



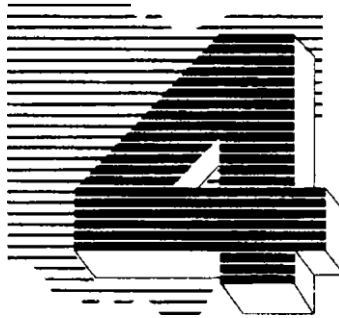
12/20/2022
1206-02
19-MED-03-0276
42640

NEGOTIATED AGREEMENT
BETWEEN THE

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO
AND ITS LOCAL #373

AND THE

BUCKEYE LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION



OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2019 thru June 30, 2022

Index

<u>Article</u>	<u>Page</u>
ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - RIGHTS OF THE INDIVIDUAL	2
ARTICLE 4 - NEGOTIATING PROCEDURE AND IMPASSE	2
ARTICLE 5 - MANAGEMENT RIGHTS	5
ARTICLE 6 -GRIEVANCE PROCEDURE	6
ARTICLE 7 - SENIORITY	12
ARTICLE 8 -VACANCIES	12
ARTICLE 9 - CONTRACT PROVISION	14
ARTICLE 10 - REDUCTION IN STAFF	14
ARTICLE 11 - STANDARD WORK WEEK	16
ARTICLE 12 - SICK LEAVE POLICY	17
ARTICLE 13 - PERSONAL LEAVE	20
ARTICLE 14 - PAYMENT UPON RETIREMENT	21
ARTICLE 15 - DISCIPLINE PROCEDURE	21
ARTICLE 16 -VACATION	22
ARTICLE 17 - CALAMITY DAYS	23
ARTICLE 18 - STIPENDS	23
ARTICLE 19 - BOILER LICENSE	23
ARTICLE 20 - USE OF BUILDING	23
ARTICLE 21 - DUAL EMPLOYMENT	24
ARTICLE 22 - BREAKDOWN TIME -BUS DRIVERS	24
ARTICLE 23 - BUS SERVICING TIME	24
ARTICLE 24 - SUPPLEMENTAL BUS TRIP	25
ARTICLE 25 - OAPSE CONFERENCE	27
ARTICLE 26 - COURT APPEARANCES	27

ARTICLE 27 - EDUCATIONAL AIDES	28
ARTICLE 28 - TRAINING PROGRAMS	29
ARTICLE 29 - TRANSPORTATION MEETINGS	30
ARTICLE 30 - HOSPITALIZATION	30
ARTICLE 31 - LIFE INSURANCE	32
ARTICLE 32 - DENTAL INSURANCE	33
ARTICLE 33 - UNION DUES DEDUCTION	33
ARTICLE 34 - ENTIRE AGREEMENT	34
ARTICLE 35 - WAGE SCHEDULE	35
ARTICLE 36 - JOB DESCRIPTIONS	37
ARTICLE 37 - BOARD PAPER PICK - UP OF BARGAINING UNIT MEMBER'S CONTRIBUTIONS TO SERS	37
ARTICLE 38 - ILLNESS LEAVE	38
ARTICLE 39 - MILITARY LEAVE	39
ARTICLE 40 - ASSAULT LEAVE	39
ARTICLE 41 - NO STRIKE	39
ARTICLE 42 - DISTRIBUTION OF AGREEMENT	40
ARTICLE 43 - DURATION OF AGREEMENT	40
SALARY SCHEDULES	41, 42
Appendix A OAPSE Attendance Form	43
Appendix B 2019/2020 Insurance Opt Out Form.....	44
Appendix C 2020/2021 Insurance Opt Out Form	45
Appendix D 2021/2022 Insurance Opt Out Form	46

ARTICLE I - PREAMBLE

- 1.01 The parties understand and agree that the Buckeye Local Board of Education is charged by law with the duty and responsibility of operating the public schools within the Buckeye Local School District and that in carrying out those duties and responsibilities, the employment of non-teaching operational employees is an essential and important function. It is the intent and purpose of this Agreement to establish collective negotiation procedures which will assure sound and mutually beneficial economic and employment relations between the parties hereto and to provide an orderly and peaceful means to resolving areas of concern between said parties.
- 1.02 Consistent with the provisions in Article 5, it is the intent and purpose of the parties hereto to attempt to reach mutual understandings and agreements regarding the wages, hours and conditions of employment for employees in the bargaining unit.
- 1.03 The Union, its officers, its representatives, and all bargaining unit employees shall observe the provisions of this Agreement. The Board of Education, its officers and its representatives shall observe the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Buckeye Local Board of Education (hereinafter called the "Board"), recognizes the Ohio Association of Public School Employees and local Chapter #373 (hereinafter called the "Union"), as the sole and exclusive negotiating agent for regular non-teaching employees employed by the Buckeye Local Board of Education.
- 2.02 The Board and Union recognize the areas to be included in the bargaining unit are:
- A. Bus Drivers
 - B. Head Custodians and Custodians
 - C. Maintenance
 - D. Head Mechanics and Mechanics
 - E. Secretaries
 - F. Head Cooks and Assistant Cooks
 - G. Educational Aides

Excluded from the bargaining unit are the following:

- A. Treasurer, Business Manager, and Assistants
- B. Superintendent's and Assistant Superintendent's Secretaries
- C. Transportation, Food Service and Maintenance Supervisor
- D. Substitute employees
- E. Other confidential supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code

Whenever the parties disagree as to whether a position should be included or excluded from the unit, they shall petition SERB for a bargaining unit clarification in accordance with Chapter 4117.01 of the Ohio Revised Code.

- 2.03 The Board and the Union recognize and agree that full time non-teaching employees have the right to join, participate in, and assist the Union and the right to refrain from such membership.
- 2.04 The Union may use designated bulletin board space in every school building to post and remove notices of Union activities and matters of concern. Any item may be posted unless the material contained is defamatory, obscene, libelous, and derogatory, is detrimental to the bargaining relationship, or tends to impede or disrupt the normal operations of the school district. Posting of any unauthorized material in violation of this section shall result in the immediate cancellation of bulletin board privileges.
- 2.05 The Union may use school buildings to conduct meetings provided such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed. All requests to use school facilities shall be submitted to the appropriate principal at least forty-eight hours in advance. The Union shall be responsible to see the building is clean and secure upon departure.
- 2.06 The Board shall email the Board agenda to the Local Union President on the same date it is delivered to the Board. The Local President shall be notified by email of all Board meetings and special meetings when the meetings are scheduled.

ARTICLE 3-RIGHTS OF THE INDIVIDUAL

- 3.01 Nothing contained herein shall abridge the right of any employees to express their views to the Board of Education concerning matters which do not pertain to this Collective Bargaining Agreement at any scheduled meeting of the Board in accordance with Board policy. Provided that during the term of recognition, negotiations shall be conducted only with the Union.

ARTICLE 4-NEGOTIATING PROCEDURE AND IMPASSE

4.01 **PROCEDURE**

Pursuant to Section 4117.14(C)(I) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.

4.02 **SCOPE OF BARGAINING**

The scope of bargaining by and between the Board and the Union shall be related to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.

- 4.03 The collective bargaining representatives of each party shall consist of no more than five (5) individuals. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's 5 spokesperson requests that another member of the team speak on an issue.

4.04 REQUEST FOR NEGOTIATIONS

In accordance with Section 4117.14 of the Ohio revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.

4.05 The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.

4.06 Within fifteen (15) days of the request, the parties shall meet and submit full proposals in writing for consideration. The bargaining agenda will be set at this initial meeting and no additional items may be added to future meetings without mutual consent.

4.07 CURRENT AGREEMENT

All the terms and conditions of the existing collective bargaining Agreement shall continue in full force and effect, without resort to strike or lock-out until the expiration date of said Agreement, or the expiration of any mutually agreed upon extension.

4.08 NEGOTIATION MEETINGS

Either party may call upon professional or lay representatives to consider matters under discussion and to make presentation to the other party during negotiating meetings. A maximum of five (5), three (3) hour meetings will be held during the working day with release time for a maximum of four (4) employees.

4.09 NEGOTIATIONS -PRIVATE

All negotiating meetings shall be private and closed except to those set forth in 4.03 and 4.08 above and 4.12 and 4.15 below.

4.10 EXCHANGE OF INFORMATION

The Board shall furnish to the Union, upon reasonable request, existing information relevant to the bargaining process including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the School District. The Union shall furnish to the Board's 5 negotiating representatives, existing information relevant to the bargaining process. After the initial negotiations session, all requests for information should be coordinated through the respective spokespersons.

4.11 CAUCUS

Upon request of either negotiations team, a caucus shall be granted for up to thirty (30) minutes unless there is mutual agreement to extend the time.

4.12 PROGRESS REPORTS

- (a) No periodic written progress reports may be issued during negotiations to the public by either party.
- (b) The Union's team retains the right, through its chairman, to issue general reports to its membership on the progress of negotiations.
- (c) The Board's team retains the right, through its chairman, to issue general reports to members of the Board and its administration on the progress of negotiations.
- (d) Individual team members shall not release information to the press or public.

4.13 AGREEMENT

When an Agreement is reached on all issues processed, each party's 5 representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the Union membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board.

When approved by the Union and the Board, the Agreement shall become a binding collective bargaining agreement between the Union and the Board.

4.14 DISAGREEMENT

If thirty days before the Agreement expires, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall utilize the services of the Federal Mediation and Conciliation Service. The parties shall jointly notify the State Employment Relations Board that they have submitted the matter to an alternative dispute resolution procedure and do not wish SERB to intervene. The parties may mutually agree to an alternative mediation service. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C) (1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14. However, the Union retains its right to invoke the provision of O.R.C. 4117.14(D) (2) should the dispute resolution procedure listed above be unsuccessful.

