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NEGOTIATED AGREEMENT

BETWEEN

BOWLING GREEN CITY

BOARD OF EDUCATION

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER NO. 311**



OAPSE/AFSCME Local 4/AFL-CIO

**Effective
July 1, 2022
through
June 30, 2024**

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
BOWLING GREEN CITY SCHOOL BOARD OF EDUCATION
and
BOWLING GREEN CHAPTER #311 OF THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

The Bowling Green City Board of Education is hereinafter referred to as the Board and the Bowling Green Chapter #311 of the Ohio Association of Public School Employees is hereinafter referred to as the Union.

All employees of the Bowling Green Board of Education covered by this negotiated agreement shall be referred to as Support Staff School Employees.

ARTICLE 1 - RECOGNITION

A. Recognition of an Employee Organization

The Union is the exclusive representative of all support staff employed on the wage schedules included in this agreement except the Superintendent's secretary, the Treasurer's secretary, the payroll clerk, the computer operator/accounts payable clerk, and the central administration EMIS specialist. The Board will continue to recognize the Union as a "deemed certified" unit with all rights and benefits.

B. Recognition of Membership Qualifications

Regular classified employees are those employed by the Board to work on a full time or pro-rated basis on the wage schedule. Substitute or call-in employees are not included in the above groups to be represented by the Union. Exclusion of summer help from the bargaining unit does not include any regular employee who is working during the summer.

ARTICLE 2 - NEGOTIATION

It shall be the function of the Board's Negotiations Committee and the Union's Committee to meet in accordance with established procedure for the purpose of discussion and reaching satisfactory agreements on the following:

- Personnel
- Terms and other conditions of employment
- Wages
- Fringe Benefits

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before March 15 of the year in which the contract expires unless mutually agreed to by both parties for an earlier start time.

A mutually convenient meeting date shall be set no later than April 15 unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

Meetings shall be scheduled so as not to interfere with the normal work schedule of employees. If meetings are requested by the Board of Education during normal work hours, the employee will be paid his/her regular daily wages.

B. Submission of Issues

In the first meeting, the Union and the Board will exchange proposals up to a maximum of twenty (20) proposals per side. After caucus, if either party wishes to caucus, each side may make such additional proposals as it feels appropriate up to the maximum of twenty (20) proposals per side. Thereafter, no additional items shall be added to the agenda of negotiable items except by mutual agreement.

C. Negotiation Procedures

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meeting shall be agreed upon the beginning of each session. All meetings shall be held in executive session.

D. Caucus

Upon request of either party, the negotiation meetings shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

E. Progress Reports

During negotiations, interim reports may be made to the Union by its representatives and the Board of Education by its representatives. Each side may make such reports as it deems appropriate.

F. News Releases

News releases to the public media during negotiations or prior to impasse shall be made jointly. After impasse each party may issue its own release.

G. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

H. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine its accuracy. If the agreement is then in proper form, it shall be submitted to the Union. The Board shall adopt the agreement following ratification by the Union. When adopted by the Board, the agreement shall become part of the official Board minutes and be binding on both parties. Said agreement shall be signed by the Board's representative and by the representative of the Union. OAPSE will type the original copy of the agreement and deliver a draft copy of the Agreement within 30 days of Board approval of the tentative agreement. The Board will furnish all bargaining unit employees with a copy. OAPSE and the Board will share the cost of producing copies.

- I. Bargaining Team
The Bargaining Team shall consist of up to five (5) members, of which only one, the field representative and the Board representative may be a non-employee of the school district.

ARTICLE 4 - IMPASSE

In the event of impasse, the assistance of the Federal Mediation and Conciliation Service shall be used. Prior to engaging in a strike, the Union must give not less than ten (10) days prior written notice to the Superintendent, and give other notices as required by Ohio law.

ARTICLE 5 - PAID HOLIDAYS

- A. The following days which occur within the employee's work year shall be paid: Labor Day, Thanksgiving Day (2), Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, and Independence Day. [Eleven (11) days]

Accrued earnings or excused absence [except leave without pay] is required for the workday immediately preceding and immediately succeeding the holiday to be eligible for holiday pay as required by law.

- B. When an employee is called in to work on a paid holiday, the employee will be given time and one-half (1-1/2) pay for the hours worked in addition to the regular holiday pay. [That is, two and one-half (2-1/2) pay total.]

ARTICLE 6 - VACATION COMPENSATION

- A. Only years served as a full time employee with the Bowling Green City Schools will be used to determine service credit for purpose of determining vacation leave eligibility. In calculating years worked for vacation eligibility purposes, an employee is not entitled to count years worked at less than full time. A full-time employee is one in service for not less than eleven (11) months per calendar year for purposes of this article. However, if an employee who works thirty (30) or more hours per week and less than year-round is awarded a 12-month position, his/her time as a part-year employee will be prorated in order to determine placement on the vacation schedule in Section B of this Article. One part year will count as one half (1/2) of a full year (e.g., an employee who worked 30 hours or more for less than 12 months per year for six (6) years would be awarded three (3) years for placement on the vacation schedule when the employee moves to a 12-month position).

- B. All full-time employees, who work for eleven (11) months or more during the calendar year as defined in Article 6 (A), shall be granted paid vacation, excluding legal holiday, as follows:

After One (1) year	10 days
After seven (7) years	15 days
After fourteen (14) years	20 days
After twenty-five (25) years	25 days

After thirty (30) years

30 days

- C. Scheduling of vacations is subject to the approval of the Department Director. Because of the physical and psychological benefits to the employee, employees are encouraged to take their vacation annually. Through June 30, 2024 employees shall have the option to cash in up to five (5) vacation days per year. Any accumulation of vacation time, not to exceed vacation allotment for two (2) years total, is subject to the advanced written approval of the Superintendent/designee and department supervisor. Employees must request vacation leave in writing at least three (3) working days prior to the first day requested. If a conflict exists because two or more employees with similar job functions desire the same vacation dates, management will attempt to honor the request of the employee with the greatest seniority in the job classification. Custodians may not take vacation during the five (5) days preceding and five (5) days following the beginning of the school year as determined by the student calendar, unless approved by the Superintendent. Exceptions to the 3-day request period may be made by the Superintendent.
- D. Any employee covered by this agreement separated from school employment, shall be compensated for earned vacation credit on a prorated basis.

ARTICLE 7 - PERSONAL BUSINESS DAYS

- A. A total of three (3) personal leave days will be allowed all regular classified employees of the Bowling Green City Board of Education. If an employee starts employment after the beginning of the school year, he/she will receive a prorated amount of personal leave as follows:

If the first day worked is:	Number of Personal Days*
July 1 – November 15	3
November 16 – February 15	2
February 16 – April 15	1
April 16 or later	0

*Exceptions may be granted by the Superintendent

- B. An employee must request permission in writing for a personal leave day at least five (5) working days prior to the day requested. In the event of an emergency, a written request shall be filed with the Superintendent's office immediately.
- C. Personal leave days may be taken only for personal business which cannot be conducted outside the normal workday. In the event these days are taken, the employee will not be required to specify the nature of the personal business, but must certify that it is not being taken for one of the prohibited reasons.

The following are examples which WILL NOT be approved for personal leave:

- a. Gainful employment or application for employment.
- b. Recreational purposes.
- c. Accompany a husband or wife on a trip.
- d. Any day before or after a holiday or vacation.
[The Superintendent may waive this exclusion in case of funerals.]

e. Any occasion which would provide duplicate pay for the time in question.

The number of employees that may take personal leave on the same day from May 1st through August 31st is limited to no more than fifteen percent (15%) of the Department. No personal leave may be taken during the fifteen (15) days preceding the start or the end of the school year, as determined by the student calendar. Exceptions and emergency situations will be handled on a case by case basis between the employee and the Superintendent.

D. These approved personal business days are granted without loss of pay, and are not cumulative from one year to another. The year is defined as that period of time from July 1st of one year to June 30th of the next year. An employee's unused personal days as of June 30th shall be converted to sick leave and credited to the employee's sick leave balance.

ARTICLE 8 - WORKWEEK, OVERTIME PAY, ETC.

