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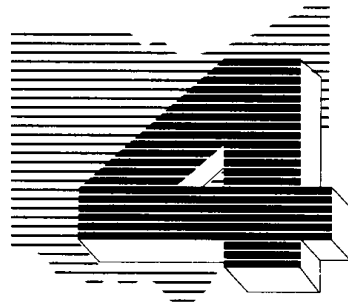
MASTER AGREEMENT

BETWEEN

**THE BELLAIRE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #250**



OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2019 through June 30, 2022

MASTER AGREEMENT

O.A.P.S.E.

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ARTICLE 1 - TERM

This agreement, by and between the Ohio Association of Public School Employees, AFSCME, AFL-CIO and its Local No. 250, hereinafter referred to as the Union, and the Bellaire Local School District Board of Education, hereinafter referred to as the Board, shall be in full force and effect for three (3) years beginning July 1, 2019 through June 30, 2022.

ARTICLE 2 - NONDISCRIMINATION

The provisions of this agreement shall be applied to all members of the bargaining unit without regard to race, color, religion, sex, age, national origin, or handicap.

ARTICLE 3 - RECOGNITION

- 3.1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed who are eligible to be members of the hereinafter described bargaining unit.
- 3.2 The Union recognizes the Board as having the sole responsibility for the management and control of all public schools within its district and all personnel within the district, and in exercising such responsibility may make such rules, regulations and policies not in conflict with this agreement which, directly or indirectly:
- a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, or any school within the district, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate, and hire employees;
 - c. Maintain and improve the efficiency and effectiveness of its operations, or any school within the district;
 - d. Determine the overall methods, processes, means, or personnel by which its operations, or that of any school within its district, are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Determine its overall mission as a unit of government;
 - h. Effectively manage the work force;
 - i. Take actions to carry out its mission as a government unit.

3.3 The bargaining unit is defined as all regular non-teaching employees, with the exception of:

- a. Supervisor of Building Operations;
- b. Supervisor of Housekeeping;
- c. Supervisor of Transportation;
- d. Cafeteria Supervisor;
- e. Treasurer/CFO of the Board and his or her Assistants;
- f. Secretary to the Superintendent and Secretaries in the Central Office;
- g. EMIS Secretary;
- h. Technology Assistant;
- i. Seasonal and substitute employees.

Provided that the person presently holding the position of secretary to the high school principal shall not be required to become a member of the bargaining unit during her term of employment.

3.4 In the event the Board creates a new position, the Board agrees that the Superintendent, or his designee, and the President of the Union, or his designee, will meet in order to determine whether or not the position should be included in the bargaining unit. If the parties cannot reach agreement, the matter shall be referred to the grievance procedure, Article 11, Step 4, for resolution.

3.5 Membership in the Union shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 4 – RIGHTS
RIGHTS OF INDIVIDUALS

4.1 Nothing contained herein shall abridge the right of any employee to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that, during the term of this agreement, negotiations shall be conducted by the Union.

UNION RIGHTS

4.2 The President of the Union, or his designated representative, may meet with members of the bargaining unit on school grounds, outside the member's workday, provided that building utilization procedures are followed and further provided that such meeting does not interfere with or interrupt normal school operations.

4.3 The President of the Union, or his designated representative, may meet with an employee at the employee's work site, during an employee's authorized break, provided that such meeting does not interfere with or interrupt normal school operations.

4.4 The Board of Education shall not be required to provide the President of the Union, or his designated representative, with release time for the purpose of participating in the procedures set forth in 4.2 and 4.3 above, except, as provided under 4.9.

4.5 The President of the Union may use the school district's internal mail system, so long as one exists, to transmit material pertinent to Union business. The elected officers of the Union shall be responsible for the content of all materials. The administration may limit the quantity of materials transmitted in any one day.

- 4.6 The President of the Union shall receive a copy of the agenda for each board meeting by email.
- 4.7 The Union may use designated bulletin board space in each school building and in the bus garage to post and remove notices of Union meetings and elections. Union officers and building representatives shall have reasonable access to such bulletin board space and the right to post and remove notices of the same on such boards. No political material may be posted without prior approval of the Superintendent. No defamatory matter may be posted. The building principal, or the Supervisor of Transportation in the bus garage, or the supervisor of Building Operations, must approve the posting of any other material, not in conformity with this provision. The above administrators shall have the authority to remove any material which he or she deems to be in conflict with this provision, or which would otherwise interrupt or interfere with normal school operations or the administration of this agreement. The administrator shall notify the Union President of his/her action. The Union may grieve the action. The material shall not be reposted while the grievance is pending.
- 4.8 The President of OAPSE Local 250 or his/her designee shall be granted necessary paid release time to attend grievance or arbitration hearings held pursuant to the negotiated grievance procedure and so long as the hiring of a substitute is not necessary. It shall be the obligation of the Union President to advise his/her immediate supervisor of the need for such release time at least two (2) working days prior to its intended use.
- 4.9 If the Union President works at least six (6) hours per day, he/she shall be granted twelve (12) hours of paid release time per year to conduct Union business in other buildings of the district, which cannot reasonably be expected to be accomplished outside of the President's workday.

Such release time shall be used in one (1) hour units. Any portion of a unit so used shall be counted as one (1) unit. No more than two (2) units may be used in any one-month.

Such time is to be arranged by the President with his/her immediate supervisor and the principal of the building, which he/she intends to visit. The President, upon request for release time, shall submit a list of the buildings he/she intends to visit to the appropriate immediate supervisor, building principal, and the Superintendent, along with the approximate time and duration of the visitation. If the Superintendent receives no objections from the immediate supervisor or any of the building principals, the Superintendent shall approve the request, so long as the same is within the provisions of this article.

If the Superintendent receives an objection from an affected principal or the immediate supervisor of the President, the Superintendent shall have complete discretion in allowing or denying the request for use of such release time. If the Superintendent denies the request, he shall state his reasons in writing to the President of OAPSE.

During the visitation, the President may not interrupt the normal operation of the school building or any classroom instruction. It is understood that conferring with an employee during that employee's scheduled break time does not constitute an interruption of the normal operation of the school building.

ARTICLE 5 - SCOPE OF BARGAINING

Except as otherwise excluded by law or recognized herein as the responsibility of the Board, all matters pertaining to wages, hours, or terms and other conditions of employment of bargaining unit employees are subject to collective bargaining pursuant to Ohio Revised Code 4117 between the Board and the Union.

ARTICLE 6 - DEFINITIONS

Unless otherwise specifically stated, the following definitions shall control the application of this contract:

6.1 **DAYS**

Unless otherwise expressly specified in this agreement or incorporated by reference to the Ohio Revised Code, "days" shall mean calendar days.

6.2 **COMPUTATION OF TIME**

Unless otherwise expressly specified in this agreement, time in days shall be computed as follows:

The day any event or action, (i.e. grievable action occurs, administration responds, meeting takes place, hearing takes place, letter is sent, etc.) occurs shall not be counted in sequence. The work day following such action or event is the first day to be counted for sequence.

6.3 **SUPERINTENDENT**

The term Superintendent may also mean his designee or any other administrator acting in his behalf in the Superintendent's absence.

6.4 **RECEIPT BY MAIL**

Any document, notice, etc., which is required to be received by a certain date herein, shall be deemed received hereunder on the date of delivery to the addressee.

6.5 **POSTING BY EMAIL**

Any document, notice, etc. which is required to be sent or made herein shall be deemed sent or made hereunder on the date the same is emailed.

ARTICLE 7 – NEGOTIATIONS
INITIATION OF NEGOTIATIONS

7.1 Negotiations for a successor agreement may be initiated by either the Board or the Union by notifying the other party in writing of its desire to commence negotiations.

7.2 The first negotiations session shall not take place earlier than one hundred twenty (120) days prior to the expiration of this agreement.

NEGOTIATING TEAM

7.3 The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, NOT TO EXCEED SIX (6). Neither party in any negotiation shall have any control over the selection of the representatives of the other party.

7.4 While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. However, it is understood and agreed, that during the course of negotiations, a team may expend all the authority previously granted to it by the Board or Union and may need to seek further authority or direction from its respective party. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than three (3) observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party, except during caucus.

7.5 Each team may have a recorder, who may be an observer, who will have the responsibility of securing the initials of the chairman of each

negotiating team on items tentatively agreed to and of keeping a separate record of all items mutually agreed upon.

7.6 Each team is permitted to call upon consultants or those resource people necessary to present its case. No more than one consultant may be permitted to address the negotiators at one time.

7.7 The cost of such consultant shall be borne by the party requesting him.

NEGOTIATION MEETINGS

7.8 Upon receipt of the written request for initiation of negotiations, the parties shall establish a mutually agreeable site, date and time for their initial meeting.

7.9 Once the date, time and place of the initial meeting has been established, the following procedure will be used:

- a. The teams will present their written proposals and give an explanation;
- b. The combined proposals of the teams shall constitute the agenda for negotiations. The agenda shall not be modified without mutual consent.
- c. Subsequent meetings will be scheduled until tentative agreement is reached or impasse declared.

7.10 Each meeting shall be held in executive session.

7.11 Negotiations shall be conducted after regular working hours. Provided however, if the Board's team insists on a negotiations meeting during the regular work hours of a majority of the Union's team members, such members shall be released from school duties to attend negotiating meetings. Such meetings shall be scheduled as not to interfere with normal school schedules whenever possible. The employee members of

the negotiating committee will be paid by the board for time spent in negotiations, but only for straight time hours they would have otherwise worked. However, the Board shall have no obligation for payment when a negotiations meeting is held during a strike or other work stoppage.