4.15 FEDERAL MEDIATION & CONCILIATION SERVICE

- (a) Any cost, should they occur for Federal Mediation and Conciliation Service, shall be shared equally between the Union and the Board of Education.
- (b) The mediator shall have the authority to hold bargaining sessions and to confer with any persons deemed necessary to resolve the impasse.
- (c) The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement. The mediator has no authority to bind either party to any agreements.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Board hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
- (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, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
 - (b) Direct, supervise, evaluate, or hire employees;
 - (c) Maintain and improve the efficiency and effectiveness of Board operations;
 - (d) Determine the overall methods, process, means, or personnel by which school district operations are to be conducted including the opening or closing of buildings, the hours such buildings are open, and the addition, deletion, or modification of school bus routes;
 - (e) Suspend or terminate for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
 - (f) Determine the adequacy of the work force;
 - (g) Determine the overall mission of the School District including the establishment of curriculum, special programs, athletic, recreational and social events for students;
 - (h) Effectively manage the work force including the determination of building schedules, hours of operation, and the duties, responsibilities and assignments of staff members;
 - (i) Take actions to carry out the mission of the School District.
- 5.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

- 5.03 The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement.
- 5.04 Should the exercise of a management right cause a change in the wages or hours of employment, the Superintendent and/or his/her designee shall notify the Union president of such changes.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 6.01 A grievance is a complaint involving the alleged violation, misrepresentation or misapplication of a specific article or section of the written provisions of the negotiated agreement between the Union and the Board of Education.
- 6.02 A grievant is a staff member or group of staff members, in the bargaining unit, alleging a violation, misrepresentation or misapplication of the written provision of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.
- 6.03 "Days" shall mean working days of the calendar.

B. PURPOSE

- 6.04 The purpose of the grievance procedures is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings may be kept confidential at all levels of the procedure. However, according to law, it is a matter of Public Record.

C. ELECTION OF REMEDIES

- 6.05 This procedure shall be the sole and exclusive mechanism for resolving grievances as defined in A above. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure, such as the initiation of litigation or charges with a state or federal agency, in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure.
- 6.06 Neither the Union nor any member of the bargaining unit shall strike or undertake any job action concerning any matter which constitutes a grievance as defined in Section 6.01.

D. TIME LIMITS

- 6.07 In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.

- 6.08 If the grievance is not initiated at Level One within five (5) days after the aggrieved person or persons knew or reasonably should have known of the alleged violation, misinterpretation or misapplication upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance and may not be processed as such.
- 6.09 All grievances must be appealed to the next formal level within five (5) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. If the administration fails to respond to a grievance within the time limits at any level, the grievant may appeal to the next level within five (5) days of when the response should have been given.

E. PROCEDURES

- 6.10 The grievant shall have the right to be present at all steps of the grievance procedure. OAPSE shall have the right to have one (1) Field Representative present at all stages of the specified grievance procedure, plus one (1) other identified member of the Local Union. No other person will be permitted to accompany the grievant.
- 6.11 A grievance may be withdrawn at any level, but once withdrawn may not be re-filed.
- 6.12 Copies of the documents pertaining to a grievance which has been filed shall be placed in files of the Superintendent and the President of the Union. All proceedings shall be destroyed after seven (7) years. However, according to law, it is a matter of Public Record.
- 6.13 Copies of all written decisions of grievances shall be sent to all parties involved: The Union President, the Aggrieved, the Superintendent, and the appropriate Administrator.
- 6.14 Forms for processing grievances are included in this Agreement.

F. GRIEVANCES SHALL BE RESOLVED AS FOLLOWS:

- 6.15 LEVEL ONE - INFORMAL: An employee having an alleged grievance shall first discuss such grievance informally with his/her immediate supervisor. The problem shall have been discussed within five (5) working days after the alleged grievance occurred.

This is the most important level in the grievance procedure. Every effort should be made to resolve the grievance at this level.

- 6.16 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 building principal, or immediate supervisor. If such grievance is not lodged within five (5) working days following the discussion at Level One, the grievance shall no longer exist.

The written grievance shall be on a standard form supplied by the Board 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 building principal or immediate supervisor. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee shall be advised in writing of the time, place, and date of such hearing.

The building principal or immediate supervisor shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) working 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, to the Superintendent, and the President of the Union.

- 6.17 **LEVEL THREE - FORMAL:** If the grievant is not satisfied with the disposition at Level Two, he/she may appeal the grievance to Level Three within five (5) working days after receipt to the Level Two response. A conference between the President, and/or his designate, the aggrieved, and the Superintendent may be held to seek a solution to the grievance. This conference shall be held within ten (10) working days of the submission of the grievance at Level Three.

The Superintendent shall, within five (5) working days after the receipt of the grievance, or, if a conference is requested, within five (5) working days after the conference, review the grievance and give a written response to the employee with copies to the supervisor and President of the Union.

When a conference is held, the Superintendent shall, within five (5) working days after the conference, review the grievance and give a written response to the aggrieved person and the President of the Union.

- 6.18 **LEVEL FOUR - FORMAL:** If the grievance is not resolved to the satisfaction of all parties involved during any of the first three levels, the dissatisfied party, and his/her Union representative, may appear at the next scheduled regular meeting of the Board of Education to present his/her grievance. A formal written request shall be filed with the Superintendent stating the desire to be placed on the Board agenda, and the subject to be discussed. Such request shall be at least five (5) working days in advance of the Board meeting.

The Board shall take action on the grievance within ten (10) working days after the meeting.

The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee by certified mail and/or hand delivered. Copies will also be sent to the building principal, or supervisor, Superintendent, and the President of the Union.

- 6.19 **LEVEL FIVE:** The grievant and/or the Union may within five (5) working days after the receipt of the Board's response, notify the Superintendent of its intent to submit the grievance to mediation. Any cost, should they occur for the Federal Mediation and

Conciliation Service, shall be shared equally between the Union and the Board of Education. The mediator shall have the authority to hold mediation sessions and to confer with any persons deemed necessary to resolve the grievance. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a resolution to the grievance. The mediator has no authority to bind either party to any agreements.

- 6.20 LEVEL SIX: The Union may, within ten (10) working days after the final mediation session, notify the Superintendent of its intent to submit the grievance to arbitration.

The Union and the Superintendent shall jointly request that the Federal Mediation and Conciliation Service submit a list of nine (9) arbitrators to both parties.

Should either party refuse to comply with this section, the other party would have the right to proceed unilaterally to request the list.

Within five (5) working days of the receipt of such list, the Union President or Representative and the Superintendent or designee shall select an arbitrator by alternately striking a name from the list until only one name remains. The striking of the first name shall be determined by the toss of a coin.

G. PARAMETERS

- 6.21 The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
- 6.22 The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as, may be agreed upon. The decision shall be in writing and a copy shall be sent to the grievant, the Board, the OAPSE Grievance Committee, the Superintendent, the Treasurer of the Board of Education, the immediate Supervisor and the President of the Union. The decision of the arbitrator shall be binding on the Board, the Union, and the grievant.
- 6.23 The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provision of this Negotiated Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein, nor shall he make any decision contrary to law.
- 6.24 The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. If a grievance is submitted to an arbitrator upon which he has no power to rule, he shall deny the grievance.

GRIEVANCE FORM

Buckeye Local Schools & OAPSE Local 373

Level 1 - Informal discussion with immediate supervisor (within 5 days of alleged occurrence)

Level 2

Statement of Grievance [To be submitted within 5 days of the informal claim (include date grievance occurred, location if applicable, and brief description of incident giving rise to grievance)]

Remedy Requested

Signature of Grievant

Date

Supervisor's Response (within 5 days of receipt or 5 days of hearing if held) (also signifies that informal step has been complied with)

Supervisor's Signature

Date

Level 3

Appeal to Superintendent

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

Signature of Grievant

Date

Level 3 (cont.)

Superintendent's Response (within 5 days of receipt or date of Level 3 meeting)

Superintendent's Signature

Date

Level 4

Appeal to Board of Education (at least 5 days prior to BOE meeting)

Local Union President's Signature

Date

Signature of receiver (Supt's office)

Date

Level 5

Appeal to Mediation (within 5 days of Board of Education answer)

Local Union President's Signature

Date

Signature of receiver (Supt's office)

Date

Level 6

Appeal to Arbitration (within 5 days of Board of Education answer)

Local Union President's Signature

Date

Signature of receiver (Supt's office)

Date

(Additional pages may be attached if further explanation is necessary)

**A copy of this completed document must be maintained
in the Local Union's file.**

COST OF ARBITRATION

6.25 The cost of the arbitrator and other related costs of the arbitration hearing shall be paid by the losing party. However, each party shall bear its own cost of preparation and presentation.

ARTICLE 7 - SENIORITY

7.01 Seniority shall be defined as the uninterrupted length of employment by an employee with the Board as computed from the employee's most recent date of hire. Date of hire shall be defined as the effective date of employment as specified in the Board adopted resolution. Total years of continuous Buckeye Local School District service, prior to and including consolidation, shall be used in the computation of seniority. An authorized leave of absence shall not constitute an interruption of continuous service.

7.02 For the purpose of this Agreement, the classifications are:

Bus Driver	Secretarial
Custodial	Cooks
Educational Aides	Mechanics
Maintenance	

7.03 Only regular employees shall accumulate seniority.

7.04 Substitute employees and part-time casual employees shall not accumulate seniority.

7.05 Any conflicts in seniority (for employees with the same effective date) shall be resolved by the employee with the highest numerical order of the last four (4) digits of the employee's social security number. Said employee with the higher number will be deemed more senior.

ARTICLE 8-VACANCIES

8.01 Within 30 calendar days of the day a vacancy occurs, it shall be posted in a conspicuous place for internal bidding, in all buildings where non-teaching employees are employed, for a period of five (5) working days. For purposes of this section, a day when school has been cancelled due to inclement weather is not a "working day." This posting shall contain the classification, job description, location, qualifications, salary range, and time schedule of the position, as determined by the Superintendent.

8.02 All notices of vacancies shall be posted in each building for a minimum of five (5) working days. However, if the vacancy occurs between May 31 and September 1, the official notices will be posted only in the high school principal's office. Copies of all vacancy notices and the name of the person which receives the position shall be given to the Union President. Upon request, the Board will supply the Local President with a list of employees who bid on a position. At the beginning of the posting period, all employees who submit a written request will be mailed a copy of any vacancy which occurs between May 31 and September 1 each year.

- 8.03 Employees desiring the position shall submit their bid to the administrator announcing the bid within five (5) working days of the date of the "application acceptance dates." The application acceptance dates shall consist of the five (5) working days immediately following the posting of the bid notice.
- 8.04 The position shall be awarded to the employee possessing the most seniority of the employees who bid on the position from within the classification in which the vacancy exists.
- 8.05 Any person bidding into a new position in his or her classification shall serve a fifteen (15) calendar day probationary period. Management reserves the right to reassign the employee to his or her former position if employee cannot adequately perform duties. The employee shall also have fifteen (15) calendar days to return to his/her former position. Also, employee has the right to waive the fifteen (15) calendar day probationary period at any time prior to its expiration.

In the case of an employee bidding into a 12 month position which is awarded during the months of June through August, one half of this probationary period shall occur during the first fifteen calendar days of the school year. The position left vacant shall be filled by a substitute employee until the 30 calendar day period has concluded or until the employee who has moved determines that he or she would like to return to the position left to take the new position.