A. The regular workweek begins at midnight Sunday. The hours and days worked on a regular basis are defined by classifications as spelled out in current wage schedules.

B. Full-time employment for employees in the bargaining unit is:

Custodial/Maintenance: 8 hours per day, 260 days per year;

Secretary: Elementary - 7.5 hours per day, 212 days per year,
Secondary - 7 hours per day, 253 days per year,
Enrichment - 7.25 hours per day, 253 days per year,
Psychology - 7.25 hours per day, 253 days per year,
Teaching & Learning - 7.25 hours per day, 253 days per year,
Inventory Control - 7.25 hours per day, 253 days per year,
Receptionist - 7.25 hours per day, 253 days per year;
Operations - 8 hours per day, 260 days per year

Bus Drivers 4.25 hours per day minimum, 175-190 days per year;

Mechanic 8 hours per day, 260 days;

Mechanic's Assistant - 8 hours per day, 260 days;

Food Service Department - hours as determined by need, 175-190 days per year.

Actual working days will be set forth in the calendars adopted by the Board of Education.

In those years where the number of weekdays (Monday through Friday) for 260-day employees equals 261, the extra day shall not be a workday and will be scheduled as a non-paid day off as agreed upon by the Union and the Board, prior to establishment of the calendar.

C. When an employee is required by a supervisor to make a school building check on a day when the employee is not regularly scheduled to work, said employee shall be paid for a minimum of one (1) hour.

- D. Time and one-half (1-1/2) shall be paid for all time actually worked over forty (40) hours in any workweek as prescribed by law. For purposes of overtime pay only, paid holidays shall count as time worked.
- E. Overtime pay and extra time pay assignments shall be distributed fairly and as nearly equal as is reasonably possible.
- F. Food service employees will be paid a \$12.00 hourly rate for all time worked for banquets, meetings, programs, etc. beyond the regular work schedule for any group not sponsored or related to Bowling Green City Schools, except that time over forty (40) hours in a workweek shall be time and one half the employee's regular rate.

Whenever an employee in the food service department is assigned to work for more than five (5) consecutive days in a higher pay scale or classification, the employee shall be paid for the time he/she works at the higher rate, retroactive to the first day.

- G. Except in emergencies, day shift custodians shall be scheduled for eight (8) hours plus an unpaid one-hour lunch. Employees who wish to leave during the lunch period must notify the office. If the employee is required to work during the lunch period, the employee will be on duty for a one-half (1/2) hour lunch, which then shall be paid.

If employees regularly working a late shift are reassigned on a temporary basis to workday shift, they shall retain the night shift rate.

- H. The employer shall have a Cook and/or a Custodian on duty at all events, where respectively the kitchen is used and/or the boiler is fired and operating. (If any custodian or maintenance worker within the system is unable to work any event, then the Head Custodian will cover the responsibilities. When any cook within the system is unable to work any event, then the Manager of that kitchen will cover the responsibilities.)
- I. If any employee is asked and accepts to assume the duties for an employee in a higher wage classification who is absent, they will receive an increase of 7% above their current pay, beginning with the first day. Upon returning to their regular duties, they will return to their regular pay.
- J. The Board agrees the mileage rate shall be at the rate per mile approved by the Internal Revenue Service for mileage in excess of three (3) cumulative miles in a day driven by a bargaining unit member in a privately owned vehicle for work related and/or school business at the request of their supervisor.

ARTICLE 9 - SCHOOL CLOSING

- A. Whenever school is closed due to an epidemic or other public calamity, non-teaching school employees other than those listed in C. below shall receive their regular rate of pay and will not report to work. (No extra compensation shall be given to anyone who reports to work during the above stated periods unless specifically requested to report to work by his/her supervisor.) During calamity days (Level 3 Emergency situations), emergency employees affected are to arrive to work as safely and timely as they are able. The Superintendent will issue a policy regarding emergency situations

and appropriate response and action. Whenever school is closed due to weather more than five (5) days in the school year, all twelve month employees will be required to report after the fifth such day, at the discretion of the Superintendent and shall receive no extra compensation for reporting on such days. All other employees (less than 12-month), shall either report to work, take a personal day or take a dock day on all calamity days after the first five (5).

- B. A supervisor may call an employee in to work on a calamity day.
- C. Classified school employees in the utility, custodial, maintenance, and bus mechanic classifications shall be required to report to work during the above stated periods.
- D. When fewer than all schools are closed because of inclement weather, mechanical difficulties or other such reasons, employees in the bargaining unit shall be required to report to work unless otherwise notified by the Superintendent, and shall be assigned to where needed by the Superintendent or other administrators.
- E. When there is delayed starting time and an employee is not able to arrive on time, an employee may make arrangements with his or her supervisor to make up the time missed, except for cooks and those employees listed in Section 9(C) of this Agreement. Secretaries may come in an hour later than normal start time with the approval of the building Principal.
- F. If a pre-approved sick leave day, bereavement leave or personal business leave day occurs on a calamity day, the employee will not be charged for that day of leave.
- G. When schools are closed early, employees in the bargaining unit shall leave early only on specific authorization of the Superintendent or his/her designee.
- H. When school is closed for weather emergencies, employees not scheduled to work because of scheduled vacation shall be charged for the leave. The status of employees on leave without pay is not changed by closing for emergencies.
- I. In the event that cooks have commenced work on a day when school has been announced as delayed and the delay is changed to a closure, said cooks shall be compensated for the time actually worked not exceeding a maximum of four (4) hours.

ARTICLE 10 - BOARD PAYMENT OF EXPENSES, PROFESSIONAL MEETINGS, WORKSHOPS

- A. School employees shall be permitted to attend professional meetings without loss of pay when approved by the Superintendent or his/her designee.
- B. The president and official delegates shall be permitted to attend the annual O.A.P.S.E. Conference without loss of pay. The number of official delegates shall be limited to one per hundred members in the bargaining unit and one per fractional hundred.

The employer shall permit the O.A.P.S.E. State, District, and Local Officers, not to exceed a total of five (5) employees from the Bowling Green City School District to attend the O.A.P.S.E. State Convention without loss of pay.

- C. Expenses incurred for workshops, seminars, and other job related meetings will be paid by the Board upon the approval of the Superintendent and the Board providing all provisions of relevant Board Policy are complied with. Authorized employee attendance under this section shall be without loss of pay. Any expenses incurred for attendance at OAPSE meetings, workshops, conferences, etc. shall be the sole responsibility of the employee.
- D. The Employer shall permit O.A.P.S.E. District Officers, Candidates and Local Officers not to exceed a total of four (4) employees to attend the O.A.P.S.E. District Day without loss of pay.
- E. The OAPSE President or designee shall be granted fifteen (15) minutes to meet with all newly hired employees.

ARTICLE 11 - REIMBURSEMENT FOR ACADEMIC ADVANCEMENT

The Board will reimburse any classified member for up to eight (8) semester hours of university credit taken during a university academic calendar year (beginning with the summer semester) provided that the courses taken are pertinent to the individual's present position. To qualify for reimbursement, the employee must submit a statement for approval to the Superintendent explaining how the courses the employee proposes to take are job related. University credit is defined as course work taken from an accredited university designated as academic credit by said university and applicable toward an undergraduate or graduate degree. The individual does not have to be enrolled in a degree program.

In place of reimbursement for credit courses, individuals may attend or participate in continuing education programs that further enhance job performance and versatility.

- A. The total hourly tuition charge shall be the basis for reimbursement for university or college attendance based upon the hourly charge per semester hour. Lab fees will be reimbursed where the focus of the course is job related.
- B. There will be an application form to be used by applicants.
- C. This benefit will not be given to a person who leaves employment during or just after completing course work. [Within fifteen (15) weeks of completion.]
- D. An employee will not become eligible for this benefit until he/she has been employed in the school system for one full year. Boiler license course work may be taken immediately upon employment and will be eligible for reimbursement thereunder. Non-credit courses may be taken for reimbursement after ninety (90) days of employment.
- E. Reimbursement will be made for only one course per semester to a maximum of four (4) semester hours. Reimbursement will be made for only one (1) non-credit course per semester.
- F. Classified personnel working less than thirty (30) hours will be reimbursed a fraction of full time. Classified personnel working less than nineteen (19) but more than ten (10) hours will be reimbursed two (2) semester hours per year; less than twenty-nine (29) but more than twenty (20) hours will be

reimbursed four (4) semester hours per year; over thirty (30) hours will be reimbursed eight (8) semester hours.