7.12 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.

7.13 Meetings shall be limited to three (3) hours unless an extension is mutually agreed upon.

7.14 Caucus shall be limited to thirty (30) minutes unless mutually agreed upon. Caucus time shall be included in the time limit for negotiations.

7.15 The number of caucuses at each negotiating session shall be limited to three (3) unless mutually agreed upon.

7.16 **Tentative Agreement**

- a. All counter proposals shall be in writing and shall indicate the date and time of submission.
- b. As tentative agreement is reached on individual items discussed, two (2) copies of such items shall be prepared immediately and each copy shall be initialed and dated by the chairperson of each team. One (1) copy shall be retained by the Board and one (1) copy shall be retained by OAPSE.
- c. All items agreed upon shall be considered tentative until the negotiations are completed and the final agreement is ratified by OAPSE and the Board.

EXCHANGE OF INFORMATION

7.17 During negotiations, or impasse, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

- 7.18 Neither the Board nor the Union will be obligated to incur any special expense in providing information to the other party.
- 7.19 Nothing contained herein shall require either party to make available to the other any confidential information or reports expressly compiled for the use of its negotiating team.

PROGRESS REPORTS

- 7.20 Periodic written progress reports may be issued during negotiations to the public provided that any such release shall have prior approval of both teams.
- 7.21 The Union's team retains the right to issue general reports to its membership on the progress of negotiations.
- 7.22 The Board's team retains the right to issue general reports to members of the Board of Education on the progress of negotiations.

AGREEMENT

- 7.23 When consensus is reached on those matters being negotiated, the master agreement of the parties shall be reduced to writing and submitted to the Union for its consideration. If ratified, the agreement shall be submitted to the Board for its consideration. If approved, within thirty (30) days from the time the agreement is received from the Union, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- 7.24 Any agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual terms of employment theretofore in effect.

DISAGREEMENT

- 7.25 In the event an agreement is not reached, after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- 7.26 Impasse is when the parties have stopped talking to each other, the positions of the parties have solidified, and the parties have become unable to resolve negotiation issues.
- 7.27 If impasse is declared by either party, it is understood that impasse proceedings are declared on all of the issues.
- 7.28 Either party may prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.
- 7.29 The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 7.30 The mediator has no authority to bind either party to any agreements, but may recommend a settlement to either party.

CONSISTENCY WITH LAW

- 7.31 If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 7.32 If such determination is made by a court of competent jurisdiction that any part of the OAPSE #250 agreement is contrary to law, the parties shall meet within sixty (60) days to attempt to negotiate replacement language.

NO STRIKE CLAUSE

- 7.33 In consideration of the rights and privileges extended to the Union and its members through the Master Agreement, the Union agrees that it shall not call for nor shall its members participate in a local strike against the Bellaire Local School District or the Bellaire Board of Education.
- 7.34 If the agreement set forth in the paragraph above is breached by either the Union or any of its members, the Board may, at its sole discretion, terminate any or all of the provisions of the Master Agreement, in addition to the exercise of its rights herein.
- 7.35 Refusal of the Union or any of its members to cross a picket line, established by any other employee organization recognized by the Board as the bargaining agent for other employees within the district, shall not be construed as a breach of this agreement.

ENTIRE AGREEMENT CLAUSE

- 7.36 This agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue, whether it is covered or not covered in this contract, unless otherwise mutually agreed.
- 7.37 This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 8 - EMPLOYEE SENIORITY
SENIORITY

- 8.1 Seniority is acquired by completing ninety (90) days of full-time continuous service, in which event an employee's seniority will date back ninety (90) days from the date seniority is acquired.
- 8.2 There shall be no responsibility for the re-employment of employees laid off or discharged prior to their acquisition of seniority.
- 8.3 Seniority is defined as the length of continuous service as an employee of the Board.
- 8.4 An employee's seniority will be broken by the following:
- a. Resignation;
 - b. Discharge for just cause;
 - c. Over staying a leave of absence by more than five (5) working days after a notice to report to work has been issued by certified mail to the employee's last known address;
 - d. Failure to accept an offer of recall to a classification from which laid off.
- 8.5 Employees hired after a break in seniority shall be initially regarded as probationary employees.
- 8.6 In cases of identical seniority (same date of hire), tie breaking shall be by the last four digits of the Social Security numbers of the employees. The employee having the highest number shall be deemed the more senior.
- 8.7 The Superintendent shall make available to the Union the current seniority list of all bargaining unit employees between September 15 and September 30 of each year, which shall be posted in the same manner as vacancies for a period of not less than ten (10) working days. Any

objections to the seniority list must be made, in writing, to the Treasurer/CFO within the posting period. Other than by resolution of objections timely made, the list shall be final and binding until the next required posting.

SENIORITY BID SYSTEM/LAYOFF - RECALL PROCEDURES

A. BID SYSTEM

- 8.8 A vacancy is defined as an employment opening occurring as a result of retirement, termination, resignation, death, successful bid, or creation of a new position. Vacancies shall be posted within forty-five (45) work days of the employee vacating the position.
- 8.9 Seniority is defined as the length of continuous service as an employee of the Bellaire Local School District Board of Education. Substitute (casual) employees shall not accumulate seniority and are not considered as regular employees.
- 8.10 When a vacancy is to be filled, notice of such vacancy shall be emailed to all employees. The vacancy shall remain open for a minimum period of five (5) working days. Employees desiring the position shall submit their bid to the administrator announcing the bid within a five (5) working day time line. The notice shall contain a description of duties, salary range, starting/ending times and location. Bids may be submitted by email or in person to the Superintendent's office.
- 8.11 The position shall be awarded to the senior qualified member from a list of pre-qualified bargaining unit members who bid on the position.
- 8.12 The list of qualifications for each classification shall be available to Bargaining Unit members upon request.

Administration shall determine the qualifications for each classification. Employees may be required to take a test, developed by the administration, which will be offered on an as-needed basis during the posting period for those employees who wish to apply for a posted position in a different classification. An employee must pass a test, if given, only one time during his/her employment with the Board to satisfy that criterion.

- 8.13 The successful bidder shall be subject to ten (10) work day orientation period unless the employee remains in the same classification in which case the time period shall be five (5) work days. During this period he/she may be returned to his/her former position, at the rate of pay earned prior to such bid, should he/she not satisfactorily perform the duties of the position. Similarly, he/she may return to his/her former position, at the rate of pay earned prior to such bid, during this period. The successful bidder's former position shall not be subject to the provisions of this article until the end of the ten (10) day, or five (5) day orientation period, whichever is applicable. The successful bidder shall be limited to 1 transfer outside their current classification and three transfers within their current classification in any one calendar year. Transfers beyond the limits addressed herein may be considered at the Superintendent's discretion.
- 8.14 Bids will only be awarded to those employees who are qualified for the position. Incumbent employees in any classification will be deemed to be qualified for that classification.
- 8.15 If no bargaining unit member is qualified for the classification of the vacant position, the administration can look outside the bargaining unit to fill the position. New employees will be required to meet the same standards as bargaining unit members.

B. LAYOFF AND RECALL

- 8.16 In the event of a reduction in staffing levels due to lack of funds; lack of work; decline in enrollment; abolishment of a position or closing of buildings, the Board will decide which positions will be reduced.
- 8.17 In the event the Board maintains a position and increases the daily number of work hours by two hours daily and/or increases the position to forty hours weekly, the position shall be reposted.
- 8.18 The Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. A copy of said list shall be provided to the President of the Union. Each notice of layoff shall state the following:
1. Reason for the layoff or reduction;
 2. The effective date of the layoff;
 3. A statement advising the employee of his/her rights of reinstatement from layoff.
- 8.19 If a position is eliminated that is held by an employee other than the least senior employee, then the employee whose position is eliminated may "bump" and displace a less senior employee. If the employee cannot "bump" within the classification due to seniority, the employee can then go to the pre-qualified list to bump. Any employee bumped or displaced by another reduced employee shall have bumping rights in accordance with the procedure set forth in this article.
- 8.20 Whether or not the employee is qualified to fill a position to which he or she desires to bump will be determined by whether or not his or her name

appears on the pre-qualified list, described in Section 8.12 above, for the classification into which he or she seeks to bump.

8.21 Any employee who is affected by either reduction, lay-off of a position or bumping shall remain on the same step of the salary schedule provided he/she remains in the same classification. However, if the bump places the affected employee in a different classification, he/she shall be placed on that salary schedule at the same step he/she held in his/her previous classification.

8.22 Vacancies, which occur in the bargaining unit, shall be posted and offered to employees (working and those on layoff) in accordance with the article before they are considered vacant for recall purposes. Laid off employees shall have the same rights as working employees to bid on and be awarded vacancies in accordance with this article. Those vacancies existing after the completion of this process shall be offered to the employees on the recall list. Qualifications for recall will be determined by the Administration for the classification into which he or she is being recalled. It will be the responsibility of the employee to secure all mandated licensing and certifications prior to beginning district employment. However, if current Board policy provides for payment or reimbursement of fees for such mandated licensing and/or certification for new employees, the same shall apply to the recalled employee. An employee shall remain on the recall list for a period of three (3) years unless he waives his/her recall rights in writing; fails to accept recall to a position in a classification for which he/she is qualified, or fails to report to work within five (5) working days after receipt of a written notice of recall is sent, by certified mail, to his last known address, or the same is returned unclaimed, refused, or "undeliverable". It is the responsibility of the laid off employee to keep the Board informed of his/her current address.