- 8.06 Should no one, from within the classification in which the vacancy exists, bid on the vacancy, the position shall be awarded to the employee who possess the greatest amount of seniority from list of those employees who have bid on the position and are determined to be qualified to fill the position by the Superintendent. The Superintendent may administer an exam to any employee seeking employment outside of his or her classification. The employee must receive a passing score on the test to be awarded the position.
- 8.07 If the vacant position is successfully bid by a member of the bargaining unit, the position shall be filled as soon as practicable, but in no case later than fifteen (15) calendar days after the position is posted for bid.
- 8.08 An employee appointed to fill a vacancy in a different classification shall serve a probationary period not to exceed thirty (30) calendar days. If such employee's performance is unsatisfactory, he shall be reassigned to his former position at the salary or wage earned prior to his appointment to the vacancy. The employee shall also have thirty (30) calendar days to return to his/her former position. Also, employee has the right to waive the thirty (30) probationary period at any time prior to its expiration. Should the probationary employee be one who was recalled from layoff to fill a vacancy, the employee will be returned to lay off status. The employee's two (2) year recall period, as stated in Section 10.05 of this agreement, shall begin at this time.
- 8.09 The Administration and Board shall determine when a vacancy exists and whether it shall be filled. The Board and Administration reserve the right to reject all bids after a job has been posted.

- 8.10 An employee who is awarded a position in special population classroom (i.e. MH, SBH, etc.) must retain the job for the entire school year unless awarded a position in another classification. Should the employee be awarded another position within the Aide classification, he or she shall be paid based upon the number of hours of the position which works the largest number of hours. It is understood that said employee will work the full number of hours for which he/she is being paid as an Aide (i.e. if you are paid for 8 hours; you are working 8 hours).
- 8.11 The administration will exhaust this procedure for filling vacancies, contained herein, prior to opening the position to non-bargaining unit members.
- 8.12 Any employee awarded a new position that results in an increase in pay and/or hours worked will not receive such increase until the thirty (30) calendar day probationary period has expired. Once the thirty (30) day calendar period has passed, all increases in pay will be computed retroactive to the actual start date of the new positions. The employee will receive the retroactive pay increase on the next pay following the date it was determined that the employee cannot move back to the previous position.
- 8.13 In the event of any absence of a custodian for a period in excess of two (2) consecutive work days, other custodians from the same building, with the approval of the Superintendent or designee, will be assigned on a seniority rotation basis to fill in for the absent employee.

ARTICLE 9 - CONTRACT PROVISION

- 9.01 Newly hired regular non-teaching school employees, including hourly rate and per diem employees, will serve a 6 month probationary period before the employee shall qualify for a one (1) year contract. At the conclusion of this eighteen (18) month period, upon reemployment, the employee will be awarded a continuing contract.
- 9.02 Once the employee receives a continuing contract, the employee shall only be removed for just cause in line with Article 15, Discipline Procedure, of this agreement or in accordance with Article 10, Reduction in Staff.
- 9.03 Hourly and/or daily rates and annual salary will be specified on the non-teaching employee's contract or salary notice. Employees will be notified by July 1 as to their salary for the ensuing year. Such salary will not be lower than the salary paid during the preceding school year and may be increased but not reduced unless such reduction is part of a uniform plan affecting the employees of the entire district or the employee requests and is granted a reassignment to a job classification at a lower pay schedule.
- 9.04 All employees in the Buckeye Local School District shall be allowed to work day shift in the summer months, unless an emergency arises or there is a need for services on the employees regular schedule.

ARTICLE 10 - REDUCTION IN STAFF

- 10.01 When the Board determines to reduce the number of positions because of lack of funds, lack of work, abolishment of positions, or combination of positions, the Board shall

layoff employees on the basis of reverse order of seniority in the affected job classification. (The least senior people are to be laid off first.)

- 10.02 Should the Board determine to eliminate a position which is held by an employee who possess enough seniority to maintain a position of active employment in his/her classification, that employee shall be granted the right to displace any employee in the classification in which the lay off occurs who possess less seniority than the affected employee. Any employee displaced in accordance with this section shall in turn be granted the right to displace any less senior employee in the affected classification.
- 10.03 Should the displaced employee not possess enough seniority to maintain a position in his/her current classification, he/she may displace any employee who possesses less seniority and holds a position which the employee is qualified to fill. Any employee displaced in accordance with this section shall in turn be granted the right to displace any less senior employee first in his/her current classification and then in any other classification in which he/she is qualified to work.
- 10.04 Any vacant position, created due to job abolishment or lay off that exists once all qualified employees have moved into selected positions for which they hold seniority, shall be posted and filled in accordance with Article 8.
- 10.05 Employees laid off pursuant to this Article shall be recalled to positions in the classification from which they are laid off in reverse order of layoff. An employee shall have recall rights for two years after layoff. Notice of recall shall be given by certified mail to the last address the employee has given the Board. Failure to accept recall within five (5) working days after notification of a job opening shall result in a waiver of recall rights. It is the employee's responsibility to inform the District of his/her address.
- 10.06 Laid off employees without regard to classification, shall be recalled to vacancies in any classification on the basis of seniority and qualifications, provided all those employees laid off from the classification in which the vacancy exists have previously been recalled in accordance with Section 10.05. The Superintendent shall have the discretion to determine whether an employee is qualified for recall to a position in another classification. The Superintendent shall not act arbitrarily nor capriciously in making the decision. The Superintendent has the authority to administer an exam to any employee seeking employment outside of his/her classification. The employee must receive a passing grade on the test to be awarded the position. The employee has the right to review his/her test score, with the understanding that the test cannot be removed from the file or copied. This exam shall not contain any requirements beyond those expected of employees already working in the classification.
- 10.07 Should an employee's time be reduced sixty (60) minutes or more, the employee shall be granted the right to displace, any less senior employee, in the reduced employee's classifications, who is assigned time which is greater than the reduced time of the reduced employee. Any employee who is displaced by this procedure shall, in turn, be granted this same right.

ARTICLE 11 - STANDARD WORK WEEK

- 11.01 **Standard Work Week:** Begins 12:01 am. Sunday, ends at 12:00 midnight Saturday.
- 11.02 Work required by the Board beyond the hours and days for which employee is regularly scheduled to work shall be compensated at the employee's regular rate of pay unless such time constitutes overtime.
- 11.03 **Overtime:** Is the work time required of the employee in any calendar week in excess of forty (40) hours actually worked. Only hours when the employee is on the job in the active performance of services for the district shall be credited toward such forty (40) hours. However in regard to holidays, the employee will be credited with a normal workday when calculating his/her eligibility for overtime during week of a holiday, whether or not the employee works the holiday. The Board may not require an employee to work more than ten (10) hours of overtime per calendar week.

Overtime work shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay or compensatory time equal to one and one-half (1-1/2) for over forty (40) hours and regular time if under forty (40) hours.

Employees will be paid if and when their services are needed. Use of employee services will be determined by the Superintendent and/or building principal. Any extra work authorized by Superintendent and/or building principal will be rotated among the employees in the classification, which would normally perform the work, who work in the building in which the extra work occurs. The administration shall keep a rotation list and indicate on that list each time an employee works additional hours or refuses to work additional hours. The roster for bus drivers shall be posted in the bus garage and a copy of the roster for other employees will be posted in each building in which bargaining unit members regularly work. When an employee refuses to work additional hours, the work will be offered to the next senior employee in that classification in the building where work exists (except bus driver). If an employee refused additional work on three (3) occasions, except for sickness or an approved leave, he/she shall be dropped from the overtime roster for the remainder of the school year. If no employees in the building are available, a substitute may be called.

- 11.04 **Compensatory Time:** An employee requesting compensatory time leave shall apply to his/her immediate supervisor on forms prescribed by the Board. Such application shall be submitted five (5) working days before the requested leave, unless the administration waives this requirement because of an emergency. Compensatory time may be requested by either the employee or the administrator and is subject to the approval of the Superintendent/Designee. However, the option of taking payment or compensatory time shall be the employees. An employee may accrue up to 120 hours of compensatory time. An employee who has requested the use of such overtime shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District. Compensatory time hours used will count as hours worked during the applicable work period for purpose of determining overtime.

11.05 Holidays: Employees shall be paid for the holidays scheduled below at the rate of eight (8) hours at their regularly contracted daily rate of pay. Any employee required to actually work on a holiday shall be paid at his/her regular wage rate times the number of hours worked, plus the regularly contracted daily rate of pay.

Scheduled holidays with pay shall include:

July 4	Eleven and twelve month employees only
Labor Day	All employees
Thanksgiving Day	All employees
Christmas Day	All employees
New Year's Day	All employees
Martin Luther King Day	All employees (3rd Monday in January)
Memorial Day	All employees

As in the past, the Administration shall consider conditions permitting, granting additional days off with full pay.

In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before or after the holiday.

11.06 Unpaid Leave: An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Unpaid leave of absences are discouraged and will only be considered for approval by the Superintendent in rare and irregular instances as determined by the Superintendent.

An unpaid leave, when approved by the Superintendent will be calculated to include deduction of the employee's daily rate of pay and one-twentieth (1/20) of the monthly premium of the Board paid hospitalization, major medical, dental and life insurance for each unpaid day of absence.

11.07 Pay Steps: An employee who enters a different classification shall enter the new classification at the step on the salary schedule which is equal to the employee's number of years of seniority as an employee of the Board.

11.08 Mileage: Employees who use their personal vehicle to conduct school business will be reimbursed for use at the IRS rate per mile.

ARTICLE 12 - SICK LEAVE POLICY

12.01 Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

12.02 Employees, upon approval of the responsible administrative office of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

- 12.03 Immediate Family: Shall include spouse, children, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law and other relatives living in the employee's immediate household.
- 12.04 Death in the Employee's Immediate Family: Two days of paid Bereavement Leave will be granted. These days will not be deducted from the employee's sick leave accumulation.
- Death Outside the Definition of immediate Family: Two (2) days per school year may be charged to sick leave for death of other relatives.
- 12.05 Unused sick leave shall be cumulative up to two hundred and seventy-five (275) days.
- 12.06 The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 or 3319.141 of the Revised Code, shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten years of the date of the last termination from public service.
- 12.07 The Board of Education shall require an employee to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave.
- 12.08 The Board may require a statement signed by a physician to justify the use of sick leave where the pattern of use indicates possible abuse. In addition, the Board may require the employee to provide a physician's statement if he/she uses three or more consecutive days of sick leave.
- 12.09 Falsification of a statement is grounds for suspension or termination of employment under Article 15.
- 12.10 When an employee misses work due to sick leave, he/she shall notify the respective supervisor of his/her return to work by 9:00 p.m. Thereafter, if a substitute is called, the employee will be charged an additional sick day.
- 12.11 When an employee is absent, he/she shall submit a Leave of Absence Form within two (2) working days of absence or the absent employee will be docked an additional sick day.
- 12.12 Any item concerning sick leave, except as modified herein, will be governed exclusively by Ohio Revised Code Section 3319.141.