- G. Classified personnel not receiving prior approval from the Superintendent or his/her designee for course work will not receive reimbursement. If approval is denied, this denial must be communicated to the employee within five (5) working days of the date of receipt of the request.
- H. Classified personnel having fully completed the criteria for reimbursement of their tuition will have their reimbursement payment processed as soon as possible. Criteria for reimbursement are an official transcript and an original receipt for credit courses; certificate of achievement/completion and original receipt for non-credit courses.
- I. Article 11 Reimbursement for Academic Advancement will become void if no contract exists between Bowling Green State University and Bowling Green City Schools.

ARTICLE 12 - IN-SERVICE MEETINGS

A minimum of eight (8) hours of in-service will be held for classified employees. It may be scheduled in increments of less than eight (8) hours and may be scheduled separately for the various groups of classified employees. Notice of the dates shall be provided to the employees as early as possible each year. If an in-service meeting is scheduled by the Employer, employees shall be required to attend, unless approved for an excused absence by the employee's Department Supervisor.

ARTICLE 13 - JURY DUTY

A regular employee shall be granted time off for jury duty and shall suffer no loss of pay. The Jury Duty pay shall be submitted to the Treasurer of the Board in order that the employee's retirement will be credited. An employee who is released from jury duty prior to 12:00 noon is to contact his/her immediate supervisor and return for duty for the rest of the day if requested by the supervisor.

ARTICLE 14 - PLACEMENT ON WAGE SCHEDULE

- A. School employees placement on the Board of Education's adopted wage schedule shall be based upon training, experience, and other job qualifications as spelled out in the job description.
- B. If a newly hired employee is given experience credit and placed on the wage schedule at a step higher than a previously hired employee in the same job classification, the previously hired employee may appeal for re-evaluation of experience credit. Such appeal must be made within thirty (30) days of the hiring of the new employee, and must be in writing and contain documentation concerning prior work experience.

Final determination shall be made by the Superintendent. Said determination shall be made no longer than two (2) weeks after the documentation is received.

ARTICLE 15 - VACANCY AND JOB POSTINGS

- A. The school administration will notify the President of the local Union in writing of vacancy(s) or new position(s) within the bargaining unit. When a vacancy occurs or a new job is created within the classifications represented by the Union, the Board shall post the vacant position for a period of five (5) calendar days by e-mailing notice of the vacancy to the President of the Association and to each building staff list serve. If the fifth day falls on a weekend or a holiday the posting would remain open through the close of the next business day following the weekend or holiday. The posting shall contain the following information:
1. Wage classification and level
 2. Anticipated location of work
 3. Projected starting date
 4. Anticipated work schedule
 5. Minimum qualifications

All present classifications and job positions shall remain in the bargaining unit. The Superintendent shall determine when the needs of the district require filling a job that has become vacant.

- B. Employees desiring the vacant position shall submit their request in writing to their immediate supervisor. This request shall be submitted within five (5) calendar days of the posting. If the fifth day falls on a weekend or a holiday the posting would remain open through the close of the next business day following the weekend or holiday.

Classifications are found in Article 16.

Any full-time [twenty (20) or more hours per week] classified employee may bid on a full-time opening. Qualified full-time employees shall be awarded full-time positions based on seniority, first within the department (as listed in Article 16) then outside the department. The Superintendent shall determine who is qualified to fill the vacancy. New employees may not bid on a new position for six (6) months.

Qualified part-time employees shall be given an interview prior to interviewing of outside applicants. The Superintendent shall determine who is qualified to fill the vacancy.

Employees shall have the right to apply for existing or new positions when vacancies occur (higher, lower, or same wage). Employees in the bargaining unit bidding on a higher or lower pay classification shall be given notice of step placement before the job is considered filled.

Prior to the Superintendent invoking his/her right to decide a less senior applicant is "more qualified," the most senior applicant will be awarded the job vacancy pursuant to the following paragraph unless disciplinary suspension has been imposed against the senior applicant during the latest two years.

During the first 20 work days of appointment either the bargaining unit member or Superintendent may return the employee to his/her prior position without any negative action taken against the employee due to his/her inability to complete the job duties. During this 20 day trial period the vacated position may be filled with a substitute employee.

Each regular employee who assumes a new position by filling a vacancy in accordance with this Article shall serve a probationary period of sixty (60) work days.

If an employee is found to be unsatisfactory in the new position, he/she shall, upon submission of a report to the Superintendent showing the reasons why the employee's service was found to be unsatisfactory, be returned, to his/her former position or to a similar position. Upon such movement his/her wage shall be the same that he/she was formerly receiving, except for changes in pay range that may have occurred or any step increase to which he/she would have been entitled in the former classification.

Similarly, the employee may disqualify himself/herself, with the same provisions applying.

Whenever an employee is given a probationary removal, a written statement of the reasons for such removal showing the respects in which the employee's service was not satisfactory shall be given to the employee and the Superintendent.

An employee may not be a successful bidder on more than one (1) lateral position in a six (6) month period as determined by the date of transfer to the new position.

The internal bidding process shall be limited to one (1) subsequent posting prior to posting externally, unless the subsequent posting is a promotional opportunity, in which case the limit is two (2) subsequent postings.

ARTICLE 16 - REDUCTION IN FORCE

In the event that a reduction in force occurs, whether such reduction is because of building closing, reduced enrollment, lack of work or lack of funds, the Board shall determine which classification shall be reduced. Employees in that classification who are in their probationary period shall be laid off before non-probationary employees. If it is necessary to lay off non-probationary employees, the employee in the affected classification with the least departmental seniority shall be laid off first.

Departments and classifications (listed in descending order from highest to lowest grade in each department) shall be as follows:

Custodial, Buildings & Grounds, and Maintenance Department

Classifications:

- Maintenance II
- Custodial Worker First Shift Head Secondary
- Custodial Worker First Shift Head Elementary
- Maintenance I (Utility)
- Custodial Worker

Food Service Department

Classifications:

- Food Service Manager Secondary
- Food Service Manager Elementary
- Food Service Worker/Cashier

Monitor of Students

Transportation Department

Classifications:

Mechanic
Mechanic's Assistant
Bus Drivers
Bus Monitor

Secretarial Department

Classifications:

Secretary II 12-Month
Secretary I 12-Month
Receptionist
Inventory Control Specialist
Secretary I 10-Month
Secretary I – Part-time
ASP Clerk

1. An employee who is to be laid off may displace an employee with equal or lesser hours of work who has less departmental seniority than the bumping employee in classifications in the same department, provided that the bumping employee is qualified to perform the job of the employee being bumped. This bumping of a less senior employee may occur no more than two times following the initial employee who was to be laid off exercising his/her right to bump a less senior employee.
2. In the event that an employee is to be laid off and has no bumping rights within his/her department but has changed departments within ten (10) years, the employee may bump back into the job classification he/she previously held if that classification contains an employee of later hiring date. In situations of this type, the employee bumped shall be the latest employed in said classification.
3. The Superintendent shall have the sole authority to determine the sufficiency of qualifications.

The Union may file a grievance under the provisions of Article 41 – Grievance Procedure, if the Superintendent has acted arbitrarily, capriciously or in bad faith in determining the sufficiency of qualifications.

4. Any employee who is or was removed from his/her regular job classification because of a reduction in the work force, whether such reduction is because of building closing, reduced enrollment, lack of funds or lack of work, shall have the right to return at any time within two (2) years from the effective date of layoff, if a new job is created or a vacancy occurs in the job classifications in the same department from which he/she was laid off. Recall shall be by seniority, subject to ability to perform the available job. No employee on recall shall be offered a vacant position until currently employed employees have exhausted their right to bid on a vacancy in accordance with Article 15 of the Agreement.