8.23 Laid off employees shall retain all seniority rights while on layoff. Laid off employees shall be notified by regular mail of all job vacancies at the last address provided by the employee to the Board, and a copy shall be provided to the Union President.

8.24 Current classifications are:

Head Cook	Building Secretary
Cafeteria Cook	Cafeteria Secretary
Van Driver	Bus Driver
Maintenance Foreman	Mechanic
Custodian	Para-Professional (Aides)
Maintenance	Delegated Nurse-Aide

ARTICLE 9 - EMPLOYEE EVALUATION

- 9.1 Any evaluation of an employee's job performance, which is to be made a part of his/her personnel file, shall be examined by the employee and initialed by him/her prior to being placed in his/her file.
- 9.2 If the employee refuses to initial said evaluation, then a witness to the refusal may initial the evaluation prior to its being placed in the file.
- 9.3 Pursuant to the above procedures, an evaluation of an employee's job performance shall be made at a minimum of once each year, with the Board reserving the right to evaluate at its discretion at other times during the year.
- 9.4 Within ten (10) days of presentation or examination of an evaluation of his job performance, an employee may present for inclusion in his/her personnel file, his/her written comments regarding the evaluation.
- 9.5 An employee may request, upon reasonable notice, the right to review the contents of his/her personnel file, provided that the inspection shall not occur during the employee's shift; beyond regular business hours; or in a manner, which disrupts the operation of the administration office. The file is to be examined in the administration office. The Superintendent, or his designated representative, may be present during the inspection. The employee will not be permitted to examine pre-employment references or communications in the file; nor will he be permitted to examine communications between the Board and the Board's legal counsel. The employee shall be entitled to a copy, at his/her expense, of any material in the file, which he/she is entitled to inspect. All disciplines shall be removed from the employee's personnel file once seven years have passed from the initial occurrence of said discipline. An employee may have a Union representative present.

The Board shall not be obligated to provide release time to the Union representative for this purpose. In the event an employee's scheduled work hours prevent him/her from coming to the administration building for this purpose, upon reasonable notification, an administrator will remain at the administration building after regular business hours for a reasonable length of time to permit review of the file by the employee.

ARTICLE 10 - NON-BINDING COMMUNICATIONS

- 10.1 Upon the request of either party, and at a time and place mutually agreeable, the Superintendent and the President of the Union may meet to facilitate the opening of communications pertaining to matters of mutual concern to the parties. This exchange may include such as safety and dress standards for bargaining unit employees.
- 10.2 Provided, however, that neither party is required to meet with the other more frequently than once every thirty (30) days.
- 10.3 Neither this provision, nor any act taken in furtherance thereof shall be construed so as to place upon either party a duty to collective bargain as to any issue raised therein.
- 10.4 Neither this article nor any of its provisions, shall serve in lieu of the formal grievance procedure established by this agreement.

ARTICLE 11 - GRIEVANCE PROCEDURES

11.1 A grievance is an alleged violation, misinterpretation, or misapplication of this agreement.

11.2 A grievant shall mean an employee within the bargaining unit, any group of members acting as a class, or the Union itself acting on behalf of itself or on behalf of any member or group of members.

The Union will not file or pursue a grievance on behalf of any member or group of members to whose satisfaction the problem has been resolved.

11.3 The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions unless otherwise provided.

11.4 Unless otherwise provided, a day shall mean a working day. The number of days indicated at each level shall be considered as a maximum and shall not be exceeded, unless mutually agreed in writing. Lack of adherence to time limits by the grievant shall result in a waiver of the right to proceed. Lack of adherence to time limits by the administration shall result in the relief sought being granted.

Disposition of a grievance by a failure of a party to act within time limits, shall be binding only as to that specific grievance and shall not serve as a precedent or past practice for the disposition of the same or similar issues in the future.

11.5 A grievant shall not be denied his/her legal rights under the law; provided, however, upon filing of a complaint by the grievant, or on grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be

dismissed. This provision shall not apply to the filing of a complaint with the Ohio Civil Rights Commission or the Equal Employment Opportunities Commission.

- 11.6 Copies of the documents pertaining to a grievance, which has been filed, shall be placed only in confidential files of the Treasurer/CFO of the Board of Education and President of the Union. The Treasurer/CFO shall make these available in compliance with Ohio law. The President of the Union shall make these available only to the other officers of the Union, legal counsel, and by court order.
- 11.7 No grievant may be represented by any employee's organization other than OAPSE in any grievance procedure initiated pursuant to this procedure. The grievant must personally be present at all stages of the grievance procedure. Failure of the individual grievant to be present shall be cause for the employer to refuse to proceed to such stage, and no part of the time limitations set forth in this procedure shall be toiled by such refusal.
- 11.8 Representation of the grievant at Step Two and above shall be limited to a Union representative. At Level One, the employee and the supervisor may each be represented by not more than one person who is a full-time employee of the district to serve as a witness.
- 11.9 A grievance may be withdrawn at any level without prejudice or record.
- 11.10 Copies of all written decisions of grievances shall be sent to all parties involved: the Union President; the aggrieved; the Treasurer/CFO and the appropriate administrator.

- 11.11 Forms for processing grievances shall be made available through all administrative offices in each building, the Central Administration Building, and through designated officials of the Union.
- 11.12 In the event more than one grievance is pending at any step, which grievances have in common a question of fact or application of contract provisions material to its disposition, the parties may, by mutual agreement, consolidate the grievances at the highest step of any one of them.
- 11.13 A grievance shall be dismissed without prejudice if the grievant's employment is terminated prior to its resolution and no specific relief can be afforded to the grievant.

PROCEDURE

LEVEL ONE - INFORMAL

Any employee with a problem must have privately discussed this problem first with his immediate supervisor before a grievance shall be filed. The problem shall have been discussed within ten (10) days after the alleged grievance occurs. An "Acknowledgment of Potential Grievance" form is to be completed by both parties at the time of the discussion. (*See attached*)

LEVEL TWO - FORMAL

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's immediate supervisor. If such grievance is not lodged within five (5) days following discussion at Level One, the grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied and the relief sought. A copy of such grievance shall be

filed with the Superintendent. The employee shall have a right to request a hearing before the immediate supervisor. Such hearing shall be conducted within five (5) days after receipt of such request. The aggrieved employee shall be advised in writing of the time, place and date of such hearing.

The immediate supervisor shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing was requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, the Treasurer/CFO of the Board of Education, and the President of the Union.

LEVEL THREE - FORMAL

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from the receipt of the written notice of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The aggrieved employee shall be advised, in writing, of the time, place and date of such hearing.

The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested, five (5) days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, the Treasurer/CFO of the Board of Education, and the President of the Union.

LEVEL FOUR - FORMAL

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer/CFO of the Board of Education. Failure to file such appeal within five

(5) days from the receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. Otherwise, the matter shall be placed on the agenda for the next regular meeting of the Board of Education scheduled to be held not less than seven (7) days from the filing of the appeal with the Treasurer/CFO.

The Board of Education shall act upon such appeal no later than its next regular meeting. Copies of the final action shall be sent to the employee and the Superintendent.

LEVEL FIVE - FORMAL

If the aggrieved person is not satisfied with the disposition at Level Four, he may request that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Board.

No grievance may be submitted to arbitration without the consent of the Union.

The arbitrator shall be appointed by the Board of Education and the grievant, or their designated representatives, from a list submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, a second list of seven names shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternately strike a name from said list until a single name remains, who shall be the Arbitrator. The right to strike first is to be determined by a flip of a coin; the winner shall strike second. The selection must be completed and mailed to the Federal Mediation and Conciliation Service within seven (7) days from receipt of the list.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor make any award, which is inconsistent with the terms of the Agreement or contrary to law.

The Arbitrator shall make his report and recommendations to the aggrieved, the Superintendent, the Treasurer/CFO of the Board of Education and the President of the Union. His decision shall be binding upon the parties. Cost of the Arbitrator's services shall be shared equally by the Board of Education and the grievant.

EMPLOYEE'S NAME _____ **DATE OF ALLEGED GRIEVANCE** _____

Level 1 Informal private discussion with immediate supervisor – to occur within 10 days of time alleged grievance occurs

Discussion was held between potential grievant and supervisor about the following complaint:

Date of Discussion _____ Result of Discussion _____

Signature Employee _____ Supervisor _____

Level 2 To be submitted within 5 days of informal discussion at level 1 (include concise statement of fact upon which grievance is based and reference to provision allegedly violated) copy to be filed with Superintendent and immediate supervisor

Formal Statement of Grievance and Remedy Requested:

Date _____ Signature of Grievant _____

Supervisor's Response To be submitted within 5 days after receipt at level 2 or if a hearing is requested, then 5 days after the conclusion of that hearing

Date _____ Signature of Supervisor _____

Level 3 Appeal to Superintendent within 5 days of Supervisor's response

I hereby appeal the decision of the Supervisor to the Superintendent:

Date _____ Signature of Grievant _____

Superintendent's Response to be submitted within 10 days of receipt (5 to conduct hearing – 5 to respond)

Date _____ Signature of Superintendent _____

Refer to back for additional steps

Level 4 Appeal to Treasurer within 5 days of Superintendent's Response

I hereby appeal the decision of the Superintendent to the Bellaire Board of Education:

Date _____ Signature of Grievant _____

Date received _____ Signature of Treasurer _____

Board of Education's Response Hearing to be held at next regular board meeting, but not less than 7 days from this appeal

Action of Board following hearing:

Date _____ Signature of Board President _____

Date _____ Signature of Superintendent _____

Date _____ Signature of Treasurer _____

Level 5 Appeal submitted for arbitration to Superintendent or Treasurer within 5 days of the Board of Education's Response

The Union hereby appeals to arbitration

Date _____ Signature of Officer or Grievance Committee _____

Appeal to arbitration may be accomplished by forwarding a copy of this document to the Superintendent or Treasurer within 5 days.