12.13 PARENTAL LEAVE

Notwithstanding any Employee's right to utilize Sick Leave due to pregnancy, an Employee may take an Unpaid Leave of Absence for up to one (1) year for medical reasons relating to pregnancy and/or for the purpose of child rearing. An Employee on Parental Leave shall continue to receive all Board paid insurance benefits up to a maximum of one (1) year upon payment by the employee to the Treasurer of 50% of the cost of the medical premiums each month. The employees premium share shall paid to

the Treasurer at least five (5) days prior to the end of any month in which the employee desires to have medical coverage in the following month.

12.14 SICK LEAVE BANK

1. Establishment

Each member may contribute up to seven (7) days of his/her accumulated sick leave to the Sick Leave Bank during the even numbered years bi-annual (beginning in 2010) enrollment period. During the year, additional days may be donated with the approval of the Sick Leave Bank Committee.

The annual enrollment period shall be from the start of the school year through September 15. New employees hired after the school year has commenced will have two weeks to enroll. The donated day(s) is not returnable.

If fifteen (15) participants are not enrolled in the annual enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account. The bank will not be established for that year.

2. Operational Procedures

- A. Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. A loan will be limited for the use of days for personal illness. A doctor's statement is required with the application in order to be considered for a loan.
- C. A loan will be considered only after the individual has used all of his/her accumulated sick leave days under the Master Agreement.
- D. All loans must be approved by a majority of the Sick Leave Bank Committee.

3. Loan and Payback Procedure

- A. The maximum number of days that a person may borrow is one hundred (100) days per illness or injury. Additional days may be granted at the discretion of the Sick Leave Bank Committee.
- B. The member who borrows days will pay back a minimum of seven and one half days or more of his/her annual accumulated sick leave each year, until the total number of days borrowed has been restored to the bank.

4. Sick Leave Bank Committee

- A. The Sick Leave Bank Committee will consist of a minimum of three and a maximum of 5 OAPSE Local members, one of which must be the President or Vice President of the Local.

- B. All decisions of the Sick Leave Bank Committee are final and not grievable nor arbitrable.
- C. The Sick Leave Bank committee will annually review its guidelines.
- D. All work/record-keeping for the Sick Leave Bank shall be done by the Committee and given monthly to the Treasurer's office.

ARTICLE 13-PERSONAL LEAVE

- 13.01 Each employee may receive up to three (3) days of personal leave per school year, upon approval by the proper administrator, to conduct business of personal nature which cannot be conducted at any time other than the regular school day.

Employees may carry one (1) day of unused personal leave over to the following year. Maximum number of personal days available, including day carried over will not exceed four (4).

If an employee has personal leave remaining at the end of the year and has less than the maximum number of accumulated sick days specified within the sick leave article of this agreement, the employee may add personal leave to sick leave accumulation. The employee must notify the Treasurer in writing no later than June 30 of each respective school year.

- 13.02 An employee requesting personal leave shall apply to his or her immediate supervisor on forms prescribed by the Board. Such application shall be submitted five days before the requested leave, unless the administrator waives this requirement because of an emergency. Personal leave may not be used the day before or the day after a holiday or vacation period except with special approval by Superintendent. No more than 15% of the employees within a building in any classification may be on such leave at any one time without special permission from the Superintendent.
- 13.03 Personal leave shall not be used as a means of making additional income by being paid by another employer.
- 13.04 Personal leave must be approved by supervisory personnel or the building principal when one day is requested. When two or more days are requested, permission can only be granted by the Superintendent.
- 13.05 Members of the bargaining unit may apply for one (1) work exchange day per year to be used to attend school sponsored functions in which a dependent of the employee participates. These days will be granted by the administration if arrangement can be made without interrupting the operation of the school and without the need to employ a substitute. Exchanges may involve switching work time with an employee in the same classification or completing the required hours of work on an altered schedule.

ARTICLE 14 - PAYMENT UPON RETIREMENT

14.01 The amount of payment upon retirement pay shall be determined by multiplying the daily rate of the staff member's salary at the time of retirement from the Buckeye Local Schools by thirty percent (30%) of the unused accumulated sick leave. In addition to the thirty percent (30%) payment an employee may donate up to twenty (20) additional days of accumulated sick leave to the sick leave bank upon retirement. The total number of days donated by all OAPSE employees may not exceed one hundred (100) days in any one year.

Payment upon retirement when made on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the staff member.

Eligibility for payment upon retirement must be established by accumulating five (5) successive years of service prior to retirement with the School District. A year of service shall be a minimum of 120 days in paid status. Only employees who qualify for an actually retire under SERS from service with the Buckeye Local Board of Education and submit proof of retirement within 90 days of the employees last day of work shall be eligible for this payment.

ARTICLE 15 - DISCIPLINE PROCEDURE

15.01 Disciplinary action shall depend upon the severity of the offense. Disciplinary action may include oral or written reprimand, suspension without pay, demotion or dismissal. Under usual circumstances the following procedures shall be followed for the same or related offenses:

- *a. First offense - Written warning
- *b. Second offense - One (1) day suspension without pay
- c. Third offense - Suspension of three (3) days
- d. Fourth offense - Dismissal or suspension of more than three (3) days.

* Should severity of the offense warrant, immediate suspension or termination may be considered.

** The Superintendent shall be empowered to levy suspensions up to ten (10) days. These shall be appealable to the Board of Education and then to Arbitration in line with Section 15.04. Suspension of more than 10 days or terminations can only occur by act of the Board of Education. These shall be appealable to arbitration in line with Section 15.04.

15.02 Written reprimands for non-serious offenses ordinarily may be retained in an employee's personnel file for up to two years. Records concerning serious offenses, suspensions and terminations may be retained indefinitely unless the action is subsequently dis-affirmed. The two-year guideline for retention of records concerning non-serious offenses shall not apply if the administration or Board has taken the same or similar corrective action during the two-year period.

- 15.03 Generally, before imposing a demotion, suspension or discharge of an employee, the Superintendent or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his behavior. The employee has the right to be accompanied at the conference by up to two Union representatives. The conference shall not be delayed more than twenty-four hours while the employee is securing representation. The Superintendent or his designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his designee determines that the employee's continued employment prior to the conference poses a danger to person or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference to determine final disciplinary action.

Notwithstanding Section 3319.081 of the Ohio Revised Code, the employee must use the Grievance Procedure to appeal any suspension of more than one day or termination. This Article shall not apply to the non-renewal of any one year contract. Reprimands shall not be grievable or arbitrable. The first one (1) day suspension in any given year shall not be grievable or arbitrable. Appeals of further suspensions, more serious suspensions, or termination shall be filed at Level Five of the grievance procedure within five (5) working days after the employee is notified of the Board's action.

ARTICLE 16 - VACATION

- 16.01 All eleven and twelve month employees, after service of one (1) year, shall be entitled during each year thereafter, to vacation leave with full regular pay for a period of two (2) calendar weeks.
- 16.02 Employees continuing in the employ of the Buckeye Board of Education for seven (7) or more years shall be entitled to vacation leave with full regular pay for three (3) weeks.
- 16.03 Employees continuing in the employ of the Buckeye Board of Education for twelve (12) or more years shall be entitled to vacation leave with full regular pay for four (4) weeks.
- 16.04 Any employee having attained status entitling the employee to four weeks vacation leave may elect to work one of the weeks and be paid regular wages in addition to the vacation pay. Arrangements for this option must be made at least three weeks prior to the week to be worked. If this week occurs during the regular school year, the principal of the building and the Treasurer are to be notified. If the week occurs during the summer months, the supervisor and the Treasurer are to be notified.

Should there be a conflict in determining vacation preference eligibility, the determination shall be made on the basis of seniority.

- 16.05 Vacations apply only to those employees working a minimum of eleven (11) months during each year.
- 16.06 An employee requesting vacation leave shall apply to his/her immediate supervisor on forms prescribed by the Board. Such application shall be submitted five (5) working days before the requested leave, unless the administration waives this requirement

because of an emergency. If a substitute is not required, the five (5) day notification is not needed.

- 16.07 In the event of an employee's death, accrued vacation shall be paid in accordance with O.R.C. 3319.084.

ARTICLE 17 - CALAMITY DAYS

- 17.01 All employees are under contract to work a specified number of days. Should schools be closed and it be necessary to make up days, there will not be additional pay for days that fall within the contracted number of workdays. Twelve month employees cannot make up days within their normal work week.
- 17.02 Custodial, maintenance, mechanical, supervisory, and central office employees are required to report to their jobs as soon as they can safely and with reasonable effort do so. When school is canceled the Superintendent or designee may excuse such employees after determining that all daily duties have been satisfactorily completed.
- 17.03 Additional pay will be earned when an employee works more than his scheduled hours weekly, but it will only be paid when the immediate supervisor or Superintendent has authorized such additional hours.

ARTICLE 18 - STIPENDS

- 18.01 The Board agrees to pay an annual stipend of \$350.00 over and above the salary schedule to the Head Custodian and Head Mechanic and a stipend of \$250.00 to the Head Cook. The stipend will be added to the employee's regular payroll check.

ARTICLE 19 - BOILER LICENSE

- 19.01 Custodian: The Board agrees to pay a stipend of \$350.00 over and above the regular salary schedule to anyone who possesses a valid Boiler Operator's License. Employees hired after the ratification of this agreement (2019-2022) will not be required to possess a valid Boiler Operator's License and will not receive the stipend.
- 19.02 Maintenance: The Board agrees to pay an annual stipend of \$350.00 over and above the regular salary schedule to maintenance department personnel who are at times responsible for heating systems which require a boiler operator's license. All current maintenance personnel shall work towards obtaining a boiler's license. The first test for current employees will be paid by the Board of Education. Tests beyond that will be paid by the employee. Employees hired after the ratification of this agreement (2019-2022) will not receive the stipend or be required to obtain a boiler's license.