5. A notice of recall shall be sent by certified mail. In the event the Board of Education has not received a reply from the laid off employee within ten (10) working days of the mailing date, the next employee on the reinstatement list shall be notified and the first employee shall have no further rights to reinstatement with the Board of Education. Notification of reinstatement shall be sent to the employee's last known address as contained in the employee's records. It is the employee's responsibility to maintain a current address in the employer's records.

ARTICLE 17 - SENIORITY

"District Seniority" is defined as the length of continuous service with the Bowling Green City School District beginning with the last date of employment. "Departmental Seniority" is defined as the length of continuous service within the department beginning with the last date of employment in the department. Seniority shall be lost when an employee resigns, retires, or is terminated.

The Superintendent shall provide a current seniority list of all employees contained in the bargaining unit to the Union on or before February 1 of each year. The Union shall have thirty (30) calendar days to notify the Superintendent of any needed changes on the list.

Each month the Board of Education will inform the Union of personnel changes which affect the seniority list through submission of monthly Board agenda.

Substitute employees shall not accumulate seniority.

There will be a probationary period of eighty-five (85) work days for new employees to become regular employees.

ARTICLE 18 - EVALUATIONS

Each classified employee shall be evaluated by an administrator who directly supervises the employee.

The evaluation shall be completed in time to discuss with employees prior to May 1st. All employees to be evaluated shall be notified ten (10) working days prior to the evaluation review.

The evaluation form (Appendix A) shall be used for all classified employee evaluations. Revisions to the evaluation form may be agreed to in Labor-Management Committee meetings.

Evaluations shall be used to assist employees in improving their job performance. The supervisor, Human Resources Administrator and the employee shall sign the evaluation. The employee may add his/her written comments, which shall be reviewed by the Human Resources Administrator.

Evaluations are not to be used for discipline and are not subject to the grievance procedure. If a matter referred to in an evaluation also is referred to in a written warning or other disciplinary action that disciplinary action is subject to the grievance procedure.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

- A. The President of O.A.P.S.E. shall be notified of all termination of employment prior to any School Board of Education action.
- B. Before an employee may be terminated or suspended without pay, the employee shall be afforded a hearing before the Superintendent or his/her designee, unless it is necessary to immediately relieve the employee from duty for the safety and welfare of fellow employees or students. An appeal from any termination or suspension without pay shall be made through the Grievance Procedure and such appeal right shall supersede all civil service laws, regulations and procedures.
- C. The Board of Education retains the right to discipline, suspend, and discharge employees for just cause. Except in cases of serious misconduct in which immediate discharge may be warranted, principles of progressive discipline and due process shall be observed, taking into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The following are the forms of discipline that are less serious than discharge: verbal warning, written warning and suspension.

Examples of serious misconduct that may warrant immediate discharge include, but are not limited to, the following: fighting while on duty, theft of Board property, sleeping on the job, possession or use of alcohol or illegal drugs while on duty, falsifying an employment application, deliberately delaying or restricting one's own work or that of another employee, walking off the job, failure to report to work or call off for three (3) consecutive workdays, failure to return from an authorized leave of absence.

Other examples of serious misconduct that may warrant immediate discharge include carrying or possession of firearms or other dangerous weapons while on duty or while on school premises.

ARTICLE 20 - PERSONNEL FILE REVIEW

Each employee shall have the opportunity, upon request, and after arranging a suitable appointment during regular business hours of the central office or at such other times as may be mutually agreed upon, with at least twenty-four (24) hours advance notice, to review the contents of his/her personnel file in the presence of an administrator. Upon the request of the staff member, a Union representative may accompany the member.

Except as may otherwise be provided in this Agreement, no item in said file shall be removed by the employee or his/her representative. The employee shall be permitted to attach to any item a written rebuttal or such other comments as he/she may deem advisable.

The employee shall be notified in writing of the placement of any document in his/her personnel file. For the purpose of this section, posting by regular mail or personal delivery from the Superintendent and/or building principal shall create a presumption of notice to said employee. Such notice shall not be required when such document is presented by the employee for filing, or for any of the following documents-wage notices, letters of commendation, military records, or medical records. Any disciplinary action shall cease to have effect after twenty-four (24) months from the date of the discipline if there have been no other disciplinary violations during the twenty-four (24) months.

Failure to give notice shall not be asserted by any employee after one hundred (100) workdays from the date of such filing.

ARTICLE 21 - SICK LEAVE

- A. Each regular employee shall receive, for each completed month of service, sick leave of 1-1/4 days per month employed, or fifteen (15) days per year, which shall be computed and may only be taken in one-hour increments based upon the employee's regular work schedule. The maximum amount of sick leave that may be accrued shall be four and six-tenths (4.6) hours for every eighty (80) scheduled hours, excluding overtime hours. The total unused portion of the annual sick leave allowance shall be permitted to accumulate without limit.
- B. Any newly hired employee who has previously accumulated sick leave from employment with an Ohio public agency or another public school district may transfer his/her unused sick leave to the Bowling Green City School District, up to the maximum number of sick leave days that may be accumulated in the Bowling Green negotiated agreement at the time the employee is hired if it is within ten (10) year of having left the previous public employer.
- C. Employees may use sick leave upon notifying their immediate supervisor for absence due to illness, injury, and for illness of the employees' immediate family. Absence caused by exposure to contagious disease, when deemed advisable by a written authorization from the physician, is also an acceptable use of sick leave.

The use of sick leave for four (4) or more consecutive days or an employee who uses sick leave the day prior to or following a weekend or holiday four (4) or more times in one contract year shall require the filing of a physician's statement of recommended additional sick leave with the Treasurer of the Board of Education. (The physician's statement should be attached to the absence report.)

- D. Employees shall be granted up to five (5) working days' absence with pay per year for a death in the employee's immediate family, which shall not be charged against sick leave. The immediate family encompasses: husband, wife, children, stepchildren, parents, stepparents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

The Superintendent may grant additional days' absence for deaths in the immediate family, which shall be charged against sick leave.

- E. Each newly hired classified employee of the Board shall be entitled to an advancement of five (5) days of sick leave, as authorized by rules which the Board shall adopt, to be charged against the sick leave he/she subsequently accumulates.
- F. Pregnancy/Maternity Leave
 - 1. Accumulated sick leave may be used by any female employee for reasons of pregnancy. Upon application, sick leave shall be granted for six weeks following birth. An employee may request an extension of maternity leave based upon the written recommendation of a

physician. The Superintendent may request a second opinion from a physician selected by the Superintendent to be paid by the Board.

2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the employee, plus days earned during the period of such leave.
 3. Any female employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in subsection 1. above, shall be granted an interim maternity leave without pay for six (6) weeks following birth. An employee may request an extension of maternity leave based upon the written recommendation of a physician. The Superintendent may request a second opinion from a physician selected by the Superintendent to be paid by the Board.
- G. The Board, at its option, may require any classified employee on any disability leave to be examined by a physician designated and paid for by the employer. Such physician shall be board certified in the appropriate specialty. In case of a difference between the employee's physician and physician designated by the employer, a third physician shall be selected by these two physicians and his/her opinion shall be controlling. This physician shall be paid by the employer.
- H. A leave of absence without pay for up to two (2) years may be granted by the Board of Education at its discretion for educational, professional or other purposes, including illness or injury in the classified employee's immediate family, and shall be granted where illness or disability is the reason for the request. Applicants desiring such leave shall present in writing their applications showing clearly the reason for the purpose of the leave to the Superintendent of Schools. The Superintendent is to report these requests together with his/her recommendations to the Board of Education at its next regular meeting.

A classified employee who has completed his/her probationary period and is granted a leave of absence without pay shall not forfeit his or her seniority, but shall not accrue benefits while on such leave.

Application for leave of absence shall contain a statement of intent to return. When returning from a leave of absence, assignment will be made by the Superintendent of Schools.

Employees on leave for one school year or less shall return to the same position.

ARTICLE 22 - SICK LEAVE BANK

The Sick Leave Bank (SLB) may only be used for catastrophic injury, non-elective surgery, or illness of the employee or immediate family member that causes extended absence from work. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Allotments will be limited to participating employees as determined by the SLB committee.

