



08/29/2023  
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23-MED-02-0142  
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**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**BEAVERCREEK CITY SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND**  
**BEAVERCREEK CLASSIFIED**  
**EMPLOYEES ASSOCIATION**  
**OEA/NEA**

***EFFECTIVE***

***July 1, 2023***

***TO***

***June 30, 2026***



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## **AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July 2023, by and between the BOARD OF EDUCATION OF THE BEAVERCREEK CITY SCHOOL DISTRICT (herein "BOARD"), and the BEAVERCREEK CLASSIFIED EMPLOYEES ASSOCIATION, affiliate of the Ohio Education Association and the National Education Association (herein "BCEA").

### **ARTICLE 1 - RECOGNITION**

#### **1.01 Bargaining Unit Defined**

The BOARD hereby recognizes the BCEA as the sole and exclusive collective bargaining representative of all employees in the following described bargaining unit:

All full-time and regular part-time non-certificated employees of the BOARD, including employees employed under a "leave fill" contract, but excluding all supervisors, all administrators, all certificated staff, the Administrative Assistants to the Superintendent, Assistant Superintendents, the Administrative Assistant to the Treasurer, Director of Business Services, Accounting and Payroll Specialists in the Office of the Treasurer, Receptionist, Copy Center Manager, Pupil Services' Office Administrative Assistants, Managers/Coordinators, Administrative Assistant to the Director of Technology, Administrative Assistant to the Director of Human Resources, Computer Technicians, and all employees employed under a substitute contract or BOARD resolution.

#### **1.02 "Employees" Defined**

The term "employees", as used in this AGREEMENT, shall refer only to the employees included in the above-described bargaining unit.

### **ARTICLE 2 - PROCEDURES FOR NEGOTIATION**

#### **2.01 Procedures Replacing Procedures in the ORC**

The BOARD and the ASSOCIATION hereby establish negotiation procedures which replace and fully negate the negotiation procedures set forth in Chapter 4117 of the Revised Code of Ohio.

#### **2.02 Negotiations Procedures**

The following procedures are established.

**A. Requests for Negotiations**

Requests to open negotiations shall be in writing and shall either be sent by certified mail, return receipt requested, or hand delivered or via E-mail to the receiving party during the time period specified in Article 41, Duration, Section 41.01. BOARD requests shall be directed to the BCEA President. BCEA requests shall be directed to the Superintendent. A "Notice to Negotiate" shall be filed by the initiating party with the State Employment Relations BOARD (SERB).

**B. Composition of Negotiating Teams**

1. The BCEA shall be composed of the ASSOCIATION officers, one (1) representative from each classification, and the OEA Labor Relations Consultant. The BOARD'S team shall be composed of representatives of their choice not to exceed the number of ASSOCIATION team members.
2. In the event of the unavoidable absence of a permanent member of either negotiations team, a substitute may be used on the appropriate negotiating team. A scheduled negotiation session may be postponed in an emergency only by mutual agreement of the Chairperson of each team.
3. Negotiations meetings shall not be open to the public unless by mutual agreement.

**C. Scope of Negotiations**

Negotiations shall be permitted on all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the AGREEMENT that is presently in effect.

**D. Negotiations Guidelines**

1. In the event either the BCEA or the BOARD serves the notice to negotiate, as required by Article 41, Section 41.01, negotiations shall commence as soon thereafter as mutually agreeable, but no later than forty-five (45) days before the expiration date of this AGREEMENT.
2. Every effort will be made by the representatives of the parties to conclude negotiations within forty-five (45) days of the day the parties exchange their initial list of issues.
3. The parties agree to utilize a problem-solving format, or a format determined by mutual agreement for conducting negotiations. All members of the negotiating teams will be trained in the principles and techniques of the process.
4. Prior to negotiations, the parties will meet and develop ground rules under which bargaining will be conducted.

5. At the first bargaining session, the parties will exchange and explain all issues presented for negotiations.
6. Once a solution has been agreed upon, the issue will be initialed indicating a tentative agreement. The issue may be reviewed at some later date if it pertains to any new issue and by mutual consent.
7. It is the goal of the negotiators to avoid caucuses; however, if they become necessary the time will be limited as much as possible.
8. If the negotiators choose to abandon the problem-solving process and return to traditional bargaining, all previous tentative agreements will be considered final.

**E. Procedures**

1. All negotiations shall be conducted exclusively between the officially designated representatives.
2. The representatives of the BCEA and the BOARD shall have the authority to "negotiate in good faith", as such term is defined in Chapter 4117 of the Ohio Revised Code.
3. On request, either team will furnish the other team with all available data relevant to the items being negotiated.
4. During the period of negotiations, interim reports of progress may be made to the employees in the bargaining unit by the BCEA representatives and to the BOARD and Professional Administrative Staff by the Superintendent or the BOARD's Negotiating Team.
5. During the period of negotiations, the BOARD and the BCEA, will, in good faith, refrain from discussing negotiation items and related information with personnel other than members of their particular group.
6. While negotiations are in progress, any releases to the news media will be approved and signed by the chairperson of each of the teams.
7. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.
8. No action to coerce, censor or penalize any negotiating participant shall be made.

## **F. Agreement – Disagreement**

### 1. Agreement

- a. When a joint final tentative agreement has been reached by both teams, acting in good faith, a copy of this tentative agreement will be prepared and submitted initially to the BCEA for ratification.
- b. If the tentative agreement is ratified by the BCEA, it will be presented to the BOARD for its approval at or before the BOARD's next regularly scheduled meeting.
- c. If the BCEA ratifies and the BOARD approves the tentative agreement, it shall be the Agreement between the parties and shall be signed and dated by all parties within thirty (30) working days.
- d. If either party shall fail to ratify/approve the tentative agreement, negotiations shall resume.
- e. A hard copy of the signed and dated complete agreement will be distributed to all members within thirty (30) days of the representatives' signatures date but no later than the first day of school.

### 2. Disagreement

Mediation - In the event of failure to reach agreement, either within forty-five (45) days after negotiations commence or at such time as an impasse in negotiations is determined to exist by either party to this Agreement, whichever shall first occur, the parties shall utilize the mediatory personnel of the Federal Mediation and Conciliation Service. In the event it is necessary to use such mediation services, the Chairpersons of each party shall jointly sign the request for the appointment of the Mediator.

## **G. Right to Strike**

After the parties have been at impasse, either at the expiration of the agreement or during interim bargaining, for at least thirty (30) days and settlement has not been reached, the BCEA shall have the right to strike upon the filing of a ten (10) day notice with SERB, as required by Section 4117.14 D.2. of the Ohio Revised Code.

## **H. Interim Bargaining**

If bargaining is required by law on any matter during the term of this AGREEMENT, the BOARD and the BCEA shall bargain on such matter(s) as required by law.

If such bargaining does not result in an agreement being reached after a reasonable period of time, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service to assist the parties in such interim bargaining.

## ARTICLE 3 - GRIEVANCE PROCEDURE

### 3.01 Definitions and Procedures

This Grievance Procedure assures all employees of a prompt, impartial and fair hearing on their grievances.

#### A. Definitions

1. Employee - As used in this Grievance Procedure shall mean either an individual or a group of employees in the bargaining unit having the same grievance.
2. Grievance - A complaint by an employee, or a group of employees, or BCEA involving an alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this AGREEMENT and BOARD policy affecting employees.
3. Days - A workday exclusive of Saturday, Sunday and official holidays, approved earned vacation days and sick leave days of the grievant.
4. Party in Interest - The lodging of any grievance shall be the right of the individual employee and the BCEA. In the event a number of employees have a grievance common to all such employees, such grievance may be submitted as a group grievance by the BCEA and shall be initiated at Level II within twenty (20) days after the alleged grievance occurs or the conditions on which the alleged grievance is based occurs.

#### B. Procedures

##### Grievance Procedure

##### *Level I - Informal*

Within ten (10) days after an alleged grievance occurs or conditions on which the alleged grievance is based occurs, an employee shall request a conference to review the alleged grievance by submission of a Level I Grievance Initiation Form (APPENDIX FORM A) to the appropriate Supervisor. This conference shall be held within five (5) days after the conference has been requested. Unless waived by the Administrator, this conference shall occur outside the employee's normal working hours at a time mutually agreeable to both parties. Both the employee and the Supervisor may be assisted at this level by a representative of the BCEA. Within five (5) days after the conference, the appropriate Supervisor shall render the oral disposition to the grievant using the level 1 - informal conference record (APPENDIX FORM B)

### ***Level II - Supervisor - Formal***

If the employee is dissatisfied with the oral disposition of the alleged grievance at Level I, and if the employee desires to institute a formal grievance and/or if the BCEA desires to initiate a group grievance, the employee or BCEA, whichever is applicable, shall, within twenty (20) days after an alleged grievance occurs or conditions on which the alleged grievance is based occur, submit the grievance in writing on a Level II Grievance Form (APPENDIX FORM C) to the appropriate Supervisor. The Level II Grievance Form shall contain a concise statement of conditions on which the grievance is based and refer specifically to the section(s) of this Agreement alleged to be violated, misinterpreted or misapplied. Additionally, the remedy or relief sought shall be clearly stated. Within five (5) days after receipt of the Level II Grievance Form, the appropriate Supervisor shall meet with the employee and the BCEA representative to formally review the alleged grievance.

Within five (5) days after the Level II meeting, the appropriate Supervisor shall give written disposition of the alleged grievance to the grievant and/to the BCEA representative on the proper form. (APPENDIX FORM C)

### ***Level III - Superintendent, or his/her Designee - Formal***

If the employee (or BCEA, in the case of a group grievance) is dissatisfied with the written disposition of the alleged grievance at Level II, the employee/BCEA shall, within five (5) days after the decision is received by the BCEA President, submit the alleged grievance on a Level III Form to the Superintendent, or his/her designee. (APPENDIX FORM D)

Within ten (10) days after receipt of the Level III Grievance Form, the Superintendent, or his/her designee and/or representative(s) shall meet with the employee, the appropriate Supervisor and/or administrator(s), and the BCEA representative(s) or designee to review the alleged grievance.

Within five (5) days after the Level III meeting, the Superintendent, or his/her designee shall give written disposition of the alleged grievance to the grievant on the proper form. (APPENDIX FORM D)

### ***Level IV - Arbitration***

If the employee is dissatisfied with the written disposition of the alleged grievance at Level III, the employee shall request the BCEA to decide whether or not to appeal the grievance to arbitration. If the BCEA determines to appeal a grievance to arbitration, the BCEA representative shall notify the Superintendent in writing within fifteen (15) days of the receipt of the Level III written disposition. After receipt of the arbitration notification, a five (5) day period will be allowed for possible consultation between the BCEA and the Superintendent or his/her designee. The BCEA may then file a request, as soon as possible, for the services



of an arbitrator with the American Arbitration Association. The parties agree to abide by the procedures, rules and regulations of the American Arbitration Association.

The BCEA, the employee(s), the Administration and the BOARD, shall be bound by the decision of the arbitrator.

The BCEA shall bear equally with the BOARD the cost of the arbitrator's services, including per diem expenses and stenographic transcript costs if the services of a stenographer are requested by the arbitrator or both parties order transcripts, and actual necessary travel and subsistence expenses.

The arbitrator shall have no power to alter, add to or subtract from the terms of this AGREEMENT and shall issue his decision on the grievance in writing. In addition, the arbitrator shall have no right to rule on any non-procedural issue involved in the negotiations for an agreement between the parties.

### **C. Miscellaneous Procedures**

1. Failure by the grievant or the BCEA, if applicable, to observe the time limits contained in the grievance procedure shall result in the loss of right to continue the grievance.
2. Failure by the BOARD to observe the time limits contained in the grievance procedure shall grant the grievant the right to proceed to the next level without prejudice.
3. Should the BOARD intentionally fail to complete the required procedure, the employee-grievant shall immediately be awarded the relief sought.
4. Upon mutual agreement between the parties, the time limits imposed in this procedure may be waived, altered, or extended where such action will assist in the solution of the grievance. Such mutual agreement shall be in written form, signed or initialed by both the grievant and the supervisor or the Superintendent, or his/her designee. An email sent and responded to by both parties, will meet the requirements of this provision.
5. All grievances filed and answers received shall be in writing beyond Level I - Informal.
6. A complete record of each grievance shall be kept which shall include all correspondence related to the grievance including dates and times of meetings and decisions rendered.
7. A copy of all written decisions at each level shall be given to the grievant, The President of BCEA, and the Grievance Committee Chairperson.

8. Grievance records shall be kept separate from the employee's personnel file and no action shall be taken against an employee for participating in the use of the grievance procedure.
9. Unless otherwise approved by the supervisor or Superintendent, or his/her designee, the processing of grievances shall not be scheduled during the regular contracted hours of the aggrieved or any classified employee involved in the particular grievance.
10. Former employees shall have no right to file a grievance after the BOARD has approved the resignation of such former employee.
11. A grievance may be withdrawn by the grievant at any level without prejudice.
12. The following item shall not be the basis for any grievance filed under this grievance procedure:

Any claim or complaint for which there is another remedial procedure forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Revised Code of Ohio.
13. Nothing in this procedure shall be construed to deny the BCEA or its representatives the right to redress before an appropriate administrative agency or through the courts. Nothing contained herein shall deprive any employee of any legal right currently possessed, provided that if the employee elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent procedure for relief under the grievance procedure.
14. The BOARD, the employee and/or the representatives of either shall not be denied the right to legal advice or counsel during the grievance procedure; provided, however, that any physical presence of legal counsel shall be limited to persons appointed by the BOARD or the BCEA through its representatives.
15. In the event an employee fails to appeal a grievance to the next step of this grievance procedure, such failure shall not constitute a precedent against the BCEA in any like or related matter in the future.
16. Any grievance involving payment of compensation that is settled or awarded in favor of the grievant shall be paid by the payroll period following the payroll period in which the settlement/award is made/received.

## ARTICLE 4 - MANAGEMENT RIGHTS

### **4.01 Management Rights**

- A. The BCEA recognizes the BOARD as the locally elected body charged with the establishment of policy of public education in the Beavercreek City School District and as the employer of all personnel of this school system under State law. The BCEA further recognizes that the BOARD has the sole responsibility for the management and control of all public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed, as provided in the Ohio Revised Code, except as limited by specific provisions of this AGREEMENT.

It is specifically agreed that the BOARD also has all management rights set forth in Section 4117.08 of the Ohio Revised Code.

- B. The BOARD has the right to enter into more than one (1) contract with an employee of the BOARD, so long as the services of such contracts do not violate any other state or federal laws, including, but not limited to FLSA rules governing number of hours worked. For the purposes of this provision, a "contract" includes "pay notices" used to state conditions of different positions held.

## ARTICLE 5 - ASSOCIATION REPRESENTATION RIGHTS

### **5.01 Exclusive Recognition**

Exclusive recognition shall entitle BCEA to the following rights:

- A. The right to receive either BCEA dues or a "fair share fee" as a condition of employment for certain employees in the bargaining unit (see Sections 5.02 and 5.03).
- B. Organizational use of a reserved bulletin board in the Main Office or Work Room in each building.
- C. Organizational use of the public-address system for brief announcements. These shall be used as outlined in school procedure.
- D. Pay Deduction of Membership Dues:
1. Payroll deduction of membership dues upon presentation of written-list to the BOARD Treasurer prior to October 1<sup>st</sup>. Said deduction shall be continuing from year to year unless written request by said employee to discontinue such deduction is received by the BCEA Treasurer. The BCEA Treasurer shall notify the BOARD Treasurer, in writing, of any withdrawal(s). The BCEA shall annually notify the

BOARD Treasurer of the dues amount for each particular school year. Dues will be deducted on an equal pro rata basis each pay period for the remainder of the contract year. Beginning the last pay period in October, payroll deduction of membership dues will start on an equalized basis and will continue for each pay period for the remainder of the contract year.

2. Payroll deduction of fair share fees in accordance with the provisions of Section 5.03.
  3. The transmittal of Union dues that have been deducted and fair share fees which have been deducted will be sent immediately to the BCEA Treasurer by the BOARD Treasurer. Included with each transmittal of monies to the BCEA Treasurer will be a list with the name of each employee from which dues were deducted and the amount of the deduction. Any employee requesting membership with payroll deduction of dues after the above date(s) will have the deductions taken starting within two (2) weeks of the day the notification from the BCEA of the dues amount was given to the BOARD Treasurer.
  4. The BOARD Treasurer will deduct the remaining annual deductions due the BCEA from an employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the work year.
  5. The BCEA agrees to indemnify and hold the BOARD, its officers, BOARD members, Superintendent, Treasurer and employees harmless against any and all claims that may arise out of or are in any way related to the deduction of dues or fair share fees pursuant to this Section.
- E. Use of school buildings for meetings as prescribed in BOARD policy.
  - F. Use of school equipment for organization publications as prescribed in BOARD policy.
  - G. Use of inter-office mail and email for organizational publications of a non-political nature.
  - H. The right to represent employees on any employment-related matter.
  - I. The right to make brief announcements at employee meetings called by the Administration.
  - J. The right to receive the agenda for each BOARD meeting and the supporting documentation furnished to BOARD members in advance of each BOARD meeting.
  - K. The right to address the BOARD at any BOARD meeting on any item on the agenda at the time members of the public are heard on such matter.
  - L. The right to receive copies of all written BOARD/Administration Policies, Rules or Regulations applicable to employees.

- M. The right to receive copies of other public records of the BOARD, the cost of which shall be as prescribed in BOARD policy.

### **5.02 Fair Share Fee/BCEA Dues Obligation**

Each employee shall be obligated as a condition of continued employment with the BOARD to pay to the BCEA either the membership dues of the BCEA (as determined by the BCEA to be payable by all employees in the same category of employment) or a fair share fee, as determined by the BCEA in accordance with the provisions of Section 5.03, for the BCEA's representation of the employee.

### **5.03 Fair Share Fee (Not in Effect for the Duration of this Agreement)**

#### **A. Payroll Deduction of Fair Share Fee**

The BOARD shall deduct from the pay of employees of the bargaining unit who are obligated to do so pursuant to the provisions of Section 5.02 but who elect not to become or to remain members of the BCEA, a fair share fee for BCEA's representation of such non-members during the term of this AGREEMENT.

#### Notification of the Amount of Fair Share Fee-

Notice of the amount of the annual fair share fee shall be transmitted by the BCEA to the Treasurer of the BOARD by September 20 of each year during the term of this AGREEMENT for the purpose of determining amounts to be payroll-deducted, and the BOARD agrees to promptly transmit all amounts deducted to the BCEA.

#### **B. All Fair Share Fee Payers.**

Payroll deduction of such annual fair share fee shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. ninety (90) days' employment in a bargaining unit position; or
2. January 15th.

#### **C. Upon Termination of Membership During the Membership Year**

The Treasurer of the BOARD shall, upon notification from BCEA that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership but not before January 15.

**D. Transmittal of Deductions**

The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

**E. Procedure for Rebate**

The BCEA represents to the BOARD that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the BCEA, along with applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

**F. Entitlement to Rebate**

Upon timely demand, non-members may apply to OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OEA.

All contracts of employment for employees hired into bargaining unit positions on or after March 1, 1997, and other employees obligated to pay a fair share fee (see Section 5.02) shall contain the following language:

"This contract of employment is subject to the Master Contract between the BOARD of Education and the ASSOCIATION, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the fair share fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the ASSOCIATION, pay to the ASSOCIATION the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the ASSOCIATION as my exclusive bargaining agent during the term of my employment by the BOARD."

**G. Indemnification/Hold Harmless Provision**

The BCEA shall indemnify and save the BOARD harmless against claims that may arise out of or by reason of actions taken or not taken by the BOARD or BCEA as a result of either party's efforts to comply with the fair share fee provision and procedures established above. The only exception to this hold harmless provision is BCEA shall not indemnify and save the BOARD harmless from such a claim if it is established via this AGREEMENT's grievance procedure that the BOARD or its agents acted in neglect or violation of the fair share fee provision and procedures established above.

#### **5.04 Delegates to OEA Representative Assembly**

The BCEA shall be entitled to send up to three (3) official delegates to the Ohio Education Association Representative Assembly, annually, without loss of pay while in attendance at such meeting. However, no more than one (1) regular employee from any job classification may attend such meeting.

#### **5.05 Communications with Employees**

Representatives of the BCEA may communicate with individual employees during the individual employee's work breaks or lunch period. The conduct of such business shall be such as not to interfere with the individual employee's contractual duties. The BCEA representative must check in with the employee's immediate Supervisor or Building Principal upon entering the building in order to identify himself and to make arrangements to communicate with a particular employee.

If such representative(s) is an employee of the BOARD on duty time, then liaison days as described in Section 5.07 below shall be used.

#### **5.06 Joint Administration-BCEA Meetings**

The Superintendent, or his/her designee shall meet with representatives of the BCEA at the request of either party to discuss matters of concern to either or both groups.

#### **5.07 Released Time**

The BOARD will grant up to fifteen (15) days per school year of released time from contractual duties for the BCEA as representative of the employees. Minimum use will be two (2) hour blocks. See attached form, APPENDIX J.

#### **5.08 Right to Belong/Not Belong to BCEA**

The BOARD and the BCEA recognize that all employees have the right to belong, or not to belong, to the BCEA and/or any organization for their improvement. Membership in any organization shall not be required as a condition of employment.

#### **5.09 Official Representatives/Officers List**

The BCEA shall present to the Superintendent, or his/her designee, a list of its official representatives and officers.

### **ARTICLE 6 - LEAVES**

#### **6.01 Bereavement Leave**

- A. Death in the Immediate Family - When a death occurs in the immediate family, a maximum of five (5) consecutive work days of Bereavement Leave, without loss of regular earnings

for regularly scheduled workdays off during this five (5) work day period, may be authorized by the employee's supervisor. Such paid leave shall not be chargeable against sick leave. "Immediate Family" is defined to include the employee's current spouse, parent, child, child's spouse, mother- or father-in-law, sister- or brother-in-law, sister, brother, step-children, step-parents, foster children, foster parents, grandparents, grandchildren, any relative who is a "dependent" of the employee, as defined by the Internal Revenue Service for Federal Tax purposes.

- B. Death of a Relative Not Included in 6.01 A. above (Death in the Immediate Family) - A leave of absence, chargeable to sick leave, shall be allowed for absence due to the death of a relative not included under the definition of "Immediate Family" as defined in Item A. above. Such leave shall be limited to two (2) consecutive work days and may be extended under unusual circumstances at the sole discretion of the employee's supervisor.