ARTICLE 20 - USE OF BUILDING

- 20.01 The building principal is in charge of the entire facility to which he/she is assigned. The principal will determine what personnel are necessary for the orderly operation of all activities scheduled for the building.
- 20.02 If the custodial staff or food service personnel does not feel that the facility has been properly maintained they are to notify the building principal. If a reasonable solution

is not attained at the building level, then they are to notify their supervisor and an OAPSE representative who will assist in solving the problem. The Superintendent is to be notified only if the problem is not resolved.

ARTICLE 21 - DUAL EMPLOYMENT

- 21.01 When it is necessary to use an employee in a dual capacity, the employee will:
- a. Complete all the requirements of the primary position.
 - b. Work with the Administration in scheduling to assure that the jobs do not conflict.
- 21.02 Where an employee in a single week works at two or more different types of work for which different rates of pay have been established, his regular rate for that week for overtime purposes is the weighted average of all such hourly rates. That is, his total earnings for the week are divided by his total hours worked at all jobs. That rate per hour shall then be paid for all hours worked in excess of forty (40) in that work week.
- 21.03 Employees of the Buckeye Schools will only be used in positions other than that of their primary employment when (1) there is no conflict with the primary employment; (2) there is an emergency situation in existence; or (3) the best interest of the Buckeye Schools can be served.
- 21.04 If the employer hires a person to wash buses during the summer, the job will first be offered to regular bus drivers in the order of seniority. Bus washing will be compensated at the summer rate.

ARTICLE 22 - BREAKDOWN TIME - BUS DRIVERS

- 22.01 Breakdown time will be based on the nearest quarter hour. Breakdown time will be compensated at a rate per hour equal to the minimum wage requirements.
- 22.02 Breakdown time will be determined by the Transportation Supervisor.

ARTICLE 23 - BUS SERVICING TIME

- 23.01 Drivers will be allowed 15 minutes daily for the seven required daily checks, starting and warm-up.
- 23.02 Drivers are expected to use lay-over time for cleaning inside of bus, etc.
- 23.03 Drivers will be allowed 15 minutes at end of day for bus clean-up.
- 23.04 Drivers will be compensated for all hours for which they are required in writing to devote to the interest of the employer. (i.e. meetings regarding unruly students, call subs, etc.)
- 23.05 Drivers will be paid an amount equal to one half (1/2) days pay as compensation for completing route sheets, route time sheets, and other forms required to be completed, up to two times per school year as requested by the Transportation Supervisor. This payment will be made within thirty (30) calendar days after presentation of evidence that required form and training have been completed.

ARTICLE 24 - SUPPLEMENTAL BUS TRIP

- 24.01 All runs which are not part of a regular run delivering students to and from school for academic classes shall be considered an activity run.
- 24.02 Activity runs will be paid at the rate of 70% of step 11 per hour of the bus driver pay scale or minimum wage, whichever is higher.
- 24.03 Regular Contract Drivers will be given first opportunity to take all trips/activity runs, on a rotating basis. All trips/activity runs utilizing school vans will first be offered to regular bus drivers. Every effort will be made to award a trip to a regular bus driver. If a driver elects to take a trip which conflicts with his/her driving assignment, a substitute will be called to drive the portion of the regular route that conflicts. The regular driver's total a.m. or p.m. schedule shall be forfeited and a substitute shall be called to drive in the driver's place. If a substitute cannot be arranged the driver will be obligated to take his/her regular run and the Administration may award the trip to a van-certified district employee and will notify the union president. Otherwise, the activity bus will not run unless the Superintendent or designee and OAPSE agree that a van can take the trip/activity run. A form, provided by the business office, must be correctly completed not later than one day after the trip is run, and turned in to the transportation coordinator for the driver to be paid for the time.
- 24.04 Activity runs where the driver is instructed to drop students off or pick up on the same day will pay the driver \$1.00 per hour in addition to the rate specified in section 24.03 above. Drivers will be compensated a minimum of two hours for such runs. These runs will be decided by the administrator and/or athletic director in charge.
- 24.05 Drivers wishing to have their names placed on the activity roster must be regular employees of the Buckeye Local School District. If there are no regular drivers available, the transportation coordinator may utilize substitutes. The employer will determine the method of using substitutes once the roster of regular drivers for a trip has been exhausted.
- 24.06 Activity rosters will be developed the first week of August and updated as new drivers are employed by the Board.
- 24.07 Drivers will be assigned trips in rotating order from a roster of drivers listed by seniority.
- 24.08 Activity trips will be assigned by the coordinators. In his/her absence, the transportation supervisor has the responsibility of making the assignments. The roster must be given to the transportation supervisor.
- 24.09 **Driver Training and Testing** - The employer shall pay \$75.00 plus mileage, at the current IRS rate, to cover costs associated with the mandated training and testing as defined in the Ohio Pupil Transportation Operation and Safety Rules Chapter 3301-83 for School Bus Drivers and Mechanics.
- 24.10 Coordinators will be responsible for collecting and filing payroll data with the Treasurer's Office. Data is to be in the Treasurer's Office within two working days after the end of the pay period.

- 24.11 Activity buses are to be cleaned by the driver upon completion of the trip. Failure to do this will result in a \$5.00 penalty being imposed. This penalty will be deducted from the activity fee and paid to the regular driver. Decisions involving penalties will be made by the transportation supervisor.
- 24.12 Coordinators will be selected by the bid process using seniority as a basis for selection and paid additional \$110 per month for twelve months.
- 24.13 Coordinators may receive a copy of all activity payments from Athletic Directors or Principals.
- 24.14 Upon request, regular contract drivers will be placed on the activity run roster for the District and used on a rotational basis. Activity rosters will be posted in each activity area. In order to be eligible for activity runs, the bus driver must provide his/her availability for activity runs by Friday, noon on the week prior to assignments. Drivers will use a form provided by the Administration to declare availability.
- 24.15 Drivers refusing trips on three (3) occasions, for any reason other than a conflict with the drivers regular route, or if the driver missed his/her regular run due to illness will be dropped from the list. Trips for which less than three days' notice is given which are not taken by a driver shall not be counted as a refusal.
- 24.16 Drivers must accept or reject trips when presented.
- 24.17 Coordinators are to be notified as soon as possible when activities are to be canceled. Drivers will be paid two (2) hours at regular activity rate if the driver shows up because the Principal, Athletic Director or other responsible person has not notified the coordinator in sufficient time to notify the driver of the cancellation.
- 24.18 Trips or activity runs may not be traded once assigned. Violation may result in disciplinary action. Regular drivers may not give up, trade or switch their pre-school, midday, or after school runs to take supplemental or activity trips/runs.
- 24.19 Activity bus drivers are responsible for picking up and returning buses to the location where the bus would normally be.
- 24.20 This section is subject to overtime pay.
- 24.21 For the health of our drivers and students, drivers shall not smoke on any loaded or unloaded school bus.
- 24.22 Drivers signing up for activity runs must specify if they are available to drive activity runs during a particular time of the day.

For days that school is in session:

If a driver is only available for activity runs between their morning and afternoon runs, the driver must specify "Day Only." If a driver is only available for activity runs after

their afternoon run is finished, the driver must specify "Evening Only." If the driver does not specify "Day Only" or Evening Only," the driver will be deemed available for both.

For days that school is not in session:

If a driver is only available for a morning activity run, the driver must specify "Morning Only." If a driver is only available for an afternoon activity run, the driver must specify "Afternoon Only." If the driver does not specify "Morning Only" or "Afternoon Only" the driver will be deemed available for both.

12 o'clock noon will determine if an activity run is considered a morning run or afternoon run. Also, the departure time on the trip ticket will be the time used in determining a morning or afternoon run. The return time for an activity run will have no bearing on determining a morning or afternoon run.

- 24.23 If multiple positions are available for pre-school, midday or after school runs each position shall be awarded by seniority on a rotation basis beginning with the most senior driver. Drivers may only select one run per rotation.
- 24.24 All bus drivers will be required to return to their busses to the bus garage between their a.m. and p.m. routes.

ARTICLE 25-OAPSE CONFERENCE

- 25.01 Board of Education will permit the Local President and eligible delegates (maximum three (3) persons) for a maximum of three (3) days with release time to attend the Annual OAPSE Conference. No more than two (2) persons from any one classification will be permitted to attend.
- 25.02 It is the responsibility of the President of OAPSE to provide the Superintendent with a list of eligible delegates and the dates of this Annual Conference. The list of eligible delegates and the dates of the conference must be submitted to the Superintendent at least one (1) month prior to the conference to give the administration and supervisor time to arrange substitutes.
- 25.03 The Board will assume the expense of the substitute employees only.

ARTICLE 26 - COURT APPEARANCES

26.01 **JURY DUTY**

When an employee is summoned for jury duty, the Board of Education will pay such employee the difference between the employee's regular compensation and the remuneration received for such jury duty. No leave days will be deducted from the employee's accumulated days of leave.

26.02 REQUIRED COURT APPEARANCES

As a direct result of the performance of specific duties for the Board of Education and in support of the Board of Education:

- a. The employee shall be granted leave as deemed necessary and shall be paid full compensation by the Board. No leave days will be deducted from the employee's accumulative days of leave.

26.03 OTHER REQUIRED COURT APPEARANCES

The Buckeye Local Board of Education agrees to permit the use of accumulated personal leave or payroll deductions for court appearances required by the court, for situations not covered in Article 28, Section 26.01, 26.02 or 26.04.

- 26.04 An employee who files suit against the Buckeye Local Board of Education will be charged with payroll deduction for time spent away from the place of employment for required court appearances.

ARTICLE 27 - EDUCATIONAL AIDES

- 27.01 Educational Aides contracts maybe suspended under Article 10 (Reduction in Staff) until federal/state funds become available for the following year. Educational Aides hours may also be adjusted to meet district needs; however, if a reduction is necessary, the administration will consider the possibility of suspending contracts to lay off employees before it reduces hours.

- 27.02 Federal/State funded Educational Aides will be employed as hourly employees only. They will not be salaried employees.

- 27.03 Likewise, OAPSE and the Federal/State funded Educational Aides understand and agree that the number of hours Educational Aides are employed each year may vary dependent upon need and Federal/State financial support for the program(s).

- 27.04 The Board agrees to provide Educational Aides with all fringe benefits which are extended to other non-certified employees in the Buckeye Local School District.