A maximum number of days that a person may withdraw from the SLB is forty (40) days while employed with Bowling Green City Schools.

A. General Procedures

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

An application will be considered only after a member has used all of his/her accumulated sick days. Allotment from the Sick Leave Bank will be made only for absences under a member's normal duties contract. Allotments will not be made for absences in programs such as extra summer work, extended services, or any other part-time or second position held by a member with a full-time contract.

Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

2. A doctor's statement is required with the application in order for the request to be considered. The committee may request a second medical opinion at any time, at the Board's cost and choice of physician.

As a condition to such application, members agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Ohio Association of Public School Employees Chapter #311 (OAPSE), and the Bowling Green City Schools."

3. Allotments from the Sick Leave Bank shall commence on the eleventh consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

- B. Enrollment shall be during the month of September. New employees hired after the enrollment period in September will have four (4) weeks to enroll.

To enroll, a member shall contribute one (1) accumulated sick day to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable. SLB Days that are donated will be deducted from the donor's number of severance days available for payment listed in Article 25.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may request the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

C. Sick Leave Bank Committee shall be composed as follows:

1. The Human Resources Administrator;
2. The Treasurer or his/her designee; and
3. Two members appointed by the OAPSE President.

The SBC shall meet and review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. The SBC will communicate the approval or denial of SLB days in writing to the requesting employee. Actions of the SBC will be decided by a majority vote of the SBC.

In cases where there is a tie, the Superintendent will be the tie breaking vote.

ARTICLE 23 - FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits should be accorded to the bargaining unit members.

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to family or medical leaves of absence. The Board may establish rules regarding the twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993, and the use of paid leave as part of a family and medical leave. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable.

ARTICLE 24 - ASSAULT LEAVE

Any member of the bargaining unit employed by the Bowling Green City Board of Education assaulted by a student currently enrolled in the district or assaulted by any person except an employee of the Board while in the course of such classified employee's employment, and such classified employee is temporarily disabled by any injury resulting from such assault, such employee shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury in which Workers' Compensation does not cover, the Board will continue the employee's wage without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the classified employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular wage. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.

Except as otherwise approved by the Superintendent, any classified employee receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.

ARTICLE 25 - RETIREMENT PAY

- A. Upon retirement of a member of the bargaining unit, the Board of Education shall pay to such employee a sum equal to the employee's daily rate of pay at retirement, times one-fourth of the employee's accumulated but unused sick leave to a maximum of fifty-six (56) days provided that any employee shall be required to serve no less than ten (10) years in the Bowling Green City School District to be eligible for such payment. If an employee retires with less than forty (40) days of accumulated sick leave, the employee shall be paid a sum equal to the employee's daily rate of pay at retirement for up to five (5) days accumulated but unused sick leave, provided the employee has not used more than ten (10) days of sick leave for absences not qualifying for FMLA leave during the two (2) years preceding the date of retirement.
- B. For the purpose of Section A above, retirement shall mean disability or service retirement in the School Employees Retirement System.
- C. Prior to the payment, the Treasurer of the Board of Education must have evidence in his/her possession that the classified employee is in fact in a status of retirement from the School Employees Retirement System of Ohio. This evidence shall be an affidavit or written notification supplied by the School Employees Retirement System of Ohio.
- D. Only those members of the Bowling Green City School classified staff whose effective date of retirement with the School Employees Retirement System of Ohio is no later than ninety (90) calendar days after the last paid day of service with the Bowling Green City Schools, shall be eligible to be paid for such accrued but unused sick leave credit.
- E. If an employee with ten (10) or more years of service in the Bowling Green City School District who is approved for disability retirement retires at the earliest eligible date, he or she shall be paid a sum equal to the employee's daily rate of pay at the date of retirement times one-half of the employee's accumulated, but unused sick leave to a maximum of one hundred and ten (110) days. An employee electing payment under this subsection E. shall not be entitled to payment under subsection A.
- F. Payment under subsections A. or E. above shall be made only once to any employee and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of payment.
- G. Retirement or severance pay will be paid within ninety (90) days of retirement or separation, providing application is made in compliance with other sections of this Article.
- H. All classified staff resignation or retirements shall have a definite effective date of end of service. No "last day of school" or "end of school term" will be accepted.
- I. Upon the death of an employee, his/her separation benefits shall be paid to his/her designated beneficiary thereof, or if none, to his/her estate. (Approved form will be available from the Treasurer.) Employer will contact the designated beneficiary within thirty (30) days.

ARTICLE 26 - MILITARY LEAVE

Employees who enter the United States Armed Forces or are members of the Armed Forces Reserve or National Guard shall be provided rights on the basis of the applicable Federal and Ohio statutes then in effect.

ARTICLE 27 - PAY DAY SCHEDULES

The pay day schedule shall be twenty-four (24) pay periods each calendar year. In the first year of the transition from 26 pays there would be 25 pay periods. Pay dates will be on the tenth (10th) and twenty-fifth (25th) of the month. If a pay date falls on a weekend or bank holiday, the pay date will be the preceding banking day.

ARTICLE 28 - SERS PICKUP

Effective upon ratification by the Union and approval by the Board, the Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77- 462 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as "picked up" by the Board shall be included in computing final average wage, provided that no employee's total wage is increased by such "pick up," nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

ARTICLE 29 - HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL

- A. The Board will provide a PPO medical plan, and the employee's monthly contribution for employees who work twenty (20) hours or more of the school week shall be Fifteen percent (15.0%) of the total premium, with the Board paying Eighty-five percent (85.0%) of the premium cost.

This coverage shall be for all employees who work twenty (20) hours or more of the school week with the provision that this coverage is to be non-duplicating. (Non-duplicating hospitalization insurance coverage means the employee and/or the employee's dependents are covered by only one payroll deduction hospitalization plan. Supplemental plans that would contain coverage beyond that supplied in the basic plan shall be permitted.)

- B. The maximum coinsurance out-of-pocket expense (single/family) under the PPO plan shall be \$1,000 single/\$2,000 family in network and \$3,000 single/\$6,000 family out-of-network.
- C. The maximum benefit period deductible (single/family) shall be \$500 single/\$1,000 family in network and \$1,500 single/\$3,000 family out-of-network.

D. PRESCRIPTIONS

Retail 30-Day Supply

\$10 Generic

\$20 Formulary

\$30.00 dispense as written
(non-formulary)

Mail Order 90-Day Supply

\$20 Generic

\$40 Formulary

\$60 dispense as written
(non-formulary)

E. The in-network physician office visit co-pay shall be \$20.00.

F. As an option within the Wood County Schools Health Insurance Consortium plan, employees shall be offered on a voluntary basis the opportunity to enroll in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The employee's share of the discounted premium associated with this plan will be 12% of the monthly premium for single or family coverage for employees who work at least thirty (30) hours per week, and 15 % for those employees who work at least twenty (20) hours per week, but less than thirty (30) hours per week. In addition, the Board of Education will contribute \$1,000 to the employee's HSA account in the first year of participation and \$750 in the second year of participation.

Deductibles for the HDHP/HSA shall be:

Single: minimum allowed by IRC in network/double the minimum allowed by IRC out-of-network

Family: minimum allowed by IRC in network/double the minimum allowed by IRC out-of-network

Employees who enroll in the HDHP/HSA shall be permitted to (re)enroll in the PPO plan during any open enrollment periods and there shall be no exclusion of pre-existing medical conditions.

G. INSURANCE WAIVER

Any employee who is enrolled on the District's Health Insurance who waives the right to Health Insurance for a benefit year (January 1 through December 31), and provides proof of other Insurance coverage that is not through the Health Insurance Marketplace, will receive a lump sum payment on the second pay period following the completion of that benefit year that shall be equal to, for those on single coverage, \$1,500, and for those on family coverage, \$3,000. The waiver payment will be paid to those employees who qualify equally over the six-month period of January to June. If the employee resigns his/her employment with the District, the employee will not receive the waiver amount, unless the resignation was for retirement purposes. In the case of retirement, the waiver amount will be prorated based on the date of the retirement. When an employee waives the right to Health Insurance, such waiver shall remain in effect from year to year unless changed in writing by the employee.