## **6.02 Jury Duty**

- A. Absence for jury duty is permissible. Any employee shall be relieved of daily assigned duties while serving as a juror with the exception noted below. After absence for such duty, either reporting or serving, employee shall return payment received for such services to the office of the Treasurer and at the next regular pay period, receive full payment of his/her regular pay from the BOARD for the day or days of excused absence for this purpose. The maximum number of "jury duty" days payable under this section in any school year is thirty (30) days. Any jury duty time off in excess of this limit shall be as unpaid leave but shall be granted as time off for the employee to serve on the jury if the employee desires to do so.
- B. Exception - If said employee's contracted work duties begin after 2:00 p.m. and said employee has served a full day on jury duty, he/she shall not be required to report to his work duty station. If said employee's contracted work duties begin after 2:00 p.m. and said employee began jury duty after 8:00 a.m. on that workday but completed said duty by 12:00 noon, he/she shall report to his/her workstation by 2:00 p.m. Said employee shall be entitled to a full day's pay as well as full payment received for jury duty service.

## **6.03 Maternity Leave/Child Care Leave**

- A. An employee who is pregnant may apply for maternity leave of absence. The employee and her doctor shall determine the date for such leave to begin and an expected return to work date.
- B. The request for such maternity leave shall be in writing and must be accompanied by a statement from the attending physician giving the: (1) physician's name and address; (2) dates consulted; (3) physician's opinion as to expected date of delivery; (4) date leave is expected to start; (5) expected return to work date; and (6) physician's opinion that employee is physically and mentally able to perform her regular duties until beginning date of leave requested.



- C. An employee (male or female) who desires to take an unpaid leave of absence to care for a newborn child or newly adopted child may apply for a child care leave of absence. Child care leave of absence must be commenced within one (1) year of the date of birth/adoption of the child. Child Care Leave may be taken by either of the adopting or natural parents (father and/or mother).
- D. The request for child care leave must contain the date the leave is to start and the expected return date.
- E. The maximum amount of leave granted for maternity/child care leave will be four (4) school calendar semesters including the semester in which the leave becomes effective and any time taken off pursuant to the provisions of Section 6.14 - Family and Medical Leave.
- F. An employee wishing to return from approved maternity leave must provide the attending physician's statement verifying that she is and will be physically and mentally able to perform her regular duties.
- G. In the event an employee returning from maternity leave is unable to perform her regular duties to the satisfaction of the administration (either prior to or following her delivery date) she may be requested to present a new more current estimate of her physical condition from her physician.

#### **6.04 Medical Leave**

- A. Medical Leave is intended to provide protection for employees having serious injury/illness conditions not covered by available sick leave, Family and Medical Leave, Workers' Compensation or other leaves available under this AGREEMENT. Serious injury/illness conditions shall be defined by the Supervisor in conjunction with the Superintendent.
- B. Unpaid Medical Leave may be granted for up to one (1) year providing employee presents a doctor's statement verifying the need for such leave.
- C. An additional unpaid medical leave of up to one (1) additional year may be granted by following the same procedure.
- D. The maximum time an employee may be on unpaid medical leave is two (2) years, including any time off taken pursuant to the provisions of Section 6.14 - Family and Medical Leave.
- E. The provisions of Section 6.17 are applicable to an employee wishing to return from approved medical leave.

#### **6.05 Military Leave**

Any employee who is required to serve a service commitment of over thirty-one (31) calendar days in any calendar year in the Armed Forces of the United States (which includes the Ohio National Guard) shall be given a leave of absence to do so for the full period of the service

commitment plus an additional thirty (30) days after completion of this service commitment. This leave of absence will be unpaid except for the initial thirty-one (31) days of such leave which shall be compensated with the compensation payable being the difference between the employee's regular compensation and the remuneration received by the employee for such military service. An employee who is required to serve a service commitment of less than thirty-one (31) calendar days in any calendar year in the Armed Forces of the United States (which includes the Ohio National Guard) shall be given a leave of absence without loss of regular earnings to do so for the full period of the service commitment, provided that the compensation payable by the BOARD shall be the difference between such employee's regular compensation and the remuneration received by the employee for such military service.

#### **6.06 Office in State or National Professional Organization**

Employees who have completed three (3) consecutive full years of service will, upon request, be granted a leave of absence (without pay) to serve in a full-time elected office in either the Ohio Education Association (OEA) or the National Education Association (NEA) for a period not to exceed two (2) school years.

#### **6.07 Limited Leave of Absence**

- A. An employee with one (1) year of continuous service under contract is eligible to request up to five (5) days of unpaid limited leave of absence in any school year. Such leave request(s) shall be submitted to the appropriate supervisor or administrator in writing (Form: APPENDIX G) no later than ten (10) calendar days prior to the beginning date of the requested leave and must specify the duration days of such leave. The BOARD will respond to the employee within ten (10) calendar days of receipt of the request.
- B. The Superintendent and/or his/her designee shall have the right to limit the number of employees permitted to take Limited Leave of Absence on any given day(s) and/or to refuse to grant permission to take such leave, if the absence of the employee(s) will seriously affect normal operations.

#### **6.08 Personal Leave**

- A. Each employee shall be authorized three (3) day's leave annually for personal use at the start of each contract year and/or when the employee first receives a contract. With the exception of transportation employees, employees may use 1/4, 1/2, 3/4 or a full day of personal leave. Transportation employees may take leave in 1/3, 1/2, 2/3, or a full day. Such leave shall be granted upon notification, subject to the following conditions:
  - 1. Personal Leave Request Form must be submitted to the employee's supervisor(s) no less than forty-eight (48) hours in advance unless circumstances make it impossible; in such event, said employee shall notify his/her supervisor(s) at the earliest possible time.
  - 2. No more than five percent (5%) of the employees supervised by the same person may be on personal leave on the same day.

3. The Superintendent or his/her designee shall be authorized to grant personal leave to employees in excess of the limit established in Subparagraph 2. above, when, in the sole and absolute discretion of the Superintendent or his/her designee, the Superintendent or his/her designee deems that the granting of such leave will not impair the effective operation of the employee's assigned building or work site. The denial of any application filed pursuant to this Section shall not be subject to the Grievance provisions of this AGREEMENT.
4. Personal Leave cannot be used for any reason covered by sick leave unless all paid leave has been exhausted.
5. Unused personal days will be paid out, at the end of the fiscal year, at the employee's current daily rate.

#### **6.09 Sick Leave**

- A. Days of absence authorized under the sick leave policy shall be deducted from the sick leave accumulation.
- B. Employees shall earn sick leave credits at the rate of one and one-fourth (1 1/4) days per calendar month of active service to a maximum of fifteen (15) days per year.
- C. Each new employee (new employee being defined as one who is serving his/her first year of public service in Ohio), shall be advanced sick leave equivalent to the amount he/she will earn in the first four months of employment.
- D. If an employee has exhausted all accumulated sick leave, if requested by the employee, the district shall advance up to five (5) days of sick leave.
- E. Previously accumulated sick leave of an employee who has been separated from another Ohio school shall be accepted at full value up to two hundred (200) workdays.
- F. Unused sick leave shall be cumulative, up to three hundred thirty (330) days during the term of this AGREEMENT.
- G. When an employee changes contract status to increase/decrease regular daily hours, no adjustment in sick leave days will be made.
- H. Sick Leave Usage

Sick leave usage may be taken in units of not less than one-fourth (1/4) the employee's normal workday rounded to the next one (1) hour unit to a maximum of the number of hours the employee is scheduled to work on the day off work, except for bus drivers who may take sick leave in units of one-third (1/3) day.

- I. Reasons acceptable for sick leave are:
1. Personal illness;
  2. Dental or medical appointments which cannot be scheduled during off-duty hours;
  3. Injury;
  4. Illness or injury of employee's current spouse or child;
  5. Up to thirty (30) days accumulative sick leave days in any given school year for illness or injury of parent and/or "loco parentis", mother- or father-in-law, sister, brother, person living in the employee's household or any relative dependent upon the employee and serious illness or injury of child's spouse, sister- or brother-in-law, step-children, step-parents, foster parents, grandparents, grandchildren with further extension if approved by the Director of Business Services and/or the Director of Human Resources;
  6. Exposure to severe contagious disease; or
  7. Disability due to pregnancy.
- J. The administration may request a doctor's statement for leaves taken due to sickness in excess of three (3) days certifying the inability of the employee due to medical conditions to perform the usual duties of his/her position and the period of time such disability is expected to continue.
- K. Employees assigned to more than one supervisor must notify each supervisor before using sick leave.
- L. Any employee who files a request for sick leave who gives a false statement to secure such sick leave shall be subject to discipline and/or dismissal.
- M. Employees shall schedule doctor's or dentist's appointments during their non-scheduled work hours except in the case of an actual emergency which requires immediate medical attention or when due to the doctor's or dentist's available hours precludes doing so.
- N. Excessive Use of Sick Leave

If the Superintendent or designee believes a pattern of excessive use of Sick Leave exists, the employee will be provided an opportunity, with representation if desired, to explain the use of sick leave. Medical or other appropriate documentation may be requested. If documentation is not provided, it may be considered a pattern of excessive use of Sick Leave and may be subject to progressive disciplinary action.

## **6.10 Perfect Attendance Incentive**

An employee who does not utilize any sick or limited leave during each of these three incentive periods:

August 1 through October 31

November 1 through February 28 or 29 if a leap year

March 1 through May 31

will receive, for each incentive period that they do not use any sick or limited leave, a one-time payment equal to one (1) day of pay at his/her daily rate. The payment will be dispersed within 45 days of the end of each incentive period.

## **6.11 Unpaid Leaves**

- A. All unpaid leaves of absence granted pursuant to other sections of this Article shall be granted for one (1) school year or less and may be extended up to one (1) additional year, provided said employee on leave requests an extension of such leave in writing to the Superintendent, or his/her designee no later than April 1. Such written request shall include the reason(s) for the extension request and the beginning and ending dates of the requested leave extension.
- B. Upon request the Superintendent may grant an unpaid leave of absence for reasons not covered under other provisions of this Agreement. Approval or disapproval of this leave is not subject to the grievance procedure.

## **6.12 Assault Leave**

- A. All cases of job-related physical threat or violence to employees by District students or their parents during work hours, or in school related activities to which he/she has been assigned, on or off school premises, shall be reported to the appropriate Principal or Supervisor immediately after occurrence. If, in the judgment of the employee and/or appropriate supervisor, the assault is sufficiently severe, the police shall be notified. A written report of all assaults on employees will be made to the Superintendent by said employee for further investigation and possible expulsion of the student. Any employee who is assaulted may be excused by the appropriate administrator to seek a physician's evaluation of his/her injuries. If the physician's evaluation of the injury due to said assault warrants that the employee have additional time off, then a maximum of thirty (30) days, not deductible from sick leave, will be granted.
- B. An employee on assault leave shall be required to file for Workers' Compensation. While on assault leave, the employee shall receive supplemental Workers' Compensation make-up pay computed on the basis of the difference between the regular compensation the employee would have earned if actively at work and the amount of Workers' Compensation the employee is eligible to receive.

### **6.13 Compulsory Leave**

- A. In all cases where an employee is subpoenaed or summoned to appear as a witness for a Grand Jury hearing or to appear as a witness in any court in cases in which the employee or a member of the employee's immediate family is not a party, the employee shall be paid the difference between the fee the employee is entitled to receive and the regular compensation the employee would have earned for the period of absence. After absence pursuant to such subpoena, the employee shall return the payment received for such attendance to the office of the Treasurer and at the next regular pay receive full payment of his/her regular pay from the BOARD for the day(s) absent for this purpose.
- B. If an employee on unpaid status is summoned to court on a work-related issue, the employee will be paid his/her hourly rate of pay.

### **6.14 Family and Medical Leave**

- A. Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.
- B. Family and Medical Leave may be taken by employees who are temporarily unable to work due to:
  - 1. birth of a child where the employee is needed to care for such newborn [newborn leave];
  - 2. placement of a child with the employee for adoption or foster care [placement leave];
  - 3. the need for the employee to care for a spouse, son, daughter or parent with a serious health condition [family care leave]; or
  - 4. serious health conditions of the employee that make the employee unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [employee disability leave].
  - 5. qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces [Military Exigency Leave].
- C. Newborn leave and placement leave may commence at any time during the one (1) year period following the date of birth or date of placement.

- D. No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) calendar month period.
- E. Where the necessity for this leave is foreseeable, the employee must give notice by requesting this leave, in writing, at least thirty (30) days prior to the onset of the leave. In those situations where the employee is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When "family care leave" or "employee disability leave" is foreseeable, based on planned medical treatment, the employee should try to schedule such planned medical treatment during non-assigned duty time.

- F. Requests for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the employee is needed to care for the family member and the estimated time needed for such care.

Requests for "employee disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the employee is unable to perform the essential functions of his/her position.

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

- G. Employees covered by the group insurance program set forth in Article 20 at the onset of a leave secured under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee, if any, is due on the first day of the month.
- H. No other employment benefits accrue during a family and medical leave. No other paid leave benefits will be paid if such occur during a family and medical leave. The length of service of an employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service.
- I. Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "employee disability leave", such are available, subject to agreement between the BOARD and the employee. However, the BOARD may require the employee to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the employee's classification. Employee's on an intermittent or reduced leave schedule will have their salaries and/or hourly pay reduced to reflect the hours or days missed due to such leave.

- J. Employees with accrued but unused sick leave days can use such paid leave first as part of any "newborn leave", "placement leave", "family care leave" and/or "employee disability leave" taken under this Policy. The determination regarding whether to use such paid leave days before taking any unpaid Family and Medical Leave pursuant to this section rests with the employee. If the employee desires to use such paid leave days, application to do so must be filed the same as in any other case of taking such paid leave.
- K. When returning from a leave under this Section, but subject to the return to work conditions set forth in Section 6.17, if applicable, the employee will be placed in the same position that he/she held before taking this leave. If the employee was transferred to accommodate an intermittent leave or reduced hours leave, the employee will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If Family and Medical Leave is taken in conjunction with maternity/child care leave, as provided for in Section 6.03 above or medical leave as provided in Section 6.04 above, the provisions of Section 6.03 or 6.04, whichever is applicable, shall govern the return-to-work conditions for the employee.

#### **6.15 Emergency Leave**

- A. The Superintendent, or his/her designee, in his/her discretion may authorize absences with or without loss of pay for other justifiable emergency reasons. The reason for such requests must be stated in writing on the Emergency Leave Form. The determination by the Superintendent or his/her designee to either grant or deny the leave request and/or to pay or not pay for the days off work on such leave under this paragraph is not subject to review or appeal under the grievance/arbitration procedures of this AGREEMENT.
- B. Emergency Leave Form should be submitted as soon as possible after the employee becomes aware that emergency leave is necessary. See APPENDIX K.

#### **6.16 Return from Leave**

Unless otherwise provided in this Article, an employee returning from an approved leave of absence granted under this AGREEMENT shall be entitled to reinstatement at the expiration of said leave to the same job held immediately prior to the leave, providing said job has not been combined or eliminated, in which case said employee will be permitted to exercise his/her seniority rights the same as if the employee had been removed from the job by layoff, as provided in Article 19, Section 19.05.

#### **6.17 Return to Work Following Sick Leave, Disability Leave or Medical Leave**

- A. An employee returning to work following a personal illness which required absence of twenty (20) or more consecutive workdays may be required to furnish the Administration with a statement from his/her attending physician certifying the employee's ability to return to active working status. In the event there are restrictions/limitations, a meeting will be held with the Administration and the employee to work out the reasonable accommodations necessary to return to active working status, as required by the Americans With Disabilities Act.



After the employee returns to active working status, the Administration may require the employee to be examined by a physician selected by the Administration for the purpose of confirming that the employee is able to work with or without restrictions/limitations. If the Administration exercises this right, the employee will be given a letter indicating the reason(s) for such determination. The Administration will not arbitrarily exercise its prerogatives under this Section.

- B. In the event the employee's physician and the physician selected by the Administration do not agree, they shall jointly refer the matter to a third physician mutually acceptable to the two physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The finding(s) of this third physician shall be binding on all concerned.
- C. During the period after the employee has been released by his/her physician to return to active working status, the employee will remain in such status pending conclusion of the process provided for in this Section; provided, however, the Superintendent, or his/her designee may, in the exercise of his/her sole discretion, place the employee on administrative leave without loss of pay during this period. An employee on such administrative leave must report for any medical examination scheduled.
- D. The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Administration and for the cost of the third physician.

### **6.18 Transitional Work Program**

The BOARD will offer a Transitional Work Program for employees injured on the job who have been released from their physician or medical provider and are medically stable, with the potential to return to their primary original work within thirty (30) calendar days. The BOARD will offer full and complete wages for eligible employees during transitional work and work within its ability to accommodate the employees' restrictions during this period. The BOARD recognizes that some employees may not be able to work their entire shift due to medical appointments or restrictions, but as long as the transitional work opportunity is progressing based on the medical provider, employee and district's common goals, and the good faith of all parties towards this end, weekly wages shall be continued at 100%. In the event an employee can no longer participate in transitional work or is no longer eligible, they still maintain any eligible benefits as determined the Bureau of Worker's Compensation. The BOARD, employee and medical provider will give each other reasonable notice in the event transitional work can no long be continued or has ended successfully.

## ARTICLE 7 - WORK WEEK

### **7.01 Work Week**

The workweek for purposes of computation of earnings will start at 12:00 A.M. each Monday and end at 12:00 Midnight the following Sunday.

### **7.02 Hours of Work**

- A. Hours of work for all regular full-time or regular part-time employees will be based on contract status, classification, position responsibilities and the work requirements of the BOARD, as determined and as assigned by the Superintendent, or his/her designee. All nine (9) month employees will be guaranteed one hundred eighty (180) days of work per school year at their normal number of daily hours to be scheduled between four (4) days prior to the first student day and one (1) day after the last student day. The 180-day guaranteed work year may be extended as determined by the Superintendent.
- B. Each employee is required to accurately report in a timely manner all regular and overtime hours worked and all unpaid time during the workday in the electronic timekeeping system provided by the BOARD.
- C. Travel time as part of the employee's assigned duties shall be work time. Travel time shall include the time necessary to conclude work at one site, actual travel to the next site, parking, checking and organization to prepare for work, as determined by the Supervisor.
- D. Lunch breaks or dinner breaks shall not be deemed work time.

## ARTICLE 8 - WAGES

### **8.01 Salary Schedules**

The wage schedules attached hereto as EXHIBIT A shall be in effect during the term of this AGREEMENT on the dates indicated.

### **8.02 Rate Per Hour**

At no time shall any employee be asked to work at any rate lower than the rate per hour specified in this AGREEMENT for the work performed. Drivers on field trips shall be paid at the applicable field trip rate.

### **8.03 BUS DRIVER FIELD TRIPS**

Regular contract bus drivers shall receive the following rate while driving for field trips.

Effective July 1, 2023	\$16.08
Effective July 1, 2024	\$16.60
Effective July 1, 2025	\$17.14

### **8.04 EXPERIENCE CREDIT**

Credit may be granted to employees hired in classifications in the bargaining unit for previous experience either: (1) earned, in an Ohio Public School; or (2) performing like work in private industry or other government/non-profit. Said experience may be granted to a maximum of three (3) years of experience (4<sup>th</sup> step) on the classified salary schedule in effect at the time of employment. Experience, as used above, means either: (1) service of a minimum of 120 days of employment per year in a public school; or (2) 1800 hours of employment per year performing like work in private industry or other government/non-profit. The number of years of experience credit to be granted shall be determined by the Superintendent. In addition, up to four (4) years of experience credit will be granted for military service during employment, as required by law.

### **8.05 STEPS**

Each step shall refer to the employee's year of employment with prior experience granted. Step 1 being applicable during the first year, and so on.

### **8.06 LONGEVITY PAY**

- A. Step 14 shall be applicable during the fourteenth, fifteenth, sixteenth, seventeenth and eighteenth year of employment by the BOARD.
- B. Step 19 shall be applicable during the nineteenth, twentieth, twenty-first, twenty-second and twenty-third years of employment by the BOARD.
- C. Step 24 shall be applicable to each year of employment commencing with the employee's twenty-fourth year of employment by the BOARD.
- D. A \$1,000 one-time stipend at the completion of 26 years, by June 30, 2023, will be paid in October of 2023 and at the completion of 26 years by June 30, 2024 will be paid in October, 2024. This language in item D. will expire on October 31, 2024.

## **ARTICLE 9 - SUNDAY, HOLIDAY AND OVERTIME PAYMENT**

### **9.01 Overtime/Compensatory/Sunday/Holiday Pay**

#### **A. Overtime**

Time and one-half (1-1/2) the employee's regular rate of pay applicable to the hours worked shall be paid to all employees for all hours worked each workweek in excess of forty (40) hours. Hours worked for purposes of calculating overtime shall include all hours during which an employee is physically present and on duty in an assigned work station and/or assigned duty and all hours off work and paid pursuant to the provisions of this AGREEMENT.

#### **B. Compensatory Time**

Subject to the limits set forth in this section, an employee may elect to either be paid or take compensatory time off for overtime hours worked. Compensatory time can be accumulated up to a maximum of eighty (80) hours during a contract year (July 1 to June 30). The maximum number of hours any employee may take off work as compensatory time off in any contract year is eighty (80) hours. Upon request compensatory time accrued will be paid out quarterly (September 1/First Pay in October; December 1/First Pay in January; March 1/First Pay in April). All compensatory time hours accumulated and not used by June 30 of any contract year will be paid to the employee.

An employee utilizing compensatory time off must provide his/her supervisor at least twenty-four (24) hours prior notice.

There shall be no duplication, pyramiding or compounding of overtime pay. Overtime pay earned for work performed on Sundays or holidays may be utilized to offset overtime payable for hours worked in excess of forty (40) hours during a given work week.

#### **C. Sunday and Holiday Pay**

Unless their normal shift is a Sunday, employees shall be paid two (2) times their regular hourly rate for all hours required to work on Sundays and shall be paid two (2) times their hourly rate plus holiday pay for hours worked on the holidays recognized in this AGREEMENT.

**ARTICLE 10 - ADMINISTRATIVE ASSISTANTS - SPECIAL WORKING  
CONDITIONS**

**10.01 Saturday Work**

Building secretaries who are requested to work on a Saturday of the last week of school for pupils will either be paid for the time worked or given equivalent time off on a day during the same week.