Additional pages may be added if necessary

**ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION ARE TO BE KEPT
IN THE GRIEVANCE FILE OF THE LOCAL UNION**

**ARTICLE 12 - REGULAR WAGES
SALARY SCHEDULES**

- 12.1 Salary schedules and employee wages, shall be increased as follows:
Effective July 1, 2019 3.5%
Effective July 1, 2020 3%
Effective July 1, 2021 3%
- 12.2 Annually, employees in this bargaining unit will receive longevity pay. This pay shall be paid on the first pay in December. Employees who have been employed for more than nine (9) years but less than twenty (20) years will receive an annual payment of four hundred dollars (\$400.00). Those employees who have been employed by the district for twenty (20) or more years will receive an annual payment of five hundred (\$500.00) dollars. To receive the entire longevity pay, an employee must be classified as a full-time employee. Part-time employees (those who work less than 20 hours per week) will receive one-half (1/2) of the longevity step.
- 12.3 In lieu of the annual salary notice required by Ohio Revised Code Section 3319.082 to be provided to non-teaching employees prior to July each year, employees who are members of the bargaining unit covered by this agreement, will be provided an annual salary notice no later than October 1 each year (first pay of new contract). The remainder of the provisions of Section 3319.082 will continue to apply.
- 12.4 Beginning with the 1998-99 fiscal year, and thereafter, employees' bi-weekly pay will be calculated as follows:
- A. The employee's hourly rate of pay will be multiplied by the actual number of hours the employee is projected to work in the year.
(In the case of a 12 month, 8 hour per day employee this number

will be 2080, 2088, or 2096 depending upon whether or not there are 260, 261, 262 workdays in the year.)

- B. The total projected wage for the year, which is arrived at by using the calculation in (A) above will be divided by the number of pay dates, which occur during the contract year (26 or 27).
- C. Exceptions such as dock days will be made in the check, which coincides, with the pay period in which the exception occurs. Overtime will be paid on the substitute pay dates.

EXAMPLE: A twelve month 8 hour per day employee is on a step of the salary schedule, which requires that he or she be paid \$10.00 an hour. In a fiscal year, which has 261 days the employees, total projected annual wage would be \$20,880. If 26 pay dates occurred during this year he or she would receive \$803.08 on each of the 26 pay dates or if 27 pay dates occurred during this year he or she would receive \$773.33 on each of the 27 pay dates (plus or minus any exceptions).

- 12.5 Bus aides employed in the bus aide classification as of December 31, 2013 shall not be required to meet the qualifications of paraprofessional. Bus aides newly hired into the bus aide classification after December 31, 2013 shall be required to meet the qualifications of paraprofessional.

OAPSE AGREEMENT BELLAIRE LOCAL SCHOOL DISTRICT

JOB CLASSIFICATION	EXPERIENCE YEARS	2019-2020	2020-2021	2021-2022
BUILDING SECRETARY	0-1-2-3	14.68	15.13	15.59
	4-5-6	14.71	15.16	15.62
	7 AND ABOVE	14.83	15.28	15.74
BUS DRIVERS MECHANICS	0-1-2-3	16.48	16.98	17.49
	4-5-6	16.98	17.49	18.02
	7 AND ABOVE	17.09	17.61	18.14
CAFETERIA COOKS	0-1-2-3	14.51	14.95	15.40
	4-5-6	15.55	14.99	15.44
	7 AND ABOVE	14.66	15.10	15.56
CAFETERIA HEAD COOKS	0-1-2-3	15.22	15.68	16.16
	4-5-6	15.26	15.72	16.20
	7 AND ABOVE	15.37	15.84	16.32
CAFETERIA SECRETARY	0-1-2-3	15.47	15.94	16.42
	4-5-6	15.74	16.22	16.71
	7 AND ABOVE	16.03	16.52	17.02
CUSTODIANS VAN DRIVER	0-1-2-3	15.51	15.98	16.46
	4-5-6	15.66	16.13	16.62
	7 AND ABOVE	15.77	16.25	16.74
MAINTENANCE	0-1-2-3	16.11	16.60	17.10
	4-5-6	16.48	16.98	17.49
	7 AND ABOVE	16.59	17.09	17.61
MAINTENANCE FOREMAN	0-1-2-3	17.36	17.89	18.43
	4-5-6	17.73	18.27	18.82
	7 AND ABOVE	17.86	18.40	18.96
PARAPROFESSIONALS BUS AIDES	0-1-2-3	14.63	15.07	15.53
	4-5-6	14.67	15.12	15.58
	7 AND ABOVE	14.77	15.22	15.68
DELEGATED NURSE AIDE	0-1-2-3	20.70	21.33	21.97
	4-5-6	20.96	21.59	22.24
	7 AND ABOVE	21.22	21.86	22.52

PRORATED PAY AND BENEFITS

- 12.6 All employees' pay shall be calculated and paid over a twelve-month period.
- 12.7 For the purpose of this article, a full-time employee is defined as one who is scheduled to work four (4) hours or more on a daily basis. For employees hired after 8/12/10, full-time shall be defined as one who is scheduled to work six (6) hours or more on a daily basis. All employees hired before 8/12/10 shall be grandfathered as full-time employees if they work four (4) hours or more on a daily basis. Only full-time employees under this definition will be eligible for fringe benefits.
- 12.8 Provided, however, that any employee who has been employed at four (4) hours or more for two (2) years or more shall not have his/her benefits reduced due to a reduction of hours below four (4), unless that employee voluntarily bids or requests to be moved to a position less than four (4) hours a day. This section (12.8) is not applicable to new employees hired after 8/12/10. All employees hired before 8/12/10 shall be grandfathered under this section (12.8).
- 12.9 In order to provide employees the ability to work enough hours to exceed the minimum set above, employees will be permitted to bid upon and be awarded more than one position, provided the regularly scheduled work hours of one position do not interfere with the regularly scheduled hours of the other position and the regularly scheduled hours of the combined positions does not require the employee to work in excess of 40 hours per week.
- 12.10 A bus driver will be considered full-time in accordance with Article 12.7 when they work three and a half hours or more per day. The employee will be eligible for full medical and life insurance benefits. They will be

permitted to purchase vision and dental insurance from the Board at full cost.

UNION DUES CHECKOFF

- 12.11 The Board agrees to deduct Union membership dues from employees upon written authorization from the employees.
- 12.12 Dues deduction shall be forwarded to the State Treasurer of the Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- 12.13 The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of, action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.
- 12.14 For employees who joined OAPSE prior to April 1, 2019, membership/dues deduction authorization shall be irrevocable for periods of one (1) year, except that membership/dues deduction authorization may be withdrawn during the period of ten (10) days each year ending August 31. For employees joining OAPSE on or after April 1, 2019, membership/dues deduction authorization shall be irrevocable for a period of one (1) year from the date of signing of the membership/dues deduction authorization application, except that membership/dues deduction authorization may be withdrawn during the ten-day period before the end of the one-year term or any renewal. If membership/dues deduction authorization is not revoked during such period, it shall continue for successive periods of one (1) year. Notice must be given to the School District Treasurer and the OAPSE State Treasurer according to the Membership Application/Dues Check Off Authorization.

- 12.15 Union dues are to be sent to the district Treasurer, by the State OAPSE office. Dues shall be deducted in eighteen (18) equal bi-monthly installments commencing with the second pay period in September.
- 12.16 Prior to the start of each school year, the Board shall furnish the Union Treasurer (Local 250) with a current list of bargaining unit employees.
- 12.17 The Union and OAPSE, jointly and severally, agree to indemnify and hold the Board, its individual members, and non-unit employees, harmless from any liability or cost (including attorneys' fees) claimed against them as a result of this provision.
- 12.18 The employer agrees to deduct from the pay of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization under the following conditions:
- A. Employees must notify the employer prior to September 15th in any year of his/her intent to authorize a PEOPLE deduction. Proper authorization will be completed.
 - B. This deduction shall be effective on October 1.
 - C. The employee can revoke this deduction at any time by giving one (1) week notice in writing to the Treasurer and the Union. Once revoked the employee will not be permitted to re-execute this deduction until the following September.
 - D. The employer agrees to remit on a quarterly basis, any deductions made pursuant to this provision to the Union's State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
 - E. Employees' PEOPLE contribution for the total staff must be \$20.00 or more per pay for this article to be in effect.