ARTICLE 30 - TERM LIFE INSURANCE

A. The Board will pay the total premium cost of Term Life Insurance (\$50,000) for all regular classified employees working in a classification with a weekly work schedule of thirty (30) hours or more.

- B. The Board will pay the total premium cost of Term Life Insurance (\$22,500) for all regular classified employees working in a classification with a weekly work schedule of at least twenty (20) hours but less than thirty (30) hours.
- C. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be reported promptly to the injured employee's supervisor or other designated representative and an application filed with the Bureau of Workers' Compensation.

The Board agrees to continue to provide medical insurance to employees who are forced to discontinue active employment or to go on leave of absence subsequent to such injury for an additional eighteen (18) months, with premiums paid by the employee at one-hundred (100) percent of the contracted premium rate.

ARTICLE 31 - VISION CARE INSURANCE

- A. The Board shall pay an amount not to exceed \$15.00 per month. This coverage shall be for all employees who work twenty (20) hours or more of the school week.
- B. In the event that the teachers are granted a higher level of insurance coverage, O.A.P.S.E. shall be granted the higher rate also.
- C. If the premium exceeds the designated amount set forth above, the employee shall pay the difference.

ARTICLE 32 - DENTAL INSURANCE

- A. The Board shall pay an amount not to exceed \$65.00 per month for a family plan and \$22.00 per month for a single plan. This coverage shall be for all employees who work twenty (20) hours or more of the school week.
- B. In the event that the teachers are granted a higher level of insurance coverage, O.A.P.S.E. shall be granted the higher rate also.
- C. If the premium exceeds the designated amount set forth above, the employee shall pay the difference.

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE

- A. The Labor-Management Committee is composed of such O.A.P.S.E. and administrative representatives as are agreed by the parties on the recommendation of the FMCS, not to exceed four (4) regular members for each side. The purpose of this group is to maintain open lines of communication between staff and the Superintendent of Schools. Meetings shall be held monthly

during the course of the school year, unless the president of O.A.P.S.E. and the Superintendent/designee determine a meeting is unnecessary.

- B. The Labor-Management Committee is not established as a second negotiations process. Accordingly, negotiation items are not to be presented at Labor-Management Committee meetings.
- C. Participation in Labor-Management Committee meetings or training sessions is without loss of pay.
- D. The parties agree to participate in training provided by the Federal Mediation and Conciliation Service.

ARTICLE 34 - BOARD PAYMENT OF BUS DRIVER PHYSICAL EXAMS

- A. The Board shall provide the required physical examination for bus drivers at Board expense, with the examining physician or physicians designated by the Board from within the Bowling Green City School District. For those bus drivers who elect to obtain their physical examination from a physician of the driver's choice, the Board will bear the cost equal to the fee or fees charged by the Board's physician(s).
- B. In the event the Board does not designate a physician, the Board shall pay the bus driver's doctor bill as charged.

ARTICLE 35 - SUPPLEMENTAL PAYMENTS

- A. The Board will pay building secretaries who have been designated as a cashier an additional amount annually:
 - Elementary - three hundred seventy-five dollars (\$375.00)
 - Junior High - six hundred twenty-five dollars (\$625.00)
 - Senior High - one thousand twenty-five dollars (\$1,025.00)
- B. The Board will pay food service personnel who have been designated as a Head cashier an additional two hundred twenty-five dollars (\$225.00) annually.
- C. Food service personnel successfully completing Level One certification in Food Protection in accordance with the Ohio Department of Health Food Protection rule 3701-21-25 of the Ohio Administrative Code will have twenty cents (\$.20) per hour added to their wage. Food Service personnel successfully completing Level Two Training Certification in Food Protection in accordance with the Ohio Department of Health Food Protection rule 3717-1-02.4(B) of the Ohio Administrative Code will have thirty cents (\$0.30) per hour added to their wage. If any of these certified employees loses his/her certification, the additional twenty or thirty cents (\$0.20 or \$0.30) per hour will be deducted from his/her wage.
- D. Elementary Secretaries may be required to work during the summer months outside their contract year to assist with the preparation of EMIS reports and shall be compensated at the employee's regular hourly rate, subject to availability.

ARTICLE 36 - WORKING CONDITIONS - BUS DRIVERS

- A. A bus driver's contract shall be based on a daily time of four and one-fourth (4-1/4) hour multiple run, including clean-up, warm-up, safety check and preparation time. If a bus driver feels his/her route exceeds the four and one-fourth (4-1/4) hour multiple run, as described above, then fourteen (14) days after school has begun and scheduled bus routes have been established, the bus driver may request that a representative from the Board and a representative from O.A.P.S.E. accompany him/her on the route to determine if the time involved is actually over the base daily time and any adjustments either to the route or pay should be made. Additionally, a bus driver may request the timing of an altered route within the first fourteen (14) working days of the alteration. The final decision in such instances shall rest with the Superintendent.
- B. The Director of Transportation shall be responsible for establishing routes that are as nearly equal as possible.
- C. Pre-school runs will be paid at regular driver's rate step for actual hours driven.
- D. Vacancies in any route category, including pre-school, will be filled by the procedure (set forth in Article 15), and any routes or new routes shall be posted to be bid upon.
- E. All extra trips outside the regularly scheduled school route hours shall be posted and assigned according to a seniority list based upon the bus driver's total seniority as a bus driver with the Bowling Green Board of Education. A seniority list shall be posted at all times in the bus garage.

All extra trips outside the regularly scheduled school routes shall be posted and assigned each Monday afternoon at 1:30 p.m. for the following week (Monday through Sunday).

Regular drivers have first choice of trips to be assigned on a rotating basis according to their seniority.

Any field trip during regular driving hours, or trips not taken on assignment day, may be assigned to a substitute driver.

The Director of Transportation may also ask a regular driver to make the longer field trip even if it is during the regular driving hours. In such case, the regular driver would be deducted his/her regular wages.

A driver not reporting for the trip assignment time will be assumed to be passing his/her turn with the following exceptions: a driver who is ill, a driver who is on a field trip, or on excused jury duty. That driver shall have the first choice to select another time in the next week's rotation, providing their name came up in rotation for the week they were absent (as described above).

A driver serving the school district in another paid position within the school district shall be permitted to submit in writing their field trip choices for the trips at the trip assignment time in the event that their other paid position overlaps with the field trip assignment time. (Must be actively working, not on leave, etc.)

If the bus driver does not accept an extra trip assignment, his or her refusal shall be treated as if the trip has been accepted, for the purpose of rotation.

When a bus driver has an extra trip canceled, the driver's name will be placed at the top of the rotation list for the next trip offered. A bus driver's name may only appear once at any one time at the top of the rotation list for the above-mentioned reasons.

If a bus driver is offered and accepts an extra trip in an emergency situation, the driver shall not lose his/her place on the rotation list.

Assignment to all extra trip rotation lists shall start at the top of the seniority list at the beginning of each year.

A one (1) hour minimum compensation shall be paid when a driver reports for an extra trip, and that trip has been canceled, without prior notice to the driver.

- F. The hourly rate of pay for extra trips is Step 2 on the wage schedule for bus drivers in Appendix C. Minimum trip time is one (1) hour if a call-in is involved. The foregoing rates apply to regular drivers only, The Board reserves the right to increase substitute driver pay rate, if necessary, not to equal regular driver rate.
- G. The Board will reimburse bus drivers for actual out-of-pocket expenses for meals not to exceed \$30.00 per day, lodging not to exceed \$110.00 per day, and mileage at the current Internal Revenue Service rate associated with training necessary for the bus driver to maintain certification in accordance with Ohio Department of Education regulations.
- H. In the event a pre-school route is eliminated, the employee assigned to that route may displace the least senior employee driving a pre-school route, provided that the employee has more seniority than the employee being displaced.
- I. Any driver working as a bus monitor on a regular route or on a field trip shall receive their regular rate of pay.

ARTICLE 37 - POLICING OF RANKS

A specific effort will be made by O.A.P.S.E. to ensure that the membership living in the district is registered to vote and does vote. It is incumbent upon an individual member to support a levy proposed by the Board and endorsed by O.A.P.S.E. rather than working to defeat the levy.

