personnel and Employee Relations for a Step 3 hearing.

3. STEP 3

Binding Option

a. The OAPSE Field Representative or Union designee and the Director of Personnel and Employee Relations will confer within thirty (30) working days to submit a mutual request to the Federal Mediation and Conciliation Service for a list of arbitrators from which an arbitrator shall be selected.

b. The arbitrator shall be selected by each party, by alternately striking names until only one remains. If either party deems all names on the first list to be unacceptable for the case, a second list of names shall be mutually requested in writing by both parties.

- c. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- d. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. At the arbitration hearing and in all matters pertaining to the arbitration, the parties may be represented by legal counsel.
- e. All costs and expenses for the services of the arbitrator and any costs and expenses for the services of the Federal Mediation and Conciliation Service shall be borne equally by the Board of Education and OAPSE. All other costs in connection with the arbitration shall be the responsibility of the party incurring the cost. Only those individuals involved at any prior level of the grievance procedure plus counsel and witness will be permitted to attend the hearing without loss of pay. The hearing will be held during the regular business hours of the Board of Education.
- f. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this contract, will be accepted as final by the parties to the dispute and both shall abide by it.

## **ARTICLE 24 - PERSONNEL FILE**

**24.01** The personnel file of each employee will be maintained in the office of the Director of Personnel and Employee Relations. This file shall be the official file and will be confidential.

**24.02** **Access by the Employee**

- A. An employee shall have the right to examine the material in his/her personnel file. The employee does have the right to review the report submitted by the Bureau of Criminal Identification and Investigation as a result of the new employee's criminal records check. This record will be kept separately from the personnel file. Employees may obtain a copy of their BCI report upon written request to the Director of Personnel and by picking up the sealed copy, in person, at the Personnel Department. The personnel file contains the employee's application, evaluations, personnel information related to assignment, salary, contract, and other related employment documents. Medical information, employee's BCI report and confidential financial information is kept separately in a confidential file. Social Security numbers are not public information and will be deleted on copies made for anyone other than the employee. The examination of the personnel file shall occur outside the employee's workday. The employee is entitled to have a representative of her/his choosing accompany him/her during such review. If no prior appointment has been made, an employee should be prepared to wait to examine his/her file when Personnel Department staff are engaged in another assigned task.
- B. An employee may request copies of items in her/his personnel file by paying the established copying charges in effect at that time.
- C. Any person who places written material in an employee's personnel file must sign and date that material. The employee's signature does not necessarily represent agreement with the contents of the report. Refusal to sign will not prevent the document from being placed in the personnel file and will be noted on the document by the author of the report. An employee shall have the right to submit a rebuttal statement or addendum to any material placed in his/her personnel file.
- D. Any written evaluations, observations, appraisals, and letters of disciplinary nature that are entered in an employee's personnel file must make a provision for the employee's signature. Such signature does not necessarily represent agreement with the content of the report. If an employee declines or refuses to sign the report, it shall be so noted by the author of the report. An employee shall be provided with a copy of any written material placed in her/his personnel file.

- E. An unofficial file containing copies of material in the official file may be maintained in the office of the appropriate supervisor. The file shall be maintained in a safe and secure area. The employee may request to view this file.

**24.03 Access by Others**

- A. Should there be a request by someone other than Berea School Administration to review a personnel file, a written request shall be submitted to the Director of Personnel and Employee Relations.
- B. When no appointment has been made for the review, the person should be prepared to wait to examine the file as Personnel Department staff may be engaged at another task, and time must be taken to redact material, which is inappropriate for viewing.
- C. A written request (see Appendix) shall be submitted to the Director of Personnel and Employee Relations by someone requesting a copy of a personnel file other than a Berea School Administrator. State and federal law will govern access to personnel files. The copy of the file will be available for the individual at the end of the workday or may be mailed to them the following day. The cost of mailing and copies will be borne by the individual making the request. The employee will also receive a copy of the material provided to the individual. Copies of multiple files may take longer.
- D. The Director of Personnel and Employee Relations shall notify the employee when the Access to Personnel File Form is completed. Wherever possible, when the employee is working in the district, the viewing of the file will be scheduled for the end of the workday after school hours so the employee can be present. The employee is entitled to have a representative of his/her choosing accompany him/her during the review. During the viewing of the file, if the employee is not present, a member of the personnel office will be present to ensure the security of the personnel file.

- 24.04** An employee shall have recourse through the grievance procedure to request modification or removal of materials from her/his personnel file.

## **ARTICLE 25 - CLASSIFICATION ADDITIONS and CHANGES**

- 25.01** Based on the needs of the district, prior to the 2% increase on July 1, 2019, the Board of Education shall grant an increase of \$1.00 per hour added to the hourly wage of the following classifications: Hourly Nutrition Services, Transportation Assistants, Student Monitors, Early Childhood Education Assistants, and ExtendEd Assistants, effective July 1, 2019.

## **ARTICLE 26 - FRINGE BENEFITS**

**26.01 Life Insurance**

- A. The Board of Education will pay the cost of group life insurance based on the schedule below for each employee who elects to receive it.
- B. All classified employees will be eligible for \$30,000 in term life insurance. The Board will pay the full cost of term life insurance for each employee electing to have this coverage.
- C. Current Base Salary Greater than \$30,000:  
The employee will be eligible for an amount equal to the full thousand of salary in life insurance coverage; (i.e. \$32,310 = \$32,000 of insurance)
- D. Employees may elect to purchase at their own expense, at time of employment or during open enrollment, an additional \$80,000 of term life insurance through the payroll deduction plan in increments of \$10,000.



## 26.02 Medical Insurance

### A. Medical Insurance Plan

1. The Board will make available the Berea City School District Base Medical Insurance Plan as outlined in the Appendix of this contract.
2. Each full-time employee who chooses single coverage will pay 10% of the monthly cost per month without participating in the Healthy Living wellness plan, and 8% of the monthly cost per month if participating in the Healthy Living wellness plan. An employee whose spouse is eligible for and entitled to benefits elsewhere and he/she elects to participate in the Berea Base Medical Insurance Plan the employee will pay 18% for a family plan without participating the wellness plan or 14% for a family plan if participating in the wellness plan. This requirement does not apply to any employee's spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Note: A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

3. Each part-time employee who is regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per school year who chooses medical insurance will pay 38% of the full monthly cost without participating in the wellness plan or 36% of the full monthly cost if participating in the Healthy Living wellness plan. An employee whose spouse is eligible for and entitled to benefits elsewhere and he/she elects to participate in the Berea Base Medical Insurance Plan, the employee will pay 46% for a family plan without participating in the Healthy Living wellness plan, or 42% for a family plan if participating in the Healthy Living wellness plan. This requirement does not apply to any employee's spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.
4. Each part-time employee who is regularly scheduled to work under 15 hours per week who chooses medical insurance will pay the full monthly premium.
5. There are two (2) required activities a member and spouse must complete for a member to be considered participating in the Healthy Living wellness plan. A member, if taking a single plan, or a member and their spouse if taking a family plan and covering the spouse, must enroll in the on-line program and participate in a Biometric screening within ninety (90) days of July 1<sup>st</sup> of each year.

**Formulary** means: A list of drugs covered under our drug plan. The list was reviewed by an independent group of practicing doctors and pharmacists, and it contains drugs made by most drug companies. It includes drugs for many covered conditions.

**Non-formulary** means: All other drugs not in generic version, or not found within our list of drugs covered under our plan.

### B. Bus Drivers

1. Bus drivers and transportation assistants who average six (6) hours of driving time (including field trips) per day (based on 188 days) during the previous school year will, for the purposes of health care benefits, be considered full-time employees during the next school year and will pay for their health benefits according to the guidelines for employees receiving full-time benefits.

2. Eligibility for benefits for each succeeding school year will be based on the total hours worked in transportation (based on 188 days) during the preceding school year.

**26.03 Dental Insurance**

The Board will make available the Dental Insurance Program as outlined in the Appendices of the contract. The Board of Education will pay the full cost of single employee coverage for the Dental Program Insurance for full-time\* employees.

- A. For part-time employees who are regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per fiscal year, the Board will pay two-thirds (2/3) of the cost of employee coverage for the Dental Insurance Program.
- B. The Board will only pay the amount of single coverage for employees who elect family coverage. The amounts over the Board allotment will be paid on a payroll deduction basis.

\*A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

**26.04 Vision Care Insurance**

- A. The Board of Education will make available the Berea city School District Vision Insurance Program as outlined in the appendices. The employee may elect single or family coverage. The Board will pay the full cost for each full time employee\* who elects single coverage. The amounts over the Board allotment will be paid on a payroll deduction basis.
- B. For part-time employees who are regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per school year, the Board of Education will pay two-thirds (2/3) of the cost of employee coverage.

**26.05** Benefit coverage for a full-time or part-time employee whose hours are involuntarily reduced will continue until the last day of the month in which the hours were reduced.

**26.06** A full-time employee with five or more years of service whose hours are involuntarily reduced shall retain his/her benefit coverage up to and including August 31 or the day preceding the first day of the next school year whichever occurs first.

**26.07** The Board may change health care provider(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present health care provider(s). The OAPSE Presidents shall be notified thirty (30) days in advance of any proposed change in carrier(s).

**26.08 Claims Problems**

Any employee who has an insurance claim problem should contact the plan administrator.

**26.09 Married Couples Both of Whom Are Employed by the Berea City School District**

Married couples both of whom are employees of the Berea City School District will pay 8% without participating in the Healthy Living wellness plan or 6% if participating in the Healthy Living wellness plan, of the monthly cost of single coverage for their family coverage of the medical program as listed below:

1. One of the two medical insurances (the couple must decide which one at enrollment time.
2. One of the two family hospitalization insurances (the couple must decide which one at enrollment time)
3. The Dental family insurance program
4. The Vision family insurance program
5. Life Insurance for both
6. Professional Liability Insurance for both
7. Will be responsible for family plan co-pays, deductibles and out-of-pocket max.

\*A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

**26.10 Health Benefits Committee**

- A. OAPSE and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to cause the health benefits program to become more cost efficient without reducing services or benefits. This committee will include equal representation from the Ohio Association of Public School Employees, the Berea Federation of Teachers and the Administration. This committee will be ongoing during the life of this negotiated agreement.
- B. This committee will meet as needed and will include, but not be limited in its studies to the following areas:
  - Developing an understanding of the health benefits program.
  - Identifying, developing and implementing various options to reduce the costs associated with the program which do not affect the schedule of benefits located in the Appendix of this contract.
  - Developing strategies which, if implemented, will reduce the costs within the program.
  - Implement a quarterly health care report relative to the BCSD health care programs.
- C. The OAPSE members on the committee will be empowered to make decisions regarding the development of the committee's recommendations regarding the health benefits program.
- D. Wellness Program as required by Ohio Revised Code  
The Ohio Association of Public School Employees (OAPSE) members on the committee will be empowered to make decisions regarding the development of the committee's recommendations regarding the medical benefits program. These recommendations will be reviewed by the BCSD union presidents group to determine if they are to be voted on by the members of each of the bargaining units. If the recommendations are contrary to provisions of this contract, then following ratification by the OAPSE membership and the Board, the committee's recommendations will be written up in the form of a Memorandum of Understanding.

**26.11 Tax Sheltering Flexible Benefit**

- A. The Berea City School District and the Ohio Association of Public School Employees Locals 213, 473 and 656 agree to participate in the Berea City Schools 403(b) Plan. This plan allows employees to tax shelter costs that they pay for insurance, non-reimbursable expenses, and child/dependent care expenses. The Board will make this plan available to the employees under the following guidelines.
- B. Employees will have the option to tax shelter any of the costs (payments) currently deducted from their pay for medical, dental, vision benefits, and life insurance.
- C. Employees will have the option to participate in the tax-sheltering plan for both child/dependent care expenses they incur as well as non-reimbursable medical expenses (includes insurance deductibles, co-insurance, and medical and dental expenses not covered by insurance).

This salary reduction plan will not affect the SERS contributions made for employees.

**ARTICLE 27 – SUPPLEMENTAL PAY**

**27.01 Mileage**

- 1. Classified employees who are required to use their personal automobiles during the workday to drive between assignments within the same specific classification, but in a different building, shall be paid the mileage rate that is established by the Internal Revenue Service. This rate shall be paid upon receipt of the documented mileage form.

1. Classified employees assigned by Administration to work in more than one (1) building per day will be paid the IRS mileage rate between their assigned buildings. Travel time will be mutually agreed upon between the administrator and the employee and will be paid at the employee's regular rate of pay.

**27.02 Nutrition Service**

A. Building Permit Rates – Nutrition Service employees who accept or are assigned Building Permit duty shall receive \$16.00 per hour, for a minimum of two (2) hours.

1. If acceptance or assignment of permit duty causes an employee to exceed forty (40) hours in the workweek, Sunday - Saturday, the employee shall be paid time and a half (1.5) for the hours in excess of forty (40) hours.
2. The rate to be used for computing the hours which exceed forty (40) when regular hours and building permit hours are combined for employees not regularly scheduled for forty (40) hours will be compensated at a rate of one and one-half (1.5) times the employee's regular rate of pay or one and one-half (1.5) times the Building Permit Rate, whichever is higher.
3. Scheduling:
  - a) Building permit duty will first be offered to the Nutrition Service employees at the building where it is scheduled.
  - b) If the manager declines the permit duty, it shall be offered to the most senior Nutrition Service employee in that school who has the necessary skills.
  - c) The permit duty shall continue to be offered to each Nutrition Service employee at that school who has the necessary skills until it is accepted or everyone refuses the assignment.
  - d) If all of the Nutrition Service employees in a school refuse permit duty scheduled in their building, the Supervisor of Nutrition Service will attempt to find a Nutrition Service employee from another school who is interested, assign a substitute Nutrition Service employee, or assign the least senior Nutrition Service employee in the school district who has the necessary skills.

B. Sanitation Certification

The following classifications of employees shall receive a yearly stipend for completion and maintaining the Nutrition Service sanitation certificate (or equivalent) approved by the Cuyahoga County Board of Health:

Manager	\$200.00	Assistant Manager	\$150.00
Hourly Nutrition Service	\$100.00		

A copy of the current sanitation certificate must be on file with the employee's supervisor.

**27.03 Boiler Operator's License**

The following classifications of employees shall receive a stipend of \$600 upon the initial securing of a Boiler Operator's License and filing it with the employee's supervisor. The stipend for the Boiler Operator's License after the first year shall be at the rate of \$350 annually.\*

Head Custodian	Head Skilled
Asst. Head Custodian	Assistant Head Skilled
Custodian #2	Maintenance #2
Custodian #1	Maintenance #1

A. Assistant Head Custodians hired without a Boiler Operator's License will have eighteen (18) months to obtain the license. If the Assistant Head Custodian does not obtain the license in the required time, that person will return to the first vacant custodial position available.

B. A copy of a current Boiler Operator's license must be on file with the employee's supervisor.

- C. During each odd calendar year, the Buildings & Grounds Department will make available the opportunity for ten (10) employees to take the Boiler Operator's License Course. There will be no cost to the employee to take this course. Costs for taking the test will be the employee's responsibility. If there are more than ten (10) employees during the calendar year who wish to take this course, then those with the longest seniority in the district will be provided with the option.

\*If the initial Boiler Operator's License is secured and on file by June 1<sup>st</sup> of the initial year, the stipend shall be paid on or about June 15<sup>th</sup>. If the initial Boiler Operator's License is secured and on file after June 1<sup>st</sup>, but before December 1<sup>st</sup>, the employee shall receive \$300 on or about December 15<sup>th</sup>.

**27.04 Financial Administrative Assistant**

One administrative assistant in each school that does not have an Assistant Bookkeeper, the Summer Camp Office Assistant, each full-time Community Services office person handling early childhood education, ExtendEd, the Bookkeeper, and each Assistant Bookkeeper will be designated financial administrative assistant and shall receive an annual stipend of \$250.00.

**27.05 Equipment Allowance**

- A. The employees listed below shall receive an equipment allowance in the amount specified. The employee must have been on the payroll prior to September 1<sup>st</sup> in the current school year in order to receive the full allowance. The annual allowance will be made available the first pay in September of each school year. Employees who were hired after September 1<sup>st</sup>, will receive their allowance within the first two months of employment based on the number of months worked.

Group One: Bus mechanics shall receive allowance not to exceed \$425.00 per year.

Group Two: All maintenance employees and the mechanic helpers shall receive an allowance not to exceed \$225 per year.

- B. The intent of the equipment allowance is to provide funds to employees for the purpose of purchasing tools or related equipment of their trade or insuring tools of their trade, which are owned by the employee and brought into the job and used for the benefit of the school district. This equipment may be part of the qualifications for the job classification. Boots, shoes and clothing are not included in this reimbursement and are to be obtained through the uniform allowance. See Article 28.
- C. If an employee who has received the annual allowance, leaves employment with Berea City School District prior to the end of his/her contracted year, he/she will be required to have the pro-rata allowance for the part of the year he/she did not complete deducted from his/her final pay.
- D. Any tools needed to perform the duties of the Communication Specialist position will be provided by the IT Department.

**27.06 Additional Training**

- A. The Board of Education shall provide a stipend of \$40 per year to an employee for each thirty (30) clock hours of training that he/she successfully completes. For training courses/classes initiated after July 1, 2007, the Board of Education shall provide a stipend of \$50.00 per year to an employee for each thirty (30) clock hours of training that he/she successfully completes. Courses/classes that are acceptable under this section must be related to skills needed in employee's classification.
- B. Employees shall request written approval from their department supervisor, building administrator, or Director of Personnel in advance of taking the training to ensure qualification for the stipend. Forms for this purpose are available from an employee's supervisor or from the Personnel Department.
- C. Records will be kept and tallied for payment by the Personnel Department.