- 27.05 The Board of Education will offer professional development training and certification required by the "No Child Left Behind Act" to those currently in the Aide classification. The Board of Education will pay as per Section 28.01 for coursework offered at an accredited college/university. The Board of Education will pay the test fee for the initial administration of the ParaPro Assessment only. If an Aide is unsuccessful in passing the test at the first attempt, they will be given other opportunities to take the test at their own cost. Board employees who are not currently employed as Aides are permitted to register for the test. However, they will need to pay the cost of taking the Assessment.

- 27.06 Each building principal shall be allocated \$25.00 per Educational Aide, annually, in addition to building allotment to be used to reimburse Educational Aides for supplies for

the classroom pursuant to Board of Education procedures for reimbursement. Allocations will be available to expend from August 1 through October 30 of each year.

ARTICLE 28 - TRAINING PROGRAMS

28.01 The Buckeye Local Board of Education encourages employees to further their education. The maximum reimbursement allowed will be \$100.00 per employee per fiscal year. The fiscal year begins July 1 and ends June 30. Reimbursement for advancement of skills is subject to the following stipulations:

1. Courses must be in field of primary employment.
2. Superintendent must approve the application prior to the beginning of the course.
3. Course scheduling must not conflict with the employee's regular working day in the Buckeye Local Schools. No absences during the employee's regular working day will be permitted for the course.
4. Final grade sheet or transcript must accompany request for reimbursement.
5. Withdrawal from course or grade in course below "C" will not merit reimbursement.
6. Maximum reimbursement allowed will be \$100.00 per year.

28.02 **SATURDAY WORKSHOP**

Once a school year, the Board of Education agrees to pay the cost of the registration fee for an Ohio Department of Education or OAPSE sponsored workshop for full-time employees who attend the workshop. Time off work will not be permitted. This section applies to Saturday only workshops.

28.03 **IN-SERVICE**

All employees may be required to attend in-service sessions prior to beginning their assignments and/or on a regular basis once the assignment begins. Employees shall be compensated at their appropriate rates of pay for all time spent in-service sessions or shall be given released time for sessions held during the regular work day.

28.04 The employer will provide voluntary in service workshops for regular bus drivers to enable them to pass the State mandated CDL re-certification.

These workshops will be scheduled outside the regular workday.

Employees will not receive additional compensation, but the employer shall pay for the cost of the workshop and all fees associated with re-certification.

28.05 **BUS TRAINER SUPPLEMENTAL**

A supplemental will be paid to a certified on-bus instructor at the rate of \$15 per hour not to exceed 17 hours per trainee unless approved by the Superintendent or Designee. A maximum of two certified trainers will be employed each year based on seniority. The

two certified trainers will rotate trainees. Teaching materials will be provided by the Board of Education. Reimbursement for on-bus instructor certification classes will be made in accordance with 28.01 of the Negotiated Agreement. If trainee fails the bus certification test, the trainer will not be paid again for retraining the person who failed.

ARTICLE 29 - TRANSPORTATION MEETINGS

29.01 Upon the request of the bus drivers, the Superintendent, or his designee, will organize a meeting prior to the beginning of school each year for the purpose of discussing activity and practice bus runs. Attendance at this meeting will involve the Transportation Director, Athletic Directors (Boys and Girls), Building Principals, Bus Drivers assigned to these runs, Bus Coordinators, OAPSE Representatives and Central Office representative.

29.02 Items to be discussed include, but are not limited to:

- a. Time Schedule
- b. Transportation rules
- c. Method of changing established time for runs
- d. Inclement weather
- e. Snow days

ARTICLE 30 - HOSPITALIZATION

30.01 The Buckeye Local Board of Education shall provide each employee with hospitalization and major medical insurance as follows:

This plan (1b) is a HMO with a prescription drug rider which provides prescription drugs with a copay by the employee of \$10 per generic prescription and \$20 per brand name (formulary) and \$50 per brand name (non-formulary) prescription. In addition, employees will be required to pay a \$20.00 copay for each doctor's office visit.

The plan includes a deductible of \$500/single and \$1000/family.

Employees' share of the monthly premium for health care coverage will be forty-five dollars (\$45) for family or single coverage for contract years 2016-2017; 2017-2018; and 2018-2019.

30.02 Deadline for enrollment will be governed by the provider's policy and HIPAA requirements.

30.03 The insurance opt out compensation will be offered in the following categories:

- \$2,000.00 to go from two families to one family
- \$1,500.00 each to go from two families to two singles
- \$2,500.00 to go from one family to no insurance
- \$2,500.00 to go from one single to no insurance

\$2,500.00	to go from one family and one single to one family
\$0	to go from two singles to one family
\$1,500.00	to go from two singles to no insurance
\$1,500.00	to go from one family and one single to two singles
\$1,500.00	to go from one family to one single
\$1,250.00	each to go from one family to two singles

Amounts are to be prorated to the insurance dates of July 1 to June 30.

Employees must opt out of all health coverage including health, dental and prescription drugs. Payment will be in a one-time amount on December 15.

Any employee of the Buckeye Local School District that elects to take advantage of the opt-out plan must provide evidence of reasonable medical insurance coverage.

Upon acceptance and execution of this Agreement by the respective parties, the Board shall implement a Section 125 Internal Revenue Service Plan for the purpose of providing tax benefits to all employees pursuant to the regulations and guidelines of the IRS. The Board shall assume the costs of implementing and administering such plan.

The opt-out provision shall be offered to employees as authorized under Section 125 of the Internal Revenue Code. Should there be any change to the law of regulations which would create adverse tax consequences for those employees who do not opt-out as provided herein, then this provision shall be immediately suspended and no employee shall be permitted to opt-out for any payment.

Employees who choose the insurance opt out shall be reinstated into the Districts insurance plan immediately if a "qualifying event" results in a loss of other insurance.

30.04 Married couples, which are both employed by the School District, will be eligible for either of the following:

1. One family plan
2. Two single plans

The couple may choose either Option. In case of a family is the responsibility of the couple to notify the Treasurer of the Board, which employee will be considered the primary beneficiary.

30.05 Effective with the ratification of this contract and thereafter, non-certified, regular employees of the board of Education, employed after July 1, 1984, who work less than full-time in their job classification will receive the following percentage of Board paid hospitalization, based upon the number of hours worked per day:

Where Full-time = 8 Hours

Where Full-time= more than 6,
but less than 8 hours

Hours	<u>Board Paid</u>
3	37%
4	50%
5	62%
6	75%
7	87%

Hours	<u>Board Paid</u>
3	42%
4	57%
5	71%
6	85%

Where Full-time = 6 hrs.

Hours	<u>Board Paid</u>
3	50%
4	66%
5	83%

For the purpose of this section, "full-time" for Educational Aides, Cooks, and Bus Drivers is considered six hours; "full-time" for Elementary and Junior High School Secretaries is seven and one-half hours (7 1/2) hours; "full-time" for High School Secretaries, Custodians, Maintenance and Mechanics is considered eight (8) hours.

30.06 The Union agrees that should the Board of Education determine that Hospitalization benefits through the Ome-Resa Insured Plans Program would be more beneficial to the District, the Board has all rights to change to that plan or any other plan so long as coverage remains same or better than current coverage.

30.07 Workers' Compensation

If an employee qualifies for permanent and total disability workers' compensation payments as the result of an injury incurred in the course of, or arising out of, his/her employment with the Buckeye Local School District, the Board will continue the employee's hospitalization and major medical insurance for up to 12 months. The employee will pay \$25.00 per month for coverage and the Board will pay the balance of the premium. Employee payment shall be made 30 days in advance of when the premium is due or the coverage will be canceled.

ARTICLE 31 - LIFE INSURANCE

31.01 The Board agrees to provide a term life insurance program for all regular non-teaching employees in the amount of \$30,000.00.

31.02 The Board agrees that employees can purchase through payroll deduction additional term life insurance. The Board will make this insurance available to the employee at the rate established by the insurance company.

ARTICLE 32-DENTAL INSURANCE

32.01 The Board of Education shall provide dental insurance which meets the following specifications:

a. Comprehensive Dental Expense Maximum benefit per lifetime for orthodontic treatment and services: \$1,000.00

Maximum benefit per calendar year for other covered dental expenses: \$1,000.00

b. Comprehensive Dental Expense Deductible for Type I Dental Expenses: None

For Type II and III Dental Expenses: \$25.00

For Type IV Dental Expenses: None

Family limit is three times the applicable individual deductible amount (\$75.00)

c. Comprehensive Dental Expenses Coinsurance Factor

Type I	100%
Type II	80%
Type III	50%
Type IV	50%

32.02 All regular contracted employees shall be eligible for this group insurance plan. The District shall pay 100% for the coverage listed in 32.01 above.

32.03 Two or more family members in employment with Buckeye Local will not be insured both as employees and as dependents. Where a choice exists, they will be insured as employees unless the Treasurer receives written notice that insurance as a dependent is preferred. Where both parents of an eligible child are insured as Buckeye Local employees, either of them, but not both of them, may insure their child as an eligible dependent.

ARTICLE 33 - UNION DUES DEDUCTION

33.01 The Board agrees to deduct all Union dues, fees and assessments from the pay of Chapter members. The Treasurer of the Union shall notify the Treasurer of the board each August as to the amount of dues to be deducted for the upcoming school year.

33.02 Dues/Fees deductions shall be deducted from the paychecks of employees in 26 equal deductions beginning with the first pay in September. Within ten (10) days of the day such deductions are made the Board Treasurer shall remit all deductions to the OAPSE State Treasurer along with a list of names and the amount deducted.

33.03 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 authorization cards submitted by the Union to the Board.

33.04 No employee shall be required to become a member of the Union. The Union shall establish an internal rebate procedure for non-members which conforms to the requirements of state and federal law. The internal rebate procedure shall provide for a rebate of Union expenditures for partisan political or ideological causes not germane to the Unions work in the realm of collective bargaining. The Unions procedure shall also comply with applicable constitutional requirements. The Union shall defend, indemnify and hold the Board and the Administration harmless for, any grievance, unfair labor practice charge, lawsuit or any other claim arising out of the implantation of this provision.

Employees revoking membership shall follow the procedure outlined on the OAPSE membership application. The voluntary authorization of dues deduction and assignment shall be irrevocable for a period of one year from the date the membership application is signed unless notice is given to the OAPSE State Treasurer during the ten day period before the end of the initial one year term or any renewal year thereafter.

33.05 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union's Columbus office with an itemized statement showing the name of each employee from whose amount deducted during the period covered by the remittance.

ARTICLE 34 - ENTIRE AGREEMENT

34.01 The Board and the Union acknowledge that during negotiations resulting in this Contract, each party has the right and opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive further negotiations during the life of this Contract, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations are being conducted or at the time the party signed this Contract.