Whenever the Union has knowledge of its own people presenting less than a good professional image to the school community, the Union should be willing to apply counseling and peer pressure to bring about professional self-improvement.

Individual Union members will assume the responsibility for enhancing their professional image by:

- Observing high standards of cleanliness, manner, and conduct while on duty.
- Assisting in maintaining high standards by reporting infractions of rules and/or standards to their Union leaders.
- Reporting serious problems of students to administration.

ARTICLE 38 - DUES DEDUCTION

- A. The Board will arrange for payroll deductions of dues of the Ohio Association of Public School Employees, Chapter #311. Deductions shall be made from each paycheck beginning with the first pay in October and ending with the first pay in June.
- B. The Board will remit dues to the State Association Treasurer of Chapter #311, monthly, following collection.
- C. Dues deduction authorization shall be irrevocable for periods of one year except that authorization may be withdrawn each year per the membership application. If dues deduction is not revoked during such period, it shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer and State Association Treasurer.
- D. O.A.P.S.E. shall indemnify and hold the Board of Education harmless from any or all claims, demands, or suits or any other action arising from the collection of dues contained herein.

ARTICLE 39 - UNIFORMS

Employer shall furnish uniforms for the mechanic and assistant mechanic, five (5) changes per week. Any penalty assessed for failure to return uniforms upon termination of employment will be borne by the employee and may be withheld from any final pay.

ARTICLE 40 - OTHER DUTIES

The Board recognizes the right of classified employees to apply for and be considered for duties in other areas of the school program so long as such duties do not conflict with the primary work assignment.

ARTICLE 41 - GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. **Grievance:** A claim by a member or group of members of the bargaining unit involving an alleged misinterpretation, violation, or misapplication of any of the provisions of the negotiated agreement entered into between the Board of Education and the Union. An employee may file a grievance alleging that any discipline imposed by the Board was not for just cause, and this right shall be in lieu of any other appeal, including but not limited to civil service or to the courts.
 - 2. **Grievant:** An employee or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of the aforementioned Section (A) (1) has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting each member of said group and must be signed by the O.A.P.S.E. president.

3. **Union:** The Ohio Association of Public School Employees, Chapter #311.
4. **Board:** The Board of Education of the Bowling Green City School District.
5. **Party-of-Interest:** An involved employee of the Bowling Green School District.

B. Purposes/Principles:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may affect the welfare or working conditions of members of the bargaining unit.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of a member having a problem to discuss the matter informally with an appropriate member of the administration or with a designated representative of the Union.
4. Any member of the bargaining unit shall have the right to present a grievance to such person and only through such channels as are designated for that purpose.
5. This grievance procedure shall be the exclusive means of resolving complaints under this agreement and, unless required by applicable federal or Ohio law, no other legal action may be used where a matter is subject to this grievance procedure.
6. No reprisal of any kind shall be taken against any person participating in the grievance procedure by reason of such participation.
7. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and the reasons thereof.
8. All documents, communication, and records at all levels dealing with the processing of a grievance, shall be filed separately from the personnel files of the participant.
9. Forms for filing and processing grievances shall be agreed to by the Association President and the Superintendent/designee. The central office will make copies available through building principals, the Union and school representatives.
10. Grievances shall be processed promptly. However, the time limitations provided for in the article may be extended by mutual written agreement between the Employer and the Union. Grievances should be processed in the order set forth herein. However, grievances concerning wages, insurance, suspension without pay or discharge may be introduced directly at Step 2. For those grievances introduced directly to Step 2, Section D of Article 41, the time limitations within which a grievance must be brought as set forth in Step 1 shall apply.

11. If the grievance is not advanced to the next Step within the time limits stated for each Step, the grievance shall no longer exist.

C. Informal Procedures:

1. The grievant should first discuss the matter with his/her principal or administrator or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
2. If the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have a representative of his/her choice to assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

D. Formal Grievance Procedures:

1. Step One - 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 his/her supervisor. If such grievance is not lodged within thirty (30) calendar days following the act or omission which gave rise to the grievance, the grievance shall no longer exist. Where continued acts or omissions have been perpetrated on an individual or a group, such grievance shall be filed within thirty (30) days from the most recent act or omission. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of this agreement allegedly violated, misinterpreted, or misapplied.

A copy of such grievance shall be filed with the Superintendent. Upon written request, a hearing shall be conducted by the principal, supervisor or designated representative within ten (10) working days after receipt of such request. The aggrieved employee shall be advised, in writing, of the time, place and date of such hearing and afforded representation rights at each formal step.

The building principal, supervisor or designated representative shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or, if a hearing is requested, within ten (10) working days after the conclusion of said hearing. If no action is taken within this time, the grievance shall be advanced to the next step. The supervisor must still provide a written response to this step.

The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, Treasurer of the Board of Education, and the president of the Union.

2. Step Two - Formal

If the action taken by the building principal, supervisor or designated representative does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within ten (10) working days from the receipt of the written notice of the principal's, supervisor's or designated representative's action on said grievance. Upon request, a hearing shall be conducted by the Superintendent or his/her designated representative within ten (10) working

days after receipt of the request. The aggrieved employee shall be advised in writing of the time, place and date of such hearing.

The Superintendent or his/her designated representative shall take action on the appeal of the grievance within ten (10) working days after receipt of the appeal, or if a hearing is requested, within ten (10) working days after the conclusion of such hearing. If no action is taken within this time, the grievance shall be advanced to the next step. The Superintendent must still provide a written response to this step. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, the Treasurer of the Board of Education, and the president of the Union.

3. Step Three - Formal

If the aggrieved employee and the Union are not satisfied with the disposition at Level Two, they may request that the issue be submitted to arbitration within fourteen (14) days after receipt of the written notice of the action taken by the Superintendent or his/her designee.

The arbitrator shall be selected by the Superintendent and the Union from a list of seven names submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service shall submit a second list of seven names from which the parties will alternately strike names from the list until only one name remains, who shall be arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement, board policy, administrative rules or regulations, public laws, and statutes and shall be prohibited from making any decision contrary to law.

The arbitrator shall issue his/her disposition of the grievance, in writing, within ten (10) working days after hearings or in accordance with arbitration rules. If the grievant prevails, he/she shall be made whole within thirty (30) working days after the disposition has been received from the arbitrator. The arbitrator shall make his/her report to the Superintendent and the president of the Union.

The decision of the Arbitrator shall be final and binding. The cost of the arbitration shall be divided equally between the parties. The costs shall include only the arbitrator's fee and a transcript, if required by the Superintendent/designee and the president of O.A.P.S.E.

ARTICLE 42 - SCHOOL CALENDAR

- A. Prior to February 15th of each year, the Union shall submit a proposed calendar to the Superintendent with suggested starting and ending dates, vacations, and holidays clearly indicated. The Board will give full consideration to the Union's proposed calendar as well as calendar input from other employee groups, Wood County school calendars, and the Penta calendar.
- B. The calendar shall be established for the next school year prior to the end of the current school year.
- C. Once a calendar is adopted, it shall be changed only for emergencies.

ARTICLE 43 - RELEASED TIME TO ATTEND MEETINGS

The Board will grant released time up to one (1) hour maximum, to night shift employees to attend ratification meetings and/or regular membership meetings. This time is to be granted only to employees who request such release with at least 24 hours advance notice to the employee's supervisor, and must be made up by the employee during the same work shift. The number of such meetings utilizing released time shall be limited to six (6) per year unless otherwise agreed upon in advance with the Superintendent.

ARTICLE 44 - DISTRIBUTION OF CONTRACT

- A. Within thirty (30) days after the execution of this contract, the Board shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement by the Board without charge at the time of employment.
- B. A table of contents with page references shall be included at the front of the contract.

ARTICLE 45 - SAVINGS CLAUSE

- A. O.A.P.S.E. and the Board recognize that legislation at the state or federal level might affect this agreement. It is agreed that should such legislation be passed in the future, O.A.P.S.E. and the Board will make any necessary modifications in this agreement to comply with the law.
- B. If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 46 - CREDIT UNION/ANNUITY DEDUCTIONS

Employees may have credit union and annuities deducted twice a month.