**10.02 Clinic Duties**

Administrative Assistants are not required to: (a) make decisions with respect to matters related to the illness of a student or injury to a student; or (b) give medicine left in the clinic. The Building Principal, nurse and/or volunteer assigned shall have primary responsibility for clinic duties.

**10.03 Emergency Situations**

In the event of an emergency situation requiring immediate action by a School Administrative Assistant, in the absence of other qualified personnel, the School Administrative Assistant is expected to act as a reasonably prudent person would act under the same or similar circumstances.

**10.04 Contract Duty Days**

The BOARD shall have the prerogative to increase the number of contract duty days for each Administrative Assistant and to determine the start date and ending date.

**ARTICLE 11 - ASSISTANTS/TECHNICIANS - SPECIAL WORKING CONDITIONS**

**11.01 Payment for Hours Worked**

- A. Assistants/Technicians are to be paid their hourly wage for hours actually worked as requested by Building Principals, in addition to their contracted number of hours as provided for in Section 11.03. If the number of regularly contracted hours is reduced, the affected Assistant/Technician (excluding Special Needs Assistants/Transportation) has the right to displace a less senior employee in the same job classification with more hours.
  
- B. If a Building Office Assistant, Monitor Assistant (lunchroom or study hall), or Teacher Assistant is directed by Administration to temporarily assume the responsibilities of an IMC Technician or Skills Lab Technician for three and one half (3.5) consecutive hours or more due to an uncovered absence of an IMC Technician or Skills Lab Technician will receive an additional seventy cents (\$.70) per hour while serving in such capacity. Administration will endeavor to rotate temporary assignments due to uncovered absences per occurrence.

- C. If a Building Office Assistant, Monitor Assistant (lunchroom or study hall), Teacher Assistant, IMC Technician or Skills Lab Technician is directed by Administration to temporarily assume the responsibilities of a Special Needs Assistant - Instructional for three and one half (3.5) consecutive hours or more due to an uncovered absence will receive an additional seventy cents (\$.70) per hour while serving in such capacity. Administration will endeavor to rotate temporary assignments due to uncovered absences per occurrence.

### **11.02 Lunch Period**

Assistants/Technicians shall have thirty (30) minutes of uninterrupted lunch period.

### **11.03 Minimum Number of Contracted Duty Days**

The BOARD shall have the prerogative to determine the number of contract duty days for each Assistant/Technician and to determine the start date and ending date; provided, however, the minimum number of contracted duty days shall be either one hundred and eighty (180) days or the number of days the employee is presently under contract for, whichever is the greater, provided the employee remains in the same job classification, job class and position.

### **11.04 Special/Additional Training**

In the event the BOARD/Administration requires any Assistant/Technician to take any special/additional training or classes, all costs associated with such requirement will be paid by the BOARD.

### **11.05 Extended Year**

All teacher assistants and Special Needs Assistants may have their year extended up to two (2) additional days, as determined by the Superintendent.

### **11.06 Emergency Situations**

In the event of an emergency situation requiring immediate action by an assistant/technician, in the absence of other qualified personnel, the assistant/technician is expected to act as a reasonably prudent person would act under the same or similar circumstances.

### **11.07 Too Many Students**

In the event that an assistant feels that he/she is being asked to supervise too many students at any one time, the assistant should bring this matter to his/her supervisor's attention. If unresolved the BCEA classification representative and the Superintendent, or his/her designee shall meet to discuss the issue.

### **11.08 Oral Suctioning**

Special Needs Assistants – Instructional who volunteer to be trained and perform oral suctioning for a specific student. The following provisions shall apply to this situation:

- A. Training will be conducted by the school nurses. The training shall be comprehensive and all necessary questions and concerns will be addressed. The assistants will be provided refresher training if they request such from the school nurses. It is understood that the assistants will be able to bring the students to the nurses if they deem it to be medically necessary.
- B. The trained assistants will not cover for the bus nurse should she be absent.
- C. The trained assistants will retain their current positions and will not be transferred to another school if a student needing oral suctioning enrolls.
- D. A \$0.50 per hour stipend will be provided to the trained assistants. This stipend will continue as long as a student is in need of said services, upon completion of training.
- E. It is agreed that this Article will deal only with oral suctioning as has been outlined by the administration and will not include additional medical delegated tasks.

**11.09 Transfer of Instructional Special Needs Assistants**

When making transfers the following procedure will be used:

- A. Volunteers will be considered first.
- B. If a volunteer is not selected to be transferred, seniority will be considered but will not be the sole criteria for determining the individual to be transferred.
- C. It shall be the sole prerogative of the superintendent and/or designee to determine which individual will be transferred.
- D. If requested, a volunteer that was not selected and the individual that has been involuntarily transferred may meet with superintendent and/or designee to discuss the reasons for the superintendent's and/or designee's decision.

**ARTICLE 12 - CUSTODIAL, GROUNDS, MAINTENANCE AND MECHANIC  
EMPLOYEES – SPECIAL CONDITIONS**

**12.01 General Provisions for Custodial, Grounds, Maintenance and Mechanic Employees**

- A. Call in pay duty schedule (employee called in for duty separate and apart from contract work hours) shall be assigned by the Supervisor on a seniority rotation basis. Employees assigned call-in pay duty shall receive two (2) hours' pay or the total hours worked, whichever is greater. Any employee on vacation leave required to work a call-in schedule by the Supervisor shall be paid time and one-half (1-1/2) for all hours worked on an emergency call-in.

**B. Overtime**

1. Overtime in all classifications shall be divided equally among all employees in that classification insofar as possible.
2. If a member of the custodial staff is absent, the absent employee's shift may be divided (minimum two (2) hours each) among other interested (voluntary) custodial workers as provided for in Article 12.02 B.
3. If a Grounds, Maintenance or Mechanic employee is absent, the absent employee's shift may be divided among other interested (voluntary) workers within the same classification. Employees working the extra time/overtime must notify supervisor prior to working the absence coverage. The supervisor has the right to direct their work.

Extra time/overtime will be offered to full-time employees first. If a full-time employee does not accept the offer of extra time/overtime and there is a qualified substitute provided to fill the position, there will be no extra time/overtime available.

**C. Uniform Service**

1. The BOARD will provide for each mechanic, maintenance and groundskeeper, a uniform service providing five (5) seasonal uniform changes per week. Such uniforms are to be worn while on duty. In each case, the vendor is selected by the BOARD. Said employees shall assume full responsibility for any costs of such uniform contract above and beyond the specified five (5) uniform changes per week provided by the BOARD.
2. The BOARD will provide for each custodian and courier a uniform shirt service providing five (5) seasonal uniform shirt changes per week. Such uniform shirts are to be worn while on duty. In each case, the vendor is selected by the BOARD. Said employees shall assume full responsibility for any costs of such uniform contract above and beyond the specified five (5) uniform changes per week provided by the BOARD.
3. The BOARD will provide, as part of the seasonal uniform service, an outerwear coat for Mechanics, Maintenance, 1<sup>st</sup> Shift Custodians, Groundskeepers, and Couriers. Outerwear replacements will be made as determined by the supervisor.

- D. Any employee required to wear protective clothing or to use protective equipment by any OSHA regulations shall be provided with such protective clothing or equipment and shall be required to use same in the performance of such work. A reimbursement of three hundred dollars (\$300) will be paid annually by the BOARD for the purchase of red wing boots/shoes.



- E. In the event the BOARD/Administration requires any employee to take any classes or receive any special training to become certified or licensed to perform any work (except boiler licensing, which is addressed in Section F), all costs associated with such requirement shall be paid by the BOARD.
- F. All employees required by the BOARD to have a boiler operator's license due to job assignment shall be paid \$200.00 per year for obtaining same. All license fees must be paid by the employee. Any employee required by the BOARD to obtain a boiler license who is required to travel outside the City of Beavercreek to take a boiler license test will also receive a travel allowance (if required to drive a personal vehicle) and a meal allowance. If the test is taken during the employee's normal work hours, the employee will not be docked for time off work traveling to and from the test site and taking the test.

## **12.02 Custodial Employees**

- A. When a person transfers from one building to another he/she loses any and all overtime privileges in the building he/she leaves.

### **B. Covering for Absent Custodians**

- 1. In securing substitute custodial employees:

#### Coverage within a building

- a. In each building two (2) overtime lists will be maintained. One (1) list will be for time and one-half. The other list will be for double time (Sunday or Holiday). The overtime lists will be in decreasing seniority (most senior is first on the list) within the classification. Overtime will be offered on a rotating basis.
- b. For custodian's absence of one (1) day or two (2) consecutive days, absence shall be covered by present regular contract custodians within the building who will work the regularly scheduled hours of the absent custodian four (4) hours shifts will be covered for four (4) hours or eight (8) hour shifts will be covered for eight (8) hours. However, any overtime available due to an employee absence or scheduled activity shall be, when possible, evenly divided in a minimum of two (2) hour increments among employees on the overtime list within a particular building.

#### District Overtime List

- c. Purpose

To establish a voluntary list, based on classification seniority, of custodians who are willing to work outside of their respective buildings.

- d. Eligibility
    - 1) Yearly open enrollment beginning July 1st and ending July 31st. Anyone hired after July 31st will be given the opportunity to be added to the list.
    - 2) Each interested custodian must submit in writing his/her desire to be on the list or his/her desire to be removed from the list. The Supervisor or his/her designee will confirm the receipt of the correspondence.
    - 3) The list will be completed/compiled by the Supervisor or his/her designee by the first day of school each year.
  - e. The Supervisor or his/her designee will call the custodians on the list, starting with the most senior custodian, on a rotating basis, to fill an absence in a building.
    - 1) The Supervisor or his/her designee will go through the list once for each qualifying absence, until a custodian on the list accepts the overtime. If all custodians on the list decline, a substitute custodian may be utilized.
    - 2) For time consideration, no answer or answering machine pickup, will constitute a "No" answer.
    - 3) Any custodian off work either on a paid or unpaid status will not be contacted.
    - 4) The Supervisor or his/her designee will keep a log of who was called, when they were called and the answer given.
  - f. The regularly contracted custodian will be given the regularly scheduled hours of the absent employee when covering an absence in another building. This does not change or supersede the hours normally offered to a contracted custodian who covers an absence within his/her own building.
  - g. Beginning the third day, the absence may be covered by a substitute or regular contracted employee, as determined by the Supervisor.
2. In the event a day custodian calls in absent after 9:00 P.M. on the day before his/her shift, any contract custodian may be utilized to cover the absence. In the event a night custodian calls in absent after 9:00 A.M. on the day of his/her shift, any contract custodian may be utilized to cover the absence.
- C. The head custodian in each building shall be responsible for all custodial staff assigned to his/her building and shall be assigned to the first shift.

D. The Supervisor shall have the prerogative to schedule custodians to work on either the first, second or third shift in order to assure proper coverage; provided, however, this shall not be interpreted to permit the involuntary transfer of any custodian employee employed as of March 1, 1994, to the third shift.

**E. Shift Hours**

1. The first shift shall be any shift that regularly commences work between 5:45 A.M. and 8:45 A.M.
2. The second shift shall be any shift that regularly commences work between 2:15 P.M. and 5:15 P.M.
3. The third shift shall be any shift that regularly commences work between 9:00 P.M. and 12:00 midnight.

**F. Shift Differential**

1. Custodian employees working on the first shift shall receive no shift differential.
2. Custodian employees working on the second shift shall receive twenty cents (\$.20) per hour shift differential add-to-pay for all hours worked on such second shift. This shift differential is not payable when working on any other shift.
3. Custodian employees assigned to work the third shift shall receive thirty-five cents (\$.35) per hour shift differential add-to-pay for all hours worked on such third shift. This shift differential is not payable when working on any other shift.
4. Shift differential payable during any workweek in which overtime pay or holiday pay is payable is included in the employee's base rate for calculation of overtime or holiday pay.
5. In the event it is necessary to involuntarily transfer a custodian to a different shift, the employee with the lowest job classification seniority will be the employee transferred.

G. Custodial employees who are regularly assigned to either the second or third shift and who are transferred on a temporary basis to the first shift shall receive vacation pay at the rate at which it was earned. Such differential shall be paid with any vacation pay period.

H. Employees assigned to clean-up work in the High School field House for varsity boys' basketball games, varsity boys' wrestling meetings, junior high school boys' basketball day or junior high school boys' wrestling day will receive a minimum of three (3) hour's pay for any clean-up work performed after the employee's regularly contracted daily hours.

- I. A second custodian may be called in to help the head custodian clean walkways of snow and ice with the approval of the supervisor.
- J. The administration will advise the instructional staff that they may not enter the building when school is out for the summer and the principal is not on duty. In the event of exigent circumstances occurring when the principal is not on duty, the instructional staff member must first obtain clearance from the Supervisor of Buildings and Grounds to enter the building.
- K. The BOARD may appoint a "Lead Custodian" for second shift at the High School. Such appointment shall be from among the second shift custodian employees and it shall be the prerogative of the Administration to determine the appointment. This custodial employee would not be a supervisor but would help facilitate and/or coordinate the various tasks involved at the High School during second shift. The second shift "Lead Custodian" shall receive twenty-five cents (\$.25) per hour additional compensation.

### **12.03 Maintenance Employees**

#### **A. Shift Differential**

- 1. Maintenance employees working on the first shift shall receive no shift differential.
  - 2. Maintenance employees working on the second shift shall receive twenty cents (\$.20) per hour shift differential add-to-pay for all hours worked on such second shift. This shift differential is not payable when working on any other shift.
  - 3. Maintenance employees assigned to work the third shift shall receive a thirty-five cent (\$.35) per hour shift differential add-to-pay for all hours worked on such third shift. This shift differential is not payable when working on any other shift.
  - 4. Shift differential payable during any workweek in which overtime pay or holiday pay is payable is included in the employee's base rate for calculation of overtime or holiday pay payable.
  - 5. In the event it is necessary to involuntarily transfer a maintenance employee to a different shift, the employee with the lowest job classification seniority will be the employee transferred.
- B. Maintenance employees who are regularly assigned to either the second or third shift and who are transferred on a temporary basis to the first shift shall receive vacation pay at the rate at which it was earned. Such differential shall be paid with any vacation pay period.
  - C. Overtime shall be divided equally among all maintenance employees insofar as possible.
  - D. Emergency (non-scheduled) overtime work for the purpose of assisting the "person on call" shall be strictly on a seniority basis.

- E. Scheduled overtime work shall be assigned on a seniority rotation basis.
- F. Maintenance Trucks and Tools
  - 1. Maintenance employees will be provided with BOARD paid tools and the use of a truck that may not be driven home.
  - 2. Effective July 1, 2009, the BOARD agrees to compensate maintenance employees hired prior to July 1, 2007 an additional twenty-four (24) cents per hour which shall continue each year thereafter.

#### **12.04 Grounds Employees**

The responsibility for supervising summer help employees rests with the supervisor for building and grounds.

#### **12.05 Mechanic Employees**

##### **A. Tool Replacement**

Mechanic employees are required to have their own tools to perform their job. Such employees will receive a five-hundred-dollar (\$500.00) tool stipend per year to cover the cost of providing and insuring such tools. The tools shall be deemed the personal property of the employee. In the event a tool breaks (as opposed to usual wear and tear) in the performance of contracted duties, the employee shall submit the broken tool to his/her Supervisor for replacement.

- B. Mechanics will not be required to transport students.
- C. Procedures regarding the use of the bus garage facility:
  - 1. Because their tools are housed at the bus garage, mechanics may use the bus garage facility to work on cars that they own outside of their regular work hours.
  - 2. Notice will be given to their immediate supervisor when they will be working on their cars in the bus garage.
  - 3. Mechanics will use their own supplies and will have receipts available, if requested.
  - 4. Mechanics will clean the bus garage, as appropriate, when work on their cars is completed.

## **ARTICLE 13 - TRANSPORTATION - SPECIAL WORKING CONDITIONS**

### **13.01 Definitions**

- A. One year of seniority - One year of active service under contract, of not less than one hundred twenty (120) days within one school year (ORC 3319.09B)
- B. Full day driver - A bus driver who begins a route both before and after 12:00 Noon daily
- C. Half-day driver - A bus driver who begins a route either before or after 12:00 Noon daily

### **13.02 Rules, Regulations and Policies**

- A. Any school bus driver accumulating over six (6) traffic violation points at any time shall be suspended, without pay, until such time as the point total is six (6) points or fewer. It shall be the responsibility of each driver to notify the Supervisor promptly of any and all traffic citations received whether during work time or off work time and whether inside the State of Ohio or outside the State of Ohio. It shall be the responsibility of each driver to promptly notify the Superintendent upon the issuance of any points for any traffic violations and/or regarding any conviction for any traffic violation.
- B. Any driver who becomes ineligible to drive a school bus pursuant to any rule of the State Department of Education or provision of the Ohio Revised Code shall be suspended, without pay, until such time as the condition which caused the ineligibility no longer exists.
- C. Any bus malfunction will result in the driver involved being paid at his/her regular hourly rate for the time above the allowable 8-minute variance.
- D. The BOARD shall pay for all scheduled driving time and necessitated layover time in driving schedule as determined by the supervisor.
- E. No bus is to leave storage earlier than twenty (20) minutes prior to the time the first student on said route is scheduled for pickup, A.M. or P.M.
- F. Mid-day absence of more than one (1) week, with prior notification, will be filled by drivers/assistants from mid-day list, before substitute drivers/assistants are asked.
- G. Driver/assistants, by seniority, will be used to cover routes when non-public schools are not in session before substitute driver/assistants are asked to cover routes.

### **13.03 Transportation Department Seniority**

Employees in the Transportation Department shall have their seniority (system or classification) calculated on the same basis as such seniority is calculated for all other employees (see Article 18, Section 18.01, 18.02, and 18.03), subject to the following additional rules:

- A. All drivers will have classification seniority in the Driver Classification regardless of the type of route driven.
- B. Seniority for Special Needs Assistants – Transportation shall be calculated on the same basis as such seniority is calculated for drivers.

**13.04 Driver and Special Needs Assistant – Transportation Selection for Routes**

- A. Classification Seniority shall be the factor used in his/her selection of route drivers.

**B. Routes**

- 1. When a route becomes open, such opening shall be filled internally in the following manner:
  - a. Posting and filling of the open route will be completed within ten (10) days of an open route becoming available
  - b. Posting the opening for a period of three (3) days
  - c. In a driver position, contract driver with greatest driver classification seniority applying shall be assigned to the route
  - d. A current seniority list shall be posted with daily hours and updated monthly
  - e. Midday runs will be posted separately
  - f. If the vacancy cannot be filled by a regular contract driver, it will be filled on the same basis as any other vacancy, as set forth in Article 19, Section 19.02.
  - g. Drivers cannot re-apply for their prior contracted route unless hours are misrepresented on new route.
  - h. Article 16.01 does not apply to open routes.
  - i. When driver/assistant is selected from the applicants, by the seniority process, the driver/assistant must either accept or deny the offered route within one (1) hour of notification of selection. If the driver/assistant does not accept or deny the route within one (1) hour after notification, the route will be offered to the next most senior applicant.
- 2. External postings for bus drivers and special needs assistants will be filled within fifteen (15) calendar days from the internal vacancy not being filled by a lateral transfer.

### **13.05 Qualifications and Duties of Route Drivers and Special Needs Assistants – Transportation**

#### **A. Qualifications**

1. Complete required State Department of Education pre-service training and basic driver training, if a driver.
2. Complete required State Department of Education school bus driver training, as supplemented, for the transportation of Special Needs pupils, if employed as driver of a Special Needs route.
3. Be current and qualified in the administration of CPR.
4. Be current in attendance at all required in-service training for the transportation of Special Needs students.
5. Physically capable of handling students in wheelchairs.
6. Physically capable of handling student by lifting and/or carrying.

#### **B. Duties**

1. As outlined by the BOARD, the State of Ohio and the Administration.
2. Assist Special Needs students in loading and unloading from the transporting vehicle.

- C. Drivers and Special Needs Assistants, after selection of special needs bus routes, shall retain routes until such time as there is sufficient documentation for concern by the Supervisor and/or employees.

Exception: A Special Needs route driver may be bumped by other qualified (see Paragraph A above) more senior drivers only during the layoff procedure as outlined in Article 19.

### **13.06 Medical**

- A. The BOARD shall provide for an annual physical examination for bus drivers that conforms with regulations adopted by the State BOARD of Education to determine the physical fitness of such driver for employment as a bus driver. All bus drivers must submit the required physical examination forms to the Transportation Office by July 10th of each year. Failure to do so by the school bus driver will result in the driver becoming ineligible to select a route for the next school year. After getting the approved physical, the driver may make application for any open route after the application process is complete for the present school year.



- B. The BOARD will make provision for all health examinations required by the BOARD or by State Law. Such provision will be made for examinations by a physician or physicians selected by the BOARD. If the BOARD fails to make provision for such an examination, it shall pay the reasonable cost of the examination secured by the bus driver. If the BOARD makes provision for the examination, but the employee elects to have the examination by a physician of his/her choice, the employee shall be responsible for the full cost of such examination.

### **13.07 Time and Route Schedules**

#### **A. Route and Bus Selection**

1. Routes will be initially established by the transportation supervisor and be modified and/or changed as the needs of the school district dictate.
2. All routes with estimated daily times will be available for Drivers/Assistants to look over prior to choosing routes.
3. For insurance purposes employees will be guaranteed their time from route pick day, times will be reevaluated on the first workday of September and employee will be provided the greater of the two.
4. Drivers/Assistants, using classification seniority, will begin route selection by appointment set by the Supervisor. Route selection will occur within fifteen (15) calendar days of the first day for students in the Beavercreek City School District.
  - a. Drivers/Assistants, by seniority will choose their routes.
  - b. At least two (2) weeks prior to the route and bus selection day, ASSOCIATION representatives and the administration will meet to review bus routes and bus groupings.
  - c. Buses will be grouped by section based on mileage, capacity and other relevant criteria. Drivers/Assistants will select buses within these groups based on seniority.
  - d. Every Driver must drive his/her route prior to school starting in his/her bus and on the clock.
  - e. Special Need drivers get paid a minimum of two (2) hours to talk to parents prior to the start of school.
5. A Driver/Assistant who is absent from the in-service meeting must contact the Transportation office for selection of route. If no contact is made, the Driver/Assistant shall be assigned any available route by the Transportation Supervisor per seniority.