34.02 This Contract supersedes and cancels all previous agreement, 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 thereto shall not be binding upon either party unless executed in writing by the parties hereto.

34.03 Upon adoption and ratification of this contract by the Union and the Board, it shall become binding on all parties.

34.04 If any provision(s) of this Contract shall be found contrary to law, then said provision(s) shall be deemed invalid, except to the extent permitted by law, but all other provisions herein shall continue in full force and effect.

ARTICLE 35 - WAGE SCHEDULE

35.01 **Classification Pay:** Employees who are required by their supervisor to perform work which is normally done by employees in a classification which has a higher hourly rate of pay than the hourly rate of pay normally paid to the employee, shall be compensated at the higher rate of pay for all time spent performing this work.

35.02 Elementary Secretaries will work 210 days per year and Middle School Secretaries will work 215 days per year.

35.03 Employees shall receive paychecks in sealed envelopes or have the option of direct deposit. Current employees already enrolled in direct deposit shall be required to remain on direct deposit. Employees hired after the ratification of this agreement shall be required to receive their salary through direct deposit.

Overtime will be paid in the first pay period following the pay period in which overtime was earned as long as overtime pay sheets are returned to central office in 2 working days after the end of the pay period.

35.04 Custodians whose shifts begin after 9:00 will be moved to the A.M. salary schedule.

35.05 Upon request, each employee shall be provided a pass admitting the employee to all home, school sponsored athletic activities.

35.06 Compensation increase:

Effective July 1, 2019	0% increase
Effective July 1, 20120	0% increase
Effective July 1, 2021	0% increase

One-time bonus payment of \$1,500

35.07 Each employee on Step 6 or higher will receive a lump sum payment of \$300.00. This payment will be made on the first pay in July of each year.

35.08 Members of the bargaining unit will be compensated over the course of the year in 26 bi-weekly pays except when due to payroll "creep" the 26 pays would result in no pay or pre-payment of employees. In such years, the employees shall be paid in 27 pay periods.

35.09 The work schedule of employees in the classification of senior high secretary, custodian, mechanic, and maintenance will be dependent upon the number of work days which fall in a given year (not necessarily 260 days).

35.10 "Me Too"

The Board and OAPSE Local 373 agree that should any employee(s) or group of employees of the Buckeye Local School District receive an increase in wages or other compensation, the same increase shall be automatically applied to all OAPSE bargaining unit members on the same date the increase was applied to the other employee(s) or group of employees. This "Me Too" clause shall sunset upon ratification of a successor agreement.

35.11 Attendance Bonus: Effective until May 31, 2017, an employee who maintains perfect attendance in each quarter of the year shall receive the following bonus:

\$100 per quarter

Perfect attendance for all four quarters, additional \$100

For the purpose of calculating the attendance award, bereavement days, vacation days and professional days shall not be counted against the bargaining unit member during the quarter.

A quarter shall be defined as the following:

January 1 - March 31

April 1 - June 30

July 1 - September 30

October 1 - December 31

35.12 Attendance Bonus: Effective June 1, 2017, an employee who maintains perfect attendance in each quarter of the year as listed below shall receive the following bonus stipend:

An employee with perfect attendance in two quarters from June 1st through November 30th shall receive a \$200.00 stipend on or before December 20th of each year.

An employee with perfect attendance in one quarter from June 1st through August 30th or September 1st through November 30th shall receive a \$100.00 stipend on or before December 20th of each year.

An employee with perfect attendance in two quarters from December 1st through May 31st shall receive a \$200.00 stipend on or before June 30th of each year.

An employee with perfect attendance in one quarter from December 1st through February 28th or March 1st through May 30th shall receive a \$100.00 stipend on or before June 30th of each year.

An employee with perfect attendance from June 1st through May 31st of each year shall receive an additional \$100 stipend on or before June 30th of each year.

For the purpose of calculating the attendance award, bereavement days, vacation days and professional days shall not be counted against the bargaining unit member during the quarter.

OAPSE employees must complete a "Completion of Duty Form" and return it to the District Treasurer's Office on or before December 7th and/or June 7th of each year to be eligible for payment of the stipend. The employee shall receive a date stamped copy of the form at the time it is presented to the Treasurer's Office. Employee's who fail to turn in the form by the date(s) as listed above will not be entitled to the stipend.

If the Board fails to pay the stipend by December 20th and/or June 30th of each year as indicated above, an additional \$10.00 per day shall be added to the total bonus until payment is made.

The OAPSE Local 373 President will notify the School District Board of Education President within three days of the date bargaining unit members do not receive their stipend in December and June.

ARTICLE 36 - JOB DESCRIPTIONS

- 36.01 The Union shall be furnished updated job descriptions of all classifications covered by this Agreement. The Union shall be informed of all changes in the job descriptions which occur during the term of this Agreement. The Board has the sole authority to adopt and change job descriptions.

ARTICLE 37 - BOARD PAPER PICK - UP OF BARGAINING UNIT MEMBER'S CONTRIBUTIONS TO SERS

- 37.01 For purposes of this Article, total annual pay and wages per pay period for each employee shall be the wages otherwise payable under this Agreement and applicable Board policies. The total annual pay and wages per pay period of each employee shall be payable by the Board in two parts: (1) deferred pay and (2) cash pay. An employee's deferred pay shall be equal to that percentage of said employee's total annual pay or wages per pay period which is required from time to time by the School Employee's Retirement System ("SERS") to be paid as an employee contribution by employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An Employee's total annual total pay or wages per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees total annual wages otherwise payable under this Agreement and applicable Board policies (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- 37.02 The Board shall compute and remit its employer contributions to SERS based upon total annual pay, including the "pickup." The Board shall report for Federal and Ohio income tax purposes an employee's gross income said employee's total pay for the year less the amount of the "pickup." The Board shall report for municipal income tax purposes as employee's gross income said employee's total pay for the year, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- 37.03 The pickup shall be included in the employee's total pay for the purpose of computing hourly rate of pay, daily rate of pay, for determining payroll adjustments to be made due to absence, or for any other similar purpose.
- 37.04 The pickup shall apply to all payroll payments on or after execution of this Agreement by the parties.

ARTICLE 38 - ILLNESS LEAVE

- 38.01 To qualify for consideration of personal illness leave:
- a. An Employee must have completed (8) years of cumulative service in the Buckeye Local School District.
 - b. An Employee must have no remaining accumulated sick leave and be under current contract with the Board of Education.
 - c. The request must be accompanied by a detailed doctor's statement verifying the seriousness of the employee's personal illness.
 - d. If the Board is not satisfied as to the seriousness of the illness, the Board may request a second opinion from a doctor determined by the Board of Education.
- 38.02 Upon satisfactory verification of the seriousness of the illness, the employee may request a personal illness leave of not more than one (1) year for the purpose of the employee's personal illness.
- 38.03 Upon the granting of leave as detailed above:
- The employee must pay to the Treasurer of the Board of Education the Employee portion of the premium 30 days in advance of when the premium is due. Failure to make advance payment shall result in the employee being withdrawn from the group hospitalization plan and all Board responsibility will cease at the time to withdrawal.
- The Employee will then be covered on the payroll records and shall qualify for the hospitalization paid by the Board of Education for regular Employees for a period of one (1) year.
- 38.04 An Employee returning within one (1) year period shall be granted a similar position and the appropriate contract status, upon presentation of the attending doctor's release.
- 38.05 At the end of the one (1) year period the Employee who is unable to return to work may request a one (1) year regular unpaid leave of absence with no Board paid fringe benefits.
- 38.06 The following situations are exempted from the personal illness leave policy:
- a. Those Employees who, at the time of the request for personal illness leave, are receiving Worker's Compensation.

- b. Those Employees who, at the time of the request for personal illness leave, are receiving disability benefits from SERS.

ARTICLE 39 - MILITARY LEAVE

- 39.01 An Employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

ARTICLE 40 - ASSAULT LEAVE

- 40.01 Assault leave shall be granted to an Employee who is absent due to physical disability resulting from an assault which occurs during, or is the direct result of, the performance of the specific duties for the Buckeye Local Board of Education, and who complies with the following conditions adopted by the Board of Education:

- 1. The Employee is required to furnish a signed statement on forms prescribed by the Board of Education to justify the use of assault leave;
- 2. A signed certificate from a licensed physician stating the nature of the disability and its duration is required before assault leave can be approved.

- 40.02 Assault leave granted under this policy shall be for maximum of 25 work days and cannot be charged against sick leave or personal leave. The Employee shall receive full pay, including fringe benefits, while on such leave. The Board of Education reserves the right to require an additional physical examination at Board expense to substantiate need and duration of assault leave. Should the physician's reports be conflicting, the Board and the Employee involved shall agree to an impartial physician to examine the Employee and make final recommendation to the Board.

- 40.03 Falsification of either a signed statement or physician's certificate is grounds for suspension or termination of employment under Article 15.

- 40.04 The Employee must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailants(s). In the event the Employee requires representation by an attorney in the criminal prosecution of the assailants(s), the Board will request the professional legal assistance from the prosecuting attorney's office. After the Agreement is signed by the parties. The Board will also provide the Union with ten copies of the Agreement.

ARTICLE 41 - NO STRIKE

- 41.01 There shall be no strike as defined in Section 4117.01 (H) of the Ohio Revised Code by any member or members of the bargaining unit, or by the union, during the term of this Agreement.