- D. Classified staff who receive Educational Reimbursement cannot use that course(s) toward the Additional Training Stipend.
- E. School Bus Mechanics who pass ASE tests S1 through S6, meet the experience requirements, and earn a Master School Bus Technician Certification will be entitled to a \$200.00 per year stipend to be paid on or about June 15<sup>th</sup>. Note S7 is not a requirement for Master School Bus Technician status.  
 Required Areas of Certification:
  - S1 Body Systems & Special Equipment
  - S2 Diesel Engines
  - S3 Drive Train
  - S4 Brakes
  - S5 Suspension & Steering
  - S6 Electrical/Electronic Systems

During the Master School Bus Technician certification process, school Bus Mechanics will be reimbursed payment for the completion of each area of certification.

If the initial ASE certification is secured and on file by June 1<sup>st</sup> of the initial year, the stipend shall be paid on or about June 15<sup>th</sup>. If the initial ASE certification is secured and on file after June 1<sup>st</sup>, but before December 1<sup>st</sup>, the employee shall receive \$100.00 on or about December 15<sup>th</sup> and \$100 the following June.

Bus Mechanics must retain their certification and will be eligible to receive this annual stipend as long as their ASE Master School Bus Technician Certification is active.

**27.07 Bus Inspection**

The bus mechanics and mechanic helpers will receive an incentive of \$500 to be paid on or about September 16 for 100% of buses passing the Ohio State Highway Patrol annual inspections.

**27.08 Longevity**

- A. The Board shall provide employees with an annual longevity increment after twelve years of continued service to the Berea Board of Education and annually thereafter. Service shall be deemed broken when an employee resigns, retires, terminates or is laid off beyond the recall period specified in this contract. Time spent on unpaid approved general leaves of absence or disability leave shall be deducted for the purposes of computing continuous years of service. One hundred and twenty (120) days in active pay status constitutes one (1) year of service (July 1 through June 30 of the following year constitutes one year). Longevity is based on district-wide hire date. Employees shall receive longevity pay based upon the schedule below:

For the 2018-2019 School Year and beyond:

Years of Service Completed		Annual Longevity Stipend
12 years	Beginning of 13 <sup>th</sup> year	\$ 275.
13 years	Beginning of 14 <sup>th</sup> year	\$ 525.
17 years	Beginning of 18 <sup>th</sup> year	\$ 775.
21 years	Beginning of 22 <sup>nd</sup> year	\$ 1,025.
25 years	Beginning of 26 <sup>th</sup> year	\$ 1,275.
30 years*	Beginning of 31 <sup>st</sup> year*	\$ 1,525.

\*and each year of service beyond

- B. An employee who retires or upon official resignation will be paid the longevity stipend earned during the previous school year. In order for a retiring person to receive longevity for the fiscal year of retirement/official resignation he/she must have completed 120 days in active pay status during that fiscal year.
- C. Longevity will be an annual payment. The annual longevity payment will be made on the first pay in October each year. The longevity stipend is determined by the employee's full or part-time status the

previous school year. Full time is defined as thirty (30) hours per week for 50% or more of the employee's yearly contracted work days (see Article 32.05). Part time employees will receive one-half (1/2) of the longevity stipend. An employee must have worked a minimum of 120 days (July 1<sup>st</sup> through June 30<sup>th</sup>) and been in active pay status to receive a stipend.

**27.09 Maintenance and Custodial**

- A. One (1) Maintenance #1 or Maintenance #2 employee, assigned by the supervisor, will receive a stipend of \$200 for supervising the summer landscape and roofing crew. Stipend to be paid on or about August 31st.
- B. Custodial employees assigned to a five (5) day workweek, Sunday through Thursday, Tuesday through Saturday, or any other schedule involving a weekend day, will receive a stipend of \$200 to be paid on or about December 15th. In order to receive this stipend, an employee must be assigned to this work schedule for 120 workdays.
- C. The Grindstone Elementary Head Custodian will receive a stipend of \$200 to be paid on or about June 30 for the morning start-up supervision of the Administration Building.

**27.10 Payment of Stipends**

The annual longevity stipend will be paid with the first pay in October each year. Employees shall receive payment for the stipends in this section in the first pay in June except as noted above. An employee must have worked in active pay status a minimum of 120 days (July 1 through June 30) to receive a stipend. A team will explore options to make sure all of the classified stipends are in compliance with the Fair Labor Standards Act. Current stipends will not be reduced. Any changes made will not result in a loss of stipends.

**27.11 Supplemental Contracts**

All OAPSE employees who are granted supplemental contracts will be paid at the rate outlined in the BFT contract.

**27.12 Recertification of School Bus Drivers, Mechanics and Mechanic Helpers**

- A. All school Bus Drivers in the State of Ohio must successfully complete the requirements to obtain a new Ohio School Bus Driver Certificate every six (6) years. A new certificate will be issued upon the successful completion of the following State Requirements:
  - 1. Nine (9) hours of Ohio Pre-Service School Bus Driver Training classroom instruction
  - 2. A prescribed thirty (30) hour driving performance evaluation and review
- B. A Bus Driver who has been granted a new certificate and can demonstrate successful participation in one or both of the above required programs will receive the following incentive:
  - 1. For successful completion of nine (9) hours Pre-Service School Bus Training Class:  
Incentive \$100.00.
  - 2. For successful completion of a driving performance evaluation and review:  
Incentive \$300.00.

NOTE: New Ohio Bus Driver Certificates can be obtained through alternative programs, which are not eligible for the above incentives.

- 27.13** Each transportation employee required to hold a CDL will receive a \$100.00 incentive annually upon verification that the annual abstract reveals no violation points during that fiscal year.

**27.14 No Child Left Behind "Highly Qualified" Requirement**

If a re-classified employee is unsuccessful after the first Para-Pro test attempt, a meeting will be held with the Director of Personnel, the Building Principal, the Local 213 President, and the re-classified employee to determine a course of action.

**27.15** Upon receipt of a new or renewal Educational Aide Permit from the State of Ohio, the Board of Education will reimburse the cost of either the one-year or four-year permit for employees who are required to have this permit.

**27.16 Instructional Assistants Assigned to a School Media Center**

Instructional Assistants assigned to a school media center for the majority of their work hours will be required to complete: Library Operating System training within eighteen (18) months of assignment. Training must be completed to remain in the position. Instructional Assistants assigned to a school media center who have completed the training, or who complete the training within the time indicated above, will receive a one-time stipend of \$350.00. Thereafter, an employee will receive an annual \$150.00 stipend as long as he/she remains an Instructional Assistant assigned to a school media center for the majority of his/her work hours.

**27.17 Educational Reimbursement Fund**

A. An Educational Reimbursement Fund will be available yearly for classified employees. This fund will have in it \$10,000. Classified employees involved in furthering their education may apply to this fund for reimbursement for college courses and/or certification/training programs following evidence of successful completion of the course/program and proof of employee payment. Reimbursement will be established based on the following ratio:

- One credit courses or approximately 15 hours certification/training program will be reimbursed at a maximum of \$110 or the amount not to exceed the cost paid by the employee.
- Two credit hour courses or approximately 30 hours certification/training program will be reimbursed at a maximum of \$220 or the amount not to exceed the cost paid by the employee.
- Three credit hour courses or certification/training program of approximately 45 or more hours will be reimbursed at a maximum of \$330 per course or the amount not to exceed the cost paid by the employee.
- Four credit, or more, hour courses or certification/training program of approximately 60 or more hours will be reimbursed at a maximum of \$440 per course or the amount not to exceed the cost paid by the employee.

B. No person can apply for reimbursement for more than one course in a calendar year until all employees who intend to apply have had the opportunity to seek reimbursement. At the end of the calendar year, if the fund has not been depleted, then employees who have already been reimbursed may provide evidence of successful completion of a second course/certification/ training program and seek additional reimbursement. All money remaining at the end of the calendar year will be distributed proportionately based on course expenses to all employees presenting evidence of having completed additional courses during that calendar year.

C. If the \$10,000 fund is not depleted at the end of a calendar year, the balance will be carried over to the next calendar year. This fund cannot be used for already established reimbursed programs such as Boiler Operator's license, driver's re-certification, and serve-safe. Classified staff who receive Educational Reimbursement cannot use that course(s) toward the "Additional training stipend" (See Article 27.07 - Additional Training.)

D. See Appendix for the reimbursement form.

**27.18** A team will explore options to make sure all of the classified stipends are in compliance with the Fair Labor Standards Act. Current stipends will not be reduced. Any changes made will not result in a loss



of stipends. The District will pay the Staff Development Rate for Nutrition Services employees and for Intervention Associates assigned to preschool, if the required training is outside the work day.

## **ARTICLE 28 – UNIFORMS**

### **28.01 Requirements for Wearing a Uniform**

All employees working in a classification that has a designated uniform shall wear said uniform in the performance of their duties. Failure to wear or properly wear and/or maintain the designated uniform may subject the employee to disciplinary action. Exceptions to the above shall be approved by the appropriate supervisor. Clothing or attachments will not display obscene or inappropriate messages.

### **28.02 Uniform Requirements**

Each employee assigned to a position that has a designated uniform shall be responsible for wearing and maintaining it in a clean and neat condition with the exception of those whose uniforms are being provided and laundered.

### **28.03 Head Skilled, Assistant Head Skilled, Maintenance #2, Maintenance #1, Bus Mechanics, Mechanic Helpers**

- A. The Board shall pay the full cost of providing, cleaning, and maintaining uniforms for the following classifications: Head Skilled, Assistant Head Skilled, Maintenance #2, Maintenance #1, Bus Mechanic and Mechanic Helper.
- B. Maintenance Employees, Bus Mechanics and Mechanic Helpers will be provided with an additional \$50.00 clothing allowance per fiscal year, to be used for selection of uniform items from the approved list. Maintenance employees, Bus Mechanics and Mechanic Helpers will be responsible for laundering these items.
- C. Winter coats or insulated overalls will be supplied as needed to the mechanics and mechanic helpers in the Transportation Department from the Berea City Schools uniform order form.
- D. The employees listed above will also have the option of following the uniform guideline listed in section 28.04. If the employee chooses only the provided top or bottom they will receive \$100.00 to choose the remainder of their uniform from the required list.

### **28.04 Custodial, Communication Specialist, Maintenance, Nutrition Services, Bus Drivers, Transportation Assistants, Transportation Dispatcher and Transportation Routing Coordinator**

Each custodial, communication specialist, maintenance, nutrition services, bus driver, transportation assistant, transportation dispatcher and transportation routing coordinator will receive a \$200.00 yearly uniform allowance. The employee must have been on the payroll prior to September 1<sup>st</sup> in the current school year in order to receive the full \$200 allotment. The annual payment allowance will be made available to these employees the first pay in September of each school year. Employees who were not employed as of September 1<sup>st</sup> will receive a pro rata share as a one-time payment within the first two months of employment based on the number of months worked.

- 1. Each employee shall be given the opportunity to select the garments they need from the Berea City Schools designated uniform list.
- 2. A representative from each employee group will be selected by their Local President to serve on the uniform selection committee each year.
- 3. Employees listed above are required to wear a uniform shirt/top from the approved uniform order form. The value of the items selected from the designated uniform order form list will be deducted from the \$200.00 allowance. Any amount left after the deduction will be issued to the

employee through payroll as described above. These items must be ordered within the first two months of the school year. The following items are required::

- Tan, black, and/or blue pants (No blue jeans pants)
- Tan and/or black denim jeans
- Tan, black, and/or blue shorts with 9" inseam (No blue jeans shorts)
- Approved slip-resistant safe shoes/boots

## **ARTICLE 29 – HOLIDAYS**

- A. The number of hours paid for holidays is based on the actual guaranteed hours worked on the day of the week the holiday falls. Holidays that fall outside the employee's normal work week will be paid their hours based on the hours of the employee's first day of their regular work week... Holiday pay is regular daily/hourly rate of pay.
- B. In order to be compensated for a holiday, the employee must accrue earnings on his/her preceding and next following scheduled workdays before and after such holiday, or was properly excused from attending work on either or both of these days.

### **29.01 Nine and Ten-Month Employees**

Employees scheduled to work for no more than 226 days, July 1-June 30, performing their regular duties, shall be guaranteed time off with pay for the following holidays:

- |                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | Labor Day                   |
| Martin Luther King Day | Thanksgiving Day            |
| Presidents' Day        | Christmas Day               |
| Memorial Day           | One Friday in March/April** |

### **29.02 Twelve-Month Employees**

Employees scheduled to work 227 through 261 days will be guaranteed time off with pay for the following holidays:

- |                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | Thanksgiving Day            |
| Martin Luther King Day | Day After Thanksgiving      |
| Presidents' Day        | One Friday in March/April** |
| Memorial Day           | Christmas Day               |
| Independence Day       | Extra Day at Christmas* **  |
| Labor Day              | Extra Day at New Years* **  |

\*When the holiday falls on Saturday, holidays will be Thursday and Friday.

When the holiday falls on Sunday, holidays will be Friday and Monday.

\*\*As specified on the school calendar.

### **29.03 Required Work on Holidays**

In the event any employee is required to work on any paid holiday, the employee shall receive their regular pay plus their holiday pay. Exceptions to this provision are Thanksgiving, Christmas, New Year's Day, Memorial Day, and Independence Day. Employees required to work on one of these days shall receive holiday pay plus twice their regular rate of pay for all hours worked.

## **ARTICLE 30 - VACATIONS**

- 30.01** Classified personnel employed on a twelve (12) month contract shall receive vacation pay as follows:

- A. After one (1) year of service (anniversary date\*) the employee will receive 10 days of vacation with pay. Five (5) days may be scheduled during the school year.
- B. After each of the second (2), third (3), fourth (4), and fifth (5) years of service (anniversary date\*) the employee will receive ten days of vacation with pay.
- C. After six (6) years and through the tenth (10) year of service (anniversary date\*) the employee will receive fifteen days of vacation with pay.
- D. After ten (10) years of service (anniversary date\*) and through the nineteenth year of service the employee will receive twenty days of vacation with pay.
- E. After completing nineteen (19) years of service (anniversary date\*) the employee will receive twenty days of vacation plus one additional vacation day for each additional year of service to a maximum of twenty-five (25) vacation days. (19 years = 21 days, 20 years = 22 days, 21 years = 23 days, 22 years = 24 days, 23 years = 25 days). See chart below.
- F. Vacation time is earned at the anniversary date\*, and the vacation taken during the next year of employment is subject to the regulations listed in Articles 30.01 through 30.06.

Years of Service Completed (anniversary date)*	Days of Vacation	Years of Service Completed (anniversary date)*	Days of Vacation*
1	10	13	20
2	10	14	20
3	10	15	20
4	10	16	20
5	10	17	20
6	15	18	20
7	15	19	21
8	15	20	22
9	15	21	23
10	20	22	24
11	20	23	25
12	20	over 23	25

\*Anniversary date: A year from the date of employment. Example: An employee hired on February 15<sup>th</sup> has his/her anniversary date one (1) year later on February 15<sup>th</sup>.

- G. With the approval of the supervisor or his/her designee, employees shall have the option of using vacation one day at a time, to be scheduled at least three (3) days in advance.
- H. The maximum number of carry-over vacation days for a classified employee who has earned vacation days (based on his/her years of service) will be as follows:

Days of Vacation Earned	Maximum days carry-over to next year of service
10	5 days
15	5 days
20	10 days
25	15 days

The carry-over days will not be cumulative.

A Request to Carry-over Vacation Days form must be filled out and sent to the Payroll Department at least 30 days prior to the employee's vacation anniversary date.

- I. In the event of death of a classified employee, the payment that the Board would have paid the eligible employee as vacation pay shall be paid to the estate of the deceased in accordance with the law.

**30.02 Bookkeeper, Asst. Bookkeepers, Communication Specialist, Administrative Assistant to the Assistant Superintendent, Administrative Assistants (12 month), Technology Assistant, Office Assistants (12 month), Technology Specialists (12 month)**

- A. These 12-month employees' vacation dates are subject to the approval of the administrators for whom they work.
- B. Vacation will be taken during the year of employment following the employee's anniversary date. Example: The anniversary date is May 1. Prior to May 1 of the next year, the employee will have taken the days of earned vacation. Paid vacation shall be granted whenever possible at the time requested by the employee. However, vacation days are subject to approval by the administrator for whom the employee works.
- C. If two (2) or more employees in the same building or department request a vacation at or about the same time, the employee with the greatest seniority shall be given the time slot requested. If an employee's scheduled vacation period occurs when he/she is on leave due to illness or injury, the employee may request of the administrator in charge that the vacation date be changed to another available vacation date.
- D. The administrator will forward the vacation approval forms to the Payroll Department prior to the start of the employee's vacation.

**30.03 High School Administrative Assistant (12 month)**

- A. Vacations will be arranged with the approval of the building principal.
- B. In buildings with two (2) twelve (12) month administrative assistants, vacations may not be taken concurrently by the administrative assistants.

**30.04 Maintenance and Transportation Employees**

- A. Paid vacation shall be granted whenever possible at the times requested with the approval of the Assistant Superintendent or designee.
- B. Regulations in 30.02,C apply to this section.
- C. Vacations cannot be taken during the one (1) week prior to and one (1) week after the beginning of the school year for students.
- D. No vacations for Bus Mechanics may be scheduled during the day(s) of State school bus inspections. The vacation period may be extended by the Supervisor of Transportation to compensate for such time.

**30.05 Custodial Employees**

- A. Paid vacation shall be granted whenever possible at the times requested with the approval of the Assistant Superintendent or designee, except as noted below:

One week prior to the start of the school year and one week after the start of the school year.

Employees with ten days vacation may schedule five days during the school year.

- B. Employees with fifteen (15) or twenty (20) days of earned vacation time may schedule not more than ten (10) of these days during the school year. Not more than one (1) employee from any one location nor more than four (4) employees from the total school system shall schedule such vacations at the

same time. The Board retains the flexibility to utilize maintenance employees to cover absences and/or adjust the working time of other custodial employees to cover these absences. When two (2) or more employees schedule the same vacation period, the most senior employee shall have preference.