6. The Supervisor shall make a five (5) day study of all route schedule times during September for the purpose of establishing average times for each route for pay purposes. Additional route studies will be conducted throughout the year as deemed necessary by the Supervisor. A.M., P.M. and Noon daily driving hours assigned to an employee shall be used in computing said employee's total daily route schedule. All assigned time, exclusive of Kindergarten/OWA route time, shall constitute daily hours.
7. On or before October 15<sup>th</sup>, all routes which have increased thirty (30) minutes or more will be posted for three (3) days with the exception of Special Needs routes. Drivers may select from open routes by classification seniority.
8. Mid-day runs will be posted separately.
9. Shuttles are to be given out by classification seniority per availability and are not to allow employees to be contracted over forty (40) hours a week.
  - a. The definition of a "shuttle" will include transportation of students who are homeless or displaced, special needs students' co-curricular activities, and other students' co-curricular activities such as work/study programs. A field trip is not a "shuttle."
  - b. Shuttle hours will count toward all paid leave and insurance.
  - c. All shuttles will be posted with the exception of ones for homeless or displaced students.
10. If a driver/assistant is required to report to work, a minimum of one (1) hour of guaranteed time at the driver/assistant's regular hourly rate will be paid. If this time is during BCS's scheduled spring break the driver/assistant will receive a minimum of two (2) hours of guaranteed time at the driver/assistant's regular hourly rate.

**B. Posting of Open Routes**

1. After the selection process is complete, when an increase in route time occurs for a route, it shall be filled in the following manner:
  - a. Posting the opening for a period of three (3) days;
  - b. In a driver position, the contract driver with the greatest classification seniority applying shall be assigned to the route;
  - c. Current seniority list shall be posted with daily hours and updated monthly;
  - d. If the vacancy cannot be filled by a regular contract driver, it will be filled on the same basis as any other vacancy, as set forth in Article 19, Section 19.02

- C. Increase in Time After October 15<sup>th</sup> (Exception - Special Needs routes will be increased by seniority per availability)
1. After the selection process is complete, when an increase in route time of fifteen (15) more minutes of paid time occurs for a route, it shall be filled in the following manner:
    - a. Posting the opening for a period of three (3) days;
    - b. In a driver position, the contract driver with the greatest classification seniority applying shall be assigned to the route;
    - c. Current seniority list shall be posted with daily hours and updated monthly;
    - d. If the vacancy cannot be filled by a regular contract driver, it will be filled on the same basis as any other vacancy, as set forth in Article 19, Section 19.02.

### **13.08 Field Trips**

- A. All references to "driver" in this section also apply to "special needs assistants-transportation". Driver assignments for field trips shall be by seniority from the following availability lists indicating the date the driver has signed as to his/her availability. Availability times and lists shall be:

List 1 School Day during school hours 6:00 A.M. to 4:00 P.M.

1. With exception of contracted mid-day position.

List 2 Early P.M. (4:00 P.M. or before and ends before 11:00 P.M.)

List 3 Late P.M. or weekends (4:01 P.M. or after) includes those days when the Beavercreek Schools are not in session (holidays and Winter, Spring and Summer breaks) and field trips within the legal mileage limit using BOARD vehicles.

- B. All references to "driver" in this section also apply to "special needs assistants – transportation". Driver assignments for special needs field trips shall be by seniority from the following availability lists indicating the date the driver has signed as to his/her availability. Availability times and lists shall be:

List 1 School Day during school hours 6:00 A.M. to 4:00 P.M.

1. With exception of contracted mid-day position.

List 2 Late P.M. or weekends (4:01 P.M. or after) includes those days when the Beavercreek Schools are not in session (holidays and Winter, Spring and Summer breaks) and field trips within the legal mileage limit using BOARD vehicles.

- C. A driver's name may be on one or more of these availability lists. Field trip requests shall be placed in one of the above categories, and the drivers will be selected from the appropriate category list for that trip. If a driver refuses a field trip, he/she shall not be eligible again until all drivers listed on the availability list, by seniority, have been asked once. Once a trip list is posted on Thursday, any add-ons will not be subject to the refusal policy. The following Thursday posting begins with the next person in rotation from the previous Thursday posting. If a driver refuses six (6) field trips in a school year, on the 7th refusal his/her name shall be removed from that availability list for the balance of the school year. A written refusal from the driver shall be submitted. Exclusive of refusals, regular drivers on field trip Lists 2 and 3, shall be permitted to designate up to a maximum of five (5) unavailability requests per school year. Such requests for unavailability shall be in writing to the Transportation Office no later than 12:00 Noon Wednesday preceding the Thursday posting. The letter shall be for the day(s) of that posting.
- D. A driver having signed as to his/her availability for more than one field trip list and being selected on one or more lists on a given day, his/her selection of one field trip will not constitute a refusal on the list not accepted by the driver.
- E. If a driver wishes to have his/her name removed from any of the field trip availability lists, it must be for the remainder of the current semester. Drivers removing their names from the field trip availability list during the first semester may at any time in the second semester have their name reinstated at the driver's request. All requests shall be made in writing to the Supervisor.
- F. A driver eligible for a field trip that cannot start and/or complete a field trip without interference with regular assigned routes shall have the option of field trip or route unless the supervisor cannot cover the contracted route. A driver must notify the transportation office two (2) working days prior to the date of the field trip of unavailability because of route interference. This shall not be considered a refusal but shall be passed over on field trip availability seniority list. If the driver does not notify transportation of his/her unavailability at least two (2) working days prior to the date of the field trip, this shall be considered a refusal.
- G. Posting of a field trip shall include the following information: Driver, Destination, Starting Time and Date. The driver shall make a confirmation with the Transportation Office by initialing each trip on the field trip list no later than two (2) working days prior to the date of a field trip. Failure to do so shall be considered automatic refusal and will count as a refusal for that list. The only exception to the two (2) working day rule will be if the employee is on leave on the posting day of Thursday or Friday and has a trip on Monday. The driver assigned to a field trip of under three (3) hours anytime during said driver's contracted hours, shall receive no more than one (1) hour's differential pay between the said driver's contracted hourly pay rate and the current field trip hours pay rate. No difference shall be paid for field trips of three (3) hours or more duration of which part or all falls during said driver's contracted hours.

- H. Trading of field trips is not permissible. Anyone trading field trips will have their name removed from all field trip lists for the remainder of the school year.
- I. Drivers not showing up at the time of the field trip shall lose that trip and the next trip in their rotation. A second offense will cause them to be removed from that list for the remainder of the semester. Third offense will be cause to remove name from that list for remainder of school year (Exception to this regulation shall be in the event of a bus breakdown on said driver's regular route.)
- J. If a driver's name is inadvertently left off the field trip seniority rotation list, that driver will be put at the top of the next weeks posting. Then the rotation will continue. When the mistake is noticed, the supervisor will attempt to rectify the problem.
- K. Field trip cancellation or field trip bus cancellation by the requesting party shall not be counted as a refusal against a driver. The driver will be eligible at the top for the next Thursday posting on that list unless the trip was compensated.
- L. If no driver is available from the appropriate posted field trip list (Article 13, 13.08 A.) the Supervisor of Transportation shall post said field trip for any contract driver to accept, then if contract driver does not accept before 48 hours of a trip a substitute driver may accept.
- M. A driver who is assigned to a field trip which is cancelled shall be paid the greater of one-half (1/2) the scheduled duration or one-half (1/2) the actual duration, whichever is appropriate or two (2) hours at the regular field trip rate unless notified of such cancellation forty-eight (48) hours prior to the time the cancelled assignment is scheduled to start. This section does not apply to athletic field trips or to any trip scheduled on a day(s) when school is cancelled due to weather or other act of God/nature, which shall not be compensated if cancelled.
- N. School day field trips will be minimum of two (2) hours, if a driver shows up and the trip is cancelled due to weather.
- O. A driver showing up for a non-school day trip that has been cancelled without the driver's knowledge of said cancellation shall be paid two (2) hours if cancelled due to weather.

### **13.09 Obtaining Licenses Required**

Employees must obtain and maintain all licenses required by the State of Ohio or the Federal Government for their position. In addition, all drivers must comply with all State and Federal regulations applicable to their positions. The BOARD will reimburse employees for the cost of Commercial Driver's License renewal for each driver. Reimbursement will be made within thirty (30) days of appropriate and approved documentation received by the Treasurer's office.

### **13.10 In Service**

The Supervisor of Transportation shall have the right to schedule and require attendance at in-service and/or advanced drivers training sessions. Employees required to be in attendance at such sessions shall be paid at their regular hourly rate while in attendance at such sessions.

### **13.11 Supplemental Route**

A Driver and/or Special Needs Assistant employed during the summer break will be issued a supplemental route to perform such work.

### **13.12 Transporting Non-Public School Students**

Drivers/assistants who transport non-public and out of district school students during Beaver Creek City Schools break periods may have their runs covered without pay with the supervisor's permission.

### **13.13 On Board Bus Trainer**

- A. The position of "On Board Bus Trainer" will be incorporated into the Transportation Classification of the Agreement and will be compensated at the same level as a bus driver. Trainer hours worked will be in addition to the assigned bus route. The combined total number of work hours will determine the insurance benefit level as outlined in the Agreement.
- B. A minimum of ten (10) hours per week will be assigned to an OBI during weeks containing more than three (3) BCS calendar workdays for drivers. Additional hours may be assigned as needed by the supervisor and will be documented by the OBI with the number of hours worked per day. An OBI cannot go into overtime status unless approved by a supervisor.
- C. OBIs will be charged a full day leave of absence (LOA) whenever they utilize an LOA that includes the time of their scheduled route.
- D. A LOA for a portion of a day will be handled in the same manner and OBI hours will be covered (paid) with the LOA as referenced in 6.09 H.
- E. Calamity Day and Holiday Pay will include two (2.0) hours per day for OBI responsibilities and also include their current bus driver contracted route time, this cannot be greater than eight (8.0) hours per day.

### **13.14 Radios and their use by Drivers on School Buses**

- A. Radios that are permanently installed may be used on school buses while students are on board under the following conditions:
  - 1. All speakers will be placed no closer than six feet behind the driver.
  - 2. Volume will be kept at a medium level in order for verbal instructions to be heard.

- B. Hand held radios, tape players, headsets or small television sets will not be used or be seen in evidence when students are aboard the vehicle during regular routes or while in transit during a field trip. All such media must be stowed in a canvas bag or similar container and placed in storage.
- C. Hand held radios, tape players, headsets or small television sets may be used by the driver while on field trips when these conditions are followed:
  - 1. The vehicle is not moving.
  - 2. No preparation is being made to transport students.
  - 3. The bus is not in transit.

### **13.15 Emergency Need for Bus Drivers**

If an emergency situation arises that results in the district not being able to cover bus routes to transport students to and from school that might result in a school delay situation or egregious drop off delay, the parties agree to utilize the following procedure:

- A. The transportation supervisor will first attempt to cover the route under the normal procedures using internal active bus drivers.
- B. If this does not solve the emergency situation the district may request that employees who are currently working in a different classification who are properly trained and hold the appropriate state and locally required license/certification volunteer to drive.
- C. Employees who volunteer will be paid at the rate of pay as follows:
  - 1. Previously contracted drivers will be placed at the same rate they would have received if they had continued driving for the DISTRICT.
  - 2. Volunteers whose current contracted rate of pay is less than a driver rate of pay will be placed on the step of the Transportation driver salary schedule which provides at least thirty-five cents (\$.35) per hour increase in pay; or the top rate of the Transportation driver salary schedule, whichever is less.
  - 3. Volunteers whose current contracted rate of pay is more than the highest driver rate of pay will receive their current rate of pay.

All volunteers will be eligible for overtime if the total number of hours worked during a week is in excess of forty (40) hours.

- D. Volunteers will be offered this work on a district seniority rotation basis to the extent possible. It shall be the sole discretion of the Supervisor or designee to determine the

amount of time needed for confirmation by the initially contacted employee before contacting the next person due to the emergency circumstances.

### **13.16 Notification of Scheduled Events**

Drivers and assistants will receive notification of the dates for in-service, route selection, summer meetings, and physicals for the next contract year no later than April 1.

### **13.17 Calamity Days**

If a driver or assistant reports to work at the transportation department and the school district subsequently cancels school, the driver and/or assistant will be paid one (1) hour of his/her regular hourly rate of pay in addition to the regularly contracted hours. However, if the driver and/or assistant remains at the transportation center for the entire two (2) hours of the delay, the driver and/or assistant will be paid for the two (2) hours at his/her regularly hourly rate of pay in addition to the regular contracted hours.

### **13.18 Reporting when Regular Routes not Scheduled**

Transportation Drivers and Special Needs Assistants including those with preschool routes must be present during their regular daily scheduled hours within the Beavercreek City Schools' 180-day employee calendar and any additional school days for their non-public and out of district routes, except as otherwise provided in Article 13.12, or must take leave in accordance with Article 6 of the Negotiated Agreement.

The transportation supervisor may assign transportation Drivers and Special Needs Assistants to alternate routes or other transportation-related job duties, as needed, during the scheduled hours when the employee's regular route(s) are not scheduled to run. The transportation supervisor has the flexibility to extend time with pay, up to fifteen (15) minutes beyond the employee's scheduled time when necessary to complete the assigned route(s) or job duties.

## **ARTICLE 14 - STUDENT NUTRITION EMPLOYEES SPECIAL CONDITIONS**

### **14.01 Lunchtime**

Lunchtime shall not be included as part of a Student Nutrition employee's contracted scheduled hours. Student Nutrition employees shall be provided a lunch from the scheduled menu or leftover cooked ala carte items at no charge. Lunch will not be eaten during scheduled duty hours.

### **14.02 Non-School Sponsored Activities**

Student Nutrition employees will not be required to prepare food or beverages for non-school sponsored activities which occur outside the student day during their regular working hours.



### **14.03 Temporary Duties of Student Nutrition Employee**

- A. If a Student Nutrition employee is required to temporarily assume the responsibilities of a Student Nutrition Manager due to the absence of the Manager for a full day, said employee shall receive an additional thirty-five (\$.35) per hour while serving in such capacity. This temporary assignment shall be offered to the assistant manager at that building. Buildings with multiple assistant managers will be rotated between assistant managers on a seniority basis. Assignments due to absences will be rotated per occurrence, not daily. If no assistant manager is assigned to that building, the Supervisor of Student Nutrition will select someone to fulfill these duties on a temporary basis.
- B. Employees who are temporarily and voluntarily assigned to a Student Nutrition Assistant Manager position by the Administration shall receive no change in rate until they have worked in the new position for ten (10) continuous workdays. Upon the eleventh (11th) day, an additional twenty cents (\$.20) per hour shall apply and be retroactively applied to days one (1) through ten (10) and as long as the employee continues to work in this capacity. Any employee temporarily and voluntarily assigned under this paragraph shall receive the daily rate for the temporary position for paid absence pay purposes (i.e. - sick leave, personal day, holidays).

### **14.04 Professional Organization Membership**

- A. Attendance at School Nutrition Association (SNA) workshops with the objective to receive SNA Continuing Education Units is encouraged but is on a voluntary basis only. Satisfactory completion of SNA workshops shall be one of the factors considered when evaluating Student Nutrition employees for promotion.
- B. All time in attendance at, but not travel time to and from, a required workshop shall be compensated.
- C. Student Nutrition Association of Ohio membership and certification fees will be reimbursed annually upon submission of appropriate documentation i.e., SNA validation of certification by June 1. Reimbursement will be contingent upon evidence of a minimum of Level 1 certification (Six (6) CEUs as an hourly/Ten (10) CEUs as a manager excluding assigned hours from Public Schoolworks) for those who desire membership and guarantee active involvement in the association.

### **14.05 Temporary Assignment**

Employees temporarily assigned by the student nutrition supervisor to more than normal or usual hours per day shall receive, for paid absence pay purposes (sick leave, personal day, holidays), for paid absence days occurring during the period of the temporary assignment, a daily rate equal to the daily hours scheduled after the fifth (5th) consecutive day of such temporary assignment multiplied by their regular hourly rate. Any days when not needed at Beaver Creek High School, the student nutrition supervisor may reassign the 2.5 and 3.5 hourly student nutrition positions at Beaver Creek High School to another building to cover an absence or complete other Student Nutrition related duties.

#### **14.06 Appropriate Clothing**

Student Nutrition employees are required to dress appropriately, conforming to both the dress code of the building in which they work and the regulations of the county health department. The BOARD will provide five (5) shirts to wear with employee provided khaki-colored pants or appropriate length shorts. Replacements of provided shirts will be made as determined by the supervisor. Closed-toe, rubber-soled shoes are required for safety.

The expectation is that staff will dress in a manner that reflects that this district's operation has earned the District of Excellence in Child Nutrition distinction and that the staff is well trained and professional in actions and appearance as outlined in the Child Nutrition employee handbook.

#### **14.07 Extra Hours**

- A. A voluntary list, based upon classification seniority, of student nutrition employees who are willing to work extra hours will be established and implemented using the following eligibility process:
  - 1. Yearly open enrollment beginning the first employee workday and ending thirty (30) days later. Anyone hired after this date will be given the opportunity to be added to the list.
  - 2. Each interested Student Nutrition employee must submit in writing his/her desire to be on any list or his/her desire to be removed from any list. The supervisor or his/her designee will confirm receipt of correspondence.
  - 3. The list(s) will be completed/compiled by the supervisor or his/her designee no later than thirty-five (35) days after the first employee workday each year.
- B. All extra hours of work for Student Nutrition employees due to an absence in one particular kitchen shall be offered on a seniority rotating basis to all working Student Nutrition employees in said building who requests, in writing, to be considered for such extra hours.
- C. All extra hours of work for Student Nutrition employees, outside the school day, due to special events in one particular kitchen shall be offered on a seniority rotating basis to all working Student Nutrition employees in said building who requests, in writing, to be considered for such extra hours. If the extra hours are not filled from the said building, the Student Nutrition Supervisor will compile a list of all Student Nutrition employees interested in extra hours and will be offered on a seniority rotating basis to all working Student Nutrition employees who request, in writing, to be considered for such extra hours.
- D. When the amount of time assigned to a particular position is increased by thirty (30) minutes per day or more during the school year, and the increase continues for five (5) days, employees will be assigned the extra time on a rotating basis per 14.07 above.
- E. If the time increase is to be effective for over thirty (30) days, then the revised position will be posted and filled by lateral transfer of the most senior, eligible applicant. If the employee holding the position at the time of posting is not the most senior applicant, this

employee may apply for any other position that is vacated by this action or any subsequent action. The procedures for lateral transfers will be used to fill all vacancies created as a result of any such increased time position.

- F. USDA Professional Standards for all school nutrition program employees must meet Federal Guidelines for food service training. Beaver Creek City Schools Student Nutrition department staff may be assigned additional hours to meet the regulation.

#### **14.08 Workdays**

- A. Maintain positions at 180 days which includes up to three (3) days for professional development (cross training within SN).
- B. When either the 2.5 or 3.5 hourly Student Nutrition position at Beaver Creek High School becomes vacant, these two (2) hourly positions will be set and posted at 170 days.
- C. Allow for two (2) hourly positions to be set and posted at 170 days.

### **ARTICLE 15 - TRANSFER SALARY STEP**

#### **15.01 Promotion**

A promotion, for pay purposes, is considered to be a movement to a higher-numbered position within a classification, where the same step number as the step number currently held pays a higher hourly rate; or a movement to another classification, where the same step number as the step number currently held pays a higher hourly rate. When so promoted, the employee will be placed on the step within the new position which provides at least thirty-five cents (\$.35) per hour increase in pay; or the top rate of the new job class, whichever is less.

#### **15.02 Voluntary Transfer**

- A. Employees voluntarily transferring from a higher number position to a lower number position in the same classification shall receive the same number of years' experience credit on the new lower number position as earned on the higher.
- B. Employees voluntarily transferring from one position, in one classification, to a position in another classification, where the hourly rate for the same step in the new position/classification is lower than the rate for that step in the old position/classification, will be placed up to the third (3rd) step of the new position/classification, depending on experience and knowledge, regardless of any difference in hourly rate.

#### **15.03 Involuntary Transfer**

- A. When involuntarily transferred to another position inside the same classification, the employee shall be placed on the salary step in the new position that provides the least increase in hourly rate or the least reduction in the hourly rate.

- B. If the involuntary transfer requires a change in classification, the affected employee shall be placed in the position and at the salary step in the new classification that provides the least increase in pay or the least reduction in hourly rate.

#### **15.04 Temporary Transfer to Higher Rated Position**

Employees who are temporarily transferred to a higher rated position and/or classification by the Administration shall receive no change in position or rate until they have worked in the new position and/or classification for ten (10) continuous workdays.

An employee who is temporarily transferred for over ten (10) continuous workdays shall have his/her rate determined in accordance with:

- A. Section 15.03 above if the transfer is as a result of an involuntary transfer; or
- B. Section 15.02 above if the transfer is as a result of a voluntary transfer. Provided, however, for temporary transfers to higher rated positions of over ten (10) continuous workdays the change in rate shall be retroactive to the first day in the new position.

#### **15.05 Temporary Transfer to Lower Rated Position**

Employees who are temporarily transferred to a lower rated position and/or classification by the Administration shall receive no change in rate or position while so temporarily transferred.

### **ARTICLE 16 - TEMPORARY FILLING OF VACANCY**

#### **16.01 Filling of Vacancy**

Any vacancy created by resignation, discharge, retirement, transfer or death during the school year (after July) may be filled by the Administration for a period not to exceed thirty (30) calendar days, whereupon the vacancy will be posted for claim or abolished. Any vacancy created by a leave of absence may be filled by the Administration either with an employee on a "leave fill" basis or with an employee temporarily transferred to the position or a combination thereof. Employees temporarily transferred because of this provision shall retain their classification seniority in their former classification and shall not acquire seniority in the classification to which he/she is transferred.

#### **16.02 Vacancy Filled by Substitute Employee**

Vacancies occurring after April 1 of each school year may be filled by a substitute employee for the remainder of the school year or posted as shown above. If the vacancy is filled by a substitute, the position will be either posted for claim July 1 or abolished.

## **ARTICLE 17 - ASSUMING SUPERVISOR RESPONSIBILITY**

### **17.01 Acting Supervisor**

An employee who is temporarily designated as acting supervisor in the absence of the Supervisor shall:

- A. Remain an employee in the bargaining unit during the period of such assignment for seniority purposes;
- B. Receive no change in pay during the first ten (10) continuous workdays in such acting supervisor assignment; and
- C. Receive an adjustment in pay commensurate with the additional duties, as determined by the Superintendent and/or his/her designee for each hour worked in the acting supervisor assignment retroactive to the first hour worked if the employee works in such acting supervisor assignment for over ten (10) continuous workdays.