OVERTIME

- 12.19 For purposes of overtime calculation, the standard work week shall be 12.01 a.m. Monday through midnight Sunday.
- 12.20 All hours worked over forty (40) in one week shall be compensated at the rate of time and one-half (1-1/2X).
- 12.21 All hours worked on a holiday shall be paid at double time (2X).
- 12.22 Payment for overtime worked shall be made on regularly scheduled pay dates. Time sheets must be submitted no later than the 30th and the 15th of the month respectively.

EXTRA RUNS FOR BUS DRIVERS

- 12.23 If a driver is required to do an extra regular run during his/her work day, he/she will be compensated for the same at his/her regular rate of pay.
- 12.24 Any other driving assignments not covered by this agreement shall be the subject of negotiations to determine an appropriate rate of pay.
- 12.25 The Board will provide cleaning supplies for drivers. The drivers will be responsible for the proper care of supplies.
- 12.26 Drivers will clean the inside and outside of their bus at the end of the school year in preparation for the annual highway patrol inspection. Drivers will be compensated for three hours pay at an hourly rate.
- There shall be no pay for subject meetings.
- 12.27 School buses will be used to transport students except:
1. Trips outside the State of Ohio in which the destination is more than 120 miles from Bellaire;

2. Those instances where all district buses are in use transporting students to or from school;
3. Any event which requires the transportation of a total of ten (10) or fewer students;
4. The fourth grade annual trip;
5. Those instances where all district drivers are transporting students to and from school or a school activity.
6. Should the school district choose to use a form of transportation, other than that driven by district drivers, the driver who would have been scheduled to drive the trip according to the rotating trip roster will be paid four (4) hours wages at the appropriate rate of pay. The driver will be charged on the roster as though he or she had driven the trip. This payment will be made from the appropriate activity account.

EXTRA ACTIVITY PAY FOR BUS DRIVERS

12.28 All extra driving assignments will be made among the regular bus drivers from a rotation list, based on seniority using the following procedure.

All extra duty assignments will be made among the regular bus drivers on the basis of seniority. The Transportation Supervisor will survey regular drivers by seniority in an attempt to fill all extra duty assignments. If such assignments conflict with a driver's regular route, then driving the regular route becomes the priority.

Should a driver refuse a trip, he/she will drop to the bottom of the rotation list as if they had taken the trip.

12.29 If a driver declines the assignment, or cannot be contacted through a reasonable effort by the Supervisor of Transportation, or his designee, then the driver shall drop to the bottom of the rotation list. A telephone

call to the residence of the driver shall be considered a reasonable effort to contact under this provision.

12.30 If a driver accepts a trip and the trip is canceled after the driver's acceptance without providing the driver three (3) hours' notice, the driver shall be compensated by receiving pay equal to two (2) hours at trip rate.

12.31 If all regular drivers have either declined or are unavailable for an extra driving assignment, then the assignment will be made as follows:

- First - Other Classified employees of the Board who possess a CDL, on a rotating seniority basis, provided the trip does not conflict with the employees regular job assignment
- Second - Substitute drivers
- Third - Coaches (for athletic teams)

12.32 Trip Rate: Drivers shall be paid for such trips at the rate of eleven dollars (\$11.00) per hour starting with the departure from the garage and ending upon return to the garage.

12.33 On overnight trips, drivers shall be compensated as follows:

- A. Driving rate for driving time
- B. Lodging will be prepaid
- C. When meals are provided to students on overnight trips the driver's meal will be included in the cost.
- D. Drivers will be compensated at minimum wage while not driving.
On days when drivers drive less than eight (8) hours, total compensation for driving time and non-driving time will not exceed eight (8) hours.

12.34 At the transportation meeting each year for which drivers will receive pay for the actual time of attendance, drivers shall inform the Supervisor of Transportation of their desire to participate in extra activity assignments through the rotation list. If a driver does not indicate his/her desire to participate at that time, he/she shall not be permitted to participate for that school year.

UNEXPECTED DELAYS

12.35 All bus drivers shall be paid for actual breakdown time at the regular rate of pay. "Actual breakdown time" is defined as the excess of time needed to complete a regular run over and above its normal completion time, which resulted due to the breakdown.

12.36 There are many situations that arise that could cause unexpected delay in student pick-up or delivery.

12.37 If because of an unexpected delay, any driver's run exceeds their regular scheduled time by fifteen (15) minutes or more, they will be compensated on a separate time sheet at the appropriate rate of pay for the additional time.

12.38 Drivers must contact the Transportation Supervisor/Garage concerning the delay when it exists. This advises the Transportation Supervisor to be aware of the conditions and contact parents if necessary.

12.39 It will be the driver's responsibility to make sure that all proper paper work is completed in a timely manner.

CLASSIFICATION PAY

12.40 If an employee is requested and performs work normally performed by members of another classification, the employee will be paid at the step of

the pay scale for that classification which is equal to the employee's seniority or the employee's regular rate of pay, whichever is higher.

If the work to be performed is mandated, the pay shall be classified pay; if the work is optional, it shall be substitute pay at the Board's current substitute wages.

12.41 If an employee is requested to perform and does perform work in a higher job classification due to the absence of a regular employee, then he shall continue to perform such work for the duration of such absence.

12.42 If an employee declines a request to perform work in a higher job classification, such declination shall be considered continuous for the duration of the request.

JOB DESCRIPTIONS

12.43 Job description will be provided for each position within the district no later than 150 days after the signing of this agreement. All employees will sign for a copy of their job description upon receipt. The signed copy will be placed in the employee's personnel folder. The employee's signature will indicate that the employee has received the document and will not constitute the employee's agreement with the contents of that document.

Job description development is the sole responsibility of the administration and can be modified at any time. However, employees will not be required to comply with changes in job/descriptions until such time as the employees have received a copy of the modified job description.

INSERVICE DAYS

12.44 In the event employees are required by the Board to attend an in-service meeting on a day or during a time period when they are not regularly

scheduled for work, said employees shall be compensated at their regular hourly rate for their attendance at said in-service.

CUSTODIANS - EXTRA PAY

- 12.45 Any custodian requested to return to work after completion of his/her regular shift shall be paid at time and one-half his regular rate of pay for such extra duty.
- 12.46 The custodian must be paid for a minimum of two hours at such rate for such extra duty.
- 12.47 Failure to cancel such request less than four hours prior to the scheduled reporting time shall result in the minimum two-hour payment noted above. The responsibility for cancellation is that of the requesting group and must be made directly to the custodian involved.
- 12.48 All payments for such extra duty are to be made through the Treasurer/CFO by the requesting group.
- 12.49 When a custodian is requested to return to work for the PTA or another similar group, which provides direct financial support to the district, the custodian's compensation shall be as mutually agreed between the group and the custodian, but not in excess of this policy.
- 12.50 When groups or organizations mentioned above request use of Board facilities, they shall be notified that they must leave the facility in satisfactory condition. If the facility is not left in satisfactory condition, the custodian assigned to that facility will notify his/her immediate supervisor. The Supervisor of Housekeeping, or his/her designee, will evaluate the condition of the facility and make a decision as to priority of cleanup. If in his/her sole discretion it is felt to be appropriate, he may assign extra duty for cleanup. The administration will notify the group or

organization, which used the facility, that if there is a reoccurrence, they may be denied future use of Board facilities.

EMPLOYEE INCENTIVE PLAN

12.51 To assist in acknowledging the value of the non-teaching staff employees and to support employees' attendance, as well as, to minimize the need to utilize substitute employees to replace the regular employee, the Bellaire Board of Education agrees to the following plan:

The Board agrees to pay the non-teaching staff employees meeting the following criteria, the amounts of money identified.

12.52 During the life of this agreement, any employee who uses two (2) or less days of leave in any thirteen (13) week period, in which the employee is scheduled to work, shall receive a payment of one hundred twenty-five dollars (\$125.00) payable the second pay period of each quarter. The quarter shall consist of the following:

September, October, November - any days worked in August by nine-month employees will be counted in this quarter.

December, January, February, March, April, May - any days worked in June by nine-month employees will be counted in this quarter.

June, July, August

The maximum entitlement under this provision is \$475.00 for nine-month employees and \$600.00 for eleven and twelve month employees.

12.53 In addition to the provisions of Sections 12.2 and 12.3 above, any employee who uses seven (7) or less days for nine month employees and ten (10) or less days for twelve month employees of leave in the twelve month period beginning each September 1 shall receive an additional payment of one hundred dollars (\$100.00) payable the last pay period in

September each year. The maximum entitlement under this provision is \$475.00 for nine-month employees and \$600.00 for eleven and twelve month employees.

12.54 For the purpose of this section a "day" shall mean any aggregate period of hours the total of which equals the number of hours an employee is normally scheduled to work. (Example: A bus driver is normally scheduled to work 5 hours per day. Any five hours of personal or sick leave used would constitute a "day" missed.)

12.55 People injured on the job who opt to use sick leave instead of Workers' Compensation will not have those days counted against them for the purpose of this article.

(For the purpose of this section, leave is defined as sick leave, personal leave, and leave without pay.)

SEVERANCE PAY

12.56 An employee shall receive severance pay at his or her daily rate of pay for thirty-five percent (35%) of the employee's accumulated sick leave at the time of retirement. Employees hired after July 1, 2013 shall receive severance pay at his or her daily rate of pay for twenty-five percent (25%) of the employee's accumulated sick leave at the time of retirement. Payment is to be made in one lump sum after the employee receives verification from School Employees Retirement System of approval of his/her retirement.