NOTE: During Winter and Spring break, vacations will be limited to:

Three (3) employees from the high school, two (2) employees from the middle school, two (2) employees each from- Brookpark Memorial, Big Creek, and Grindstone Elementary Schools. One (1) employee from Brookview Elementary School. The total number not to exceed twelve (12) employees.

- C. Regulations in 30.02C above apply to this section.
- D. Any first-year custodial employee who is employed after September 1 and prior to the summer vacation period, may request five days of absence without pay, to be taken during the summer vacation period. Request must be made one (1) month in advance.

**30.06 Twelve-Month Employees**

- A. Any employee, who has been a nine or ten month employee and becomes a twelve month employee, during the first anniversary year hired into a 12 month position, will receive an allocation of five (5) vacation days if the employee has five (5) or more school years of continuous service as a regular nine month or ten month employee.
- B. Any employee, who has been a nine or ten month employee and becomes a twelve month employee, will earn vacation at the anniversary date of his/her first year as a twelve month employee. Credit in months employed will be given toward determination of number of weeks vacation. Example: A ten-month employee with seven (7) years of service has worked seventy (70) months. After one (1) full year as a twelve-month employee at the anniversary date, the employee is entitled to fifteen (15) days vacation with pay.
- C. Any employee during the first anniversary year hired into a twelve-month position may, upon approval by the supervisor, be granted five (5) days of vacation (based on his/her scheduled workweek). The employee who is granted this vacation time will be asked to sign a statement indicating that the total wages paid for this vacation will be reimbursed to the Board of Education if the employee leaves his/her employment prior to reaching his/her anniversary date. The five (5) days of vacation will be deducted from the total vacation earned at the anniversary date in the first year of the new position.

**30.07 Official Retirement**

Upon official retirement an employee shall be entitled to the prorated share of his/her vacation time earned in that year and available to him/her upon reaching his/her anniversary date. Dollar calculations shall be done from the employee's anniversary date up to and including his/her effective date of retirement. When making these calculations, a figure of .5 or greater will be rounded up to give the employee an additional month of service or day of vacation time.

**30.08 Official Resignation**

Upon official resignation an employee shall be entitled to the prorated share of his/her vacation time earned in that year and available to him/her upon reaching his/her anniversary date. Dollar calculations shall be done from the employee's anniversary date up to and including her/his effective date of official resignation. When making these calculations, a figure of .5 or greater will be rounded up to give the employee an additional month of service or day of vacation time.

- 30.09** Supervisors and/or administrators shall not deny an employee's vacation request which falls within the guidelines of this section unless the absence of the employee would adversely affect the efficient operation of a department, building or the school system. The employee shall be notified in writing of the reason his/her request is being denied.

## **ARTICLE 31 - SEVERANCE PAY**

### **31.01 Official Retirement**

- A. Upon official retirement under the provisions of State Law and the retirement system and upon completion of ten (10) or more years of employment by a political subdivision of the State of Ohio, severance pay will be granted to any person who is an employee of the Board of Education at the time of his/her official retirement. Severance pay is based upon employee's daily rate. For conversion to severance pay, the number of accrued unused sick leave days will be converted as follows. Maximum of 131.25 days at the following rate:
- |                               |     |
|-------------------------------|-----|
| One (1) day through 350 days: | 25% |
| 351 days through 375 days:    | 40% |
| 376 days through 450 days:    | 45% |
- B. The number of sick leave days subject to this provision shall be unlimited.
- The payment of severance will be made on the regular payday following the last day of employment.
- C. In the event of death of a classified employee, the payment that the Board would have paid the eligible employee as severance pay shall be paid to the estate of the deceased in accordance with the law.

### **31.02 Official Resignation**

- A. Any classified employee who resigns his/her position with the Berea Board of Education for reasons other than retirement shall be entitled to a severance payment. This payment will be made on the regular payday following the last day of employment.
- B. Program Exclusions
1. The employee has less than ten (10) years of continuous employment in the Berea City School District.
  2. The Berea City School District terminates the employee.
- C. The employee shall be paid at his/her daily rate for any unused sick leave up to a maximum of 131.25 days at the following rate:
- |                               |     |
|-------------------------------|-----|
| One (1) day through 350 days: | 25% |
| 351 days through 375 days:    | 40% |
| 376 days through 450 days:    | 45% |
- The payment of severance will be made on the regular payday following the last day of employment.
- D. For employees impacted by a reduction in force, the severance payment will be made with the first pay in October following the conclusion of his/her recall period.
- E. The sick leave days once converted to severance pay cannot be returned. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.
- F. In the event of death of a classified employee, the payment that the Board would have paid the eligible employee as severance pay shall be paid to the estate of the deceased in accordance with the law.

### **31.03 Classified Employee Voluntary Incentive Program**

There will be no incentive program offered during the term of this contract.

## ARTICLE 32 – WAGES

- 32.01** The Board of Education shall grant an increase of 2.0% in wages and salaries for all bargaining unit employees, effective July 1, 2019, across the board, at each and every level of the current wage and salary schedule.

The Board of Education shall grant an increase of 2.0% in wages and salaries for all bargaining unit employees, effective July 1, 2020 across the board, at each and every level of the current wage and salary schedule.

The Board of Education shall grant an increase of 2.0% in wages and salaries for all bargaining unit employees, effective July 1, 2021, across the board, at each and every level of the current wage and salary schedule.

The school district has projected increases in health insurance premiums that are consistent with the industry standard for fiscal years 2000, 2021 and 2022. Furthermore, prior to the commencement of the current contract (commencing July 1, 2019) the Ohio Association of Public School Employees and the school district agreed to comprehensive changes to the health insurance plan that may result in savings that would reduce year-over-year increases in health care costs for the contract period.

At the conclusion of the second year of the contract (Fiscal Year 2021), the Berea City Schools Administration and the Ohio Association of Public School Employees will meet to review the financial stability and outlook of the school district. Should annual health insurance premiums come in lower than projected for the contract period and the school district's financial outlook project the capacity to include additional increases in compensation for employees, the Berea City School District and the Ohio Association of Public School Employees may open the contract to provide additional increases in the hourly wages or other increases in compensation for Fiscal Year 2022.

- 32.02** Prior to the 2% increase on July 1, 2019, the Board of Education shall grant an increase of \$1.00 per hour added to the hourly wage of the following classifications: Hourly Nutrition Services, Transportation Assistants, Student Monitors, Early Childhood Education Assistants, and ExtendEd Assistants, effective July 1, 2019.
- 32.03** Prior to the 2% increase on July 1, 2019, the Board of Education will grant an increase to the classification of Head Custodian- Elementary to the current wage of the classification Head Custodian – Intermediate.
- 32.04** Prior to the 2% increase on July 1, 2019, the Board of Education shall grant an increase to the classification of Head Skilled to the current wage of the classification of Head Custodian Intermediate.
- 32.05** The Board of Education shall increase the hours per day of the Intervention Associates from 6.5 to 6.75 hours per day, effective July 1, 2019.
- 32.06** The Board of Education and the Ohio Association of Public School Employees agree to convene annually, no later than March 31<sup>st</sup>, for the purpose of reviewing the financial status of the tuition based programs, which include Early Childhood Education and ExtendEd employees, to determine the level of revenue available to continue to fund all program costs.
- 32.07** The four (4) Elementary School Nutrition Services Managers will have the existing one-half (1/2) hour for the Breakfast Program included in their wages.



Berea City School District - Salary Schedule for OAPSE Employees

Factor = 1.02

OAPSE FY 2020

	Mo.	Hrs.	Base Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bookkeeper	12	7.5	41,394	42,804	44,210	45,619	47,027	48,434	49,846	51,254	52,662	54,069	55,480	57,115
Assistant Bookkeeper	12	7.5	36,650	37,992	39,332	40,672	42,013	43,354	44,695	46,034	47,374	48,713	50,053	51,598
Technology Assistant	12	7.5	37,771	39,105	40,436	41,767	43,098	44,430	45,764	47,095	48,425	49,759	51,092	52,630
Communications Specialist	12	8	44,238	45,714	47,188	48,663	50,137	51,612	53,086	54,561	56,035	57,510	58,984	60,702
Technology Specialist	12	8	18.43	19.12	19.80	20.50	21.18	21.87	22.55	23.23	23.93	24.71		
Adm. Asst. to Asst. Supt.	12	7.5	39,583	40,882	42,185	43,488	44,788	46,095	47,396	48,698	50,000	51,304	52,605	54,136
Administrative Assistant (12 Month)	12	7.5	36,650	37,992	39,332	40,672	42,013	43,354	44,695	46,034	47,374	48,713	50,053	51,598
Administrative Assistant (10 Month)	10	7.5	30,050	31,149	32,250	33,347	34,447	35,546	36,646	37,742	38,841	39,941	41,039	42,303
Office Assistant	9 & 12	3.5-7.5	14.56	15.23	15.91	16.58	17.26	17.93	18.68					
Instructional Assistant	9	2-8	14.17	14.83	15.49	16.14	16.82	17.54	18.30					
Intervention Associate	9	6.75	14.17	14.83	15.49	16.14	16.82	17.54	18.30					
Student Monitor	9	2-8	11.56	12.23	12.95	13.76	14.56	15.07	15.47					
Nutrition Svc. Secondary Manager	9	7.5	25,494	26,768	28,111	29,514	30,989	32,543	34,165	36,020				
Nutrition Svc. Elementary Manager	9	7.25	23,916	25,207	26,495	27,784	29,076	30,368	31,780					
Nutrition Svc. Secondary Assist. Mgr.	9	6	15.88	16.03	16.18	16.32	16.47	16.62	16.83					
Nutrition Svc. Elementary Assist. Mgr.	9	5	15.10	15.25	15.39	15.54	15.69	15.83	16.04					
Hourly Nutrition Svc	9	2-7	11.56	12.23	12.95	13.76	14.56	15.07	15.47					
Extended Ed Associate	9	5.5-8	14.17	14.83	15.49	16.14	16.82	17.61	17.79					
Extended Ed Assistant	9	2-8	11.56	12.23	12.95	13.76	14.56	15.07	15.47					
Early Childhood Educ. Assistant	9	2-5	11.56	12.23	12.95	13.76	14.56	15.07	15.47					
Comm. Ed. Office Assistant	12	7-8	14.56	15.23	15.91	16.58	17.26	17.93	18.68					
Head Skilled Bus Mechanic	12	8	43,746	45,193	46,635	48,074	49,514	50,958	52,400	53,839	55,281	56,723	58,324	
Bus Mechanic	12	8	41,582	42,924	44,264	45,606	46,947	48,289	49,628	50,972	52,316	53,649	55,213	
Bus Mechanic Helper/Driver	12	8	39,051	40,292	41,538	42,782	44,026	45,269	46,515	47,759	49,002	50,444		
Routing Coordinator/Dispatcher	12	7.5	36,650	37,992	39,332	40,672	42,013	43,354	44,695	46,034	47,374	48,713	50,053	51,598
Bus Driver	9	4-8	19.78	20.12	20.45	20.75	21.10	21.41	21.77	22.09	22.40	22.91		
Transportation Assistant	9	4-8	11.56	12.23	12.95	13.76	14.56	15.07	15.47					
Driver Trainer	-	-	25.11											
Head Custodian - High School/Jr HI	12	8	43,746	45,193	46,635	48,074	49,514	50,958	52,400	53,839	55,281	56,723	58,324	
Head Custodian - Elementary	12	8	42,393	43,697	44,997	46,303	47,608	48,910	50,214	51,518	52,820	54,123	55,648	
Assistant Head Custodian	12	8	39,062	40,230	41,398	42,564	43,731	44,898	46,066	47,233	48,402	49,767		
Custodian #2	12	8	33,719	34,735	35,757	36,777	37,796	38,815	39,834	40,853	41,874	43,068		
Custodian #1	12	8	33,549	34,567	35,587	36,609	37,628	38,646	39,665	40,684	41,704	42,897		
Head Skilled	12	8	42,393	43,697	44,997	46,303	47,608	48,910	50,214	51,518	52,820	54,123	55,648	
Assistant Skilled	12	8	40,058	41,373	42,691	44,007	45,322	46,638	47,953	49,269	50,583	51,901	53,430	
Maintenance #2	12	8	39,051	40,292	41,538	42,782	44,026	45,269	46,515	47,759	49,002	50,444		
Maintenance #1	12	8	33,549	34,567	35,587	36,609	37,628	38,646	39,665	40,684	41,704	42,897		



Berea City School District - Salary Schedule for OAPSE Employees

Factor = 1.02

OAPSE FY 2021

	Mo.	Hrs.	Base Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Bookkeeper	12	7.5	42,222	43,660	45,094	46,531	47,967	49,403	50,843	52,279	53,715	55,150	56,590	58,257
Assistant Bookkeeper	12	7.5	37,383	38,751	40,119	41,486	42,853	44,221	45,588	46,954	48,321	49,687	51,054	52,630
Tech Asst	12	7.5	38,526	39,887	41,245	42,603	43,960	45,318	46,679	48,037	49,394	50,754	52,113	53,683
Communications Specialist	12	8	45,123	46,628	48,131	49,636	51,140	52,644	54,148	55,652	57,156	58,661	60,164	61,916
Technology Specialist	12	8	18.80	19.50	20.20	20.91	21.60	22.31	23.00	23.70	24.41	25.20		
Adm. Asst. to Asst. Supt.	12	7.5	40,374	41,700	43,029	44,357	45,684	47,017	48,344	49,672	51,000	52,331	53,657	55,219
Administrative Assistant (12 Month)	12	7.5	37,383	38,751	40,119	41,486	42,853	44,221	45,588	46,954	48,321	49,687	51,054	52,630
Administrative Assistant (10 Month)	10	7.5	30,651	31,772	32,895	34,014	35,136	36,257	37,379	38,497	39,618	40,740	41,859	43,149
Office Assistant	9 & 12	3.5-7.5	14.85	15.53	16.23	16.91	17.60	18.29	19.06					
Instructional Assistant	9	2-8	14.46	15.13	15.79	16.46	17.16	17.89	18.66					
Intervention Associate	9	6.75	14.46	15.13	15.79	16.46	17.16	17.89	18.66					
Student Monitor	9	2-8	11.79	12.47	13.21	14.03	14.85	15.37	15.78					
Nutrition Sec. Manager	9	7.5	26,004	27,303	28,673	30,104	31,609	33,194	34,848	36,740				
Nutrition Elem. Manager	9	7.25	24,394	25,711	27,025	28,340	29,658	30,975	32,416					
Nutrition Sec. Assist. Mgr.	9	6	16.20	16.35	16.50	16.65	16.80	16.95	17.17					
Nutrition Elem. Assist. Mgr.	9	5	15.40	15.55	15.70	15.85	16.00	16.15	16.37					
Hourly Nutrition	9	2-7	11.79	12.47	13.21	14.03	14.85	15.37	15.78					
Extended Care Associate	9	5.5-8	14.46	15.13	15.79	16.46	17.16	17.96	18.14					
Extended Care Assistant	9	2-8	11.79	12.47	13.21	14.03	14.85	15.37	15.78					
ECE Assistant	9	2-5	11.79	12.47	13.21	14.03	14.85	15.37	15.78					
Comm. Ed. Office Assistant	12	7-8	14.85	15.53	16.23	16.91	17.60	18.29	19.06					
Head Skilled Bus Mechanic	12	8	44,621	46,097	47,568	49,036	50,504	51,977	53,448	54,916	56,387	57,857	59,490	
Bus Mechanic	12	8	42,414	43,782	45,149	46,518	47,886	49,255	50,620	51,992	53,363	54,722	56,317	
Bus Mechanic Helper/Driver	12	8	39,832	41,098	42,369	43,638	44,907	46,174	47,446	48,715	49,982	51,453		
Routing Coord./Dispatcher	12	7.5	37,383	38,751	40,119	41,486	42,853	44,221	45,588	46,954	48,321	49,687	51,054	52,630
Bus Driver	9	4-8	20.17	20.53	20.85	21.17	21.52	21.84	22.20	22.53	22.85	23.37		
Transportation Assistant	9	4-8	11.79	12.47	13.21	14.03	14.85	15.37	15.78					
Driver Trainer	-	-	25.61											
Head Custodian - High School/Jr Hi	12	8	44,621	46,097	47,568	49,036	50,504	51,977	53,448	54,916	56,387	57,857	59,490	
Head Custodian - Elementary	12	8	43,241	44,571	45,896	47,230	48,560	49,888	51,218	52,549	53,876	55,206	56,761	
Assistant Head Custodian	12	8	39,843	41,035	42,226	43,415	44,605	45,796	46,987	48,177	49,370	50,762		
Custodian #2	12	8	34,393	35,430	36,472	37,513	38,552	39,592	40,631	41,671	42,711	43,930		
Custodian #1	12	8	34,220	35,258	36,299	37,341	38,381	39,419	40,458	41,498	42,538	43,755		
Head Skilled	12	8	43,241	44,571	45,896	47,230	48,560	49,888	51,218	52,549	53,876	55,206	56,761	
Assistant Skilled	12	8	40,859	42,200	43,545	44,887	46,228	47,570	48,913	50,255	51,594	52,939	54,499	
Maintenance #2	12	8	39,832	41,098	42,369	43,638	44,907	46,174	47,446	48,715	49,982	51,453		
Maintenance #1	12	8	34,220	35,258	36,299	37,341	38,381	39,419	40,458	41,498	42,538	43,755		