### **17.02 Time Limitations on Time Serving as Acting Supervisor**

No employee shall serve as an acting supervisor for more than thirty (30) workdays in any calendar year.

## **ARTICLE 18 - SENIORITY**

### **18.01 Probationary Period**

There shall be a probationary period of up to ninety (90) calendar days to allow the BOARD to determine the fitness and adaptability of any new employee it may hire to do the work required and/or, if necessary, to make the necessary background check, including fingerprint checks. During this time the employee shall have no permanent employment rights, nor will the BOARD's determination with respect to such employee's qualifications or the discharge of such employee be the subject of a dispute between either the BCEA and the BOARD or the employee and the BOARD which is recognizable for any purpose under this AGREEMENT or appealable through the grievance/arbitration provisions of this AGREEMENT. Employees who have acquired permanent employment rights, who transfer to a new position, shall not be required to serve a new probationary period in the new position.

### **18.02 System Seniority**

"System seniority" is defined as the length of an employee's continuous service with BOARD from the beginning date of the most recent date of employment on a regular contract. Employees retained beyond their ninety (90) calendar day probationary period shall have their system seniority rights computed thereafter, retroactive back to their date of hire.

### **18.03 Classification Seniority**

- A. Classification seniority is defined as the length of an employee's continuous service from the employee's most recent entry date into a classification under a regular contract. Employees temporarily transferred to a classification shall acquire no seniority rights in the classification; provided, however, if the employee is permanently transferred to such classification, classification seniority will be retroactive to the latest date of temporary transfer to the classification.
- B. An employee who is under a regular (as opposed to a substitute) contract to perform duties in more than one classification (e.g., Food Service and Transportation) shall acquire classification seniority rights in each classification.

### **18.04 Substitutes**

Individuals employed as "substitutes" pursuant to BOARD resolution shall acquire no seniority (system or classification) rights while employed on such basis. In the event such individuals are subsequently employed on a regular contract, their seniority rights will commence in accordance with Sections 18.02 and 18.03 above.

### **18.05 "Leave Fill" Contract Employees**

- A. "Leave fill" contract is a contract issued to an individual for a position that is currently filled by an employee on a paid or unpaid leave of absence of over thirty (30) calendar days. An individual with a "leave fill" contract will understand that the contract will last only until the employee who he/she is replacing returns from leave.
- B. A "leave fill" contract will be for no more than twenty-four (24) calendar months or the duration of the leave of the employee, whichever is the lesser period of time. At the end of the leave of the employee, if the regular employee does not return, the position will be filled according to Article 19, Section 19.02.
- C. If, within ninety (90) calendar days of the end of his/her leave fill contract, the individual is hired on a regular contract for a position within the same position and classification, he/she will receive seniority (classification and system) retroactive to the latest date of employment on the "leave fill" contract. During the term of such contract, the employee will be a member of the bargaining unit and enjoy all rights and privileges of this Agreement unless otherwise specified.
- D. A "leave fill" contract will not be issued to an employee replacing an employee on SERS disability retirement.

### **18.06 Employees with Same Seniority Date**

If two (2) or more employees have the same seniority date (system or classification) and it becomes necessary to resolve this tie, seniority priority shall be determined, first, by length of service beginning with the date of the first day of work as a contracted employee. Then if there is still a

tie, the first date of substitute work in the District shall prevail. If still tied, the date of application for the position shall prevail. If still tied, the names of the employees will be drawn by the Superintendent or his/her designee, with the BCEA President in attendance as a witness. Relative seniority will be determined by the order drawn, with the first drawn being most senior.

### **18.07 Seniority Accrual**

- A. No adjustment in an employee's seniority (system or classification) date will be made for time off the active working payroll:
  - 1. While on any type of compensated (full or partial) leave of absence;
  - 2. While on a leave of absence granted due to a work connected injury or illness received in the course of employment with the BOARD for which the employee is determined to be eligible to receive Workers Compensation;
  - 3. During the Summer break period when school is not in regular session for employees not normally under contract to work such period;
  - 4. While on a leave of absence to fulfill a required service commitment in the Armed Forces; and
  - 5. While on disability retirement during the initial five (5) years of such disability retirement, provided the employee returns to work before the expiration of such five (5) year period.
- B. Employees who are on inactive pay status for sixty (60) or more continuous calendar days for any other reason than the reasons set forth in (A) above shall have their seniority date (classification and system) adjusted to reflect the calendar days off work.

### **18.08 Termination of Seniority**

- A. System seniority shall be deemed broken and terminated when an employee:
  - 1. Resigns or is terminated;
  - 2. Retires;
  - 3. Fails to return to active working status at the expiration of any leave granted under this AGREEMENT, which failure to return shall be deemed a resignation.
- B. Classification seniority shall be deemed broken and terminated when the employee:
  - 1. Has lost system seniority;
  - 2. Is no longer employed under a regular contract in the classification.

## **18.09 Seniority List**

### **A. System Seniority**

Each employee's name will be listed in order of such employee's system seniority date determined in accordance with the preceding sections of this Article by listing the employee with the earliest seniority date first and thereafter listing employees in descending order.

### **B. Classification Seniority**

Each employee's name will be listed in order of such employee's classification seniority (in each classification in which the employee holds classification seniority), as determined in accordance with the preceding sections of this Article, by listing the employee with the earliest seniority date first and thereafter listing employees in descending order.

### **C. Posting**

Seniority lists shall be prepared by the Administration within forty-five (45) calendar days after the effective date of this AGREEMENT and thereafter no later than November 1st of each school year. Such seniority lists shall be posted for ten (10) days, during which time any employee who believes his/her seniority date(s) is incorrect may meet with his/her Supervisor to resolve the matter. Differences concerning the accuracy of the lists shall be resolved before the final lists are posted. Once agreement has been reached on the lists, the lists shall be initialed by the BCEA representative and President and by the Superintendent, and/or his/her designee. Once initialed, the seniority lists shall be deemed final, shall be posted and shall be the base from which additions/deletions/adjustments shall be made thereafter.

## **ARTICLE 19 - TRANSFER, PROMOTION, LAYOFF AND RECALL**

### **19.01 Definitions**

#### **A. Transfer**

1. The term "transfer" shall be used to refer to the situation when an employee moves from one job location to another job location but remains in the same classification and the same position within such classification.
2. The term "voluntary transfer" shall be used to refer to an employee-initiated reassignment.
3. The term "involuntary transfer" shall be used to refer to a BOARD/Administration-initiated reassignment.



**B. Promotion**

The term "promotion" shall be used to refer to the situation when an employee is either:

1. Advanced to a higher rated position within the same classification; or
2. Reassigned to a higher rated classification or to a classification which provides more contract hours of work than the employee is then under contract to perform.

**C. Vacancy**

The term "vacancy" shall be used to refer to an open position in the bargaining unit which the BOARD/Administration determines to fill with an individual employed under a regular (as opposed to a "substitute" or "leave fill") contract.

**19.02 Procedure for Filling Vacancies**

- A. Whenever a vacancy in a permanent classification occurs, as determined by the BOARD/Administration (except for a route in the Transportation Department which will be handled utilizing the procedure set forth in Article 13, Section 13.04), such vacancy shall be publicized by a posting of a bulletin for four (4) days not including the day of posting or Saturdays, Sundays or Holidays.
- B. During the regular school year such vacancy notice shall be posted:
  1. In each school building in the Main Office;
  2. In the Transportation Building;
  3. In the Buildings and Grounds Building;
  4. In the Central Office.
- C. During the Summer vacation period, when school is not in regular session for students, vacancy notices shall be posted:
  1. In the Central Office;
  2. In the Transportation Building;
  3. In the Buildings and Grounds Building.
  4. In the Main Office at each building (to be addressed to the head custodian).
- D. Vacancies will also be posted on the district website.

- E. The President of the BCEA shall be sent a copy of each job posting via interoffice school mail during the school year. During the Summer months, the posting shall be sent to the mail location designated by the BCEA in writing to the Superintendent.
- F. In such vacancy notice the BOARD/Administration shall indicate the following:
1. The job classification.
  2. The job class within the job classification.
  3. The location or the place of work.
  4. The approximate regular contract hours per workday.
  5. The number of days worked per year.
  6. The qualifications, skills and abilities required in the posted vacancy.
  7. The Administrator to whom individuals must apply for the posted vacancy.
- G. During the period of the posting, employees who are interested in being considered for the posted vacancy must apply to the indicated administrator.
- In filing such application, the employee must provide all information which the employee desires to be considered in determining whether he/she is qualified for the vacancy.
- H. The BOARD/Administration shall have the right to withdraw a posting and not fill a vacancy with a permanent appointment. BCEA will be informed as to why the administration is eliminating the position.
- I. In filling vacancies on a permanent basis, the following guidelines shall be followed:
1. First consideration shall be given to filling the job vacancy by transfer. If an employee in the same classification and position within such classification applies for the posted vacancy, such employee shall be awarded the posted vacancy. If more than one employee in the same classification and position within such classification applies, the employee with the greatest classification seniority shall be awarded the position.
  2. If the posted vacancy cannot be filled by transfer, it shall be filled as follows:
    - a. First consideration shall be given to promoting a qualified employee within the same classification working in a lower rate position within such classification; and
    - b. Second consideration shall be given to applicants not in the same classification.

3. In determining which applicant shall be selected, the selection shall be made on the basis of selecting the best-qualified person for the position. In determining which individual is best qualified for the position, all employees who apply for the position shall be considered and may be given the opportunity for an interview for the posted vacancy. Employees, if they request, will be provided an opportunity to discuss reasons they were not interviewed for the posted vacancy. It shall be the prerogative of the Administration to determine which individual is the best qualified for the posted vacancy.
4. In determining which individual is "best qualified", the Administration may consider all relevant factors including, but not limited to, the prior work experience, schooling, acquired skills and demonstrated abilities of each applicant, the prior work record of each applicant, reference information submitted, the seniority of each applicant and such other factors as the Administration may deem relevant.
5. An employee selected to fill a posted vacancy in a classification utilizing the above procedure shall be required to remain in that classification for the remainder of the school year in which such reassignment occurs.
6. If the employee with the greatest system seniority who applies for a vacancy is not deemed the best qualified, he/she will be given the reasons why in writing with the emphasis on providing the employee with information so he/she can better his/her qualifications.

### **19.03 Procedure for Filling Openings by Transfer**

- A. Whenever an opening exists in a position within a classification, as determined by the Superintendent or his/her designee, other employees within such position and classification will be advised of the opening by the posting of a notice from the Supervisor. Employees who are in the same position and classification who desire to transfer to the opening must so notify the Supervisor of their desire for a lateral transfer within four (4) working days of the posting of the notice regarding the opening. In filling the opening:
  1. First priority shall be given to the employee who desires the transfer who has the greatest classification seniority and
  2. Second priority shall be given to any employees in the same position and classification who would otherwise be laid off from the position and/or classification and is, therefore, in need of reassignment.

### **19.04 Involuntary Transfer**

- A. The Superintendent, and his/her designee may reassign an employee if the reassignment is deemed to be in the best interest of the School District, as determined by the Superintendent, and his/her designee.
- B. An employee who is involuntarily transferred shall be given the reasons for such reassignment, in writing, by the Supervisor and upon request, the Superintendent, and

his/her designee shall meet with the employee, who may be accompanied by a BCEA representative, to discuss the reasons for the involuntary transfer.

### **19.05 Layoff and Recall**

- A. Whenever the decision is made by the BOARD to reduce the total number of employees in a classification, employees shall be laid off on the basis of classification seniority within their position with the least senior person laid off first. If further layoffs are necessary, the next least senior employee shall be laid off, and so on until the layoff is completed. In suspending contracts due to layoffs, should two or more employees have equal lengths of service beginning with the date of the first day of work as a contracted employee, then the earliest date of the BOARD meeting at which the employee was employed shall prevail. If still tied, the earliest date on the employee's most recent application form shall prevail. If still tied, the names of the employees to be laid off shall be drawn by the Superintendent or his/her designee with the BCEA President in attendance as witness. The employee's name drawn first shall be first listed, and so forth. Employees designated for layoff may exercise their classification seniority rights to displace the least senior employee in the same classification in the same or lower position.
- B. Employees who are displaced by layoff who held a regular contracted position in another classification within the last five (5) school years may exercise their system seniority rights and return to their most recent former classification if there is an employee in that classification with less system seniority. Upon re-entry into a former classification, the employee shall assume the duties of the least senior employee, acquire the classification seniority date the employee had when he/she left the classification and be placed on the highest salary step previously earned in the former classification.
- C. In recalling employees on layoff, such employees shall be recalled on the basis of classification seniority in reverse order of layoff. If the employee does not respond by certified mail to a recall notice for five (5) school days (or ten (10) calendar days when school is not in session), the employee shall be considered terminated. The laid off employee shall be responsible for providing the administration with a current mailing address. One refusal for re-employment releases the District from any further responsibility to rehire the laid off employee.
- D. An employee on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. In that period, the District shall hire no new employees nor promote current employees into that layoff classification until transfers have been offered first and laid-off employees have been offered re-employment. Employees who wish restoration shall keep their current address on file with the Treasurer of the BOARD. Employees who do not respond to a recall notice for five (5) school days (or ten (10) calendar days when school is not in session) after receipt of notice by certified mail (or if such notice is returned undelivered) shall forfeit all rights to restoration.
- E. For the purposes of defining classifications pursuant to layoffs only, the following classifications and positions within such classifications shall be recognized:

Classification

Position

Copy Center

Position I: Copy Center Assistant

Administrative Assistant

Position IV: H.S. Principal Administrative Assistant, Bldgs. & Grounds  
Administrative Assistant, Transportation Administrative Assistant

Position III: Building Administrative Assistant, Curriculum Administrative  
Assistant

Position II: H.S. Student Activity Clerk

Position I: Part-time Administrative Assistant

Building/Department Office Assistant

Position I: Building/Department Office Assistant

Registered Nurse

Position I: Registered Nurse

Respiratory Therapist

Position I: Respiratory Therapist

Sign Language Interpreter

Position I: Sign Language Interpreter

ESL Assistant

Position I: ESL Assistant – Instructional

Assistants

Position VI: Media & Tech Assistant

Position V: IMC Technician (Elementary - Secondary)

Position IV: Skills Lab Technician

- Position III: Teacher Assistant
- Position II: Monitor Assistant
- Position I: Pre-School Teacher Assistant

Special Needs Assistants

- Position II: Instructional Special Needs Assistants
- Position I: Transportation Special Needs Assistants

Custodial

- Position II: Head Custodian
- Position I: Custodian

Mechanics

- Position III: Head Mechanic
- Position II: Mechanic
- Position I: Mechanic Helper

Head Groundskeeper, Groundskeeper and Courier

- Position II: Head Groundskeeper
- Position I: Groundskeeper and Courier

Maintenance

- Position V: Head Maintenance
- Position IV: Head HVAC Technician
- Position III: HVAC Technician
- Position II: Maintenance
- Position I: Maintenance Helper

Transportation

- Position II: Dispatcher/Pupil Transportation Specialist
- Position II: Driver

Position I: Crossing Attendant

Student Nutrition

Position VII: H.S. Manager

Position VI: Operations Assistant

Position V: Middle School Manager/Ferguson Hall Manager

Position IV: Assistant Manager

Position III A: Meal Accounts Manager

Position III B: Satellite Manager

Position I: Hourly Employee

Registrar Classification

Class I: H.S. Registrar

Job Coach/Transition Coordinator

Class I: Job Coach/Transition Coordinator

**19.06 Employment of Retired Bargaining Unit Members**

The following provisions will apply to the rehire of bargaining unit members who have retired from a qualified retirement system.

- A. Bargaining unit employees may retire and request to be rehired by the BOARD. There is no guarantee of post-retirement employment or a particular assignment. The employee shall be awarded a one (1) year contract with placement up to step three (3) on the salary schedule. This one (1) year contract will automatically expire at the end of the applicable school year and may be renewed by the BOARD from year to year but shall not be eligible for continuing contract status. Re-employed staff members shall be entitled to all other contract benefits unless otherwise limited by this article.

**ARTICLE 20 - BENEFIT PROGRAM**

**20.01 Medical and Dental Benefit Plan**

Effective January 1, 2020 Medical and Dental benefits will be as provided in the Butler Health

Plan (BHP)/Optimal Health Initiatives (OHI) as may be amended from time to time pursuant to BHP/OHI bylaws and regulations.

Medical and Dental benefits shall be available for all eligible employees covered by the AGREEMENT who complete the required applications for such benefits and transmit such applications to the Treasurer of the BOARD. Appropriate information and application instructions will be provided to all new employees by the BOARD at the time of pre-employment processing, and such application be completed and filed at that time if the employee desires coverage. A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period. Employees must complete the appropriate enrollment and/or waiver process during the open enrollment period each year.

**A. Eligibility**

1. The foregoing Medical Benefits Program shall be available for all eligible employees on the active working payroll who have made application for such coverage, who
  - a. Work at least part-time (less than five (5) hours per day but at least one (1) hour per day if the first day of work is prior to July 1, 2017 or at least three (3) hours per day if the first day of work is on or after July 1, 2017) or
  - b. Work full-time (more than five (5) hours per day)
2. The foregoing Dental Benefits Program shall be available for all employees on the active working payroll who have made application for such coverage.
3. Employees who are eligible and hired after the effective date of this AGREEMENT who complete the required application forms and have the same filed with the office of the Treasurer of the BOARD on or before the thirtieth (30th) day of employment on the active working payroll, will have coverage effective on the first day on active working payroll.
4. When both spouses are employees of the BOARD, they are eligible to be enrolled for one (1) Family Plan or two (2) Single Plans or one (1) or two (2) Family Plans, whichever coverage is the minimum coverage requirement for their individual family situation.

**B. Premium Costs**

1. The foregoing Medical and Dental Benefits Program, either separate or combined, shall be provided to eligible employees. Eligible employees will contribute toward the cost of coverage based on the following schedules:



<b>MEDICAL</b>	<b>BOARD Monthly Contribution of Premium Cost</b>	<b>Employee Monthly Contribution of Premium Cost</b>
<u>Regular Full-time:</u> Contracted five (5) hrs. or More per Day	85%	15%
<u>Regular Part-time:</u> Contracted Three (3) hrs., but Less Than Five (5) hrs. per Day	66%	34%
Contracted One (1) hr., but Less Than Three (3) hrs. per Day (Available only to Employees whose first date of work is BEFORE July 1, 2017)	50%	50%
Contracted less than three (3) hours per day whose first date of work is on or AFTER July 1, 2017	Not eligible	Not eligible

<b>DENTAL</b>	<b>BOARD Monthly Contribution of Premium Cost</b>	<b>Employee Monthly Contribution of Premium Cost</b>
<u>Regular Full-time:</u> Contracted 8 hrs. per day for twelve (12) months per year	90%	10%
<u>Part -time:</u> Contracted at least five (5) hours per day	75%	25%
Contracted less than five (5) hrs. per day	0%	100%

2. The BOARD and employees will share, as described in 20.01 B 1., up to 13.5% of the medical insurance premium increase over the previous year's premium rate. If there is an increase of more than 13.5%, the employees shall pay the increased premium above 13.5%. It is understood that this will change Board and employee premium shares as described in 20.01 B 1. The percentage rate for the employee will not drop below 15%.
3. The BOARD and employees will share, as described in 20.01 B 1., up to 18% of the dental insurance premium increase over the previous year's premium rate. If there is an increase of more than 18%, the employees shall pay the increased premium above 18%. It is understood that this will change Board and employee premium shares as described in 20.01 B 1. The percentage rate for the employees will not drop below 10%.
4. When notification of an impending increase in excess of the amount(s) described in 20.01 B2 and/or number 3 above is received by the BOARD, an immediate

notification will be forwarded to the ASSOCIATION President and the Insurance Program Review Committee.

5. All costs billed by the medical/dental benefits Provider or any insurance carrier in excess of the BOARD's contribution for such benefits shall be paid by the employee electing this coverage and may be deducted from the employee's first two (2) pays in the month the premium is paid by the BOARD. If the wages due the employee in such pays is not sufficient to pay the employee's portion of the premium(s), the BOARD will bill the employee for his/her full portion of the premium. The employee must remit his/her full portion of the premium to the BOARD no later than the 10th of the month as a condition of having coverage in effect during such month.
  
6. Premium costs for benefits under Article 20.01 will be as established by BHP/OHI for Beaver Creek City School District in accordance with BHP/OHI bylaws and regulations and the contract with Beaver Creek City Schools. For the length of this AGREEMENT only, Beaver Creek City Schools shall remain with BHP/OHI.

**20.02 Life Insurance**

**A. Eligibility**

The Life Insurance specified in Section 20.02 shall be provided without cost to all regular full-time and all part-time employees as of the effective date of this AGREEMENT as indicated in the table below. Employees who are hired after the effective date of this AGREEMENT will be provided Life Insurance effective on the first day of the month following the date of this agreement or the date they commence actual employment with the BOARD, whichever is the later date.

LIFE INSURANCE	Amount of Insurance	
	Life	Accidental Death and Dismemberment
<u>Regular Full-Time Employee</u> (5 Hrs. or More Per Day, 9 or 12 Month Contract)	\$50,000	\$100,000
<u>Regular Part-Time Employee</u> (3 Hrs., but Less Than 5 Hrs. Per Day)	\$30,000	\$30,000
(1 Hr., but Less Than 3 Hrs. Per Day)	\$15,000	\$15,000

**B. Filing of Life Insurance Form for Coverage**

All employees must complete the required insurance forms for Life Insurance and Accidental Death and Dismemberment Insurance and have the same filed with the Treasurer of the BOARD. Verification of the completion of all forms including the designation of beneficiaries will be completed by November 1 of each year.