In case of the death of an employee, the employee shall be considered to have retired on the date of his/her death, and an amount equal to the severance pay specified herein, shall be paid to his/her beneficiary, or to his/her estate.

ARTICLE 13 - PENSION

- 13.1 The Treasurer/CFO shall maintain a procedure whereby the contribution of employees to School Employees Retirement System (SERS) shall be picked up by the Board through the salary reduction/salary restatement method as the same is approved by the S.E.R.S. and Internal Revenue Service I.R.S.
- 13.2 For the purpose of this section, an employee's salary shall be payable by the Board in two parts:
- 1) deferred salary and
 - 2) cash salary
- An employee's deferred salary shall be equal to the percentage of the employee's salary, which is required to be paid by the SERS to be paid by the employee as an employee contribution. An employee's cash salary shall be equal to an employee's actual salary less the amount of the deferred salary.
- 13.3 The Board shall compute and remit its employer contributions to SERS based upon the employee's actual, both cash and deferred salary. The Board shall report for Federal and Ohio income tax purposes, as an employee's gross income, the employee's actual salary less the amount of deferred salary. The deferred portion of the salary shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.
- 13.4 The Board will assume and pay to SERS, on behalf of each bargaining unit member, four (4%) percent of each member's total salary as a "pickup" of a portion of the SERS employee contribution otherwise payable by the

bargaining unit member, without reduction or deduction from the bargaining unit member's total salary.

13.5 The "pickup" shall apply uniformly to all bargaining unit members and no bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board "pickup".

13.6 An amount equal to the percentage of employees' actual salary, which is being picked up by the Board shall be added to salary schedule in effect upon plan termination. Plan termination shall only occur at such time as this procedure is no longer legally permitted or the parties mutually agreed to terminate the plan.

ARTICLE 14 - EMPLOYEE INSURANCE
MEDICAL/HEALTH INSURANCE

14.1 The Board shall maintain a group health plan for all full-time, eligible members. The provisions of said plan will be in accordance with the collective bargaining process, this negotiated agreement and as found herein.

As of October 1, 2019, the Medical and Rx plan will be Plan A.

The contribution of the Board toward the premium shall be as follows:

Effective 1/1/11 Ninety Five Percent (95%)

Effective 9/1/11 Ninety Percent (90%)

Effective 7/1/12 Ninety Percent (90%)

(See attached PPO Plan summary.)

Employees who are eligible for and, in fact, covered as of July 1, 2006 and new employees, who in fact are covered by full Board provided health and prescription benefits shall be paid \$750.00 per year to drop single coverage and \$1,200.00 per year to drop family coverage upon proof of other Insurance coverage that is not purchased through the Insurance Marketplace exchange. Employees shall not be entitled to the payment expressed herein if the employee's spouse is employed by the school district and the employee is covered by his/her spouse's insurance benefit from the school district. Payment shall be made prior to the next enrollment period effective date.

14.2 Section 125 Plan

The Board of Education will institute a 125 Plan. This refers to Section 125 of the IRS code. It means that if an employee has to pay for a medical cost, such as a portion of a medical premium, the employee can

elect to have this amount deducted from his or her pay and have the money placed in a 125 account. The money, which goes into the 125 account, is not taxed. Employees will have to elect to do this each year.

The concept cannot be made retroactive, as it can only apply to deductions made after the employee elects to set this money aside. (Example: If an employee elected to place money into a 125 account to pay insurance premium. With the current cap of \$25.00, employees' cost for insurance premium would be \$300.00. Assuming a 20% tax rate, the 125 plan would amount to an annual savings to the employee of \$6.00).

14.3 In the event a married couple is employed by the District they will be treated as one plan.

VISION INSURANCE

14.4 A group vision plan shall be maintained for all full-time classified employees and their immediate families through a carrier selected by the Board of Education. The Board will pay one hundred percent (100%) of the premium for the plan.

DENTAL INSURANCE

14.5 The group dental insurance plan, or its equivalent, will be continued for full-time employees.

14.6 One hundred percent (100%) of the premium for said dental plan will be paid by the Board of Education.

GROUP LIFE INSURANCE

14.7 A \$50,000 Group Life Insurance Policy will be provided for each classified employee. The premium for the policy will be paid by the Board.

ARTICLE 15 - EMPLOYEE LEAVE
SICK LEAVE

- 15.1 Sick leave credit shall accumulate at the rate of one and one-fourth (1-¼) days per month worked to a maximum of fifteen (15) days per year.
- 15.2 Each employee's maximum accumulation shall be no more than 260 days.
- 15.3 Each employee shall be granted an advance of five (5) days of sick leave each year. The Board may grant additional sick leave, if needed, upon written request of the employee and consideration of the recommendation of the Superintendent, up to a maximum of fifteen (15) days.
- 15.4 Any employee transferring to the employ of the Board shall be credited with the unused balance of his accumulated sick leave, to the maximum allowed by this agreement, upon verification of such accumulation.
- 15.5 Each employee may, upon notice to the responsible administrative office, use sick leave for reasonable absences due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees, or children, and reasonable absence due to illness or death in the immediate family.
- 15.6 For the purpose of this policy, immediate family shall be limited to: spouse, children (natural or adopted), parent, brother or sister, father and mother-in-law, grandparent, foster child or ward placed in the employee's home by the court, or any other person living in the employee's household and who qualifies as a dependent on the employee's federal income tax return for the current or immediately preceding calendar year.
- 15.7 One (1) day of sick leave shall be granted for the death of any other relative.

- 15.8 The Board may require documentation of the dependent's status, which may include, but is not limited to, the following:
1. Payment by the employee of medical, dental, or optometric bills for the person claimed as a dependent;
 2. Listing of the claimed dependent's name on the employee's fringe benefit coverage;
 3. Copies of federal tax returns listing said person as a dependent;
 4. An itemization of income and assets available to the dependent for use as his own support, including non-taxable income.
- 15.9 Employees serving in a part-time position and moving to a full-time position will have sick leave converted in proportion to the actual hours worked as a part-time employee.
- 15.10 Employees reporting off work due to personal illness must provide a minimum of two (2) hours notice to their immediate supervisor, or provide reasons as to why such notice could not be given.
- 15.11 Use of sick leave for illness lasting four (4) consecutive work days or more will require the employee to provide the following information on a sick leave form:
1. Employee illness - doctor's approval to return to work.
 2. Family illness -
 - a. Name of Person
 - b. Relationship
 - c. Written verification of illness from attending physician or authorized medical personnel attending the individual
 - d. Proof of the individual's legal dependency on the employee may be requested.

3. Completion of the appropriate sick leave form and information will be the responsibility of the employee. Failure to complete the form within five (5) working days of return to work will result in loss of wages for the sick leave days taken and no sick leave will be deducted from the employee's sick leave accumulation. Such forms will be supplied in duplicate by the board. The employee's copy affixed with the employee's supervisor or principal's, signature should be considered proof of completion in cases where the original is misplaced.

15.12 Employees returning from sick leave must notify their immediate supervisor before the end of their regular shift on the day prior to return to work. If no contact can be made with the immediate supervisor, notification may be given to the Central Office.

15.13 A maximum of three (3) days may be used for the death of any other relative not identified above.

15.14 To the extent it is not clearly consistent herein, this provision shall be otherwise governed by the provisions of ORC 3319.141.

Sick Leave Bank

- A. Immediate family shall include grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or any other person who, because of relationship to the employee, shall be determined by the Superintendent to be members of the employees immediate family.

Sick Leave Donation

- B. When in the judgment of a bargaining unit member's physician he/she will exhaust all of his/her accumulated sick leave for the

remainder of the school year due to catastrophic illness or injury of the bargaining unit member, the bargaining unit member's husband, wife, children or stepchildren, and legal guardianships and additional days are still needed then he/she may request through the Association that additional days be transferred into his/her leave account. The bargaining unit member shall be required to submit a letter/ report to the Sick Leave Donation Committee from his/her medical care provider (doctor, mental health professional, etc.) to verify the bargaining unit member's catastrophic illness or injury. The committee established in paragraph f. shall establish an internal policy to administer such a transfer. When such a situation arises and a request has been made to the Association President or his/her designee will issue a request for donation of sick leave from members of the bargaining unit. The request from the president or his/her designee will have the following information:

- a. Name of the employee requesting the leave
- b. Number of years employed in the school district
- c. Name of building(s) in which the employee works
- d. Number of days needed
- e. Reason for the need

Requests must be made prior to the pay period when the need for days is anticipated. Once the request for donations is issued, bargaining unit members may submit donations for ten (10) working days.

As donation forms are returned to the Association President or his/her designee they will be dated, copied and the originals will be sent to the district treasurer. The district treasurer will deduct the

number of the donated days from the donating member and transfer those days to the bargaining unit member requesting the days. The days donated will be deducted in the order as the donation forms are received. If there are more days donated than are needed, those days will not be deducted or transferred.

Should the need arise for additional days beyond the initial request or enough days are not donated to cover the initial request, the member may request a second posting for the request of donated days which would need the mutual agreement of the superintendent and the association president. This request shall be made following the same procedures as the initial request. It is the member's responsibility to be aware of the pay periods and when they have exhausted their sick leave. Request for donations must be made ten days prior to employee's exhaustion of his/her sick leave. The treasurer's office has the authority to not issue pay for those days absent but no leave available.