Employees may participate in Tax Sheltered Annuities via wage reduction contributions as allowed by IRC Section 403(b) with providers who have complied with the rules and procedures adopted by the Board of Education. Employees also have the opportunity to participate in the Ohio Deferred Compensation Plan established pursuant to Sections 148.01 --- 148.10 ORC.

ARTICLE 47 - PAYCHECK DIRECT DEPOSIT

All employees shall participate in direct deposit at the bank of their choice.

ARTICLE 48 - WAGE SCHEDULES

2022-2023 School Year:

\$1.00/hour increase for all bus drivers
\$3.00/hour increase for all other employees

2023-2024 School Year:

3.0% increase for all employees

Newly hired employees will start at the rates on the attached schedules (Appendix C).

ARTICLE 49 - MAINTENANCE OF STANDARDS

During the duration of this Agreement, the Board shall maintain all terms, conditions and benefits of employment which are the subject of any provisions of this Agreement at not less than the level in effect as of the effective date of this Agreement.

No existing Board policies, instructions, or handbooks shall in any way limit the rights granted employees in this Agreement. Any portion of the existing documents that is inconsistent with any lawful provision of this Agreement shall be ineffective.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board of Education and the Union and constitutes the entire agreement between both parties.

Therefore, for the life of this Agreement, each party voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to or covered, not referred to, or not covered in this Agreement including subjects which could have been bargained but were either discussed or not discussed, but not included in the Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

This Collective Bargaining Agreement is intended to and shall serve to supersede all civil service laws, regulations and procedures, and any disputes concerning matters addressed in this Agreement shall be resolved exclusively through the Grievance Procedure set forth in Article 41.

ARTICLE 50 - EMPLOYEE NO TOBACCO/VAPING POLICY

A. It is the policy of the District to promote good health among its employees as well as provide a safe working environment. For these reasons, the District observes a 100% tobacco-free and vaping-free

campus policy. This will apply to all school buildings, out-buildings, school-owned property, parking lots and vehicles, as well as at school sponsored events held off school property.

B. Discipline Regarding No Tobacco/Vaping Policy

Failure to abide by the no-tobacco/vaping policy will subject the employee to the following disciplinary action:

First Violation:	Verbal Warning
Second Violation:	Written Warning
Third Violation:	One (1) day suspension
Fourth Violation:	Three (3) day suspension
Fifth Violation:	Additional discipline subject to a conference between Superintendent and Union President or designee prior to imposition of discipline

The Board will make available referral to a non-smoking program selected by the District or selected and paid for by the employee.

ARTICLE 51 - JOB DESCRIPTION

- A. An employee shall be furnished with a copy of his/her job description at the time he/she takes the job and/or upon request.
- B. The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- C. Prior to any change in any job description covered under this Agreement, OAPSE shall be notified of such changes anticipated and the effective date of such change. The Union President may provide input to the Superintendent; however, the ultimate decision will remain with the Superintendent.

ARTICLE 52 - DURATION

- A. This Collective Bargaining Agreement between the Bowling Green City School District Board of Education, hereinafter referred to as the Board, and Chapter Number 311 of the Ohio Association of Public School Employees (O.A.P.S.E.), hereinafter referred to as the Union, will be effective beginning 12:01 a.m. July 1, 2022.
- B. Except as otherwise provided herein, the provisions of this Agreement shall become effective as of July 1, 2022, and shall continue in full force and effect until midnight, June 30, 2024, and from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to amend or modify this Master Agreement in accordance with Article 3, Negotiations Procedure.
- C. The Board shall not, during the period of this Master Agreement, officially adopt or implement any condition of employment contrary to or inconsistent with any term or condition of said Master Agreement.
- D. The policies enacted by this Master Agreement when adopted by the Board, will supersede any rules or practices of the Board which may be contrary to or inconsistent with terms of the Master Agreement.

Signed at Bowling Green, Ohio, this 13th day of July, 2022.

Jina Beth
President of Local #311

Benj. Wagner
Local #311 Negotiating Committee

Maria' Moutte
Local #311 Negotiating Committee

Bethney Suvve
Local #311 Negotiating Committee

RC [Signature]
OAPSE Field Representative

Francis Sencic
Superintendent of Bowling Green School District

Julia A. Carr
School Board President of Bowling Green School District

Bowling Green City School District

Appendix A - CLASSIFIED EMPLOYEES PERFORMANCE REPORT

Employee: _____ Date: _____

Position: _____ Evaluator: _____

Location: _____ Status: Full-time Part-time

Check Appropriate Column

Performance Factors	Above Average	Satisfactory	Improvement Needed	Comments
1. QUALITY OF WORK: Accuracy, completeness, thoroughness, neatness				
2. KNOWLEDGE AND SKILLS: Technical skills, care of equipment, safety				
3. WORK HABITS: Organization, initiative, adaptability, alertness, perseverance				
4. RESPONSE TO PUBLIC: In person, telephone, relationship to students, cooperation with staff				
5. ATTITUDE: Disposition, interest in the work, enthusiasm, willingness to meet job requirements, accepts suggestions				
6. JUDGMENT; Soundness of decisions, common sense				
7. ATTENDANCE: Punctuality, frequency of absence				
8. PERSONAL FITNESS: - Appearance, hygiene				

COMMENTS - EVALUATOR: (For items marked *improvement needed* - state specifics and list corrective actions to be taken)

COMMENTS — EMPLOYEE

Evaluator Signature: _____ Date: _____

H.R. Administrator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

(The employee's signature indicates that he/she has read the evaluation and reviewed it with the evaluator.)

Appendix B - Advancement Schedules

Shift Differential		Hourly Increase
First Shift Custodian	Second/Third Shift Custodian	\$ 0.80

Movement Towards Higher or Lower Grade of Classification

Movement to a higher or lower grade of classification will result in an increase of 3.5% on the current rate of pay for movement to a higher grade of classification and a decrease of 3.5% on the current rate of pay for movement to a lower grade of classification. If this increase is less than Step 0 in Appendix C in the appropriate wage schedule for the position, then the employee will be placed on Step 0 on the appropriate wage schedule in Appendix C.

Appendix C - Entry Level Wage Rates

OAPSE Entry Level Wage Rates 2022-2023

Custodial Department

Experience Factor	Shift 1 Custodian	Shift 2 or 3 Custodian	Shift 1 Head Elem Cust	Shift 2 or 3 Secondary Supv	Shift 1 Head Secondary
0	15.84	16.93	17.26	17.63	18.38
1	15.99	17.11	17.46	17.84	18.55
2	16.15	17.26	17.61	17.99	18.70
3	16.41	17.55	17.90	18.29	19.02
4	16.67	17.83	18.19	18.59	19.33
5	16.94	18.12	18.49	18.89	19.65

Food Service Department

Experience Factor	Secondary School Manager	Elementary School Manager	Cashier/Worker	Monitor
0	15.90	15.02	14.13	14.13
1	16.05	15.16	14.26	14.26
2	16.20	15.31	14.41	14.41
3	16.46	15.56	14.64	14.64
4	16.73	15.80	14.87	14.87
5	16.99	16.05	15.09	15.09

Maintenance Department

Experience Factor	Worker 1 Maintenance	Worker 2 Maintenance
0	17.10	18.94
1	17.27	19.14
2	17.43	19.30
3	17.71	19.62
4	18.00	19.95
5	18.29	20.27

Transportation Department

Experience Factor	Mechanic	Mechanic's Assistant	Bus Driver Multiple Run	Bus Monitor
0	20.27	17.85	17.64	14.35
1	20.48	18.02	17.80	
2	20.64	18.16	17.96	
3	20.99	18.40	18.26	
4	21.34	18.63	18.56	
5	21.69	18.87	18.85	

Secretarial Department

Experience Factor	Secretarial	Receptionist	Part-time elem Secretary /ASP Clerk
0	17.53	15.68	16.28
1	17.69	15.82	16.43
2	17.85	15.97	16.59
3	18.14	16.23	16.86
4	18.44	16.49	17.13
5	18.74	16.75	17.40