**Berea City School District - Salary Schedule for OAPSE Employees**

Factor = 1.02

**OAPSE FY 2022**

	<u>Mo.</u>	<u>Hrs.</u>	<u>Base Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Bookkeeper	12	7.5	43,067	44,534	45,996	47,461	48,927	50,391	51,860	53,324	54,789	56,253	57,721	59,422
Assistant Bookkeeper	12	7.5	38,131	39,527	40,921	42,315	43,710	45,106	46,500	47,893	49,288	50,681	52,075	53,682
Tech Asst	12	7.5	39,297	40,684	42,069	43,455	44,840	46,225	47,613	48,998	50,381	51,769	53,156	54,756
Communications Specialist	12	8	46,026	47,560	49,094	50,629	52,162	53,697	55,231	56,766	58,299	59,834	61,367	63,154
Technology Specialist	12	8	19.17	19.89	20.60	21.32	22.03	22.76	23.46	24.17	24.89	25.71		
Adm. Asst. to Asst. Supt.	12	7.5	41,182	42,534	43,890	45,244	46,598	47,957	49,311	50,665	52,020	53,377	54,731	56,323
Administrative Assistant (12 Month)	12	7.5	38,131	39,527	40,921	42,315	43,710	45,106	46,500	47,893	49,288	50,681	52,075	53,682
Administrative Assistant (10 Month)	10	7.5	31,264	32,407	33,553	34,695	35,839	36,982	38,127	39,267	40,410	41,555	42,696	44,012
Office Assistant	9 & 12	3.5-7.5	15.14	15.84	16.55	17.25	17.96	18.65	19.44					
Instructional Assistant	9	2-8	14.75	15.43	16.11	16.79	17.50	18.25	19.03					
Intervention Associate	9	6.75	14.75	15.43	16.11	16.79	17.50	18.25	19.03					
Student Monitor	9	2-8	12.02	12.72	13.48	14.32	15.14	15.67	16.10					
Nutrition Sec. Manager	9	7.5	26,524	27,849	29,246	30,706	32,241	33,858	35,545	37,475				
Nutrition Elem. Manager	9	7.25	24,882	26,226	27,566	28,907	30,251	31,594	33,064					
Nutrition Sec. Assist. Mgr.	9	6	16.53	16.68	16.83	16.98	17.14	17.29	17.51					
Nutrition Elem. Assist. Mgr.	9	5	15.71	15.86	16.02	16.17	16.32	16.47	16.69					
Hourly Nutrition	9	2-7	12.02	12.72	13.48	14.32	15.14	15.67	16.10					
Extended Care Associate	9	5.5-8	14.75	15.43	16.11	16.79	17.50	18.32	18.51					
Extended Care Assistant	9	2-8	12.02	12.72	13.48	14.32	15.14	15.67	16.10					
ECE Assistant	9	2-5	12.02	12.72	13.48	14.32	15.14	15.67	16.10					
Comm. Ed. Office Assistant	12	7-8	15.15	15.84	16.55	17.25	17.96	18.65	19.44					
Head Skilled Bus Mechanic	12	8	45,514	47,019	48,519	50,016	51,514	53,017	54,517	56,014	57,514	59,014	60,680	
Bus Mechanic	12	8	43,262	44,658	46,052	47,448	48,844	50,240	51,633	53,031	54,430	55,816	57,444	
Bus Mechanic Helper/Driver	12	8	40,628	41,920	43,217	44,511	45,805	47,098	48,395	49,689	50,982	52,482		
Routing Coord./Dispatcher	12	7.5	38,131	39,527	40,921	42,315	43,710	45,106	46,500	47,893	49,288	50,681	52,075	53,682
Bus Driver	9	4-8	20.58	20.94	21.27	21.59	21.95	22.27	22.65	22.98	23.30	23.84		
Transportation Assistant	9	4-8	12.02	12.72	13.48	14.32	15.14	15.67	16.10					
Driver Trainer	-	-	26.12											
Head Custodian - High School/Jr Hi	12	8	45,514	47,019	48,519	50,016	51,514	53,017	54,517	56,014	57,514	59,014	60,680	
Head Custodian - Elementary	12	8	44,106	45,463	46,814	48,174	49,531	50,886	52,243	53,600	54,954	56,310	57,896	
Assistant Head Custodian	12	8	40,640	41,856	43,071	44,283	45,497	46,711	47,927	49,141	50,357	51,778		
Custodian #2	12	8	35,081	36,139	37,201	38,263	39,323	40,384	41,444	42,504	43,566	44,808		
Custodian #1	12	8	34,905	35,963	37,025	38,088	39,148	40,207	41,267	42,327	43,389	44,630		
Head Skilled	12	8	44,106	45,463	46,814	48,174	49,531	50,886	52,243	53,600	54,954	56,310	57,896	
Assistant Skilled	12	8	41,676	43,044	44,416	45,785	47,153	48,522	49,891	51,260	52,626	53,998	55,589	
Maintenance #2	12	8	40,628	41,920	43,217	44,511	45,805	47,098	48,395	49,689	50,982	52,482		
Maintenance #1	12	8	34,905	35,963	37,025	38,088	39,148	40,207	41,267	42,327	43,389	44,630		

**32.08 Deduction Rates and Contracted Work Days**

- A. Nine (9) Month Employees (Bus Drivers, Early Childhood Education Assistants, ExtendEd Associates and Assistants, Instructional Assistants, Intervention Associates, Nutrition Service Assistant Managers, Nutrition Service Hourly employees, Office Assistants, Student Monitors, and Transportation Assistants)
  - 182 Workdays
  - 8 Holidays (see Article 29 Holidays)
  - Total 190 Days - Deduct Rate
  
- B. Nutrition Service Managers
  - 180 Workdays (no work on conference days)
  - 5 Workdays (opening and closing)
  - 8 Holidays (see Article 29 - Holidays)
  - Total 193 Days - Deduct Rate
  
- C. Ten (10) Month Employees (Administrative Assistants, Community Services Office Assistant)
  - 186 Workdays
  - 20 Workdays (10 days before/10 days after)\*
  - 8 Holidays (see Article 29 - Holidays)
  - Total 214 Days - Deduct Rate

\* In the interest of providing flexibility, twenty (20) days will be scheduled collaboratively by administration and the employee based on the need related to the specific position. These days must be scheduled before the first work day for teachers and after the last work day for teachers. Payroll will need to be notified in order to maintain accurate record of days worked. Schedule may change upon approval of Building Principal.

- D. Twelve (12) Month Employees (Administrative Assistant to the Assistant Superintendent, Administrative Assistants, Assistant Bookkeeper, Benefits/Payroll Coordinator, Bookkeeper, Bus Mechanics, Bus Mechanic Helpers, Communication Specialist, Community Services Office Assistant, Custodians, Maintenance, Office Assistants, Technology Assistant, Technology Specialist, Transportation Dispatcher, Transportation Routing Coordinator )
  - 248 Workdays
  - 12 Holidays (see Article 29 - Holidays)
  - 260 Days
  
- E. For a classified employee to be eligible to move to the next step on the wage schedule during his/her initial year of employment, he/she must have been employed (effective date of hire) prior to February 1<sup>st</sup>.

**32.09 Salary Adjustment for 261/262 Day Work Year**

The salaries listed in the contract reflect a 260-day work year. If an employee works a 261<sup>st</sup> or 262<sup>nd</sup> day, then the employee will be paid in a lump sum for the additional day(s) in the June 30<sup>th</sup> paycheck. The rate for the above will be at the rate in effect for that employee on June 30<sup>th</sup>.

- 32.10** Ten-month (10) Administrative Assistants, Nutrition Service Managers-Secondary, Nutrition Service Manager-Middle School, and Nutrition Service Managers-Elementary will receive their salary in twenty-four (24) equal payments.

## ARTICLE 33 - SALARY ADJUSTMENT FOR CLASSIFICATION CHANGES

### 33.01

- A. When a bargaining unit employee accepts a higher paying position, the employee shall be placed at the step on the salary schedule that assures a pay increase of at least fifteen (.15) cents an hour.
- B. When a bargaining unit employee accepts a lower paying, or equal paying position in the same classification series, the employee shall be placed at the same step on the salary schedule.
- C. When a bargaining unit employee accepts a lower paying job position outside of his/her classification series, the employee will be placed at base pay on the salary schedule for the new position.
- D. When a bargaining unit employee adds a job position, the employee will be placed on base pay on the salary schedule for the added position.
- E. When a bargaining unit employee accepts a position of equal pay outside of his/her classification series, the employee will be placed at the step on the salary schedule equal to the step he/she was on in his/her previous position.
- F. When an employee is displaced from his/her current classification as a result of a reduction in force, the employee may utilize his/her seniority to bump in accordance with Article 35. An employee who bumps into a lower classification, will be placed into a step on the salary schedule that is, or will be in effect at the time of the reassignment. The employee will be placed at the step that is equal to his/her total years of service within the classification series, without exceeding his/her current rate of pay at the time of the bump.
- G. An employee who is awarded a position that they previously held shall be given credit for the previous time spent in that position and placed at the appropriate step.
- H. Classified employees may only advance one step on the salary grid per fiscal year.

NOTE: For the purpose of determining salary schedule placement for all of the above items, hourly rates will be established for each bargaining unit position. 'Higher paying position' is based on the hourly rate for that position.

### 33.02 Advancement in Maintenance Department

- A. When a person has served in the Assistant Head Skilled position for one (1) year, upon successful completion of his/her evaluation period, that person may be recommended for the level of Head Skilled by the Supervisor of Buildings & Grounds. Approval for advancement will consider Head Skilled skills demonstrated, documented training, on the job training and successful evaluation. An opportunity will be given during every evaluation period to achieve Head Skilled skill. If denied, a review may be given in six months.
- B. When a person has served in a Maintenance #2 position for three (3) years upon successful completion of his/her evaluation period, that person may be recommended for the level of Assistant Head Skilled by the Supervisor of Buildings & Grounds with input from the Head Skilled in the specific area. Approval for advancement will consider Assistant Head Skilled skills demonstrated, documented training, on the job training and successful evaluation. An opportunity will be given during every evaluation period to achieve Assistant Head Skilled skills. If denied, a review may be given in six months.



- C. If a person is hired as a Maintenance #1, upon successful completion of his/her evaluation period, that person can be recommended for the level of Maintenance #2 by the Supervisor of Buildings & Grounds with input from the Head Skilled in the specific area. Approval for advancement will consider Maintenance #2 skills demonstrated, documented training, on the job training, and successful evaluation. An opportunity will be given during every evaluation period to achieve Maintenance #2. If denied, a review may be given in six months.

**33.03 Advancement in the Custodial Department**

When a person has served in a Custodian position for a period of three (3) years and has obtained a Boiler Operator's License, has satisfactory evaluations, and has completed appropriate specific training of 30 hours, that person may be recommended for the level of Custodian #2 by the Supervisor of Buildings & Grounds with input from the Head Custodian of the building in which the Custodian is assigned.

## **ARTICLE 34 - MANDATORY SALARY REDUCTION PLAN**

- 34.01** For the purposes of establishing an employee's taxable income, the Board will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the School Employees Retirement System.
- 34.02** The Board's contribution to the School Employees Retirement System shall be based on each employee's total annual wages.

## **ARTICLE 35 - LAYOFF AND RE-EMPLOYMENT**

**35.01 Layoff**

- A. The number of employees affected by a reduction in force shall be kept to a minimum by not employing replacements insofar as practical for those employees who resign, retire, or otherwise vacate a position.
- B. No regular position employee shall be laid off while there are casual, seasonal, temporary, provisional or new hire probationary employees working in the same classification series. No regular position employee shall be laid off and replaced by casual, seasonal, temporary, provisional or new hire probationary employees. When it becomes necessary to lay off regular position employees within a classification, the employees to be laid off shall be those having the least amount of continuous district-wide seniority.
- C. The Board of Education and the Ohio Association of Public School Employees (OAPSE) recognize the importance of continuous improvement in a cost effective manner; however, no member of the bargaining unit as defined in Article 1.03 shall have his/her contract non-renewed or suspended due to the sub-contracting of his/her position.

**35.02 Notice of Layoff**

- A. Normally layoffs will be made at the end of a school year. However, if in the judgment of the Board it is necessary to lay off employees before the end of the school year, the Board will notify each Local President unless emergency circumstances do not permit it.
- B. The Board shall notify each Local President prior to a layoff of employees and shall make itself available to discuss such layoff. The parties agree that the decision to lay off employees rests solely and exclusively with the Board.
- C. Exceptions to retaining employees based on length of continuous service may be made to insure the retention of an employee with a particular skill that is needed or to comply with state and federal laws relating to employment matters.

- D. When it becomes necessary to layoff an employee from a position within a classification series, these layoffs shall be governed by the employee's continuous length of service providing that skill, ability and qualifications are equal.
- E. An employee being affected by a layoff may bump the least senior employee in his/her position or, if the employee is the least senior person in that position, the employee may bump the least senior employee in the next lower-rated position(s) within his/her classification series only. When two (2) or more employees in the same classification are subject to a bump, the most senior employee being bumped will be given the opportunity to select a position from the same number of positions from the lowest seniority position(s) in that classification. No employee can bump a person in his/her classification who has more district-wide seniority. This process will be followed until all positions are filled.
- F. If an employee is laid off due to the abolishment of his/her classification within five (5) years of his/her transfer or crossover to the position, the affected employee may return to the previous classification series or position if the employee possesses the necessary qualifications and has more seniority than the least senior employee in that position.
- G. Layoffs of ten (10) consecutive workdays or less shall be regarded as temporary and may be made without regard to the procedures set forth above.

**35.03 Recall**

- A. A recall shall be made within each classification series in the inverse order of the layoff (last laid off, first called back). A laid off employee forfeits his/her seniority and all rights of employment if he/she fails to accept a recall to his/her classification (position held at time of layoff) with equal or greater hours per week as he/she had at the time of the layoff. A person on RIF has the right to reject an offer of lesser hours of employment in the same classification without losing his/her place on the RIF list.
- B. When a RIF list becomes necessary, it will be maintained by classification series with the person having the most district-wide seniority at the top of the list, and on down to the least senior in each classification series.
- C. Seniority shall not accumulate during any period of layoff except temporary layoffs not to exceed ten (10) consecutive working days.
- D. Laid off employees not offered re-employment by the end of the second September following their layoff are no longer employees of the Berea City School District and are not eligible for recall. Therefore he/she must file an application for employment if they desire to be considered for employment in the Berea City School District.
- E. Laid off employees on the recall list shall notify the Board of any change of address.
- F. A person returning to the same classification position he/she held prior to the RIF, will be placed at the same step he/she held prior to the RIF.
- G. A certified letter will be sent to a laid off employee informing him/her of his/her offer of reinstatement. The laid off employee must accept or refuse employment in writing to the Director of Personnel and Employee Relations within five (5) working days following receipt of the re-employment notice.
- H. A person returning to the same classification position he/she held prior to the RIF will be placed at the same step he/she held prior to the RIF.

**35.04 Bumping**

- A. Bumping may occur within each position and to the positions listed below it as shown in Article 35.05. Bumping may not occur to a position listed above it or to a position in another classification series. (See 35.02E.)

- B. Employees who work fewer hours or days than what is indicated will have their wages adjusted accordingly.
- C. Hours per day do not include a 30-minute lunch period.
- D. In bumping situations effective June 30<sup>th</sup>, July 1<sup>st</sup> will be the official date for re-classification.
- E. 1. In the event that bumping occurs, every effort will be made to ensure that Instructional Assistants, who are currently at benefit level, will be bumped into a position at benefit level.
- E. 2. In school years that require a Reduction in Force, bumping of Nutrition Service Hourly employees will have three levels. Starting with the person being bumped who has the most district-wide seniority, hours he/she currently had as long as the position did not exceed the bumped person's seniority. If he/she does not have seniority to match their current hours, then they will try to match the next closest hours within the range that does not exceed their seniority. This process will continue by district-wide seniority until all current positions are filled. This tier system is for bumping purposes only.
  - 4.75 hours per day through 7 hours per day
  - 3.5 hours per day through 4.5 hours per day
  - 2.0 hours through 3.25 hours per day
- F. When an employee is displaced from their current classification as a result of a reduction in force, the employee may utilize their seniority to bump in accordance with Article 35. An employee who has bumped into a lower classification within the classification series, shall be placed at the step of the new classification, based on their total years of service in the same classification series, that is closest to their current step on the salary schedule, without exceeding their current rate of pay at the time of the bump,
- G. An employee who is bumped to a lower classification in his/her classification series may apply as a transfer candidate for a posted position in the same classification he/she held prior to the bump for one calendar year from the effective date of the bump.
- H. Any employee with a district-wide hire date, or adjusted date, after January 1, 2009, will not be able to bump into the Intervention Associate classification. Before an employee with a district hire date prior to January 1, 2009, will be considered for a bump into the Intervention Associate classification, that person will be required to meet with the Director of Pupil Services/designee. At that meeting the job description will be reviewed and the employee will be given a detailed explanation of the requirements of the Intervention Associate position. If possible, a shadowing experience will be arranged. The candidate for an Intervention Associate position will have an opportunity to ask questions regarding the position. The decision to allow a person to bump into an Intervention Associate position will be determined by the Director of Pupil Services, the Director of Personnel, the President of Local 213, and a current Intervention Associate OAPSE member.

A person bumping into an Intervention Associate position will be considered probationary and will be given an evaluation after one month, three months and six months in the position. Probationary period begins on first day with students. If the Intervention Associate is not meeting the expectations of the position after working days totaling one month, or three months, an Intervention/ Improvement Plan will be written. If sufficient improvement does not occur within the time line specified within the intervention/improvement plan, not to exceed six months, then the supervisor may initiate further action. The newly-placed Intervention Associate will be able to respond to a posting during the six month probationary period, however the person may not be able to make the move to another position for up to six months. The decision on when the person could move would be made by the Director of Pupil Services. The newly placed Intervention Associate may choose to bump to the RIF list for up to one month from placement in this position. The above procedures only apply to a person

bumping into an Intervention Associate position. The job posting and interview process for newly created or vacant Intervention Associate positions have not changed.

- I. An employee who becomes re-classified as an Instructional Assistant, Intervention Associate or Early Childhood Education Assistant must meet one of the criteria as defined in the No Child Left Behind federal legislation. The criteria are: either an Associate's Degree or higher, or 48 semester hours of college credits, or passage of the State of Ohio ParaPro test.

**35.05 Classification Series for Bumping Purposes**

Hours per day do not include lunch.