**ARTICLE 42 - DISTRIBUTION OF
AGREEMENT**

42.01 The Board will provide each bargaining unit member with a copy of this Agreement within 90 days.

**ARTICLE 43 - DURATION OF
AGREEMENT**

43.01 This agreement shall become effective July 1, 2019 and shall remain in full force and effect until June 30, 2022.

BUCKEYE LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL-CIO LOCAL #373

BY:  _____

President, Buckeye Local Board of
Education

BY:  _____

President, OAPSE Local #373

BY:  _____
Treasurer, Buckeye Local School District

BUCKEYE LOCAL - OAPSE LOCAL # 373

CUSTODIAN - 260-261 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	11.32	11.55	12.01
1	11.56	11.79	12.26
2	11.77	12.01	12.49
3	12.01	12.25	12.74
4	12.39	12.64	13.15
5	12.63	12.88	13.40
6	12.84	13.10	13.62
7	13.08	13.34	13.87
8	13.31	13.58	14.12
9	13.53	13.80	14.35
10	14.00	14.28	14.86
11	14.39	14.68	15.27

MECHANIC/MAINTENANCE - 260-261 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	13.18	13.44	13.98
1	13.35	13.62	14.16
2	13.49	13.76	14.32
3	13.66	13.93	14.49
4	13.97	14.25	14.82
5	14.12	14.40	14.98
6	14.30	14.59	15.17
7	14.45	14.74	15.33
8	14.61	14.90	15.49
9	14.77	15.06	15.67
10	15.19	15.49	16.11
11	15.61	15.92	16.55

PM CUSTODIAN - 260-261 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	11.02	11.24	11.69
1	11.17	11.39	11.85
2	11.32	11.55	12.01
3	11.48	11.70	12.17
4	11.78	12.02	12.50
5	11.93	12.17	12.66
6	12.11	12.35	12.84
7	12.25	12.50	13.00
8	12.51	12.76	13.27
9	12.56	12.81	13.32
10	12.88	13.14	13.67
11	13.25	13.51	14.06

BUS DRIVER - 186 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	13.17	13.43	13.97
1	13.29	13.56	14.10
2	13.42	13.69	14.24
3	13.57	13.84	14.39
4	13.83	14.11	14.67
5	14.00	14.28	14.86
6	14.11	14.39	14.96
7	14.27	14.56	15.14
8	14.37	14.66	15.25
9	14.54	14.83	15.42
10	14.90	15.20	15.81
11	15.31	15.62	16.24

HEAD COOK - 187 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	10.64	10.85	11.29
1	10.79	11.01	11.45
2	10.95	11.17	11.62
3	11.12	11.34	11.79
4	11.43	11.66	12.13
5	11.61	11.84	12.31
6	11.78	12.02	12.50
7	11.93	12.17	12.66
8	12.12	12.36	12.85
9	12.27	12.52	13.02
10	12.68	12.93	13.45
11	13.05	13.31	13.84

ASSISTANT COOK - 187 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	10.08	10.28	10.69
1	10.24	10.45	10.86
2	10.41	10.62	11.05
3	10.58	10.79	11.22
4	10.88	11.10	11.55
5	11.08	11.30	11.75
6	11.23	11.45	11.91
7	11.40	11.63	12.10
8	11.56	11.79	12.26
9	11.72	11.95	12.43
10	12.13	12.37	12.87
11	12.48	12.73	13.24

EARLY CHILDHOOD AIDE - 163 DAYS

EDUCATIONAL TECHNICIAN - 186 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	9.96	10.15	10.56
1	10.13	10.33	10.74
2	10.30	10.51	10.93
3	10.49	10.70	11.12
4	10.82	11.04	11.48
5	11.01	11.23	11.67
6	11.16	11.38	11.84
7	11.40	11.63	12.10
8	11.45	11.68	12.15
9	11.52	11.75	12.22
10	11.58	11.81	12.28
11	11.85	12.09	12.57

ELEMENTARY SECRETARY - 210 DAYS

JR HIGH SECRETARY - 215 DAYS

HIGH SCHOOL SECRETARY - 260/261 DAYS

	2019-2020	2020-2021	2021-2022
Experience	2%	2%	4%
0	10.48	10.68	11.11
1	10.77	10.99	11.43
2	11.06	11.28	11.73
3	11.35	11.58	12.04
4	11.78	12.02	12.50
5	12.10	12.34	12.83
6	12.37	12.62	13.12
7	12.66	12.91	13.43
8	12.95	13.21	13.74
9	13.22	13.48	14.02
10	13.77	14.05	14.61
11	14.16	14.44	15.02

Each employee on Step 6 or higher will receive a lump sum payment of \$300.00 This payment will be made on the first pay in July of each year.

Appendix A

OASPE ATTENDANCE

COMPLETION OF DUTY

Date

I, _____ have perfect attendance according to Article 35.10 in the OASPE Contract for the following quarters.

_____ Quarter 1 - June 1 to August 31, to be paid on or before December 20 (\$100.00)
Form due in the Treasurer's office on or before December 7, not eligible if not received by deadline. (Non 12 month employees are eligible for quarter 1 stipend if they meet the qualifications for quarter 2)

_____ Quarter 2 - September 1 to November 30, to be paid on or before December 20 (\$100.00)
Form due in the Treasurer's office on or before December 7, not eligible if not received by deadline.

_____ Quarter 3 - December 1 to February 28 (29), to be paid on or before June 30 (\$100.00)
Form due in the Treasurer's office on or before June 7, not eligible if not received by deadline.

_____ Quarter 4 - March 1 to May 31, to be paid on or before June 30 (\$100.00)
Form due in the Treasurer's office on or before June 7, not eligible if not received by deadline.

_____ Bonus Quarter - June 1 to May 31, to be paid on or before June 30 (\$100.00) Form due in the Treasurer's office on or before June 7, not eligible if not received by deadline.

Employee Signature

Approved by _____ Date _____

Received by _____ Date Received _____

Amount Payable \$ _____

Appendix B

**BUCKEYE LOCAL SCHOOL DISTRICT
OASPE INSURANCE OPT OUT FORM
EFFECTIVE 7/1/19-6/30/20**

*****Date due to Treasurer's Office May 27, 2019****

In accordance with Buckeye Local OASPE negotiated agreement effective July 1, 2019-June 30, 2022; Article 30; Section 30.03 Opt Out Compensation please complete the following:

I, _____, decline Buckeye Local

School District's health insurance coverage and choose the following compensation

for opting out of the health insurance plan (choose only one)*:

Check one	Amount	Current Coverage	New Coverage
_____	\$2000	2 Families	1 Family
_____	\$1500/ea	2 Families	2 Singles
_____	\$2500	1 Family	None
_____	\$2500	1 Single	None
_____	\$2500	1 Family & 1 Single	1 Family
_____	\$0	2 Singles	1 Family
_____	\$1500/ea	2 Singles	None
_____	\$1500	1 Family & 1 Single	2 Singles
_____	\$1500	1 Family	1 Single
_____	\$1250/ea	1 Family	2 Singles

I would like to receive the opt out compensation in the following manner (please check preferred option):

- _____ I would like to receive 100% of my opt out compensation in a paycheck dated December 15, 2019
- _____ I would like 100% of my opt out compensation sent to American Fidelity for participation in the flexible spending plan.
- _____ I would like \$_____ of my opt out compensation to be sent to American Fidelity for participation in the flexible spending plan **AND** the balance of \$_____ to be paid to me on a pay check dated December 15, 2019

For married couples both employed by Buckeye Local School District choosing a family plan:

The health insurance policy will be written in _____ (employee name) and _____ will be listed as a covered dependent. **

**An employee can only opt out of the type of plan currently enrolled OR an employee has coverage outside the district and evidence of that coverage is attached to this form.*

**** Please check with the Treasurer's office to see if additional paperwork for the health provider is necessary.**

Employee Signature

Date

Appendix C

**BUCKEYE LOCAL SCHOOL
DISTRICT BUCKEYE LOCAL
SCHOOL DISTRICT OASPE
INSURANCE OPT OUT FORM
EFFECTIVE 7/1/20-6/30/21**

*****Date due to Treasurer's Office May 27, 2020****

In accordance with Buckeye Local OASPE negotiated agreement effective July 1, 2019-June 30, 2022; Article 30; Section 30.03 Opt Out Compensation please complete the following:

I, _____, decline Buckeye Local School District's health insurance coverage and choose the following compensation for opting out of the health insurance plan (choose only one)*:

Check one	Amount	Current Coverage	New Coverage
_____	\$2000	2 Families	1 Family
_____	\$1500/ea	2 Families	2 Singles
_____	\$2500	1 Family	None
_____	\$2500	1 Single	None
_____	\$2500	1 Family & 1 Single	1 Family
_____	\$0	2 Singles	1 Family
_____	\$1500/ea	2 Singles	None
_____	\$1500	1 Family & 1 Single	2 Singles
_____	\$1500	1 Family	1 Single
_____	\$1250/ea	1 Family	2 Singles

I would like to receive the opt out compensation in the following manner (please check preferred option):

- _____ I would like to receive 100% of my opt out compensation in a paycheck dated December 15, 2020
- _____ I would like 100% of my opt out compensation sent to American Fidelity for participation in the flexible spending plan.
- _____ I would like \$_____ of my opt out compensation to be sent to American Fidelity for participation in the flexible spending plan **AND** the balance of \$_____ to be paid to me on a pay check dated December 15, 2020

For married couples both employed by Buckeye Local School District choosing a family plan:

The health insurance policy will be written in _____(employee name) and _____ will be listed as a covered dependent. **

**An employee can only opt out of the type of plan currently enrolled OR an employee has coverage outside the district and evidence of that coverage is attached to this form.
** Please check with the Treasurer's office to see if additional paperwork for the health provider is necessary.*

Employee Signature

Date

Appendix D

**OASPE INSURANCE OPT OUT FORM
EFFECTIVE 7/1/21-6/30/22**

*****Date due to Treasurer's Office May 27, 2021****

In accordance with Buckeye Local OASPE negotiated agreement effective July 1, 2019-June 30, 2022; Article 30; Section 30.03 Opt Out Compensation please complete the following:

I, _____, decline Buckeye Local

School District's health insurance coverage and choose the following compensation

for opting out of the health insurance plan (choose only one)*:

Check one	Amount	Current Coverage	New Coverage
_____	\$2000	2 Families	1 Family
_____	\$1500/ea	2 Families	2 Singles
_____	\$2500	1 Family	None
_____	\$2500	1 Single	None
_____	\$2500	1 Family & 1 Single	1 Family
_____	\$0	2 Singles	1 Family
_____	\$1500/ea	2 Singles	None
_____	\$1500	1 Family & 1 Single	2 Singles
_____	\$1500	1 Family	1 Single
_____	\$1250/ea	1 Family	2 Singles

I would like to receive the opt out compensation in the following manner (please check preferred option):

- _____ I would like to receive 100% of my opt out compensation in a paycheck dated December 15, 2021
- _____ I would like 100% of my opt out compensation sent to American Fidelity for participation in the flexible spending plan.
- _____ I would like \$_____ of my opt out compensation to be sent to American Fidelity for participation in the flexible spending plan **AND** the balance of \$_____ to be paid to me on a pay check dated December 15, 2021

For married couples both employed by Buckeye Local School District choosing a family plan:

The health insurance policy will be written in _____(employee name) and _____ will be listed as a covered dependent.**

**An employee can only opt out of the type of plan currently enrolled OR an employee has coverage outside the district and evidence of that coverage is attached to this form.*

**** Please check with the Treasurer's office to see if additional paperwork for the health provider is necessary.**

Employee Signature

Date