**20.03 General Provisions**

- A. The foregoing programs described in Section 20.01 and 20.02 shall be continued for any eligible employee who pays the employee's portion during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, family and medical leave of absence, medical or assault leave of absence due to a work related illness or injury received in the course of and arising out of the employee's employment by the BOARD for which the employee receives Workers' Compensation, non-compensated approved leave of absence of less than thirty (30) days, medical leave of absence, including medical leave of absence due to pregnancy during the month such absence commences and for the next month, or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year.
- B. Eligible employees on non-compensated approved leave of absence (including medical leave of absence, or maternity leave of absence) in excess of the period set forth above for which the BOARD has agreed to pay a portion of the cost of programs described in sections 20.01 and 20.02, who desire to continue the full coverage past the period for which the BOARD has agreed to pay any portion of the premium to continue coverage for the employee, may do so while unemployed for up to two (2) years following the date such employee leaves the active working payroll of the BOARD by paying the full 100% premium for such coverage to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. In the event all or part of any monthly premium due from an employee is not paid and/or coverage is discontinued for any period, the employee shall have the right to acquire coverage through the carrier in accordance with its policies and coverage cannot be reacquired through the BOARD until the employee returns to active working status. It is understood that the BOARD assumes no responsibility for any cancellation of coverage.
- C. Eligible employees on approved disability leave of absence over ninety (90) days' duration who desire to continue such coverage described above in Section 20.01 past the period for which the BOARD has agreed to continue coverage for the employees may do so by paying one-half (1/2) of the full premium for such coverage to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued for the remainder of the first year of the disability leave. In the event such partial premium

is timely paid by the employee, the BOARD will be responsible for the remaining one-half (1/2) of the premium for the remainder of the first year of the disability leave. In the event coverage is discontinued for any period, the employee shall have the right to acquire coverage through the benefit provider in accordance with its policies, and coverage cannot be reacquired through the BOARD until the employee returns to active working status.

- D. Unless a properly completed application form for any of the coverages described in Sections 20.01 is filed with the Treasurer of the BOARD within thirty (30) days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.
- E. Medical and Dental benefits and/or Life insurance provided pursuant to this AGREEMENT shall be subject to the terms and conditions set forth in any benefits and/or insurance contract secured by the BOARD. It is specifically understood that any such policy/certificate may contain coordination of benefits, subrogation of benefits, hospital pre-certification, second surgical opinion and in-network and out-of-network provisions.
- F. Unless restricted by the provisions of the contract issued by the benefit provider, any employee may apply for medical and/or dental benefits or may change from one type of coverage to a different type of coverage at any time a qualifying life event dictates doing so. Such enrollment and/or change in contract status must be timely and in accordance with the regulations of the medical and/or dental benefits provider. In the event an employee desires to either enroll or change from one type of coverage to a different type of coverage (e.g., single to family), the employee must file a new application with the Treasurer of the BOARD.
- G. For employees and/or eligible dependents of employees who are eligible for Medicare, the program described in 20.01 (A) above shall be replaced by a combination of Medicare and the benefits program which brings combined coverage up to the level of coverage indicated in 20.01 (A) above.
- H. If the BOARD elects to leave Optimal Health Initiatives, Southwest Ohio Division (Butler Health Plan), the new medical and dental benefits secured shall be equivalent to coverage last held when leaving the Butler Health Plan.
- I. Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group benefits (including dental) is terminated for reasons of:
  - 1. termination of the employment, or reduction in the hours of employment, of the employee;
  - 2. death or disability (eligible for Medicare) of the employee;

3. divorce or separation from the employee; or
4. change in dependent status;

shall be eligible to elect continuation coverage under the group policy offered to employees at group rates (102% of the premium cost). Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing, to the BOARD, within sixty (60) days of such an event.

If elected, continuation coverage shall be available for eighteen (18) months if coverage terminated by reason of a termination or reduction in hours, and thirty-six (36) months for the other above-stated reasons; provided, however, that coverage shall terminate if any of the following occur:  
premiums are not paid when due;

1. the person(s) continuing coverage becomes eligible for Medicare, or covered by a group policy offered by another employer;
2. the BOARD no longer offers group coverage to its employees.

The provisions of this section are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

#### **20.04 Effective Date of Resignation**

For purposes of this Article, the effective date of the resignation of any employee shall be either: (1) the day prior to the commencement of the next school year; or (2) the effective date of resignation as submitted on the employee's resignation notification, whichever date shall occur first.

#### **20.05 IRS Section 125 Plan**

The BOARD shall adopt and maintain in full force a Section 125 Plan and defray all setup and administrative costs associated with such Plan. Pursuant to the provisions of the Section 125 Plan adopted by the BOARD, employees shall be able to pay their portion of any premiums payable under this Article, medical expenses, and/or dependent care expenses, with "before tax" dollars. A copy of the Section 125 Plan adopted by the BOARD will be given to the ASSOCIATION. Each employee will be furnished with a Summary Plan Description of this Plan. Each new employee will have this Section 125 Plan explained at the commencement of employment.

#### **20.06 Benefits Program Review Committee**

The Superintendent and the ASSOCIATION shall establish Benefits Program Review Committee composed of an equal number of individuals appointed by each.

The function of this Committee shall be to review the benefits Program provided for the employees and to make recommendations to the Superintendent and the ASSOCIATION for matters related to the benefits program.

It is understood that this Committee shall have no ability to recommend any changes which will increase the amount the BOARD is contributing toward the premium cost for any employee.

#### **20.07 Medical Benefits Program Incentives**

- A. For Employees who enroll in his/her own Butler Health Plan (BHP) Medical Plan effective 1/1/2020 and remain in BHP Medical Plan for entire calendar years 2020 and/or 2021:
1. Medical Benefits program incentives as described herein apply to employees even if they are not enrolled in the BOARD Medical Benefit Program prior to the effective date of this AGREEMENT.
  2. For any employee hired on or before December 31, 2019:
    - a. \$1500 stipend per employee per year for transition to the BHP medical plan during the entire calendar years 2020 and/or 2021.
    - b. Stipend will be paid in equal semi-annual amounts on or before the second pay in February and August of calendar years 2020 and/or 2021.
  3. For any employee whose spouse is carved out of BHP medical benefit coverage
    - a. \$1500 stipend per employee per year to offset spousal carve out of the BHP medical plan during the entire calendar years 2020 and/or 2021.
    - b. Stipend will be paid in equal semi-annual amounts on or before the second pay in February and August of calendar years 2020 and/or 2021.
  4. To offset additional medical benefit out-of-pocket expenses of the BHP:
    - a. \$750 stipend per employee per year for the entire calendar years 2020 and/or 2021
    - b. Stipend will be paid on or before the second pay in February of calendar years 2020 and/or 2021.
  5. An employee may choose to have the stipends enumerated in b., c., and d. of 20.07 1. paid, in part or in whole, into an IRS Section 125 Plan in accordance with applicable law.
- B. For any employee enrolled in an HDHP/Health Savings Account (HSA) under BHP:

1. The BOARD will contribute \$750 for a single plan and \$1500 for a family plan per employee per year.
  2. The BOARD contribution will be placed into the employee's HSA on the first bank business day in January, beginning January 2020.
- C. For any eligible employee who does not enroll in his/her own BHP Medical Insurance plan:
1. The BOARD will pay a stipend of \$500.00 for each full six (6) month period (January through June and July through December beginning January 1, 2020)
  2. Beginning in July 2020, the stipend(s) will be paid on or before the second pay of July and second pay of January.
- D. Members of the bargaining unit who did not have a BHP Medical Plan who experience a qualifying life event and take their own BHP Medical Plan during calendar years 2020 and/or 2021 and any new employees hired after January 1, 2020 and who take their own BHP Medical Plan in calendar years 2020 and/or 2021 will be paid a prorated portion of the following annual amounts based on their month of hire or enrollment:
1. the \$1500 spousal carve out stipend, if applicable,
  2. the \$750 offset stipend,
  3. If eligible for a prorated amount, payment(s) will be no later than sixty (60) days following enrollment in BHP Medical Plan (for example, if an employee is hired or enrolled in July, he/she is paid 50% of the above-listed stipends).
- E. Members of the bargaining unit who did not have a BHP Medical Plan who experience a qualifying life event and take their own BHP High Deductible Healthcare Plan (HDHP) and for any new employees hired after January 1 of any calendar year who take their own BHP HDHP will be paid a prorated portion of the following annual amount based on their month of hire or enrollment:
1. the HSA contribution, as specified above, if applicable
  2. payment will be no later than sixty (60) days following enrollment in BHP Medical Plan
- F. Members of the bargaining unit who did not have a BHP Medical Plan who experience a qualifying life event and then take their own BHP Medical Plan and for any new employees hired after January 1 of any calendar year who do not take their own BHP Medical Plan will be paid a prorated portion of the following semi-annual amount based on his/her month

of hire or enrollment (For example, if an employee is hired or enrolled in July, he/she is paid 50% of the above-listed stipends.):

1. The BOARD will pay a prorated portion of \$500.00 for each full six (6) month period (January through June and July through December beginning January 1, 2020)
2. Beginning in July 2020, the stipend(s) will be paid on or before the second pay of July and second pay of January.

## **ARTICLE 21 - VACATION SCHEDULE**

### **21.01 Full-Time Employee/12-Month Classification**

Each full-time employee in a twelve (12) month classification shall earn vacation credits in accordance with the following schedule.

<u>Length of Service</u>	<u>Vacation Credit Earned</u>
A. Date of hire but less than seven (7) years of continuous employment in a twelve (12) month position	Ten (10) working days (0.833 working days per month)
B. Seven (7) but less than fifteen (15) years of continuous employment in a twelve (12) month position	Fifteen (15) working days (1.250 working days per month)
C. Fifteen (15) years or more of continuous employment in a twelve (12) month position	Twenty (20) working days (1.667 working days per month)

Movement from A. to B. and B. to C. will occur on an employee's anniversary date.

### **21.02 Vacation, Accrual and Use**

All vacation time shall be earned monthly. Vacation leave may not be used during the pendency of a Worker's Compensation claim. If a Worker's Compensation claim is approved, employees will have a maximum of one (1) year from the date of return to work following the approved leave to utilize vacation days that were earned while on Worker's Compensation leave. Vacation Leave requests must be submitted no less than twenty-four (24) hours in advance of the requested vacation leave unless approved by the supervisor.



### **21.03 Carry-Over of Vacation Earned**

The maximum amount of vacation days which any employee may have at any one (1) time will be sixty (60) days.

### **21.04 Vacation Time Posted**

Vacation time will be posted on a monthly basis beginning with the employee's first month of service and may be taken at any time mutually agreeable to the employee and his/her Supervisor.

### **21.05 Right to Limited Number of Employees on Vacation at Same Time**

The Administration reserves the right to limit the number of employees working under the same Supervisor who will be permitted to take vacation time off at the same time. In the event two (2) or more employees desire vacation time off at the same time and not all can be accommodated, the employee who submitted the earliest dated request will be given preference. If two (2) or more employees submit a request on the same day, the employee(s) with the greatest system seniority will be given preference.

### **21.06 Vacation Pay**

Vacation pay shall be based on the wage rate in effect on the date when the days are taken. The actual amount of time paid for each vacation day will be the same as the regularly scheduled hours for a normal workday.

### **21.07 Accrued Vacation Time Not Used**

Vacation time, which is accrued, posted, and unused, beyond forty (40) days, at the end of the fiscal year, will be converted to sick leave with one (1) day of vacation equal to one (1) day of sick leave. Conversion will occur no later than August 1 of each year.

Vacation time, which is accrued, posted and unused at the time an employee leaves the employ of the BOARD shall be paid with the final pay to the employee. The maximum number of vacation days that will be paid out at the time an employee leaves the employ of the BOARD will be forty (40) days.

### **21.08 Service Credit for Vacation Purposes**

Employees who are nine (9), ten (10) or eleven (11) month employees do not earn vacation during the period they are employed on such basis. When such employees become twelve (12) month employees, for the purpose of ascertaining their years of service credit for vacation purposes under Section 21.01, they shall be given credit for all months of prior continuous employment expressed in the term of years of service. (Example - assume an employee has worked for four (4) continuous years under ten (10) month contracts each year. This employee has forty (40) months of work which is equal to three and one-third (3-1/3) years of vacation service credit.) Each employee will be notified of the service credit being granted at the time of being given a twelve (12) month contract.

**ARTICLE 22 – HOLIDAYS**

**22.01 Recognized Legal Holidays**

The following shall be recognized as legal holidays in the school calendar:

- |                                |                    |
|--------------------------------|--------------------|
| A. Labor Day                   | H. President's Day |
| B. Thanksgiving Day            | I. Good Friday     |
| C. Day after Thanksgiving Day  | J. Memorial Day    |
| D. Day before Christmas        | K. Juneteenth Day  |
| E. Christmas Day               | L. July 4          |
| F. New Year's Day              |                    |
| G. Martin Luther King, Jr. Day |                    |

**22.02 Entitlement to Paid Holidays**

An employee shall be entitled to the listed paid holidays provided the employee works the scheduled workday before and first scheduled workday after the holiday or is on an approved paid leave of absence on either or both of such days.

Employees that are in a paid status on their last scheduled workday prior to Memorial Day will receive Holiday Pay for Memorial Day.

**22.03 Payment of Holidays**

Employees who would have otherwise worked on the weekday when a holiday occurs or is observed shall be paid holiday pay based on the number of regular hours such employee would have worked.

**ARTICLE 23 - SEVERANCE PAY/DEATH BENEFIT**

**23.01 Severance Pay**

- A. An employee at the time of retirement from active service whose application for retirement has been approved by the Ohio School Employees' Retirement System may make application to be paid for a maximum twenty-seven percent (27%) of the maximum number of days of accrued but unused sick leave set forth in this AGREEMENT. Payment for unused sick leave days shall be based on the employee's hourly rate at the time of retirement and the number of hours the employee was normally scheduled to work each day (not to exceed eight (8) hours) at time of retirement.

- B. All paperwork must be completed prior to the employee receiving his/her last paycheck. Such severance payment shall eliminate all sick leave credit, and on this basis shall be:
1. Paid to all employees who are not fifty-five (55) years of age or older during the calendar year of retirement in one (1) total payment on or before January 31 following the year of official retirement or may establish a tax-deferred annuity on behalf of the employee, to be deducted from the employees severance payment, provided the annuity amount and payment date are in compliance with IRS rules/regulations. Payment shall be made on or before January 31 following the year of official retirement.
  2. Paid to all employees fifty-five (55) years of age and older during the calendar year of retirement into the BOARD sponsored "Employer 403(b) Accumulated Leave Plan" per adoption agreement dated April 19, 2007 and as amended hereafter. By participating in the "Employer 403(b) Accumulated Leave Plan", employees fifty-five (55) years of age or older during the calendar year of retirement will receive payment for their unused accumulated sick leave up to the maximum IRS 415 limit for the Section 403(b) plan unreduced by current federal, state and local income taxes. These monies will be paid into the Employer 403(b) Accumulated Leave Plan on or before January 31 following the year of official retirement. Any additional monies due the employee will be paid out up to the maximum IRS 415 limit each January until all monies have been paid.

### **23.02 Death Benefits**

In the event of the death of an employee while employed as an active employee under contract to the BOARD, such employee shall be deemed to have made application for severance pay or to have retired, on the date immediately preceding the day of death. Payment of this death benefit shall be disbursed in accordance with the applicable laws of the State of Ohio and shall be calculated on the same basis as severance pay is calculated pursuant to Section 23.01(A) above. The qualified appointed executor or administrator of the employee's estate shall make application for payment of these benefits.

## **ARTICLE 24 - EVALUATION POLICY**

### **24.01 Purpose of Evaluation**

The purpose of an evaluation is:

- A. To assess an employee's work performance;
- B. To help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the District educational program; and
- C. To constitute the basis for personnel decisions.

## **24.02 Performance Evaluation**

The performance of each employee shall be evaluated by the employee's Supervisor(s). New employees will be evaluated during the probationary period and one (1) other time during the first year of employment. Each employee whose contract is up for renewal will be evaluated during the year the renewal is due. Continuing contract employees shall be evaluated when the Administration deems it necessary to do so.

## **ARTICLE 25 - COMPLAINT PROCEDURE**

### **25.01 Employee Informed of Complaint**

An employee will be informed of any complaint which is directed against the employee, if such complaint may become a matter of record.

### **25.02 Investigation of Complaint**

Before placing a complaint filed against an employee in the employee's personnel file, the complaint will be investigated, and the employee will be afforded an opportunity to present his/her position on the matter at a meeting with the Supervisor. The employee and the Supervisor each may have a representative present at this meeting.

### **25.03 Documentation of Complaint in Personnel File**

If the employee's Supervisor determines to make the matter a subject of documentation placed in the employee's official personnel file, the procedure set forth in Article 27, Section 27.03, shall be applicable. Anonymous complaints will not be given consideration.

## **ARTICLE 26 - DISCIPLINE PROCEDURES**

### **26.01 Supervisor's Right to Discipline**

An employee's Supervisor shall have the right to discipline the employee for just cause. Such disciplinary action may include verbal or written warning.

### **26.02 Superintendent, and his/her designee Right to Discipline**

The Superintendent, and his/her designee shall have the right to discipline employees for just cause, which disciplinary action may be a disciplinary suspension without pay.

### **26.03 BOARD's Right to Discharge/Terminate**

The BOARD, acting on the recommendation of the Superintendent, shall have the right to discharge/terminate the contract of an employee for just cause.

#### **26.04 Disciplinary Action Subject to Review**

All disciplinary action of any type taken against an employee, including termination, will be subject to review utilizing the grievance-arbitration provisions of this AGREEMENT.

#### **26.05 Disciplinary Action Considered for Thirty-Six (36) Months or Sixty (60) Months**

- A. Disciplinary action of any type taken against an employee, except discipline for severe safety violations, shall be disregarded for future disciplinary action purposes and, at the employee's request, removed from the personnel file only in the event a period of thirty-six (36) consecutive months elapse with no further disciplinary action.
- B. Effective July 1, 2023, and after, disciplinary actions involving severe safety violations shall be disregarded for future disciplinary action purposes and, at the employee's request, removed from the personnel file only in the event a period of sixty (60) consecutive months elapses with no further severe safety violations. The determination of whether or not disciplinary action constitutes a severe safety violation will be stated by the Administration in the written disciplinary action.

If not already stated by the Administration in the written disciplinary action, the employee and/or the Association may request in writing, and the Administration shall provide the reason(s), in writing, for the severe safety determination upon such a request. The employee may attach an explanation and/or rebuttal to a disciplinary record issued pursuant to this section.

#### **26.06 Disciplinary Action Applied Progressively**

Discipline shall be applied in a progressive and corrective manner, except in extraordinary circumstances.

##### Informal Procedure

**Counseling.** No record of such counseling shall be placed in the employee's personnel file. The administrator doing the counseling may retain an anecdotal record of such counseling.

##### Formal Procedure

- A. **Verbal Warning.** A notation indicating that the verbal warning was issued will be placed in the employee's personnel file.
- B. **Written Warning.** A copy of the written warning shall be placed in the employee's personnel file.
- C. **Formal Letter of Reprimand.** A copy of this formal letter of reprimand will be placed in the employee's personnel file.

## Documentation

The documentation procedures set forth in Article 27, Section 27.03, shall be applicable to any disciplinary action of record placed in the personnel file of any employee.

## **ARTICLE 27 - PERSONNEL FILES**

### **27.01 Official Personnel File**

- A. Only one official personnel file shall be maintained for each employee. This official personnel file shall contain all personnel records, which may include:
1. Application for employment, including pre-employment references;
  2. Copy of employee's contract(s) and/or annual salary notification(s);
  3. Copies of all certificates and/or licenses required for the job;
  4. Documentation (transcript or certified record) regarding all training and/or additional training of the employee as submitted by the employee;
  5. Record of military service;
  6. Record of any required medical examinations and/or medical tests required in conjunction with employment; and
  7. Other documents properly placed in the official personnel file.

### **27.02 Supervisor's File**

Nothing in this Article precludes an employee's Supervisor from maintaining a file and/or dated anecdotal notes regarding an employee. However, such notes are not considered part of the employee's official personnel file and will only be considered for action purposes when documented and placed in the official file.

### **27.03 Procedure for Placing Disciplinary Documentation in Official Personnel File**

In the event the Supervisor and/or Superintendent desires to place any documentation, including documentation regarding any disciplinary action taken, in the official personnel file, the Supervisor and/or Superintendent shall:

- A. Reduce the documentation to writing;
- B. Provide the employee with a copy of the dated written documentation. This documentation shall be dated and signed by the employee to acknowledge receipt. This signature shall not be deemed to be an acknowledgment of the facts set forth in the documentation. The employee shall have the right to attach a written statement to such

documentation. This written statement must be submitted to the Supervisor and/or Superintendent within fifteen (15) working days of the date the employee received the written documentation. The Supervisor and/or Superintendent shall date and sign the statement furnished by the employee to acknowledge its receipt. Such signature shall not be deemed an acceptance of the facts and/or position of the employee in the employee's statement.

#### **27.04 Access to File**

- A. Each employee shall have access to the contents of his/her own official personnel file, except for pre-employment references furnished on a confidential basis. This file may be reviewed in the presence of a representative of the Superintendent, and his/her designee and a BCEA representative may, at the employee's request, accompany the employee during such review.
- B. Except as required by law, an employee's official personnel file shall be deemed confidential and shall not be open to the public.

#### **27.05 Employee's Right to Personnel File Material**

An employee shall have the right to receive a single copy of any material placed in his/her personnel file, except for confidential pre-employment references.

### **ARTICLE 28 - PAYROLL PROCEDURES**

#### **28.01 Pay Dates**

All employees will be paid on a twenty-four (24) check per year basis on the 5th and 20th of the month. If the 5th or 20th is on a Saturday, Sunday, or Holiday, the pay date will be the business day prior.

#### **28.02 Deductions**

Employees shall be paid after the following deductions:

##### Required Deductions

- Federal Income Tax
- State Income Tax
- School District Income Tax
- City Income Tax
- Retirement
- Medicare\*





### **28.05 Retirement System Payments**

- A. A certain percentage of each employee's salary shall be withheld for payment to the proper retirement system.
- B. The BOARD shall contribute a certain percentage of the employee's annual salary to the School Employees Retirement System (SERS) for all classified employees.
- C. Percentages for both contributions are subject to change by the Retirement System.
- D. The BOARD agrees to provide a Tax Deferment Plan on employees contributions to SERS. It is understood that it is the responsibility of the individual employee to make any necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations. The BOARD is not liable, nor will it be held responsible for any legal IRS, SERS, or any other agency's penalties or decisions concerning this plan now or in the future.
- E. The BOARD will provide payroll deduction for purchase of SERS credit if the employee has elected the tax-deferred option.

### **28.06 Section 125 Plan**

The BOARD shall adopt and maintain in full force a Section 125 Plan and defray all setup and administrative costs associated with such Plan. Pursuant to the provisions of the Section 125 Plan adopted by the BOARD, employees shall be able to pay their portion of any insurance premiums payable under this Article with "before tax" dollars. A copy of the Section 125 Plan adopted by the BOARD will be given to BCEA. Each employee will be furnished with a Summary Plan Description of this Plan. Each new employee will have this Section 125 Plan explained at the commencement of employment.