**Bookkeepers**

Bookkeeper	12 months	7.5 hours per day
Assistant Bookkeeper	12 months	7.5 hours per day

**Information Technology**

Communication Specialist	12 months	8 hours per day
Technology Specialist	12 months	8 hours per day

**Technology Assistant**

12 months	7.5 hours per day
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**Administrative Assistants, Assistants, Associates**

Admin. Assist.to the Assist. Superintendent	12 months	7.5 hours per day
Administrative Assistant	12 months	7.5 hours per day
Administrative Assistant	10 months	7.5 hours per day
Office Assistant	12 months	hours as scheduled
Office Assistant	9 months	hours as scheduled
Instructional Assistant	9 months	hours as scheduled
Intervention Associate	9 months	hours as scheduled
Student Monitor	9 months	hours as scheduled

**Nutrition Service Employees**

Secondary School Manager (HS & MS)	9 months	7.5 hours per day
Elementary School Manager	9 months	7.25 hours per day
Secondary Assistant Manager	9 months	6 hours per day
Elementary Assistant Manager	9 months	5 hours per day
Hourly Nutrition Service	9 months	hours as scheduled 4.75 - 7.0
Hourly Nutrition Service	9 months	hours as scheduled 3.5 – 4.50
Hourly Nutrition Service	9 months	hours as scheduled 2.0 – 3.25

**Transportation Employees**

Bus Driver	9 months	hours as scheduled
Transportation Assistants	9 months	hours as scheduled

**Custodial Employees**

Custodian #1	12 months	hours as scheduled
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**Early Childhood Education Assistants**

9 months	hours as scheduled
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**ExtendEd Program**

ExtendEd Associates	9 months	hours as scheduled
ExtendEd Assistants	9 months	hours as scheduled

**Community Service Office Assistants**

12 months	hours as scheduled
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**Transportation Employees**

Head Skilled Bus Mechanic	12 months	8 hours per day
Bus Mechanic	12 months	8 hours per day
Mechanic Helper	12 months	8 hours per day
Transportation Routing Coordinator	12 months	7.5 hours per day
Transportation Dispatcher	12 months	7.5 hours per day
Bus Driver	9 months	hours as scheduled
Transportation Assistants	9 months	hours as scheduled

**Maintenance Employees**

Head Skilled	12 months	8 hours per day
Assistant Head Skilled	12 months	8 hours per day
Maintenance #2	12 months	8 hours per day
Maintenance #1	12 months	8 hours per day

**Custodial Employees**

Head Custodian (HS)	12 months	8 hours per day
Head Custodian ((MS)	12 months	8 hours per day
Head Custodian (ES & Admin.)	12 months	8 hours per day
Assistant Head Custodian	12 months	8 hours per day
Custodian #2	12 months	8 hours per day
Custodian #1	12 months	hours as scheduled

**ARTICLE 36 - ADMINISTRATIVE GUIDELINES**

- 36.01** Prior to the implementation of a change in an administrative guideline or Board policy, which affects all employees in the system or a department, the change will be posted for seven (7) calendar days before its effective date. A copy of the policy change will be sent to OAPSE Presidents.
- 36.02** Departmental rules, directives and procedures, including handbooks, should be reviewed/ revised and shared annually. Prior to implementation, any changes will be posted for seven (7) calendar days unless an emergency exists.
- 36.03** Prior to the implementation of subcontracting a segment of classified service to an outside company, which would involve employee layoff, OAPSE will be given the opportunity to participate in the problem solving process.

**ARTICLE 37- CIVIL SERVICE JURISDICTION**

- 37.01** The jurisdiction of the appropriate Civil Service Commission shall be limited to the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists.

**ARTICLE 38 - WORKERS' COMPENSATION**

- 38.01** Employees who are injured while performing their assigned responsibilities are eligible to receive compensation and expenses as prescribed under the Workers' Compensation Laws of Ohio.
- 38.02** An employee who elects and subsequently receives Workers' Compensation benefits in lieu of making application to use his/her accumulated sick leave shall maintain his/her medical benefits during the period of the absence, which results from his/her injury.

- 38.03** Employees who exhaust their sick leave and/or take an unpaid approved leave of absence may elect to continue their health insurance benefits by paying the premium.

## **ARTICLE 39 - TRANSPORTATION**

### **39.01 Route Assignment**

#### **A. Route Bidding**

1. Route bidding seniority will be determined by transportation hire date of your current position (bus driver; transportation assistant). Seniority for route bidding purposes will be reduced by the number of unpaid days excluding the five days allowed in Article 18.01.
2. Route bidding shall be on the Monday of the week prior to the week in which school begins for students.
3. All of the anticipated bus routes shall be posted in the Transportation office on Thursday and Friday preceding the Monday of route bidding. At route preview, the following will be posted: All route total times (including regular AM and PM routes, relief routes and midday/late routes) along with student count and names. School calendars, which have been received, shall be available for review at that time. The school calendars contain the workdays for routes they affect and are part of the bidding process.
4. Each posted route will indicate the approximate time for completion, the itinerary, and the type of vehicle used.
5. The posting of each route shall include the morning and afternoon schedule as well as any shuttles.
6. Middays (are routes that start between 9:15 AM and 1:15 PM) and late runs are routes that begin at 4:15 PM or later. All middays and late runs shall be posted separately.
7. Beginning at approximately 8:00 AM on the day of route bidding, all bus drivers shall select routes for the next school year. The most senior driver shall make the first selection and the least senior driver shall make the last selection. The first twenty-five (25%) of drivers will be scheduled in groups of three (3) for a period of fifteen (15) minutes. The remaining seventy-five (75%) of drivers will be scheduled in groups of five (5) for a period of fifteen (15) minutes. Each driver will make his/her selection within that time period with the most senior driver selecting first.
8. A driver will begin working on the first day of his/her bid route or no later than the first day of school for the Berea City School District. All regular bid routes will end no later than five (5) days after the last week Berea City Schools are in session.
9. After selecting a route, a driver/transportation assistant may select a midday, and/or separate late run in addition to the posted route. In order to be eligible for the above, the route must consist of an AM and PM segment within the classification. If a Transportation Assistant midday, or late run remains vacant after transportation assistant route bidding, any vacancy occurring after the above process will be posted internally in the Transportation Department. The vacant position will be offered to bus drivers on a seniority basis. The Transportation Assistant positions, which consist of a midday and/or late run, will be non-renewed at the end of each school year.
10. Beginning at approximately 8:00 AM on the day after bus driver route bidding, all Transportation Assistants shall select routes requiring a transportation assistant for the next school year. The most senior Transportation Assistant shall make the first selection and the least senior assistant shall make the last selection. Transportation assistants will be scheduled in groups of three (3) for a period of fifteen (15) minutes.

11. If a driver or transportation assistant is absent from route bidding for any reason and has not made arrangements for someone to select a route in advance, the driver/assistant's name will be moved to the end of the list and he/she, if possible, will be given an opportunity to choose one of the remaining routes. If the opportunity to choose is not possible, he/she will be assigned one of the remaining routes.

Note: If a route remains unassigned after route bidding, the route will be offered to qualified Transportation Assistants and substitute bus drivers on a seniority basis.

12. In no event will any route including one with a midday, and/or late route be scheduled for more than forty (40) hours per week.
13. The Administration will provide the Transportation Department with an annual list of students with unusual health and behavior concerns. Student health and behavior information will remain confidential.

B. Route Bidding Proxy Procedure

1. A driver/transportation assistant may have another designated employee present a driver's Proxy at route bidding, which will enable that individual to select a route for the absent driver.
2. An Emergency Driver's/Transportation Assistant's Proxy may be filed with the Transportation Office at any time in advance of the route bidding process. In the event of an emergency, the driver/transportation assistant must contact his or her designated employee and have that person present at route bidding at the scheduled time.

C. Special Needs Routes

1. The Supervisor of Transportation will confer with each driver/transportation assistant who selects a special needs route. The purpose of the conference will be to define problems, share medical information and discuss difficulties the person may encounter and to ensure that the person fully understands the responsibilities he/she will be assuming.
2. Each driver/transportation assistant who selects a special needs route will be required to participate in student behavior management training in-service program(s).

D. AM/PM Route Changes

1. When a route changes, the Director of Transportation and the Local 473 President shall meet to review the change. Article 39.02,A.4, and E. are in effect: every effort will be made to maintain bid hours as established during route bidding and actual drive time may be recalculated.
2. When an addition to a route is temporary or a new route is created which is temporary, it will be given to the most senior driver with time available or the special needs driver who may already be driving the child. A route will become permanent after 30 school days and subject to the re-bid process unless the OAPSE President and the transportation supervisor mutually agree to extend the temporary route beyond the 30-day period.
3. When a route is added to by less than thirty (30) minutes a day, it will be offered to the most senior driver at the school with time available. If no such driver exists, it will be offered to the most senior driver who has available time to do the route. This time may not exceed 40 hours per week.
4. When a route is added to by thirty (30) minutes a day or more than the original bid time, the route will be subject to the re-bidding process. The most senior driver with less or equal route bid time shall make his/her selection in a seniority rotation. The bidding will continue until the open route is the same or less time than the first affected route. The assignments will not start until all posted jobs are filled. Bumping will not result in loss of employees' guaranteed original bid time.

5. When a route is added to, that fits into a driver's guaranteed time, reverse seniority may be used.

E. **Midday Route Changes**

1. When a midday route is added to by less than 30 minutes, it will be offered to the most senior driver at the school with time available. If no such driver exists, it will be offered to the most senior driver who has available time to do the route. This time may not exceed 40 hours per week.
2. When an addition to a midday route is temporary, it may be given to the midday driver who is already driving the student, if their current midday time allows. The temporary midday may be offered to the most senior driver/transportation assistant that does not have a midday of their own. A route will become permanent after 30 school days and subject to the re-bid process unless the OAPSE President and the Transportation Supervisor mutually agree to extend the temporary route beyond the 30-day period.
3. When a midday run is 60 minutes or more, the route will be posted separately.

F. **Route Vacancy**

When a route becomes vacant or a new route is created during the school year, the route will be posted for three (3) days and will be offered on a seniority basis to transportation employees in the following rotation:

1. Regular Bus Drivers (internal transportation procedures)  
NOTE: As of May 1<sup>st</sup> if a route is vacant after the internal transportation procedure has been completed, the route will remain open for the duration of the school year.
2. Transportation Assistants and substitute bus drivers.

NOTE: Upon Board approval as a substitute driver, Transportation Assistants become eligible for the substitute driver rotation set forth below.

Seniority is determined by the official Board of Education substitute driver day of hire, date application received by the Personnel Department and a lottery.

3. If a route vacancy or new route is not filled by procedures outlined above, the route shall be posted in accordance with provisions in Article 14.
4. As an alternative to the above, management may decide to assign all or part of any vacated route to the routes of other drivers in the interests of efficiency or economy.

**39.02 Paid Time**

- A. Bid times established for all routes are estimates. Bid times, except as noted below, shall be guaranteed to be paid daily if all parts of the route are scheduled on that day. Guaranteed paid time will be calculated based on the following:

- Actual route bid time which includes fifteen (15) minutes pre-trip inspection for AM and ten (10) minutes pre-trip inspection for midday-PM and late run
- Twenty (20) minutes per workday (100 minutes per 5-day workweek) for traffic delays and routine maintenance, for example, fueling, bus cleaning.

Total paid time will be determined by adding route bid time and twenty (20) minutes per workday (100 minutes per 5-day workweek). Guaranteed paid time would not exceed forty (40) hours per week. Additional drive time, which exceeds guaranteed paid time, requires the supervisor's approval.

1. Route times and paid hours may be changed if all or a portion of the route is changed or eliminated due to unforeseen circumstances (e.g., elimination of a school or grade level, major program changes, changes in the days per week or year, changes in the starting and

ending times, changes in the holiday schedule, changes in the district-wide transportation policy, acts of God and other similar situations).

2. On Berea City School days when drivers/transportation assistants have only some schools in session, in order to be paid for full route hours, the driver/transportation assistant must be present, report to the transportation office, and be available for all of his/her route time. A driver/transportation assistant may select the option to do only the segment in operation for that day and earn the two-hour minimum guarantee or segment time, whichever is greater. On a non-school day for Berea City Schools, the driver/transportation assistant will earn the two hour minimum guarantee or segment time, whichever is greater. An absent driver/transportation assistant on these days will be paid for the two-hour minimum guarantee time both AM and PM.
  3. Those drivers/transportation assistants who are affected by early release days will be paid for additional time worked.
  4. Bus Drivers/transportation assistants who bid a special-needs route are subject to changes in hours, dates, etc., as the students assigned to their routes and the special-needs routes as a whole, change. Drivers/transportation assistants will maintain bid hours as established during route bidding.
- B. Drivers and transportation assistants shall receive no less than two (2) hours pay in the morning, two (2) hours pay for the midday and two (2) hours pay in the afternoon as long as the driver or transportation assistant has a regular route in each segment.
- C. Drivers and transportation assistants shall receive no less than one (1) hour pay for late runs as long as the driver or transportation assistant has a regular route.
- D. All routes will be reevaluated in mid-October of each year and scheduled hours will not be reduced more than fifteen (15) minutes.

After the October adjustment, sometimes actual route times may be longer or shorter than the posted route times. When the driver/transportation assistant or supervisor has observed the route time to be consistently longer or shorter than the posted route time by fifteen (15) or more minutes for a period of twenty (20) days, the driver and supervisor shall discuss the route time. For a period of not more than ten (10) workdays, the supervisor shall observe the route, provided that the route time is found to be consistently longer or shorter than the bid hours, the regularly scheduled hours shall be adjusted. The holiday, sick leave and personal leave status shall change together with eligibility for insurance benefits, if applicable.

- E. During the school year the Transportation Supervisor, within the parameters set forth in this section, may adjust routes, stops, destinations and itineraries as needed to reflect changes from anticipated student loads, to adjust for safety and road conditions and to make other adjustments to accommodate the educational program.
- F. If a midday/late-run does not go out or is shortened by student absence on any regularly scheduled day, drivers/transportation assistants who elect to receive their normal pay must report at their regular time to be available to drive/aide another run. This includes special runs. Drivers/transportation assistants are required to let the supervisor or designee know of their availability. This assignment will be made prior to the scheduling of midday/late-run substitutes.
- G. A transportation employee who works in two (2) job classifications should refer to Articles 10.02 and 11.03.

**39.03 Midday and Late Routes - Substitute Procedures**

- A. All eligible drivers will be surveyed at route bidding to determine if they are willing to accept midday/late route work. Drivers/transportation assistants can sign up or be removed from the list at any time by notifying the Transportation Supervisor in writing. The midday/late route list is a seniority

list of eligible drivers/transportation assistants willing to substitute on midday/late routes. The most senior driver/transportation assistant is offered the first midday/late route available, the second most senior driver/transportation assistant is offered the next midday/late route and so on down the seniority list, on a rotating basis. The Transportation Supervisor shall assign midday/late routes received before 7:30 AM in time of departure order. The Transportation Supervisor shall assign midday/late routes received after 7:30 AM in the order in which said routes are received.

- B. All drivers/transportation assistants have the opportunity to refuse any midday/late route that is offered. Such a refusal shall cause the driver/transportation assistant to lose his/her turn in the current rotation.
- C. Once a driver/transportation assistant has worked a midday/late route he/she shall remain the substitute driver/transportation assistant on that midday/late route for five (5) days, or until the regular driver/transportation assistant returns or the substitute driver/transportation assistant chooses to be removed, or service is broken due to absence.
- D. Drivers/transportation assistants who are substituting on midday/late routes may continue to drive field trips and return to midday/late route substituting on the same route.
- E. Midday and Late Routes - Substitute Procedures
  - 1. Midday Runs  
When a driver/transportation assistant of a midday is absent for five (5) consecutive work days, that run will be offered to the most senior person on the "midday sub list" who does not have a regular midday, and proceed down the list from that point. If that person refuses, the run will be offered to the next most senior person and so on down the list as long as it does not interfere with their regular weekly route and it does not put them into an overtime situation. (Field trip time is not counted in the overtime calculation.)
  - 2. Late Runs  
When a driver of a late run is absent for five (5) consecutive work days, that run will be offered to the most senior person on the "late run sub list" who does not currently have a late run. If that person refuses, it will be offered to the next most senior driver and so on down the list as long as it does not interfere with their regular weekly route and it does not put them into an overtime situation (field trips excluded).
  - 3. Vacant Midday and Late Runs  
When a midday/late run is vacant, that run will be offered to the most senior person on the "midday sub list/late run sub list" who does not have a regular midday/late run, and proceed down the list from that point. If that person refuses, the run will be offered to the next most senior person and so on down the list as long as it does not put the driver into an overtime situation. (Field trip time is not counted in the overtime calculation.)
- F. Drivers who accept a posted field trip will not be offered a midday if it conflicts with the posted time of the trip unless the mid-day exceeds the field trip by 15 or more minutes.
- G. Drivers next in line shall be notified as soon as possible of the midday/late route on which they are being asked to substitute. The following procedure shall be used:
  - 1. Ask drivers when they punch-in before their routes begin or when they return from their routes.
  - 2. By using the two-way radio during the morning route.
  - 3. Contact the drivers by phone-
  - 4. A copy of the midday/late route substitute rotation list will be available in the office.

**39.04 Extra Work Within the School Year**

- A. Defined as work that becomes available outside of the driver's/transportation assistant's regularly scheduled hours.
- B. This work shall include duties which require a CDL: moving buses, delivering buses, vehicle washing, early release days, high school exam days, available routes when Berea City Schools and/or out-of-district schools are not in session.  
  
Selection will be based upon employee sign-up sheet in the Transportation Office, availability and seniority. Available drivers/transportation assistants without conflicting routes/route times will be given first consideration for available routes, when possible.
- C. For all other extra work during the school year, the interview process will be used when there is a vacancy. The interview team will consist of two (2) OAPSE 473 members and two (2) administrators. The interview team will select one (1) individual and one (1) alternate who will be available to perform this extra work throughout the school year.
- D. If a job is posted for a driver trainer, the interview process will be used. The interview team will be made up of two (2) OAPSE transportation members and two (2) administrators.