Additional Limitations:

- a. Donations from a bargaining unit member cannot exceed six (6) days in each fiscal year;
- b. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement;
- c. The recipient bargaining unit member must exhaust his/her own sick leave days, personal leave, and vacation prior to being granted donated days;
- d. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;
- e. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to

- the Association's administration of the sick leave transfer days;
- f. The Sick Leave Donation Committee shall consist of the Ohio Association of Public School Employees (OAPSE) Local President or designee, two members appointed by the Ohio Association of Public School Employees, the Superintendent, and two persons appointed by the Superintendent. All decisions of the Sick Leave Donation Committee require a majority vote. All decisions are final and not subject to the grievance procedure.

SICK LEAVE FOR MATERNITY PURPOSES

- 15.15 Any employee who becomes pregnant following her employment by the Board will notify the Superintendent in writing of her pregnancy as soon as possible after she learns that she is pregnant. At that time she will indicate the anticipated date of the requested pregnancy leave. She will also notify the Superintendent in writing of her anticipated delivery date promptly after her physician informs her of that date.
- 15.16 If her condition requires, a pregnant employee may use accumulated paid sick leave for disabilities resulting from her pregnancy, and for necessary periods of confinement. The Superintendent may require the employee to supply a written statement from her physician substantiating that such a disability or need for confinement exists.
- 15.17 It may be further requested that each employee using sick leave for pregnancy sign an authorization permitting the Superintendent to seek and receive information from her physician concerning her health.
- 15.18 If a pregnant employee prefers not to use accumulated paid sick leave or has exhausted her accumulated sick leave credit, the employee may apply for a maternity leave of absence without pay or benefits.

15.19 The employer agrees that no provisions of this article will deny any employee benefits provided by the Family Medical Leave Act. Alleged violations will be handled through the grievance procedure.

PARENTAL LEAVE

15.20 Notwithstanding an employee's right to use sick leave due to pregnancy, a parental leave of absence, without pay, shall be granted to an employee upon request. The request must be submitted in writing and accompanied by a statement from the employee as to the requested commencement of the leave and documentation or explanation for such leave. A parental leave of absence shall be granted for not more than one year for the purpose of child rearing following the birth or adoption of a pre-school child. Requests for parental leave shall be submitted at least six (6) weeks prior to the anticipated commencement of the leave, unless the reason(s) for an untimely request are beyond the control of the employee.

15.21 Request for reinstatement from parental leave shall be submitted in writing to the Superintendent no later than four (4) weeks preceding the anticipated return of the employee.

15.22 Employees on parental leave sixty (60) days or less shall be entitled to continued seniority to which they would have otherwise been entitled. Employees on parental leave of more than sixty (60) days shall not be entitled to seniority earned over the sixty (60) day period. However such suspension of accrual of seniority shall not constitute a break in service. Unless the position has been eliminated, the employee shall be reinstated to the similar position (classification, hours, shift) held prior to leave without loss of seniority. If the position was eliminated, the employee will be reinstated to a position within the classification held prior to the leave, provided that employees with greater seniority are not on lay off status.

If employees are on lay off status, the layoff provisions (i.e. bumping) of Article 8 shall be applicable to the returning employee.

15.23 Employees on parental leave more than sixty (60) days may choose to continue to receive medical health insurance coverage or other benefits by paying the monthly premiums to the treasurer in a time frame established by the Treasurer/CFO. Those employees on parental leave 60 days or less shall continue to receive medical insurance coverage at 50% of the monthly premium paid by the Board of Education and 50% paid by the employee.

15.24 The Board shall be under no obligation to modify or alter the job description of any employee who has requested a leave of absence for parental purposes so that the employee may return to work or may remain at work. The Board shall not be required to place such an employee on part-time status for such purpose.

15.25 Nothing contained in this agreement shall prohibit or limit the right of the Board of Education to use substitute employees in place of an employee who has taken a leave of absence for parental purposes.

15.26 The employee agrees that no provisions of this article will deny any employee benefits provided by the Family Medical Leave Act. Alleged violations will be handled through the grievance procedure.

PERSONAL LEAVE

15.27 Each employee shall be allowed three (3) unrestricted days of absence during each contract year without loss of salary.

15.28 No more than five percent (5%) of the employees assigned to a classification shall be absent from his/her assigned building by reason of personal leave; provided however, this restriction is not intended to

prohibit a minimum of one employee per classification being on personal leave at any one time. In instances of most urgent necessity, the immediate supervisor may waive the maximum limitation, if in his/her sole discretion, the circumstances so warrant.

- 15.29 Requests for personal leave shall be made in the employee kiosk no less than three (3) days prior to the date of leave. Requests filed within the three (3) day period shall be denied, unless the supervisor is satisfied after a full explanation by the employee.
- 15.30 Otherwise, requests for personal leave which are in conformity with this article shall be granted.
- 15.31 An employee with unused personal leave at the end of the contract year will have unused personal leave days converted in the following manner:
1. One day of unused personal leave shall be added to the employee's personal leave accumulation for the following year, providing a total of 4 days of personal leave, which the employee may utilize in that year.
 2. Any additional personal leave shall be converted to sick leave to the maximum allowed pursuant to this agreement at the end of June of each year.
- 15.32 Request for Personal Leave that is denied by the immediate supervisor shall be reviewed by the Superintendent or his assistant within twenty-four (24) hours, if filed within the timely three-day guidelines.

LEAVE OF ABSENCE

- 15.33 The Board of Education may grant a leave of absence, which shall not constitute an interruption of an employee's seniority. The leave may be granted in accordance with the Ohio Revised Code. Credit for experience will not be granted for the leave time. Upon return to active employment,

employees shall be assigned a position within the classification held at the time the leave was granted at a rate of pay equal to the rate paid for the experience and classification at the time of the return. Leaves shall be granted for a maximum of six (6) consecutive months. Additional leave may be granted with a written request to the Board.

- 15.34 Employees injured on the job and eligible for Worker's Compensation benefits may be granted a leave of absence for the period of disability as per the Ohio Revised Code. Approved leave will include the continuation of medical insurance benefits for a period of three (3) months with the Board of Education assuming its share of the regular monthly premium and the employee responsible for his/her share of the monthly premium (See Article 14). All other fringe benefits may be maintained with the employee paying the monthly premium for all fringe benefits they so choose to continue to receive.

ASSAULT LEAVE

- 15.35 When a classified staff member is absent due to a physical disability resulting from an assault suffered in the course of employment, such employee shall be maintained on full pay status during the period of such absence according to the provisions hereinafter set forth.
- 15.36 The employee shall be entitled to a maximum of twenty (20) days of assault leave for each occurrence.
- 15.37 Requests for assault leave shall be made on forms prescribed by the Board and signed by the employee justifying the use of the assault leave. The initial request for assault leave shall be for a maximum of five (5) days.
- 15.38 Additional requests for assault leave may be made for periods not exceeding five (5) days, up to the maximum leave allowed herein.

- 15.39 If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration, shall be required before assault leave can be approved or continued. Responsibility for securing such a certificate rests with the employee.
- 15.40 The assaulted employee or a person on his behalf shall notify the Superintendent of Schools, in writing, providing as much detail as possible, within forty-eight (48) hours of the time of the assault. If the assault occurred on other than school property, the assaulted employee shall also notify within forty-eight (48) hours the proper law enforcement officials.
- 15.41 To be entitled to assault leave, the employee shall file and pursue in good faith a claim for Workers' Compensation regarding the incident. Failure to do so shall result in forfeiture of the leave.
- 15.42 All compensation received hereunder shall be reduced by the amount of Workers' Compensation benefits received by the employee.
- 15.43 Falsification of either a signed statement or a physician's certificate is grounds for termination of employment.
- 15.44 In the event a request is made for use of assault leave for more than five (5) days, the Board may require an examination of the employee by a licensed physician chosen by the Board. The purpose of the examination is to secure from that physician his medical opinion regarding the existence, nature, and duration of the claimed disability. The employee requesting the leave shall waive the physician-patient privilege regarding said opinion as the same applies to the Board, its agents, or legal representatives. Failure to comply with this provision shall be cause for denial of continuation of the assault leave.

- 15.45 Assault leave may be denied for an assault suffered as a result of provocation by the employee, or an assault suffered as a consequence of employee failure to exercise reasonable care for his own safety.
- 15.46 If assault leave is denied or forfeited pursuant to the provisions of this policy, leave previously taken pursuant to a request for assault leave shall be deducted from sick leave, if it exists.
- 15.47 In the event that there is a question as to the authenticity of a reported occurrence or incident of assault, a review panel of three (3) consisting of an employee chosen by the assaultee, one administrator, and one board member, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make a final determination as to whether to grant or not to grant assault leave and the decision of the Board shall be final.

JURY DUTY

- 15.48 A member of the bargaining unit who is a full-time employee and who is called to jury duty on a day when he or she is scheduled to work shall receive his or her regular compensation; provided the employee pays to the Treasurer all remunerations received for being called or serving.
- 15.49 In order to receive payment, the employee must furnish to the Treasurer/CFO a certificate from the clerk of the court reciting the date(s) and length of attendance and the fee paid or to be paid.
- 15.50 If not selected to serve as a juror, the employee shall return to his shift within one and one-half (1-½) hours after being excused.