### **28.07 Mileage Reimbursement**

Automobile mileage allowance paid to the employee shall be at the Internal Revenue Service standard business mileage rate. This covers all mileage accumulated as a result of attendance at required meetings and in-service training and for personnel authorized to use their private automobile as part of their contractual duties. Mileage reimbursement is not paid through payroll, rather, the accounting department. Employees must contact their appropriate Supervisor to ensure a proper requisition is entered in the District's accounting system prior to accumulating any mileage obligation.

### **28.08 Required Licenses/Certificates**

Employees must obtain and maintain all licenses/certificates required by the District, State of Ohio or the Federal Government for their position. The BOARD will pay for any required licenses/certificates.

### **28.09 FBI/BCI Background Checks**

- A. BOARD will pay one-half (1/2) of the total cost, up to thirty dollars (\$30), of background checks for regularly contracted employees, after initial employment.
- B. Employees that are required to hold certain licenses or certifications (CDL, Educational Aide permits, etc.) will have the full cost of the regular background check covered by the BOARD.

### **28.10 Year Round/Stretch Pay**

- A. Effective July 1, 2023, Year-round/stretch pay will be mandatory for all nine (9) and ten (10) month hourly classified employees.
- B. Year round/stretch pay guidelines will be developed for employees who are hired by the BOARD after the beginning of the typical contract year for that employee's position.

## **ARTICLE 29 - MEDICAL EXPENSES**

### **29.01 Payment for BOARD-Required Medical Exam**

In the event the BOARD requires any employee to receive any medical examination by a physician/medical provider secured by the BOARD, the BOARD shall pay all medical expenses incurred in receiving such examination.

### **29.02 BOARD Payment for US Department of Labor Tests/Vaccines**

In the event any employee who is required, pursuant to the regulations of the United States Department of Labor, to be given the opportunity to receive Hepatitis B tests/vaccine exercises this opportunity, the cost of same shall be paid by the BOARD provided the employee utilizes the physician selected by the BOARD to provide this service.

### **29.03 Physician's Statement of Employee's Health**

All employees, prior to employment, shall provide the Human Resource Office with the written form provided by the BOARD and completed by a licensed physician regarding said employee's physical condition. All costs of securing such a report shall be paid by the employee.

### **29.04 BOARD Payment for Tuberculin Test**

All employees shall have a Tuberculin Test when required by the State or Greene County BOARD of Health and provide the Human Resource Office with the results. The BOARD shall pay the cost of this test only if it is secured from a physician secured by the BOARD.

## **ARTICLE 30 - TUITION-FREE ATTENDANCE**

### **30.01 Tuition for Children of Non-Resident Employees**

Children, stepchildren, and/or foster children of non-resident employees residing in the employee's household may attend the Beavercreek Schools on a tuition-free basis providing:

- A. All employees hired prior to July 1, 2004 are eligible for this benefit. Employees hired after July 1, 2004 who work thirty (30) hours or more per week are eligible for this benefit immediately upon employment. Employees hired after July 1, 2004 who work less than thirty (30) hours per week will be eligible for this benefit after they have completed five (5) years of service with the District.
- B. The superintendent has the sole right to determine admittance and to assign each student. Resident students shall take priority over non-resident students in all matters of class/course selection and placement. All students are approved on a "current school year only" basis and each year is a separate year. The enrollment of a student under this section does not guarantee enrollment in the next year.
- C. The BOARD shall not be responsible for providing any pupil transportation for such students.
- D. A request for admittance must be submitted, in writing, to the Superintendent before August 1. Staff who are not employed before August 1 may submit such request up to three (3) days before the start of the school year.
- E. As specified in ORC 3313.64, no child will be permitted to enroll in Beavercreek via the "following an employed parent" option after the first day of school.
- F. Such students shall be subject to the same rules and regulations as any other student.
- G. Student may be suspended or expelled as any other student.
- H. Decisions made by the Superintendent under this section are not appealable under the grievance procedure.

## **ARTICLE 31 - EMERGENCY CLOSING/CALAMITY DAYS**

### **31.01 Requirement to Work on Calamity Days**

The term "calamity day" shall mean only the closing of all school buildings to students all day long, and not to school opening delays, early dismissals or the closing of fewer than all school buildings. "Essential Personnel" as defined herein are required to work as notified and assigned by their supervisor on "calamity days" unless notified that they are not needed. Essential Personnel

includes all employees within the classifications and positions as follows: Custodial, Grounds/Courier, Maintenance, Mechanics, and specific positions of Dispatcher, and Grounds/Maintenance Administrative Assistant. Essential Personnel who are not needed and all other employees will not continue to work or report to work. In cases where one (1) or more buildings, but not the entire District, is closed, employees of those affected buildings will be advised whether to report to their regular building or to another building to perform their regular type duties. Regardless of when the "calamity day" is declared, it will apply to the entire school/workday. Employees who have already started their workday prior to the declaration, will, as a minimum, receive pay at their regular or overtime rate in accordance with Article 9.01 (A) for the hours worked up to the declaration and for the reasonable amount of time necessary to terminate what they are doing and leave the District.

- A. Employees including Essential Personnel who are required to work on a calamity day will be paid at their regular or overtime rate in accordance with Article 9.01 (A) on the calamity day plus pay at their regular rate for their normal work hours. Employees who are required to work on a calamity day but cannot, will not receive pay for the calamity day and will be charged approved/appropriate leave in accordance with Negotiated Agreement, unless leave has been previously approved prior to the declaration of a calamity day.
- B. An employee who has been approved prior to the declaration of a calamity day for sick leave, personal leave or vacation on a day which is later declared a calamity day shall not be charged with such leave on such calamity day.
- C. Employees who have been absent on sick leave for the entire workday immediately prior to the calamity day will not be charged sick leave for the calamity day.
- D. Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the BOARD.
- E. An employee shall be paid for a calamity day if the employee is in a paid status on the scheduled workday before and the scheduled workday after the calamity day or if the calamity day occurs on the day immediately before or the first day of an unpaid leave or on the day immediately following the last day of an unpaid leave.

### **31.02 "Calamity Days" Defined**

When students are dismissed as necessitated due to severe weather, lack of heat, or other unanticipated reason(s), all employees, except employees notified to the contrary, shall be dismissed from work as soon as possible after student dismissal without loss of regular earnings.

When a school(s) or part of a school is closed for any reason other than a closing of the entire school district for a calamity, this will be known as a "partial closing." Examples of a "partial closing" may be when a single building is closed for maintenance problems (heat, water, etc.); a specific unit as pre-school or kindergarten is closed for an in-service; a single kitchen may be closed for various reasons; etc.

Employees who, due to a “partial closing”, are unable to fulfill their contractual obligations regarding hours worked at their regular job assignment location, can be given alternate duties to complete the hours needed to fulfill their contract. These duties to be performed will be within their classification but could possibly be at another location. Another option for such employees would be time spent in training related to their classification. Employees must perform these alternate duties if so instructed, but will not lose pay if no other work or training is available in their classification.

## **ARTICLE 32 - SUBCONTRACTING - DAILY SERVICES**

### **32.01 Conditions for Subcontracting of Work**

The BOARD will not contract for work which could be performed by employees if such contracting will result in the layoff of, reduction in regular contracted hours for, or termination of the contracts of any employees unless the BOARD:

- A. Gives the BCEA President written notice of its desire to do so and the full opportunity to be provided with the economic justification for such contemplated action and to meet these economic conditions; and
- B. The opportunity to be heard at a public meeting of the BOARD regarding the matter before any decision is made.
- C. The BOARD will make every effort so that the employees of Beaver Creek City Schools have the opportunity to attend trainings and/or receive additional education needed to minimize the need to subcontract work.

## **ARTICLE 33 - HEALTH AND SAFETY**

### **33.01 BOARD's Responsibility to Maintain Safe Conditions**

The BOARD shall be responsible to ensure and maintain conditions for employees and students that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees or students.

### **33.02 Complaints Regarding Safety and Health**

Complaints regarding health and safety concerns should be brought to the attention of the Supervisor and shall not be subject to the grievance/arbitration provisions of this AGREEMENT.

If an employee sees a suspicious item, he/she will report the same to his/her immediate supervisor or building principal, but employees shall not be required to search for weapons and/or bombs.

## **ARTICLE 34 - PROFESSIONAL DEVELOPMENT**

### **34.01 Professional Development**

The BOARD and the BCEA will create a joint committee to assess the needs of and planning for Professional Development for the BCEA members. The first meeting will be held no later than November 1, 2015.

### **34.02 Public School Works (PSW)**

Public School Works (PSW) assigned Professional Development may be completed outside of the regular workday. Time spent outside of the workday to complete these assignments will be paid at the employee's regular hourly rate of pay for the rated number of minutes for public school works with the established training cycle.

### **34.03 Professional Development Reimbursement**

- A. The BOARD will allocate annually a pool of money to be used by Classified Staff Members for professional development reimbursement. The annual amount is \$10,000.
- B. Each classified staff member shall be eligible for reimbursement of registration costs for professional development that serves the employee as an opportunity to advance within a classification or into another position within the school district.
- C. Reimbursement will be made up to \$5000 semi-annually (July 1 - December 31 and January 1 - June 30), in the following manner:
  - 1. Group requests less than \$5000.
    - a. Each eligible request will be reimbursed at 100%.
  - 2. Group requests greater than \$5000.
    - a. Each eligible request will be calculated on a prorated basis to determine the percentage of the \$5000 an applicant will be reimbursed.
- D. Approved Professional Development Reimbursement shall be made to the employee by the second pay in February for the 1st semi-annual period and by the second pay in August for the 2nd semi-annual period.
- E. Payment will be approved for registration and/or tuition expenses only and will not include payment for such items as books, materials, laboratory fees, meals, parking, transportation, application fees, graduation fees, internet fees, or other miscellaneous fees.

To be eligible for reimbursement a classified staff member must meet the following criteria:

1. The classified staff member must be employed by the BOARD for a minimum of 1 year.
2. Application for reimbursement must be submitted on the Classified Professional Development Reimbursement Form to the Business Office by January 15 and July 15 respectively for the semi-annual period.
3. The application must include official documentation indicating successful completion of the course(s) and a receipt verifying payment for the professional development.
4. The classified staff member must be employed by the BOARD at the time of reimbursement.

## **ARTICLE 35 - TEMPORARY WORK**

### **35.01 Establishment of Temporary Classifications**

The BOARD may, at its discretion, establish temporary or summer help positions for work to be performed. Temporary or summer help employees are excluded from the bargaining unit described in Article 1, Section 1.01; however, Classified staff members may apply for work in such positions, provided they are not scheduled to work in their regular (school year) position for the period specified for the temporary or summer help. Employees interested in being considered for any available temporary work position must apply in writing by September 1 of each school year to the Supervisor of Buildings and Grounds.

### **35.02 Selection for Temporary Classification**

Selection for temporary or summer help positions shall be at the sole discretion of the BOARD. The BOARD need not employ any Classified employee in such positions and shall be free to fill such positions with non-bargaining unit members. Selection for such position(s) at one time will not affect eligibility for selection at any other time.

### **35.03 Wages, Hours, Terms and Conditions for Temporary Classifications**

The wages, hours, terms and conditions of employment in temporary or summer help positions shall be at the sole discretion of the BOARD/Administration, without any need to negotiate or give notice of such to the BCEA. The terms and conditions of this AGREEMENT do not apply to employment in temporary or summer help positions, except that Classified employees working in such positions earn sick leave at the rate specified in Article 6, Section 6.09.

#### **35.04 Limited Contract for Temporary Classifications**

Employment in a temporary or summer help position shall be pursuant to a limited contract for the term specified for the position by the BOARD, and work performed pursuant to such limited contract shall not be considered for purposes of eligibility for continuing employment contract; nor shall weeks or months worked in a temporary or summer help position be added to weeks or months worked in any regular classification for purposes of determining eligibility for holiday benefits, insurance benefits, vacation benefits, or any other privilege or benefit of employment. Assignment to a temporary or summer help is not a promotion or transfer and shall not affect seniority.

#### **35.05 Work Performance in Temporary Classification**

Work performance in a temporary or summer help position will not be considered in evaluating the Classified employee in his/her regular position.

### **ARTICLE 36 - CHRONIC COMMUNICABLE DISEASES**

#### **36.01 Purpose**

The BOARD desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff and school community members. The purpose of this policy is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this policy.

The principle philosophy which will guide this District's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

#### **36.02 Non-Discrimination**

An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of Federal and/or State law.

No employee shall be subjected to random testing for chronic communicable disease.

#### **36.03 Confidentiality**

The BOARD and all employees of the BOARD involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any



information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/ administration.

#### **36.04 Medical Evaluation Criteria**

The need of a medical evaluation may arise in one of the following ways:

- A. An employee may voluntarily inform a school administrator that he/she has a chronic communicable disease.
- B. An employee may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the employee to review concerns. During this conference, the employee may acknowledge contraction of a chronic communicable disease.
- C. If it is not ascertained at the previous private conference that the employee has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee; the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.

The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraph A, B or C above. If, as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the Superintendent shall convene a Medical Review BOARD comprised of the following:

- D. A physician selected by the employee;
- E. A physician selected by the BOARD of Education;
- F. The Greene County Health Commissioner or his/her designee.

The Medical Review BOARD shall provide for an examination of the employee and may obtain, upon written voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

The report rendered by the Medical Review BOARD shall be restricted to an evaluation of the employee's medical condition and shall clearly provide whether or not the employee has been infected with a chronic communicable disease. If so, then the Medical Review BOARD shall determine:

- 1. Whether or not the employee's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review BOARD shall consider:

- a. the nature of the risk of the employee's medical condition;
  - b. the duration of the medical condition;
  - c. the severity of the risk of the medical condition;
  - d. the probability the disease will be transmitted; and
  - e. other relevant factors.
2. The Medical Review BOARD shall make a recommendation to the Superintendent that the employee should be:
- a. admitted to work unconditionally;
  - b. admitted to work under restrictive conditions; or
  - c. not admitted to work.

The report of the Medical Review BOARD shall be in writing and shall set forth reasons for its recommendation.

All costs of the Medical Review BOARD shall be borne as follows:

- 3. Employee's physician - any cost not borne by employee's insurance shall be paid by the BOARD.
- 4. BOARD's Physician - cost paid by BOARD.
- 5. County Health Commissioner (no costs involved).

If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the employer shall comply with the provisions of this AGREEMENT and ORC 3319.13.

### **36.05 Sick Leave/Disability Retirement**

An employee diagnosed to have a chronic communicable disease shall have full access to sick leave, Family and Medical leave and disability leave as provided by this AGREEMENT and Ohio Revised Code.

## **ARTICLE 37 - DRUG AND ALCOHOL PROGRAM**

### **37.01 Educational Programs Provided**

The BOARD will provide an educational program to help employees appreciate the problems associated with the use of controlled substances, drugs or alcohol.

### **37.02 Medical Examinations May Be Required**

Each employee may be required, as a condition of continued employment, to undergo such medical examination(s) as the BOARD may require which may include obtaining body tissue or fluid samples and analysis of same, and to execute any and all releases or consents required by any entity or person performing such medical examination(s). All such medical examinations shall be performed by a medical facility selected by the BOARD and shall be at the expense of the BOARD. In the event of a negative test result, the employee will return to work with nothing being placed in his/her personnel file about the test.

- A. Under this program, the BOARD may require employees to be tested "For Cause". "For Cause" shall be defined as those circumstances where the BOARD has information, based on facts or observed conduct, about the employee's appearance, behavior or conduct during work time that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to the use of alcohol, controlled substances or other illegal drugs. Such observed conduct should include more than one of the following: difficulty in maintaining balance, slurred speech, bloodshot eyes, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.
- B. Any employee who admits to a drug or alcohol problem will be considered to have been tested and to have tested positive.
- C. Under this program, the BOARD may also require employees who are involved in any accident to be tested.
- D. In the event of a negative test result, the employee will return to work with nothing being placed in his/her personnel file about the test.

### **37.03 "Positive Test" Result**

An employee whose confirmation alcohol or drug test is a "positive test" will be considered in violation of the BOARD's Rules and Regulations. The initial test will be considered only as a test to determine whether there is a possibility of the presence of alcohol or drugs in the employee's system. It is recognized that this test is not a reliable indicator and that individuals can test positive on this test and have no such substances in their system. For this reason, results of the initial test will not be placed in an employee's personnel file and no record of the positive reading on the initial test will be maintained. However, when a positive reading on the initial test is recorded, the confirmation test will be rerun.

A "positive test" for alcohol or an illegal drug means to have the presence of alcohol, an illegal drug and/or a drug metabolite in the employee's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified in the Ohio Administrative Code, Ohio Revised Code, United States Code, and/or United States Department of Transportation Regulations.

"Illegal drug (or drug)" means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The

term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

### **37.04 Employee Options After "Positive Test"**

Employees who "test positive" shall be subject to the following:

#### **A. First Positive Test**

The employee shall be given the option to either immediately:

1. voluntarily resign his/her employment with the BOARD; or
2. be placed on sick leave, if available, or a voluntary leave of absence, without pay, during which the employee must immediately enter a BOARD-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of an employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the BOARD.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (1) or (2), the employee shall be subject to immediate discharge.

#### **B. Second Positive Test**

If, within twenty-four (24) months of the First Positive Test, an employee "tests positive" for either alcohol or drugs, the employee shall immediately be placed on a ten (10) workday disciplinary suspension, without pay, during which a conference will be held with the employee and he/she shall be given the option at the end of such disciplinary suspension to either immediately:

1. Voluntarily resign his/her employment with the BOARD; or
2. Be placed on sick leave, if available, or a voluntary medical leave of absence, without pay, during which the employee must immediately enter a BOARD-

approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the BOARD.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

3. In the event the employee refuses to exercise either of the options specified above in (1) or (2), the employee shall be subject to immediate discharge.

### **C. Third Positive Test**

If, within twenty-four (24) months of the second positive test, an employee tests positive for either alcohol or drugs, the employee will be discharged.

### **37.05 Refusal of Employee to Take Required Test**

Any employee who refuses to take any test required under this Program, or who refuses to execute any required releases or consent forms, will be subject to immediate dismissal.

### **37.06 Leaves of Absence Following a Positive Test**

The leave of absence taken after a "positive test" shall be either sick leave, if available, or a medical leave without pay and shall be deemed a leave of absence for medical or illness reasons and Family and Medical Leave. The employee may also elect to take family or medical leave. The employee may also use his/her accrued vacation time. Insurance coverage will continue in accordance with the provisions of Article 20. Prior to return to work, the employee must be retested with a negative test result. If none is received, the employee will be discharged. The leave of absence shall be for a maximum of thirty (30) days, during which time the employee must retest. If the results of the alcohol and/or drug test have not been received by the 30th day, and the employee has tested, the leave of absence will be extended until the results are received. If the 30th day of a leave of absence falls on a Saturday, Sunday or designated BOARD holiday and the employee has not yet tested, he/she must take a test on the next workday or be discharged. The leave of absence will be extended up to an additional thirty (30) days for treatment with evidence of continuing, satisfactory treatment, as certified by the medical facility supervising the treatment.

### **37.07 Procedure for Alcohol or Drug Testing**

- A. Consent. No alcohol test will be administered, urine sample obtained or any drug test conducted on such sample without the written consent of the person being tested. (See Section 37.05 above.) Employees have the right to have a BCEA representative present prior to testing if requested by the employee.
- B. Pre-collection Interviews. Prior to the administration of an alcohol test and/or the collection of a urine specimen for drug testing, the employee will be thoroughly interviewed by the facility administering the test to determine if there may be any medications (over-the-counter or prescription) or other substances that may have been inhaled, ingested, or injected in the past two weeks which could result in a positive test.
- C. Alcohol Testing. The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions.
- D. Chain of Custody. Collection and shipment of all urine samples will follow strict chain of custody procedures.
- E. Drug Testing. The obtaining of a urine sample for drug testing and the testing of such sample shall be conducted in accordance with procedures established by the facility administering the test, which procedures should assure that any samples tested have been procured from the individual being tested.
- F. Retention of Sample. All "positive test" samples will be frozen by the facility administering the test and retained for six (6) months.
- G. Notification. All employees who test positive shall be so notified by the BOARD and given an opportunity to provide the BOARD any reasons he/she may have which would explain the positive test result. If the employee provides an explanation acceptable to the BOARD that the positive test result is due to factors other than the presence of alcohol or illegal drugs in the test specimen, the positive test result will be disregarded and all records of the test result destroyed and the employee will be retested.
- H. Confidentiality. The identities of employees who have tested positive shall be limited to those persons having need to know, including a BCEA representative, if designated by the employee.

### **37.08 Drug Testing for Employees with CDL License**

The BOARD's Drug Testing Program of employees with a CDL license, APPENDIX Q attached hereto, shall also be deemed in effect during the term of this AGREEMENT.

**ARTICLE 38 - SICK LEAVE BANK**

**38.01 Sick Leave Bank (S.L.B.)**

**A. Purpose**

To loan additional days of sick leave to employees who experience personal accidental injury, surgery or serious illness and have used up all personal sick leave days.

**B. Provisions of Eligibility**

1. All employees shall be eligible to be members of the S.L.B.
2. Between September 1st and October 1st of each school year, all new classified employees will receive an intent form from the Human Resources Office for the purpose of enrolling in the S.L.B. (APPENDIX L). In addition, each new classified employee hired after October will receive an enrollment form within thirty (30) days of hiring. All current employees who are not members of the S.L.B. will be provided written information of the open enrollment period.

Initial membership will consist of one (1) day sick leave to be designated by the employee to the S.L.B. At such time that the Human Resources Office has received the employee's intent, it will be recorded and submitted to the Treasurer's Office. Each employee will receive a notice of receipt indicating his/her participation in the program.

For donation purposes, a sick leave day is defined as the highest total number of daily hours an employee is paid to work during the first full week of October. An employee authorized to borrow sick leave days from the S.L.B. will have such days paid based on his/her normally scheduled hours of work.

3. New members may join by October 1<sup>st</sup> of each year.
4. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.
5. If fifty (50) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

**C. Operational Procedures**

1. Loans will be limited to participating employees for use only in cases of the employee's own personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.B. BOARD.

2. Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank Form (APPENDIX M). A Physician's Statement (APPENDIX N) is required with each application in order to be considered for a loan.
3. A loan will be considered only after the individual has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the State Employees Retirement System.