**39.05 Work During the Summer Months**

- A. Summer Employment Process Guidelines
    1. Summer job bidding shall be no later than the Tuesday of the last full week in May.
    2. Routes that extend six (6) or more days beyond the regular Berea City School District school year will be posted and considered part of the summer bid.
    3. All known summer jobs shall be posted in the Transportation Office at least three (3) workdays prior to job bidding. Interested employees may submit their request for summer employment on the appropriate form at any time during this three-day posting period.
    4. On the day of summer job bidding, Transportation Employees who have submitted a written request and meet the job criteria, shall select a summer job(s). The most senior transportation employee shall make their selections in a seniority rotation until all posted jobs are filled. Current transportation seniority will be used not District seniority.
- NOTE: All summer job candidates must have had a regular route during the preceding school year.
5. Prior to the beginning of each summer session, where there are multiple routes going to the same building, all employees will meet with the Supervisor of Transportation to select individual routes by seniority rotation.
  6. Employees must be committed and medically able to work the scheduled job dates.
  7. If a posted summer job becomes available after the summer job posting/bid procedure has been conducted, it will be offered to the most senior employee who applied but did not receive that position.
  8. If a new summer job becomes available, it will be offered to the most senior qualified employee who applied for a summer job.
  9. Transportation Employees who want a summer job, but were unable to attain one in the bidding process, will be placed on a summer job substitute list.
  10. Summer clerical assignments need office skills, computer routing skills, flexibility, people skills and a knowledge of transportation routing.

11. Applicants whose weekly hours would exceed forty (40) shall not be considered. The rate for this work shall be determined by the Board. Regular driver rates will be in effect on routes that transport students.
  12. Summer employees may accept field trips that do not conflict with regularly scheduled work hours.
- B. Summer Job Proxy Procedure
1. If an employee is absent during the summer job bidding procedure, the employee may have designated a proxy, which will enable that individual to select a summer job for the absent employee.
  2. If an employee is absent from the summer job bidding procedure for any reason and has not made arrangements for a proxy bid, the employee's name will be moved to the end of the summer job bid list.
- C. Summer work assignments that need to extend beyond the first five (5) school days will be mutually agreed upon by the transportation supervisor and Local 473 President. Any summer work employee who works during this period will be paid his/her regular rate of pay.
- D. Summer Field Trip Assignments
1. Assignments will be filled by employees signing up on appropriate forms.
  2. The continuous seniority rotation process will be used.
  3. CTD's and make-ups will not be given.
  4. Phone calls to schedule trips will be made on weekdays between 8:00 AM and 10:00 AM. Calls for "super emergency" field trips made after 10:00 AM will not be made from the field trip rotation list.

**39.06 Field Trips**

- A. Types of Field Trips
1. An extended field trip is any field trip that returns after 1:45 p.m.
  2. Split Field Trips are field trips scheduled on the same day. Split Field Trips occur when students are dropped off at a specific destination point and the bus returns to the Berea City School District after the drop off. A bus is then scheduled at a later time to return to a specific destination to pick up the students. This split drop off/pick up is considered one (1) field trip for posting purposes. Split field trips are paid a minimum of two hours for drop-off and a minimum of two hours for pickup.
  3. Emergency Field Trips are created either by a driver's cancellation or an unexpected field trip request called in by a school.
  4. Super Emergency Field Trips are field trips that need to be assigned with less than two (2) hours notice during school days. All weekend and 12-month paid holidays will be considered Super Emergencies. A driver can only have one super emergency field trip per school year until an entire rotation has been completed. Staffing of "super emergency" field trips will not be subject to the grievance procedure. The assignment of a "super emergency" field trip will be communicated to the President of Local 473 and/or the field trip committee.
  5. Late Field Trips occur when a field trip request form is received by the Transportation Office after the trips for the week have been posted.
  6. Overnight Field Trips will be paid driving time plus one (1) hour after drop off and one (1) hour before pick up, and will include payment for meals and lodging. Drivers/transportation assistants will not be CTD for Overnight Field Trips due to a conflict with their route.



B. Eligibility

1. To be eligible to participate in the assignment process for field trips, the Bus Driver/transportation assistant must have been assigned to a route with the Berea City School District Transportation Department for sixty (60) working days. Drivers must have one year of bus driving experience and one (1) shadowing field trip experience.  
  
The sixty (60) working days provision will be waived for any Bus Mechanic and/or Mechanic Helper who has been employed at least one year in the classification and is reclassified as a Bus Driver assigned to a regular route.
2. Bus Drivers/transportation assistants who drive special-needs routes and/or vehicles will not be assigned field trips that interrupt their routes. The drivers will be given a CTD and assigned the next trip that does not interrupt their special routes. (Except Overnight Field Trips see 39.06A6.)
3. All eligible employees will be surveyed at route bidding time to determine if they are willing to accept field trips. Eligible employees may sign up or be removed from the list at any time by providing written notification to the Transportation Supervisor.
4. When a school requests that the Transportation Department provide an assistant to accompany a physically challenged student on a field trip, the Transportation Department, when possible, will assign a transportation assistant based on a seniority rotation. The Transportation Assistant will receive his/her regular rate of pay.
5. A rehired employee who had previously terminated his/her employment shall be considered as a new employee for the purpose of field trip eligibility.
6. The Supervisor of Transportation may use other drivers/transportation assistants employed by the Berea City School District Transportation Department when all eligible drivers are unavailable.

C. Method of Assignment

1. The Field Trip Assignment Sheet is a seniority listing of drivers/transportation assistants willing and eligible to accept field trips. The most senior driver/transportation assistant is offered the first pre-numbered field trip in the file. The second most senior driver/transportation assistant is offered the next field trip and so on down the seniority list on a rotating basis. Make-ups and unfilled CTD's will be assigned the next available trip which may alter the rotation sequence.
2. The following abbreviations are used on the Field Trip Assignment Sheet:  
LR Late Received Field Trip: A request received after initial posting  
MC Make-up Cancellation: A trip assigned after a previous field trip was canceled by the school or because of a change in the date of field trip  
NS No Signature  
R Refused  
X Extended Field Trip  
E Emergency Field Trip  
CTD Conflicting Times and Dates (Special Route Vehicle Conflicts)  
RDA Refusal Due to Absence
3. Any unclear situations involving field trip assignments shall be directed to the Transportation Supervisor/Designee and/or Field Trip Committee.

D. Postings

1. All field trips will be posted on one (1) field trip list.
2. Requests for field trips are electronically logged, after approval, at the transportation office. They are filled by:

- a. Date of the trip
    - b. Electronically assigned Trip Tracker Field ID Number
  - 3. Each Tuesday by 10:00 AM barring emergency, the initial field trip assignment sheet will be posted for the following week. (This day may vary on occasion due to a Monday or Tuesday holiday.)
  - 4. Every effort will be made to minimize errors in the field trip posting procedure. Should a procedural error occur, the President of Local 473 and the Supervisor of Transportation/ Assistant Supervisor of Transportation will meet to mutually resolve the issue.
  - 5. An on-going effort will be made by the Supervisor of Transportation to meet with the Field Trip Committee for the purpose of reviewing field trip procedures.
  - 6. Drivers/transportation assistants will be removed from the field trip "board" for extended personal and/or sick leave; and will be returned to the field trip board upon conclusion of the leave or upon furnishing a doctor's back-to-work release.
- E. Acceptance or Rejection
- 1. A driver/transportation assistant must indicate whether he/she accepts or rejects a field trip at or before 10:00 AM of the next scheduled workday by signing the field trip assignment sheet. Refused field trips will be assigned to the next eligible driver. Failure to sign (accept or refuse) within the time listed is considered a refusal.
  - 2. A driver/transportation assistant who finds that he/she must refuse a field trip after accepting it must complete a field trip refusal form and submit the form to the Transportation Office as soon as the cancellation is known.
  - 3. Field Trip assignment sheets shall remain posted in the Transportation lounge area until the trip date has passed.
  - 4. Failure to report for an assigned field trip on two occasions during the school year shall cause the driver/transportation assistant to be removed from eligibility for a period not to exceed ten (10) working days. This does not preclude other disciplinary action from taking place.
  - 5. Second and all subsequent postings (including those received late) will be posted starting with Wednesday by 2:00 PM, barring emergency. All subsequent posting will be posted in order of the number stamped on the field trip form and assigned in the following order:
    - a. refusals
    - b. received late
  - 6. All eligible drivers/transportation assistants have the opportunity to refuse any field trip that is offered. Such a refusal causes the driver/transportation assistant to lose his/her turn in the current rotation, but not in future rotations.
  - 7. No driver/transportation assistant may trade his/her field trip assignment.
  - 8. If for any reason the date is changed for a field trip after the initial posting and the driver is unable to take the trip after the change, he/she will receive a posted make-up field trip in seniority order.
  - 9. Drivers/transportation assistants who accept and later refuse a field trip three (3) consecutive times shall be ineligible to participate in the field trip rotation for ten (10) working days. Upon return to eligibility their regular position in the rotation is resumed.
  - 10. If the driver/transportation assistant next in line does not receive a field trip because of a conflict with the time or dates of a previously accepted field trip, the next available driver will be given the field trip. The next field trip will be offered to the driver/transportation assistant

who was passed over. CTD will also be given to drivers/transportation assistants who are asked to participate in previously scheduled district committee meetings.

11. Emergency field trips are assigned by seniority to the next driver/transportation assistant in rotation on the emergency list. Emergency field trips do not qualify for CTD.
12. A driver/transportation assistant receiving an emergency field trip does not lose his/her turn in the regular rotation. An "E" is listed next to the driver's/transportation assistant's name to identify who received the Emergency Field Trip. A driver/transportation assistant who has already accepted a field trip cannot be assigned an emergency field trip that occurs at the same time.

F. Payment

1. The per-hour wage for field trips, driving time and time at the field trip site, shall be paid at the Driver's/transportation assistant's regular rate of pay.
2. If a driver/transportation assistant goes from the route directly to a field trip, the driver/transportation assistant is paid the guaranteed time for that route and is paid for the field trip beginning with that ending route time.
3. If a field trip is canceled after the driver has punched in per F-7 the driver/transportation assistant will be paid a minimum of two (2) hours and the driver/transportation assistant will not be reassigned a field trip because of a cancellation.
4. If a field trip is canceled prior to punch in per F-7 the driver/transportation assistant will be assigned a make-up field trip. This does not apply to an emergency field trip.
5. Bus Drivers/transportation assistants who accept an extended field trip that returns after the Driver's PM route begins will be available to work and be paid until 4:30 PM.
6. All weekday field trips which return early resulting in fewer hours than originally scheduled will be paid a minimum of two (2) hours from the posted starting time.

Exceptions to the above:

- a. A driver/transportation assistant is able to complete a field trip in less than two (2) hours prior to beginning his/her regular route.
  - b. When a takeover occurs (AM/PM), then a driver/transportation assistant will be paid from his/her punch-out time of his/her regular route to the conclusion of the field trip or the two (2) hour guarantee from time of posting, whichever is longer.
7. Payment for non-school day field trips which return early resulting in fewer hours than originally scheduled will be paid according to the following scale:

Scheduled Hours	Paid Minimum Hours
Less than 6	2
6-8	4
Greater than 8	6

If a field trip is cancelled after the driver/transportation assistant has clocked in (per F-7) the driver will be paid a minimum of three hours and the driver will not be re-assigned a field trip because of the cancellation.

8. Field trips that originate at the Transportation Department shall include ten (10) minutes of pre-trip inspection and prescribed travel time allotted to the school. Field trips which end at the Transportation Department shall include the allotted travel time back from the school to the Transportation Department and ten (10) minutes of clean up.

9. Should a field trip exceed the posted hours, the driver/transportation assistant will be paid the per-hour rate for the time worked.

G. General Guidelines

1. Upon return to the school, each driver with a field trip must have the school adult representative sign the Field Trip Request Form and list the exact time of return to the school.
2. Drivers/transportation assistants shall remain with the bus or accompany the students into the site of the field trip.
3. During the time a driver/transportation assistant is not operating the bus with students aboard, he/she will assist with supervision in an emergency situation.
4. Drivers/transportation assistants may not, except as noted below, leave the destination of the field trip.

Exception: Drivers/transportation assistants who participate in a field trip after their PM route or combination of PM route/field trip of four (4) or more hours duration shall be entitled to a thirty (30)-minute meal break. (This meal break shall be on the bus or at the site of the field trip.) However, should the driver/transportation assistant be able to secure private transportation, the driver/transportation assistant shall be entitled to a thirty (30) minute break away from the field trip site. If the field trip is out of district and involves more than one (1) bus and private transportation cannot be secured for a meal break, one (1) bus only will be allowed to leave the site for lunch/dinner break.

5. The driver(s) /transportation assistant(s) shall schedule the meal break with the school appointed adult representative and shall at all times keep the school appointed adult representative informed of the driver's location. The length of the meal break may vary due to the availability of facilities.

**39.07 Re-certification of School Bus Drivers, Mechanics and Mechanic Helpers**

All school Bus Drivers in the State of Ohio must successfully complete the requirements to obtain a new Ohio School Bus Driver Certificate every six years. A new certificate will be issued upon the successful completion of the following state requirements:

1. Nine (9) hours of Ohio Pre-Service School Bus Driver Training classroom instruction
2. A prescribed thirty (30) hour driving performance evaluation and review.

A Bus Driver who has been granted a new certificate and can demonstrate successful participation in one or both of the above-required programs will receive the following stipend:

1. For successful completion of nine (9) hours Pre-Service School Bus Training Class: Stipend \$100.00.
2. For successful completion of a driving performance evaluation and review: Stipend \$300.00.

NOTE: New Ohio Bus Driver Certificates can be obtained through alternative programs, which are not eligible for the above stipends.

**39.08 Transportation Guidelines**

- A. General Transportation Department directives will be posted prior to implementation unless emergency exists. See Article 36.
- B. Drivers/transportation assistants who have down time on the clock will be assigned to various assignments (i.e. routes) as time and need permits.

- C. Each CDL holder must pass his/her mandatory state physical examination. Each participant will be compensated one hour at his/her hourly rate.
- D. Bus Drivers and Transportation Assistant must be released from all medical restrictions to be eligible to participate in route bidding.
- E. All mandatory meetings required by the Transportation supervisor will be paid at the employee's regular rate of pay.

**39.09 Transportation Building Committee**

- A. A Transportation Building Committee will be established yearly. This committee will be a vehicle to promote and encourage staff involvement, site-based decision-making and continuous improvement. It shall meet at least once a month during the school year to discuss problem solving, make decisions on matters as prescribed in the contract concerning department operations, policies and programs. All issues brought to the Building Committee will be subject to the problem solving process. The committee will not deal with issues listed in Transportation Department employees' job descriptions.
- B. Members: The Transportation Department Committee will include: Transportation Supervisor, OAPSE Local President or designee, administrative assistant and at least two (2) Local 473 drivers/transportation assistants and a mechanic. To insure that the committee is functioning effectively, the designated district administrator will provide orientation, support and assistance. The committee or the supervisor may request the participation of a resource person at any session.
- C. Agenda: The agenda for the committee meetings shall include items provided by the Supervisor or Assistant Supervisor and the OAPSE members. Neither party may veto the other's agenda item(s). The agenda shall be provided to committee members and will be posted twenty-four (24) hours in advance of a meeting.
- D. Minutes: The minutes of the meetings will be jointly discussed and written by the supervisor and the recording secretary. Minutes will be made available to all Transportation employees.
- E. Meetings: Meetings will not be scheduled during a driver committee member's regularly scheduled route. Scheduling exceptions can be determined by the committee.
- F. Payment: Drivers/transportation assistants will be paid regular rate of pay for Transportation Building Committee time.

**39.10 Transportation Health Examinations**

- A. Health examinations required by the Board of Education as a condition of employment or continued employment will be paid for by the Berea Board of Education if the employee has said examination by a Board-appointed physician.
- B. If the employee is found to be unable to continue their employment due to the medical findings of a Board-ordered physical, the employee shall be eligible to apply for Worker's Compensation, a leave of absence, or the use of accumulated sick leave.
- C. Employees may also seek a second opinion for all Board-required physicals (except for transportation employees who shall be subject to the guidelines developed by the Ohio State Department of Transportation). Such a second opinion shall be at the employee's own expense, provided it is not covered by the employer-provided insurance. Should the employee's own physician dispute the findings of the Board's physician, the Board and the employee shall select a third impartial physician whose findings are conclusive, with regards to the employee's ability to carry out his/her job functions as outlined in the employee's job description.
- D. If the employee desires to have the required physical examination performed by a physician of his/her own choice, the employee will pay for said examination.

- E. This provision does not abrogate the Board of Education's right of requiring an employee to be examined by a physician of the Board of Education's choice.
- F. If a Bus Driver/transportation assistant fails to pass the medical examination required to drive a bus because of some permanent medical condition, he/she will be given medical consideration as outlined in Article 14.03.

## **ARTICLE 40 – TRANSPORTATION DEPARTMENT SUBSTANCE ABUSE TESTING POLICY/PROCEDURES**

### **40.01 Transportation Department Employees**

- A. The Berea Board of Education will establish a drug and alcohol abuse testing policy and implementation procedures for regular and substitute Transportation Department employees who hold a CDL license. This policy and procedures will be in compliance with the rules and regulations established by the Omnibus Transportation Employees Testing Act of 1991 and all other related State and Federal mandates which went into effect January 1, 1995.
- B. It is understood by the Berea Board of Education and the OAPSE Local that the implementation of this policy as related to wages, hours and working conditions is to be agreed upon by both parties and is subject to all contractual rights as outlined in the OAPSE Contract.
- C. Discipline resulting from a violation of the drug and alcohol testing policies will be subject to the grievance and arbitration procedures as outlined in the OAPSE Contract.