OAPSE LEAVE

- 15.51 The Board agrees to permit up to two (2) duly elected delegates of OAPSE Local 250 three (3) days of leave each to attend the OAPSE Conference without loss of compensation.
- 15.52 If any local member holds an active state office in OAPSE at the time of the annual conference, one (1) additional member, who must be such a state officer, shall be granted such released time.
- 15.53 The Union President shall notify the Superintendent at least fourteen (14) days prior to the first day of such released time as to the name or names of the employees attending such conference under this article.

HOLIDAYS

- 15.54 Notwithstanding Ohio Revised Code 3319.086, all eleven or twelve month employees shall be entitled to the following holidays for which they shall be paid their regular rate of pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Day after Christmas
	New Year's Eve

- 15.55 Notwithstanding ORC 3319.086, all employees employed for at least nine but less than eleven months, shall be entitled to the following holidays, which fall during their time of employment, for which they shall be paid their regular rate of pay:

New Year's Day	Labor Day
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Martin Luther King Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

Christmas Day

15.56 Employees employed less than nine months shall be entitled to a minimum of those holidays enumerated in this section, which fall during that employee's time of employment.

15.57 In order to receive pay for the holidays listed above, an employee otherwise entitled must have earned wages on the scheduled work day immediately preceding the holiday and the scheduled work day immediately following the holiday or have been properly excused from attendance at work on either or both of those days.

15.58 For the purpose of determining whether a person who is not in the employ of the Board on Labor Day is in compliance with the requirement of paragraph 15.57, the Board shall consider the employee's last scheduled work day of his preceding period of employment as his last scheduled day of employment.

15.59 For the purpose of this article, "employed" and "time of employment" mean the period from initial date of employment to the termination of employment with the school district.

15.60 When a holiday falls on a Saturday, it will be celebrated on Friday; and when a holiday falls on a Sunday, it will be celebrated on Monday.

VACATIONS

15.61 Each eleven and twelve month employee, including full-time hourly rate and per diem employees shall be entitled to vacation after one year of service with the Board of Education. Each year thereafter, while continuing in the employ of the Board of Education, the employee shall be

entitled to vacation leave, excluding legal holidays, with full pay, as follows:

<u>YEARS</u>	<u>DAYS</u>
1 thru 6	10
7 thru 13	15
14 thru 20	20
21 and additional	25

15.62 Employees other than eleven or twelve month employees who transfer to an eleven or twelve month position shall be credited with service with the Board for the purpose of calculating vacation leave eligibility by having their years of service prorated based upon the number of months per year worked (EXAMPLE: A nine month employee would receive 0.75 years of service for each year of employment.)

Example:

A paraprofessional (9 month position) with an anniversary date of December 2004 bids into a custodial position (12 month position) in September of 2015. The employee has accrued 10.75 years of service time as a 9 month employee. Vacation will be calculated at 75% of the service time as a 9 month employee and will be eligible to be taken commencing on the employee's first anniversary date after assuming the 12 month position. First year of vacation eligibility will be prorated based on start date of the new position in relation to anniversary date.

$$10.75 \times 75\% = 8 \text{ years}$$

$$8 \text{ years} = 15 \text{ days vacation}$$

$$\text{September} - \text{December} = 25\%$$

$$\text{First year vacation: } 15 \text{ days} \times 25\% = 3.75 \text{ days}$$

- 15.63 Employee's vacation entitlement shall be accrued based upon the employee's anniversary date.
- 15.64 Employees who change job classifications, and are subject to the orientation period outlined in Section 8.13 of this agreement, will have this orientation period extended by a number of days equal to the number of days of vacation utilized by the employee during this period.
- 15.65 Upon separation from employment an employee shall be entitled to compensation at his current rate of pay for the prorated portion of his earned but unused vacation leave for the current year. In case of the death of a non-teaching school employee such prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his estate.
- 15.66 Vacations are to be mutually arranged between the employee and his supervisor; provided, however, that no vacations need to be approved during the part of the two calendar weeks immediately prior to the opening of school; provided further, however, that the supervisor may refuse to approve a vacation request which would result in more than two (2) employees in any employee classification being absent during any part of such request, or a classification being left without any employee during any part of such request.

In the event more than one employee requests vacation during the same period, and less than all the requests can, in the discretion of the supervisor, be approved, then those to be approved shall be determined on the basis of seniority.

When school is in session, four (4) eligible employees may each utilize 5 vacation days per year at the time of their choice. Approval for request for vacation made between June 1 and September 1 shall be granted on the

basis of seniority with the senior employee receiving his/her preference. Thereafter, approval shall be based upon date of request. All eligible employees shall be permitted to use this option once, prior to any employee being permitted to use it a second time. However, should some employees choose not to utilize this option in a given year, then employees who have used this option previously shall be permitted to use it on the basis of previous utilization and seniority. Specific request to use this option must be made ten (10) days in advance and a substitute employee must be available. Employees shall be notified at least seven (7) days prior to the expected beginning of the vacation period if such request will be granted. No more than one employee per classification may choose this option during the same time. Requests may be denied at the reasonable, articulable discretion of the Supervisor.

15.67 With regard to the above-mentioned vacation Article, the Board of Education will agree to allow employees to accrue a maximum of five (5) days vacation from one year to the next.

This section of this Article will only be in effect concerning the carry-over, in the event of a decision made by the administration and employee(s) were not able to receive requested days of vacation as per the negotiated agreement. If an employee request has not been denied, as per Article 15 of the negotiated agreement, the opportunity to accrue and carry-over the above-mentioned days from one year to the next will not be available.

15.68 At the end of his or her vacation year, an employee entitled to vacation may return up to five (5) days to the Board of Education and will receive their daily rate of pay for each day returned. The employee must inform the Treasurer/CFO of his or her desire to exercise this option during the thirty (30) day period prior to his or her anniversary date each year.

CALAMITY DAYS

- 15.69 In the event a non-teaching employee is required to report to work on a day when the school district or a building is closed to students pursuant to Ohio Revised Code 3319.081, said employee shall report on time and work four (4) hours and will be paid for the entire shift at his/her regular rate of compensation.
- 15.70 It shall be the policy of the Board of Education to require all twelve (12) month bargaining unit employees to report to work on such calamity days, provided that a state of emergency or a Level III Emergency has not been declared. If a State of Emergency or a Level III Emergency has been declared, employees normally required to report to work shall not be required to report to work and shall be paid for that day. The State of Emergency or a Level III Emergency must be declared by County or State Officials and must be verified by such agency.
- 15.71 If an employee does not report to work on a calamity day, a full days' leave (sick, personal, vacation, etc.) will be deducted from his or her accumulation or if no leave is available, one days' pay will be docked from the employee's pay.

When the employer determines to start classes on a "delay basis", nine-month employees shall delay start time on the same basis as students.

ARTICLE 16 - FINGERPRINTING

- 16.1 All current and newly hired OAPSE employees shall pay employer's cost for any fingerprinting required by law.
- 16.2 The Board will pay for the BCI record check for re-certification for full-time OAPSE personnel only if undertaken at this school district

ARTICLE 17 - CLASSIFIED STAFF APPEARANCE CODE

- 17.1 Sleeveless shirts may be worn with straps to be of shoulder width.
- 17.2 Bus drivers and cooks will be permitted to wear shorts to work during the months of May through the end of October. Custodians and maintenance people may wear shorts during this period when students are not in session; however, protective equipment, including long pants, long sleeve shirts and eye protection will be worn when working with hot tar, stripper, or other chemicals which are designated by the MSDA as not to come into contact with the skin and carry a health hazard rating of 3 or above. Custodians and maintenance employees shall be required to have immediately available long pants and long sleeve shirts.
- No biker or tight fitting shorts will be permitted.
- Shorts will be not shorter than three (3) inches above the knee.
- 17.3 Employees' appearances should be neat and clean. Male employees are to be cleanly shaven on a daily basis. If an employee is growing a full beard, it should be kept neat and trimmed.
- 17.4 Footwear secured around the back of the foot.
- 17.5 No employee, while on duty, shall use tobacco in any form while he or she is responsible for the supervision of students or in the presence of students.

ARTICLE 18 - SUBCONTRACTING/TEMPORARY EMPLOYEES

- 18.1 The Board shall not employ any person under any secondary school or college work-study program or any state or federal funded work experience program, in such a manner as to reduce the number of employees in the bargaining unit.
- 18.2 No outside contractor shall be used to eliminate the job of or reduce the regular work hours of a bargaining unit member.
- 18.3 Nothing herein shall be construed to prohibit or limit the Board from:
- a. Subcontracting supervisory duties or any other right reserved to management;
 - b. Instituting a uniform reduction in the work force or its compensation as provided by law;
 - c. Not filling a vacancy in the work force.
- 18.4 No substitute, temporary, or other casual employee shall remain in such status for any one position for more than ninety (90) working days.

ARTICLE 19 – CALENDAR COMMITTEE

19.1 The Union shall select two (2) representatives from the bargaining unit to meet with the superintendent and OEA representatives between January 15 and February 15. The meeting shall be held for the purpose of providing input on the school calendar.

ARTICLE 20 – MILEAGE

20.1 Employees shall receive mileage at the rate of 45 cents per mile when operating their own personal vehicles for work purposes.

SIGNATURE PAGE

The following authorized representatives of these parties do hereby set their name to this document on this 12 day of August 2019.

For the Bellaire Board of Education

For the Ohio Association of Public School Employees and its Local 250