### **40.02 Background**

- A. This Alcohol and Drug Testing Policy and Procedures were developed in response to the Federal Highway Administration's final rule on alcohol and controlled substances testing of commercial motor-vehicle drivers, as amended in 59 Federal Register 7484 issued February 15, 1994 (49 CFT Part 382).
- B. All employees subject to this policy remain subject to all other policies regarding the use and/or possession of alcohol and controlled substances in the work place. These employees also remain subject to all other relevant federal, state, and local laws and regulations, including the Driver Disqualifications and Penalties (49 CFT Parts 383 and 391).
- C. All alcohol and controlled substance testing procedures will be conducted in accordance with the Department of Transportation's work place Drug and Alcohol Testing Programs, as amended in 59 Federal Register 7340, issued on February 15, 1994 (49 CFT Part 40).

### **40.03 Transportation Department Drug and Alcohol Policy**

- A. In compliance with the rules and regulations established under the Omnibus Transportation Employees Testing Act of 1991 and all other federal and state mandates, the Berea City School District Board of Education will institute a drug and alcohol testing program for all regular Transportation employees and substitutes who hold a CDL license. These employees will be referred to as "driver" within the text of this policy.
- B. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to the district to drive a commercial motor vehicle.

### **40.04 Drug/Alcohol Testing Requirements**

The Department of Transportation rules implementing the 1991 Omnibus Transportation Employees Testing Act requires school districts to conduct pre-employment/pre-duty, reasonable suspicion, random, and post accident alcohol and controlled substance testing of each applicant for employment or employee who is required to hold a CDL as a condition of employment. School districts with employees holding CDL's must comply with all laws.

The purpose of implementing the controlled substances/alcohol testing programs for school districts is to help prevent accidents and injuries resulting from the illegal use of controlled substances/alcohol by employees who are employed in safety-sensitive functions including:

- a. All time inspecting equipment as required or inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- b. All time spent at the driving controls of a commercial motor vehicle in operation.
- c. All time, other than driving time, in or upon any commercial motor vehicle.
- d. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- e. All time spent by the driver performing functions related to accidents.
- f. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### **40.05 Drug Tests**

No driver shall be on duty and possess, be under the influence of, or use any of the drugs, including, but not limited to those listed below.

Drug tests will be conducted on urine specimens, which will be analyzed for the following drugs:

- |                  |                               |
|------------------|-------------------------------|
| 1. Marijuana     | 4. Opiates (including heroin) |
| 2. Cocaine/crack | 5. Phencyclidines (PCP)       |
| 3. Amphetamines  | 6. Any controlled substance   |

#### **40.06 Drug Testing Procedures**

Drug testing is conducted by analyzing a urine specimen. The driver provides a urine specimen in a location that affords privacy. After the donor has provided a urine sample, a collection site person is required to split the sample into two specimen bottles. Following completion of a chain of custody form, the collection site person ships both bottles to a U.S. Department of Health and Human Services (DHHS) certified lab for analysis. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. Only the primary specimen bottle is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a second opinion.

All drug test results are reviewed and interpreted by a physician, also known as a Medical Review Officer (MRO) before they are reported to the school district. If the lab reports a positive result to the MRO, the MRO contacts the driver (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug, the drug test result is reported as negative to the school district. If a driver tests positive, he/she must be removed from all safety-sensitive duties. The removal cannot take place until the MRO has interviewed the driver and determined that the positive drug test resulted from the unauthorized use of a controlled substance. The driver cannot return to his/her position until he/she has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation, and has a negative test result on a return-to-duty drug test. The district may implement follow-up testing procedures to monitor the employee's continued abstinence from drug use.

#### **40.07 Alcohol Testing Requirements**

Eligible drivers are prohibited from the use of alcohol that could affect performance of Bus Drivers including:

- a. Use of alcohol or controlled substance while on the job
- b. Use of alcohol during the four (4) hours before driving a bus
- c. Possession of alcohol while on duty or operating a commercial motor vehicle
- d. Having prohibited concentrations of alcohol in the system while driving a bus
- e. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first.
- f. Refusal to take a required test
- g. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs), or if the driver tests positive for controlled substances.

The school district has the legal requirement to implement and enforce alcohol-testing regulations. The district must require the following testing:

1. Pre-employment
  2. Reasonable suspicion
  3. Random
  4. Post-accident (See Article 40.09 B.)
- h. Return to duty
  - i. Follow-up: An evidential breath-testing device (EBT) will be used for alcohol testing.

NOTE: A driver is required to report the use of any prescription or nonprescription use of medicines containing alcohol or controlled substances.

#### **40.08 Alcohol Testing Procedure**

The alcohol testing procedure requires the use of a federally approved evidential breath-testing device (EBT). Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A screening test will be conducted first. Any result more than 0.00 alcohol concentration is considered a "positive" test. If the alcohol concentration is 0.00, a second confirmation test must be conducted. All procedures, forms, equipment, and testing personnel must meet legal standards and requirements. Testing sites must be private and secure to insure reliable results. If a driver's alcohol concentration is greater than 0.00 but less than 0.04, the driver will be removed from his/her driving responsibilities for a minimum of twenty-four (24) hours or until a retest shows the alcohol concentration is less than 0.00. If the driver's alcohol concentration is at or above 0.04 (legal limit 0.08), he/she will be removed from his/her job and cannot return until he/she has undergone evaluation and any necessary rehabilitation, and has successfully passed a return to duty breath test. Drivers in this category must submit to six (6) unannounced follow-up tests within the next twelve (12) month period.

An employee who does not provide enough breath for the test is sent to a physician who evaluates the employee's medical ability to provide an adequate amount of breath. If the doctor is unable to find a medical explanation for the employee's failure to provide enough breath, the employee will be considered to have refused to take a test, which is prohibited in these rules. If the employee is unable to provide an adequate amount of breath due to a verified medical condition, a blood alcohol test will be administered.



#### **40.09 Required Drug/Alcohol Tests**

The Department of Transportation regulations require that the school district institute the drug/alcohol testing requirements at the following times:

- A. **Pre-employment Testing**  
As part of the pre-employment screening process, a candidate for a Transportation Department position requiring a CDL will undergo a drug and alcohol test, which meets all Federal standards. The employment candidate must successfully pass both tests before the Board of Education will consider an employment recommendation. Exceptions to this regulation can be made if the employment candidate has participated in a drug/alcohol-testing program within the previous twelve (12) months, which meets all Federal guidelines.
  
- B. **Post-Accident**  
The school district is required to administer a drug and alcohol test when a Bus Driver is cited for a moving violation while driving in relation to an accident or when any person in an accident has been fatally injured. Testing may be required following all accidents. As soon as practical, but within no less than two (2) hours after the qualifying accident, the surviving driver shall be tested for alcohol concentration. Drug testing must be conducted within thirty-two (32) hours after the time of the accident. The district cannot require a controlled substance test after thirty-two (32) hours.  
  
If the driver leaves the scene of an accident before testing can take place or fails to remain readily available for testing, the district can deem that the employee refused to submit to the test. Such a refusal will be treated as if the driver had a verified "positive" drug test or had an alcohol test result of 0.04 or greater. On-site police or public safety officials may administer drug/alcohol tests in lieu of the school district.
  
- C. **Random Testing**  
The school district is required to administer unannounced drug/alcohol testing on a random basis. A scientifically valid method will be used for the district's random selection process. Alcohol testing will occur just before, during, or after driving a school bus. A driver may be randomly tested for controlled substance at any time. The random testing must be done each year according to Federal Guidelines.
  
- D. **Reasonable Suspicion Testing**  
When there is "reasonable suspicion" that a driver has violated the drug/alcohol misuse policy, the district will require a drug or alcohol test. A supervisor can determine reasonable suspicion and must document the grounds for reasonable suspicion within twenty-four (24) hours of the observed behavior or before results of testing are released whichever is later. The supervisor must base his/her decision that reasonable suspicion exists to require testing on specific observations that occur at a given time concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic drug or alcohol use and/or withdrawal effects of drugs/alcohol.
  
- E. **Return-to-Duty Testing**  
Prior to returning to duty, the district will require a driver who has violated the drug/alcohol rules to submit to a return-to-duty test. The results must indicate a negative result for drug abuse or a result of 0.00 on an alcohol test. (Also see Referrals, Evaluations, and Treatment.)
  
- F. **Follow-Up Testing**  
If a substance abuse professional (SAP) determines that a driver needs assistance resolving problems related to drug/alcohol use, the district will implement unannounced follow-up testing following the driver's return to duty. The number and frequency of the tests will be determined jointly between the district and the SAP, but must consist of at least six (6) unannounced tests during the first twelve (12) months following the driver's return to duty. Follow-up testing may be done for up to sixty (60) months.

#### **40.10 Referral/Evaluation/Treatment**

(See Board Policy.)

The district will advise a driver who engages in conduct prohibited by either the alcohol or controlled substance provisions of the available resources for evaluation and treatment of an alcohol/drug abuse problem. The school district is not obligated to advise a driver of evaluation and treatment available, if he/she refuses to submit to or fails a pre-employment test.

It is the responsibility of the substance abuse professional (SAP) to evaluate each driver who violates these rules to determine whether the driver needs assistance resolving problems associated with alcohol/drug abuse and refer the driver for any necessary treatments. Before returning to duty after a violation, each driver must undergo an applicable alcohol or controlled substance test with a result of 0.00 alcohol concentration and/or a verified negative drug test result. For a driver to return to duty following a drug test that results in a verified positive result, the driver must stop using drugs, be evaluated by a SAP, and take a return-to-duty drug test with a negative result. (See E. Return-to-Duty Testing and F. Follow-Up Testing above.)

Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Board's rules and regulations (other than prohibitions regarding drug and alcohol use) will not be suspended or discharged for revealing their drug and/or alcohol use. The employee will be referred to the Board's Employee Assistance Program and will be transferred to a non-safety-sensitive position, if one is vacant and such a transfer is not a contract violation. The employee would receive the rate of pay for such a position. If there is no vacant position, the employee shall use earned vacation time and/or earned compensation time, or be placed on an unpaid leave of absence for not more than two (2) years. The employee will be permitted to return to a safety-sensitive position only upon approval of a substance abuse professional, the MRO, and a negative alcohol/drug test result.

A driver who violates the terms of this policy and fails to satisfactorily participate in a rehabilitation program will be non-renewed, suspended or terminated in accordance with prescribed school district administrative regulations and procedures.

#### **40.11 Record Retention/Confidentiality**

The school district will implement strict confidentiality procedures for all drug and alcohol testing results and record maintenance.

Records will be placed in a secured access location within the district. Strict confidentiality must be observed by the district, the drug testing laboratory, and the medical review office (MRO).

Only school officials who are directly involved in matters related to this policy will have access to records. Test results will not be released to others without the express written consent of the driver.

#### **40.12 Random Drug/Alcohol Testing Procedure**

The Berea City School District will follow current federal guidelines.

Drug Testing - Drug testing may be performed at any time while the driver is at work. The driver may be doing clerical and/or mechanical repair duties at the time of notification by the supervisor or designee.

Alcohol Testing - A driver shall only be tested during driving time, or immediately prior to or immediately after driving time.

1. The selection of drivers shall be made by a computer-based random number generator using the employee's social security number.
2. Each driver shall have an equal chance of being tested each time selections are made.

3. Those drivers selected will be notified of their selection by the Supervisor or Assistant Supervisor of Transportation in a confidential manner at route punch-in time of the morning they are to report for testing.
4. Those drivers selected to participate in the testing procedure outside of their route times will be compensated a minimum of one hour at their hourly rates of pay.
5. In the event a driver, who is selected for a random test, is ill, on vacation, on leave, or absent for any reason, the selection will be kept confidential and will be announced to the driver upon his/her return.
6. If the driver is off work for an extended period, the driver will not be asked to submit to a test during this period.
7. The driver's name may be removed from the selection pool for that cycle during a period of extended absence. If this is done for drug testing and the driver is out of the program for more than thirty (30) days, the pre-employment testing provisions of this policy will apply.
8. If an invalid positive test, as determined by the MRO, results in the use of sick leave, loss of wages or field trip assignment, repayment of the above will be made to the employee.

**40.13 Provider**

The Berea City School District will contract with Southwest General Hospital to provide all services related to the implementation of the district's drug/alcohol testing policy. These services will be in full compliance with all rules and regulations in the Omnibus Transportation Employees Testing Act of 1991 and any related federal and/or state laws.

The provider will be responsible that all apparatus and procedures meet all Federal guidelines and comply with the school district's drug/alcohol testing policy.

The Berea City School District may change providers only after giving the OAPSE Local a thirty (30) day notice of the change.

**ARTICLE 41 - ASBESTOS REMOVAL**

- 41.01** No quantity of asbestos-containing pipe insulation or other asbestos-containing materials except floor tile removed by district employees following the Resilient Floor Covering Institute guidelines shall be removed or disturbed in District buildings and facilities unless the work is supervised by an individual certified as an asbestos abatement specialist in the State of Ohio and the work is performed by trained and qualified persons. The school district will provide OSHA Asbestos Class II RFCI Worker training for those employees that will remove floor tile.
- 41.02** All asbestos abatement work except floor tile removed by district employees following Resilient Floor Covering Institute guidelines shall be performed by contractors licensed to perform asbestos abatement work in the State of Ohio in accordance with "job specific asbestos abatement specifications" or the "Work Procedures for the Incidental Repair and Removal of Asbestos-Containing Materials."
- 41.03** In addition to these work procedures, all federal, state and local regulations must be complied with. Any work must be performed according to the strictest procedures that apply. Guidance for conditions not covered in the Work Procedures or regulations will be obtained from USEPA Publication No. 560/5-85-024, "Guidance for Controlling Asbestos-Containing Materials in Buildings." In addition, considerations such as building occupancy, work location, nature of the asbestos-containing materials or other factors may require alternate, more strict procedures.

- 41.04** If the proposed work involves drilling, sanding or otherwise abrading any quantity of fireproofing or other asbestos-containing materials which can result in the dispersal of asbestos fibers into the air, the work must be performed using temporary enclosures, special HEPA vacuum attachments to tools and/or negative pressure systems.

## **ARTICLE 42 - CONFLICT WITH LAW**

- 42.01** Any provisions of this Agreement found to be contrary to law, in violation of regulatory agency rules and regulations, or which are superseded by federal or state legislation, shall be renegotiated in accordance with provisions of this document.

## **LEGACY DOCUMENT**

This document reflects excerpts from the July 1, 2016-June 30, 2019 Agreement between the Berea Board of Education and the Ohio Association of Public School Employees, Locals 213, 473 656 that are no longer applicable. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow for this language to be placed back into the contract and be implemented.

### **5.12 Fair Share**

- A. *All classified personnel as defined in Article 1 - Recognition, of the contract, who are regularly scheduled to work fifteen (15) or more hours per week as of October 1, and have wages that can be calculated to be \$8,000 or more, from July 1 to June 30, will be assessed and required to pay to OAPSE through payroll deduction, a "fair share" payment. Superseding this "fair share" payment will be the payment of active membership dues to OAPSE. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Board of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Board to the Union in the same manner except that written authorization for deduction of fair share fees is not required.*
- B. *It shall be the responsibility of the Union to prescribe an internal rebate procedure to determine what rebate, if any, shall be made to service fee payers, which conforms to the provisions of Section 4117.09(c) of the Ohio Revised Code.*
- C. *The Union agrees that it will indemnify and hold the Board harmless from any claims, actions and demands by any employees or organization arising from the deduction of fair share fees made by the Board pursuant to this Article and to defend the Board in any such claims, actions and demands through attorneys selected by the Union. The Board agrees to accept attorneys selected by the Union for the defense of claims, actions and demands by any employees or organization arising under this Article.*

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**APPENDIX A – APPLICATION FOR USE OF SICK LEAVE FORM**

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_ Certified  
\_\_\_\_ Classified



**Berea City School District**

**APPLICATION FOR USE OF SICK LEAVE**

POSITION \_\_\_\_\_ Building \_\_\_\_\_

The undersigned states that he/she is making application to use sick leave as provided in Section 3319.141, Ohio Revised Code and that the use of this sick leave is justified for the following reasons:

- 1) \_\_\_\_\_ Personal Illness
- 2) \_\_\_\_\_ Personal Injury
- 3) \_\_\_\_\_ Illness/Immediate Family
- 4) \_\_\_\_\_ Injury/Immediate Family
- 5) \_\_\_\_\_ Pregnancy
- 6) \_\_\_\_\_ Temporary Disability
- 7) \_\_\_\_\_ Exposure to Contagious Disease
- 8) \_\_\_\_\_ Doctor Appointment

**NOTE:** If absent for five (5) or more consecutive days due to personal illness or injury, a statement from your doctor verifying that the employee is able to return to work must be attached.

- 9) \_\_\_\_\_ Facilitating adoption/guardianship process (can apply for up to 10 paid contracted workdays)
- 10) \_\_\_\_\_ Adoption or assuming guardianship (can apply for up to a total of 30 paid contracted workdays)

I request \_\_\_\_\_ day(s) of sick leave beginning at \_\_\_\_\_ on \_\_\_\_\_,  
(time) (day)  
\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_,  
(date) (time) (day) (date)

\_\_\_\_\_  
Signature Date

**FALSIFICATION OF THIS STATEMENT OR MISUSE OF SICK LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY O.R.C 3319.16, 3319.0 AND 124.38**

**APPENDIX B – APPLICATION FOR USE OF PERSONAL LEAVE**

Please PRINT \_\_\_\_\_

Last Name

First Name



Copies as follows: White to Personnel Yellow returned to bldg. payroll secretary Pink returned to employee	_____ Certified
	_____ Classified

**APPLICATION FOR USE OF PERSONAL LEAVE**

Employees may receive up to three (3) days of Personal Leave per year. Any unused Personal Leave from the school year (7/1 through 6/30) will be converted to sick leave and added to an employee’s accumulated sick leave total effective the following school year.

The reasons for the use of personal leave shall be defined as follows:

FUNERAL – to be used to attend the funeral of an individual outside the immediate family or for bereavement leave for the immediate family.

WEDDING – Immediate family, the employee (himself/herself) or when a member of the wedding party.

COURT APPEARANCE/LEGAL MATTERS – Serving as a witness, plaintiff, or defendant, court action, settlement of estate, etc.

FAMILY OBLIGATION – To attend to matters (graduation, honors, parent conferencing), when it cannot be arranged outside of the work day involving the immediate family as defined below: Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and custodial child.

HOME EMERGENCY – Involving potential or actual damage to home or property.

PERSONAL BUSINESS – Shall be defined as business of a personal nature which cannot be conducted before or after the work day, on weekends, or during vacation periods.

Limitations for the Use of Personal Leave

- Personal leave is limited to one (1) day before or after a holiday, spring break or winter break, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
- Personal leave may not be used on the first or last day of the school year for students.
- Personal leave may not be used for vacation or recreational activities.
- Personal leave may not be used for professional activities.

**Send to: Director of Personnel and Employee Relations**

Personal Leave is requested for (date): \_\_\_\_\_

I request \_\_\_\_\_ day(s) of personal leave beginning at \_\_\_\_\_ on \_\_\_\_\_,

\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_

Signature \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**FALSIFICATION OF THIS STATEMENT OR MISUSE OF PERSONAL LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY O.R.C. 3319.16, 3319.01, and 124.38.**



APPENDIX C – EDUCATIONAL REIMBURSEMENT FORM

BEREA CITY SCHOOL DISTRICT
EDUCATIONAL REIMBURSEMENT FORM
FOR CLASSIFIED EMPLOYEES

I, \_\_\_\_\_, request reimbursement for the following course:

Course Title (Attach course description from college catalog or brochure)

Name and Address of College/University/Institution where course was taken: \_\_\_\_\_

Cost per credit hour at this college/university/institution: \_\_\_\_\_

Beginning and ending dates of course: \_\_\_\_\_

During the calendar year: 2019 2020 2021 2022 (circle one)

This is my: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ (check one) course for which I am seeking reimbursement this calendar year.

Tuition Cost: \$ \_\_\_\_\_ Reimbursement requested: \$ \_\_\_\_\_

(Reimbursement cannot exceed cost of course. Please refer to OAPSE contract, Article 27.19 for details. Maximum reimbursement is \$440.00 for 4 credit/60 hour course.)

REQUIRED: Attach evidence of successful completion of the course or certification/training program, such as transcript or other official verification indicating credit or grade earned, and proof of payment.

Employee's signature

Date

Approved by:

Director of Personnel & Employee Relations

Date



**APPENDIX D – APPLICATION FOR ADDITIONAL TRAINING STIPEND**

**APPLICATION FOR ADDITIONAL TRAINING STIPEND**

(Employees shall request written approval from their supervisor, building administrator or Director of Personnel in advance of taking the training to ensure qualification for the stipend.)

\_\_\_\_\_  
Name Building

\_\_\_\_\_  
Position or Classification Date Request Submitted

I request that I be considered for the “Additional Training Stipend” under Article 27, Section 27.07 of the OAPSE Contract effective July 1, 2019.

A. Training or Course Title: \_\_\_\_\_

B. Training or Course Description: (attach brochure if available)  
\_\_\_\_\_  
\_\_\_\_\_

C. Number of Classroom Instructional Hours of Training: \_\_\_\_\_

D. Date(s) of Training Session(s): \_\_\_\_\_  
\_\_\_\_\_

E. Place and Address of Training or Course: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Cost to Employee of Proposed Training: \_\_\_\_\_

\_\_\_\_\_  
Employee’s Signature

.....  
**DO NOT WRITE BELOW THIS LINE**

Your request for this training is \_\_\_\_\_ approved \_\_\_\_\_ not approved for the following reason: \_\_\_\_\_

Supervisor/Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

If approved, you must submit evidence of successful completion to the supervisor whose name appears above. Whether approved or not, we hope you have a positive learning experience. If not approved, you may discuss the situation further with your supervisor or director.

**(Please forward immediately to the Director of Personnel and Employee Relations)**



**APPENDIX E – ACCESS TO PERSONNEL FILE**

**BEREA CITY SCHOOL DISTRICT**

Department of Personnel and Employee Relations

Access to Personnel File  
(other than Berea City School District Administration)

Date of Request \_\_\_\_\_ Time \_\_\_\_\_

Party Making Request for Access:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_

Employee Record to be Reviewed \_\_\_\_\_

Reason(s) for Access:

-----  
**FOR OFFICE USE ONLY**

Date Employee Contacted \_\_\_\_\_ Time \_\_\_\_\_

Employee Requests Presence: Yes \_\_\_\_\_ No \_\_\_\_\_

Employee Requests Representation: Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Representative \_\_\_\_\_

Date of Review \_\_\_\_\_ Time \_\_\_\_\_

Parties Present:

General Comments:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

One copy will be provided to the employee and one copy to the Director of Personnel and Employee Relations. All reviews will occur at the Administration Building.

**APPENDIX F – APPLICATION FOR USE OF COMPENSATORY TIME**

Complete four copies as follows:  
1 copy to Personnel  
1 copy attached to timesheet  
1 copy returned to building  
1 copy returned to employee

\_\_\_\_\_ Certified  
  
\_\_\_\_\_ Classified

Substitute Needed  
Yes  No   
Substitute Secured  
Yes  No

BEREA  
CITY  
SCHOOL  
DISTRICT



**APPLICATION FOR USE OF COMPENSATORY TIME**

*Certified employees see B.F.T. Contract, Article II, Sec. F, 7.  
Classified employees see O.A.P.S.E. Contract, Article 5.06 and 9.06*

Employee's Name: \_\_\_\_\_

Position: \_\_\_\_\_ Building: \_\_\_\_\_

Date/Time to be used for Compensatory Leave: \_\_\_\_\_  
Date Time

SCHEDULING OF CERTIFIED COMPENSATORY TIME IS SUBJECT TO AVAILABILITY OF SUBSTITUTES.

Reason for Compensatory Leave:  
(Circle One)  
→ Overtime  
→ Building Committee  
→ Other: (explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Classified Staff Only:  
Date of Overtime \_\_\_\_\_  
Amount of Overtime Hours \_\_\_\_\_  
Amount of Hours over 40 the week \_\_\_\_\_  
Amount of Compensatory Time due to Employees: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature/Date

\_\_\_\_\_  
Building Administrator's Signature/Date

Send to: Director of Personnel and Employee Relations  
TEACHERS MUST CALL THE PERSONNEL OFFICE TO REQUEST A SUBSTITUTE



**APPENDIX H – CATASTROPHIC LEAVE DONATION APPLICATION**

**BEREA CITY SCHOOL DISTRICT  
CATASTROPHIC/NON-CATASTROPHIC LEAVE DONATION APPLICATION**

TO: Members of OAPSE 213, 473, 656, BFT, BASA

FROM: Director of Personnel & Employee Relations

Approval has been granted for \_\_\_\_\_, to receive donations of sick leave under our catastrophic/non-catastrophic sick leave policy. The reason for the catastrophic/non-catastrophic leave is due to \_\_\_\_\_. If you would like to donate day(s), kindly complete the form below and return to the Personnel Department at your earliest convenience. Thank you.

-----  
NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER XXX-XX- \_\_\_\_\_  
(last 4 digits)

BUILDING \_\_\_\_\_ DATE \_\_\_\_\_

I agree to donate \_\_\_\_\_ day(s) of my accumulated sick leave as catastrophic/non-catastrophic leave for:

\_\_\_\_\_. I understand that I can donate up to a maximum of five  
(Name)

(5) days per request, and that any days used for this purpose will not be returned to me.

\_\_\_\_\_  
Signature of employee donating sick leave

-----  
Dear \_\_\_\_\_,

\_\_\_\_\_ days from your donation of \_\_\_\_\_ days have been used.

Those days used will be deducted from your sick leave accumulation. Our colleague in need appreciates your generosity.

\_\_\_\_\_  
Signature of Treasurer/Payroll Coordinator

\_\_\_\_\_  
Date

**APPENDIX I – COMPLAINT BY THE AGGRIEVED**

**Ohio Association of Public School Employees**

**BEREA CITY SCHOOL DISTRICT**

**COMPLAINT BY THE AGGRIEVED**

(Submit in triplicate to immediate supervisor)  
(TYPE OR PRINT)

Date of occurrence \_\_\_\_\_ Date filed \_\_\_\_\_

Name of Employee(s) \_\_\_\_\_ Building/Dept. \_\_\_\_\_

Date of Informal Level \_\_\_\_\_ Administrator at Informal Level \_\_\_\_\_

Representative at Informal Level \_\_\_\_\_

CONTRACT ARTICLE(S) or SECTION(S) VIOLATED: \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY-REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED

\_\_\_\_\_  
SIGNATURE OF LOCAL PRESIDENT

SUPERVISOR USE ONLY:

Date written grievance received: \_\_\_\_\_

Date of hearing: \_\_\_\_\_ (Scheduling of hearing must take place within five working days of receipt.)

Date of Step 1 hearing: \_\_\_\_\_ (Hearing must take place within ten working days of receipt of written grievance.)

Date of written reply: \_\_\_\_\_ (within five (5) working days of formal hearing)

## APPENDIX J – OAPSE GRIEVANCE TIMELINE

	<u>Timeline</u>	<u>Action</u>
<b>Alleged violation</b>		
Grievant	within twenty working days	request for informal meeting
Administrator	within ten working days	holds meeting with grievant to solve problem (not in writing at this point) resolution may or may not be achieved
<b>Grievant not satisfied</b>		
Grievant	within five working days	files IN WRITING on grievance form
Administrator	within five working days of receipt of written grievance	schedules hearing
Administrator	within ten working days of receipt of written grievance	formal hearing meeting takes place (STEP 1)
Administrator	within five working days of hearing	answers grievance in writing
<b>Grievant not satisfied – Appeal Level (STEP 2)</b>		
Grievant	within five working days of Step 1 answer	appeal in writing to Personnel Director
Administrator	within ten days of receipt of written appeal	holds meeting
Administrator	within ten working days of meeting	Personnel Director answers grievant in writing
<b>Grievant not satisfied</b>		
Grievant	within five working days	notify Director of Personnel in writing
Admin. & OAPSE	decision to proceed within five days	goes to problem solving step by mutual agreement
OAPSE/Grievant, Supt. & Per. Dir.	within fifteen working days	problem solving meeting held with everyone involved
Superintendent	within twenty working days	writes disposition
<b>Grievant still not satisfied</b>		
OAPSE may or may not pursue		
OAPSE	within fifteen working days	submits grievance to Dir. of Personnel for STEP 3 hearing meeting
	within thirty working days	OAPSE and Dir. of Personnel confer to request arbitrator
Arbitrator	FINAL DECISION	Everyone must accept Arbitrator's decision as final.

## APPENDIX K – INTERVENTION/IMPROVEMENT PLAN

### Intervention/Improvement Plan

**Statement of Purpose:** The purpose of the Intervention/Improvement Plan is to assist the employee in identifying the specific area(s) that need improvement and to offer the employee a means of support for improving job performance.

#### Plan Format

- I. Statement of issue(s)
  
- II. Goal(s)
  
- III. Action steps
  
- IV. Timeline
  
- V. Resources needed
  
- VI. Evidence of goal achievement
  
- VII. Employee comments
  
- VIII. Supervisor comments

---

Employee Signature

---

Date

---

Supervisor Signature

---

Date



Final Disposition:

Supervisor Comments:

Employee Comments:

---

Employee Signature

---

Date

---

Supervisor Signature

---

Date

**APPENDIX L – APPLICATION FOR USE OF NON-MEDICAL CUSTODIAL LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name

\_\_\_\_\_ Classified  
\_\_\_\_\_ Certified

**APPLICATION FOR USE OF NON-MEDICAL CUSTODIAL LEAVE\***

EMPLOYEE NAME \_\_\_\_\_

POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

\*Custodial care of immediate family members for non-medical reasons will be limited to five (5) days per school year (July 1<sup>st</sup> through June 30<sup>th</sup>). The first two days will be charged against the employee’s sick leave and the next three days will be charged against the employee’s accumulated personal leave or sick leave, the choice will be up to the employee which account, sick or personal leave, is to be debited.

I request \_\_\_\_\_ day(s) of non-medical custodial leave beginning at \_\_\_\_\_ on \_\_\_\_\_  
(time) (date)  
and ending at \_\_\_\_\_ on \_\_\_\_\_.  
(time) (date)

Charge the following date(s) and time(s) (.25, .5, .75, 1) against my **sick leave** balance:

Charge the following date(s) and time(s) (.25, .5, .75, 1) against my personal leave balance:\*\*

- \*\*The same limitations for the use of Personal Leave shall apply:
1. Personal leave is limited to one (1) day before or after a holiday, unless extenuating circumstances occur.
  2. Personal leave may not be used on the first or last day of the school year for students, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
  3. Personal leave may not be used for vacation or recreational activities.
  4. Personal leave may not be used for professional activities.

\_\_\_\_\_  
Signature Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF NON-MEDICAL CUSTODIAL LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16, 3319.01, AND 124.38

For Personnel Office Use:

This request for \_\_\_\_\_ days of non-medical custodial care will count toward your allocation of 5 days for the current school year (July 1<sup>st</sup> – June 30<sup>th</sup>). You have \_\_\_\_\_ days remaining for the current school year.

**APPENDIX M – REQUEST FOR USE OF RELIGIOUS LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_\_ Classified

\_\_\_\_\_ Certified POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**REQUEST FOR USE OF RELIGIOUS LEAVE**

Request must be received in the Personnel Office 1 month prior to the date of the religious holiday

Religious leave may be granted with pay, upon approval, to employees who must be absent from work on a religious holiday(s). A maximum of two (2) days per year may be granted upon request. The request for religious leave must be submitted in writing to the Director of Personnel and Employee Relations at least one (1) month prior to the day(s) requested. Religious leave when granted will not be deducted from the employee’s accumulated sick leave or from the employee’s three (3) days of personal leave.

I request religious leave to be used on \_\_\_\_\_ for the following religious holiday: \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature Date

FALSIFICATION OF THIS STATEMENT OR MISUSE OF RELIGIOUS LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16, 3319.01, AND 124.38

.....  
Request for use of religious holiday is:

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Director of Personnel & Employee Relations Date

If religious leave is denied, the employee may appeal the denial to the Superintendent and the OAPSE/BFT President. Their decision will be final and not subject to the grievance procedure.

**APPENDIX N – APPLICATION FOR USE OF BEREAVEMENT LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_\_ Classified

\_\_\_\_\_ Certified POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**APPLICATION FOR USE OF BEREAVEMENT LEAVE**

One (1) day of bereavement leave will be granted with pay due to a death in an employee’s immediate family as defined under Sick Leave. *This day will not be deducted* from the accumulated sick leave.

**Additional days** used for bereavement will be deducted from either the employee’s sick leave or personal leave. The choice will be up to the employee which account, sick leave or personal leave is to be debited.

***I request a bereavement leave day on \_\_\_\_\_ (date) due to the death of the following member of my immediate family:***

_____ Husband/Wife	_____ Child/Custodial child
_____ Mother/Father	_____ Mother/Father-in-law
_____ Grandmother/Grandfather	_____ Grandmother/Grandfather-in-law
_____ Brother/Sister	_____ Brother/Sister-in-law
_____ Daughter/Son-in-law	_____ Grandchild

Deduct the following **additional** date(s) and amounts (.25, .5, .75, 1) that I used for bereavement against my **sick leave** balance:

Deduct the following **additional** date(s) and amounts (.25, .5, .75, 1) that I used for bereavement against my **personal leave** balance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF BEREAVEMENT LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. 3319.16, 3319.01, AND 124.38

**APPENDIX O – ADVANCEMENT IN MAINTENANCE DEPARTMENT REQUEST**



**Advancement in Maintenance Department Request**

I request advancement to the position of \_\_\_\_\_ pursuant to Article 33.02 of the OAPSE contract.

I have served \_\_\_\_\_ years in the position of: (check one that applies):

\_\_\_\_\_ Assistant Head Skilled      \_\_\_\_\_ Maintenance #2      \_\_\_\_\_ Maintenance #1

<b><u>Applicable courses attended/on the Job Training</u></b>	<b><u>Hours</u></b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach copies of course completion certificates.

\_\_\_\_\_  
 Employee's Signature                                  Current Position                                  Date

For Supervisor's use:

Employee has demonstrated the necessary skills      \_\_\_\_\_ yes      \_\_\_\_\_ no

Employee has satisfactory evaluations      \_\_\_\_\_ yes      \_\_\_\_\_ no

\_\_\_\_\_ APPROVED (reclassification effective date: \_\_\_\_\_)      \_\_\_\_\_ NOT APPROVED

Supervisor's Comments:

  
  
  
  

\_\_\_\_\_  
 Supervisor's Signature                                  Title                                  Date

**APPENDIX P – ADVANCEMENT IN CUSTODIAL DEPARTMENT REQUEST**



**Advancement in Custodial Department Request**

I request advancement to the position of **Custodian #2** pursuant to Article 33.03 of the OAPSE contract.

I have served \_\_\_\_\_ years in the position of custodian.

I have obtained a Boiler Operator’s License. (attach a copy of current license)

<b><u>Applicable courses attended</u></b>	<b><u>Hours</u></b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach copies of course completion certificates.

_____	_____	_____
Employee’s Signature	Current Position	Date

For Supervisor’s use:

Employee has satisfactory evaluations      \_\_\_\_\_ yes      \_\_\_\_\_ no

\_\_\_\_\_ APPROVED (reclassification effective date: \_\_\_\_\_)      \_\_\_\_\_ NOT APPROVED

Supervisor’s Comments:

_____	_____	_____
Supervisor’s Signature	Title	Date

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