**D. Sick Leave Bank BOARD**

The Sick Leave Loan Bank is to be regulated by a BOARD consisting of two (2) employees to be selected by BCEA, one (1) of whom will be co-chairman and a permanent member, and two (2) administrators to be selected by the Superintendent, one (1) of whom shall be co-chairman and a permanent member. One (1) employee and one (1) administrator shall be appointed to three (3) year terms.

**E. Loan and Payback Procedures**

1. The maximum number of days that an employee may borrow is 10% of the total days in the Bank at the end of the enrollment period (October 1).
2. The member who borrows days from the Sick Leave Bank will have a period of forty-eight (48) months from the month of the initial loan to repay the days borrowed. One-fourth (1/4) of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan.
3. In the event the employee is unable to accrue the total number of required days owed to the Sick Leave Bank (1/4 total borrowed) at the end of each of the 12-month period, the BOARD will deduct the employee's daily rate times the number of unaccrued days owed for that period.

**F. Policy Procedures**

1. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. BOARD. All decisions of the S.L.B. BOARD will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Beaver Creek City School District, the Beaver Creek Classified Employees ASSOCIATION, the S.L.B. BOARD, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."



2. Application for the S.L.B. days must be made to the Superintendent or designee.
3. The S.L.B. BOARD shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the S.L.B.
5. The S.L.B. will begin with one (1) day from each contributing staff member. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day. The S.L.B. BOARD shall be responsible for notifying employees of each assessment period.
6. Extension of additional days may be applied for in the same manner as original application.
7. When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
8. All decisions of the S.L.B. BOARD shall be final and binding but not subject to the grievance/arbitration provisions of this AGREEMENT.
9. Guidelines will be reviewed annually by the Sick Leave Bank BOARD.

## **ARTICLE 39 - NON-DISCRIMINATION**

### **39.01 No Discrimination/Intimidation**

The BOARD does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), membership or non-membership in the ASSOCIATION, or any other legally protected category, in its programs and activities, including employment opportunities.

### **39.02 Pledge of Employment Without Discrimination**

The BOARD and the BCEA pledge to provide employment opportunities and advancement for employees without regard to the race, color, creed, sex, age, handicap, national origin, membership in or non-membership in the BCEA, all as in accord with and as limited by applicable law.

### **39.03 Employee's Right to Belong/Not Belong to BCEA**

The BOARD and the BCEA recognize that each employee has the right to belong or not belong to the BCEA; provided, however, certain employees have the obligation to pay the BCEA a "fair

share fee" if they elect not to belong to the BCEA (see Section 5.02). Each employee is entitled to all rights, benefits and privileges of this AGREEMENT unless otherwise specified.

## **ARTICLE 40 - COMPLETE AGREEMENT – SEVERABILITY**

### **40.01 Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this AGREEMENT, along with any addendums or memorandums of understanding signed by both parties prior to this AGREEMENT included as part of the appendix, constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

### **40.02 Agreement Supersedes/Prevails**

This AGREEMENT supersedes and prevails over all statutes of the State of Ohio applicable to the employment of employees by a BOARD of Education except as specifically restricted by ORC 4117.10 or any other provision of the Ohio Revised Code which specifically provides that it controls over the provisions of an agreement entered into pursuant to Chapter 4117 of the Ohio Revised Code.

### **40.03 Validity Questions**

Should the State Employment Relations BOARD or any court having jurisdiction over the BOARD and the BCEA determine, after all appeals have been exhausted, that any provision contained herein is contrary to law, such provision shall thereafter be deemed null and void and of no further force and effect, but all other provisions shall remain in full force and effect. Should such occur, the parties agree to negotiate with each other, at the request of either party, concerning the subject matter of the provision which has been determined to be unlawful.

### **40.04 Negotiations to Replace Unlawful Provisions**

The parties shall meet within ten (10) days after the final determination of unlawfulness to renegotiate regarding the subject matter of the provision(s) declared to be unlawful. If the parties fail to reach agreement after negotiations for at least forty-five (45) days, the procedures set forth in Article 2, Procedures for Negotiations, Section 2.02 F.2, Disagreement, will be utilized.

## **ARTICLE 41 - DURATION**

### **41.01 Effective Date/Termination Date**

This AGREEMENT shall be effective from 12:00 A.M., July 1, 2023, through 11:59 P.M., June 30, 2026, and shall continue in full force and effect for an additional year thereafter unless either

the BCEA or the BOARD shall serve notice, in writing, to the other of its desire to renegotiate this AGREEMENT at least sixty (60) but no more than ninety (90) days prior to July 1, or any yearly anniversary date thereafter in the event this AGREEMENT is automatically extended.

#### **41.02 Base for Future Negotiations**

This AGREEMENT shall be the base from which future negotiations shall proceed. If any items in this AGREEMENT are not changed through future negotiations, they shall be carried forward automatically in writing to each future Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated by each name.

**BEAVERCREEK CITY SCHOOLS  
DISTRICT BOARD OF EDUCATION**

  
JoAnn Rigano, President \_\_\_\_\_ Date

  
Paul Otten, Superintendent \_\_\_\_\_ 8/7/23 Date

  
Joy Kitzmiller, Treasurer \_\_\_\_\_ 7/7/23 Date

  
Deron Schwieterman, \_\_\_\_\_ 6-30-2023 Date  
Director of Human Resources

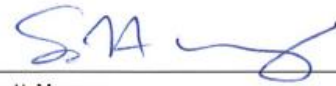
**BEAVERCREEK CLASSIFIED EMPLOYEES  
ASSOCIATION, OEA/NEA**

  
Joe Bellomy, President \_\_\_\_\_ Date

  
Victor Maxwell, Vice President \_\_\_\_\_ 8-15-23 Date

  
Joyce Hughes, Treasurer \_\_\_\_\_ 8-18-23 Date

  
Rhonda Feather, Secretary \_\_\_\_\_ 8-24-23 Date

  
Scott Maney \_\_\_\_\_ 7/7/23 Date  
Labor Relations Consultant and  
Designated Representative, Ohio Education Association

**Beavercreek Classified Employees Association, OEA/NEA (Continued)**

Lori Balmer 8/18/23  
Date  
Lori Balmer  
Special Needs Assistant Representative

Carrie Delong 8-17-23  
Date  
Carrie Delong  
Custodial Representative

Michelle Bellomy  
Date  
Michelle Bellomy  
Registrar Representative

Sarah Lynch 8-16-23  
Date  
Sarah Lynch  
Administrative Assistant Representative

Greg Byerly 8-15-23  
Date  
Greg Byerly  
Groundskeeper & Courier Representative

Dan Osterday 8/14/23  
Date  
Dan Osterday  
Mechanic Representative

Karen M. Clarke 8/15/23  
Date  
Karen Clarke  
Transportation Representative

Angie Williams 8-16-23  
Date  
Angie Williams  
Assistants Representative

Jim Darjo 8-21-23  
Date  
Jim Darjo  
Maintenance Representative

Christine Yamamoto 8-17-23  
Date  
Christine Yamamoto  
Student Nutrition Representative

**EXHIBIT A**

**CLASSIFIED SALARY SCHEDULE 2023 – 2024 - 3.25%**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2023 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:**

**Copy Center Classification**

I Copy Center Asst.

	1	2	3	4	5	6	7	8	9	10	11	12
I Copy Center Asst.	20.46	20.94	21.40	21.83	22.24	22.68	23.11	23.60	24.10	24.56	24.93	25.24

**Administrative Assistant Classification**

IV H.S. Admin. Asst./ B&G / Transp.  
 III Building / Curriculum Admin. Asst.  
 II H.S. Student Activities Clerk  
 I Part-time Admin. Asst.

IV H.S. Admin. Asst./ B&G / Transp.	25.92	26.36	26.81	27.23	27.70	28.11	28.53	29.02	29.60	30.19	30.62	31.01
III Building / Curriculum Admin. Asst.	24.43	24.86	25.35	25.77	26.23	26.67	27.07	27.50	28.04	28.63	29.06	29.41
II H.S. Student Activities Clerk	24.43	24.86	25.35	25.77	26.23	26.67	27.07	27.50	28.04	28.63	29.06	29.41
I Part-time Admin. Asst.	23.85	24.31	24.79	25.21	25.64	26.11	26.55	26.94	27.47	28.02	28.46	28.79

**Office Assistant Classification**

I Building / Department Office Assistant

I Building / Department Office Assistant	19.08	19.47	19.94	20.43	20.84	21.25	21.78	22.16	22.59	23.04	23.39	23.70
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**Assistants Classification**

VI Media & Tech Assistant  
 V IMC Tech.  
 IV Skills Lab Technician  
 III Teacher Asst.  
 II Monitor Asst.  
 I Preschool Teacher Asst.

VI Media & Tech Assistant	24.43	24.86	25.35	25.77	26.23	26.67	27.07	27.50	28.04	28.63	29.06	29.41
V IMC Tech.	19.78	20.23	20.69	21.10	21.55	21.98	22.52	22.91	23.32	23.78	24.14	24.44
IV Skills Lab Technician	19.78	20.23	20.69	21.10	21.55	21.98	22.52	22.91	23.32	23.78	24.14	24.44
III Teacher Asst.	19.08	19.47	19.94	20.43	20.84	21.25	21.78	22.16	22.59	23.04	23.39	23.70
II Monitor Asst.	19.08	19.47	19.94	20.43	20.84	21.25	21.78	22.16	22.59	23.04	23.39	23.70
I Preschool Teacher Asst.	19.08	19.47	19.94	20.43	20.84	21.25	21.78	22.16	22.59	23.04	23.39	23.70

**Special Needs Assistant Classification**

II Instructional  
 I Transportation

II Instructional	19.99	20.36	20.83	21.28	21.78	22.13	22.60	23.04	23.48	23.95	24.32	24.60
I Transportation	19.08	19.47	19.94	20.43	20.84	21.25	21.78	22.16	22.59	23.04	23.39	23.70

**Registered Nurse Classification**

I Registered Nurse

I Registered Nurse	26.30	26.80	27.23	27.64	28.04	28.52	28.97	29.45	30.23	30.99	31.46	31.84
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**Respiratory Therapist Classification**

I Respiratory Therapist

I Respiratory Therapist	26.10	26.34	26.57	26.78	26.96	27.22	27.44	27.70	28.26	28.80	29.24	29.62
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**Sign Language Interpreter Classification**

I Sign Language Interpreter

I Sign Language Interpreter	26.10	26.34	26.57	26.78	26.96	27.22	27.44	27.70	28.26	28.80	29.24	29.62
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**ESL Assistant Classification**

I ESL Assistant - Instructional

I ESL Assistant - Instructional	19.99	20.36	20.83	21.28	21.78	22.13	22.60	23.04	23.48	23.95	24.32	24.60
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**Job Coach/Transition Coordinator Classification**

I Job Coach/Transition Coordinator

I Job Coach/Transition Coordinator	26.10	26.34	26.57	26.78	26.96	27.22	27.44	27.70	28.26	28.80	29.24	29.62
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**Custodial Classification**

II Head Custodian  
 I Custodian

II Head Custodian	21.52	21.98	22.52	22.98	23.45	23.85	24.37	24.80	25.28	25.79	26.18	26.49
I Custodian	20.66	21.10	21.63	22.13	22.59	23.04	23.46	24.01	24.52	25.02	25.37	25.70

**CLASSIFIED SALARY SCHEDULE 2023-2024 – 3.25% - CONTINUED**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2023 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:**

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
<b>Mechanics Classification</b>													
III	Head Mechanic	25.97	26.52	27.05	27.58	28.17	28.72	29.26	29.81	30.43	31.01	31.48	31.89
II	Mechanic	24.20	24.37	24.71	25.11	25.47	25.82	26.18	26.57	27.08	27.62	28.04	28.39
I	Mechanic Helper	21.96	22.44	22.95	23.19	23.72	24.20	24.66	25.14	25.66	26.19	26.60	26.93
<b>Groundskeeper &amp; Courier Classification</b>													
II	Head Groundskeeper	23.01	23.52	24.09	24.58	25.10	25.52	26.07	26.52	27.05	27.60	28.01	28.36
I	Groundskeeper & Courier	21.52	21.98	22.52	22.98	23.45	23.85	24.37	24.80	25.28	25.79	26.18	26.49
<b>Registrar Classification</b>													
I	H.S. Registrar	24.43	24.86	25.35	25.77	26.23	26.67	27.07	27.50	28.04	28.63	29.06	29.41
<b>Maintenance Classification</b>													
V	Head Maintenance	25.97	26.52	27.05	27.58	28.17	28.72	29.26	29.81	30.43	31.01	31.48	31.89
IV	Head HVAC Technician	25.97	26.52	27.05	27.58	28.17	28.72	29.26	29.81	30.43	31.01	31.48	31.89
III	HVAC Technician	25.54	25.69	26.08	26.49	26.86	27.24	27.61	28.02	28.59	29.16	29.60	29.95
II	Maintenance	24.20	24.37	24.71	25.11	25.47	25.82	26.18	26.57	27.08	27.62	28.04	28.39
I	Maintenance Helper	21.96	22.44	22.95	23.19	23.72	24.20	24.66	25.14	25.66	26.19	26.60	26.93
<b>Transportation Classification</b>													
III	Dispatch. / Transp. Spec.	23.93	24.29	24.50	24.85	25.09	25.40	25.67	25.99	26.57	27.10	27.51	27.87
II	Driver	23.93	24.29	24.50	24.85	25.09	25.40	25.67	25.99	26.57	27.10	27.51	27.87
I	Crossing Attendant	17.41	17.80	18.12	18.57	18.94	19.32	19.66	20.02	20.43	20.84	21.14	21.40
<b>Student Nutrition Classification</b>													
VII	H.S. Manager	21.05	21.52	22.10	22.56	23.05	23.54	24.10	24.57	25.06	25.55	25.94	26.27
VI	Operations Manager	21.05	21.52	22.10	22.56	23.05	23.54	24.10	24.57	25.06	25.55	25.94	26.27
V	M.S. Manager/Ferguson Hall Manager	19.66	20.08	20.59	21.09	21.55	22.04	22.56	23.00	23.44	23.92	24.28	24.56
IV	Assistant Manager	18.88	19.38	19.88	20.33	20.82	21.30	21.83	22.27	22.74	23.19	23.54	23.83
IIIA	Meals Account Manager	18.80	19.30	19.82	20.28	20.75	21.25	21.75	22.24	22.66	23.14	23.46	23.77
IIIB	Satellite Manager	18.80	19.30	19.82	20.28	20.75	21.25	21.75	22.24	22.66	23.14	23.46	23.77
I	Hourly Employee	17.96	18.22	18.48	18.78	19.00	19.34	19.52	19.85	20.31	20.77	21.07	21.34
<b>Longevity:</b>	<b>14th Year</b>												<b>\$1.00</b>
	<b>19th Year</b>												<b>\$1.00</b>
	<b>24th Year</b>												<b>\$1.00</b>
<b>Field Trips:</b>													<b>\$16.08</b>

**CLASSIFIED SALARY SCHEDULE 2024-2025 – 3.25%**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2024 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:  
Copy Center Classification**

	1	2	3	4	5	6	7	8	9	10	11	12
I Copy Center Asst.	21.12	21.62	22.10	22.54	22.96	23.42	23.86	24.37	24.88	25.36	25.74	26.06

**Administrative Assistant Classification**

IV H.S. Admin. Asst./ B&G / Transp.	26.76	27.22	27.68	28.11	28.60	29.02	29.46	29.96	30.56	31.17	31.62	32.02
III Building / Curriculum Admin. Asst.	25.22	25.67	26.17	26.61	27.08	27.54	27.95	28.39	28.95	29.56	30.00	30.37
II H.S. Student Activities Clerk	25.22	25.67	26.17	26.61	27.08	27.54	27.95	28.39	28.95	29.56	30.00	30.37
I Part-time Admin. Asst.	24.63	25.10	25.60	26.03	26.47	26.96	27.41	27.82	28.36	28.93	29.38	29.73

**Office Assistant Classification**

I Building / Department Office Assistant	19.70	20.10	20.59	21.09	21.52	21.94	22.49	22.88	23.32	23.79	24.15	24.47
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**Assistants Classification**

VI Media & Tech Assistant	25.22	25.67	26.17	26.61	27.08	27.54	27.95	28.39	28.95	29.56	30.00	30.37
V IMC Tech.	20.42	20.89	21.36	21.79	22.25	22.69	23.25	23.65	24.08	24.55	24.92	25.23
IV Skills Lab Technician	20.42	20.89	21.36	21.79	22.25	22.69	23.25	23.65	24.08	24.55	24.92	25.23
III Teacher Asst.	19.70	20.10	20.59	21.09	21.52	21.94	22.49	22.88	23.32	23.79	24.15	24.47
II Monitor Asst.	19.70	20.10	20.59	21.09	21.52	21.94	22.49	22.88	23.32	23.79	24.15	24.47
I Preschool Teacher Asst.	19.70	20.10	20.59	21.09	21.52	21.94	22.49	22.88	23.32	23.79	24.15	24.47

**Special Needs Assistant Classification**

II Instructional	20.64	21.02	21.51	21.97	22.49	22.85	23.33	23.79	24.24	24.73	25.11	25.40
I Transportation	19.70	20.10	20.59	21.09	21.52	21.94	22.49	22.88	23.32	23.79	24.15	24.47

**Registered Nurse Classification**

I Registered Nurse	27.15	27.67	28.11	28.54	28.95	29.45	29.91	30.41	31.21	32.00	32.48	32.87
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**Respiratory Therapist Classification**

I Respiratory Therapist	26.95	27.20	27.43	27.65	27.84	28.10	28.33	28.60	29.18	29.74	30.19	30.58
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**Sign Language Interpreter Classification**

I Sign Language Interpreter	26.95	27.20	27.43	27.65	27.84	28.10	28.33	28.60	29.18	29.74	30.19	30.58
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**ESL Assistant Classification**

I ESL Assistant - Instructional	20.64	21.02	21.51	21.97	22.49	22.85	23.33	23.79	24.24	24.73	25.11	25.40
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**Job Coach/Transition Coordinator Classification**

I Job Coach/Transition Coordinator	26.95	27.20	27.43	27.65	27.84	28.10	28.33	28.60	29.18	29.74	30.19	30.58
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**Custodial Classification**

II Head Custodian	22.22	22.69	23.25	23.73	24.21	24.63	25.16	25.61	26.10	26.63	27.03	27.35
I Custodian	21.33	21.79	22.33	22.85	23.32	23.79	24.22	24.79	25.32	25.83	26.19	26.54



**CLASSIFIED SALARY SCHEDULE 2024-2025 – 3.25% (CONTINUED)**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2024 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:**

**Mechanics Classification**

	1	2	3	4	5	6	7	8	9	10	11	12
III Head Mechanic	26.81	27.38	27.93	28.48	29.09	29.65	30.21	30.78	31.42	32.02	32.50	32.93
II Mechanic	24.99	25.16	25.51	25.93	26.30	26.66	27.03	27.43	27.96	28.52	28.95	29.31
I Mechanic Helper	22.67	23.17	23.70	23.94	24.49	24.99	25.46	25.96	26.49	27.04	27.46	27.81

**Groundskeeper & Courier Classification**

II Head Groundskeeper	23.76	24.28	24.87	25.38	25.92	26.35	26.92	27.38	27.93	28.50	28.92	29.28
I Groundskeeper & Courier	22.22	22.69	23.25	23.73	24.21	24.63	25.16	25.61	26.10	26.63	27.03	27.35

**Registrar Classification**

I H.S. Registrar	25.22	25.67	26.17	26.61	27.08	27.54	27.95	28.39	28.95	29.56	30.00	30.37
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**Maintenance Classification**

V Head Maintenance	26.81	27.38	27.93	28.48	29.09	29.65	30.21	30.78	31.42	32.02	32.50	32.93
IV Head HVAC Technician	26.81	27.38	27.93	28.48	29.09	29.65	30.21	30.78	31.42	32.02	32.50	32.93
III HVAC Technician	26.37	26.52	26.93	27.35	27.73	28.13	28.51	28.93	29.52	30.11	30.56	30.92
II Maintenance	24.99	25.16	25.51	25.93	26.30	26.66	27.03	27.43	27.96	28.52	28.95	29.31
I Maintenance Helper	22.67	23.17	23.70	23.94	24.49	24.99	25.46	25.96	26.49	27.04	27.46	27.81

**Transportation Classification**

III Dispatch. / Transp. Spec.	24.71	25.08	25.30	25.66	25.91	26.23	26.50	26.83	27.43	27.98	28.40	28.78
II Driver	24.71	25.08	25.30	25.66	25.91	26.23	26.50	26.83	27.43	27.98	28.40	28.78
I Crossing Attendant	17.98	18.38	18.71	19.17	19.56	19.95	20.30	20.67	21.09	21.52	21.83	22.10

**Student Nutrition Classification**

VII H.S. Manager	21.73	22.22	22.82	23.29	23.80	24.31	24.88	25.37	25.87	26.38	26.78	27.12
VI Operations Manager	21.73	22.22	22.82	23.29	23.80	24.31	24.88	25.37	25.87	26.38	26.78	27.12
V M.S. Manager/Ferguson Hall Manager	20.30	20.73	21.26	21.78	22.25	22.76	23.29	23.75	24.20	24.70	25.07	25.36
IV Assistant Manager	19.49	20.01	20.53	20.99	21.50	21.99	22.54	22.99	23.48	23.94	24.31	24.60
IIIA Meals Account Manager	19.41	19.93	20.46	20.94	21.42	21.94	22.46	22.96	23.40	23.89	24.22	24.54
IIIB Satellite Manager	19.41	19.93	20.46	20.94	21.42	21.94	22.46	22.96	23.40	23.89	24.22	24.54
I Hourly Employee	18.54	18.81	19.08	19.39	19.62	19.97	20.15	20.50	20.97	21.45	21.75	22.03

<b>Longevity:</b>	<b>14th Year</b>	<b>\$1.03</b>
	<b>19th Year</b>	<b>\$1.03</b>
	<b>24th Year</b>	<b>\$1.03</b>

**Field Trips: \$16.60**

**CLASSIFIED SALARY SCHEDULE 2025-2026 – 3.25%**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2025 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:**

**Copy Center Classification**

	1	2	3	4	5	6	7	8	9	10	11	12
I Copy Center Asst.	21.81	22.32	22.82	23.27	23.71	24.18	24.64	25.16	25.69	26.18	26.58	26.91

**Administrative Assistant Classification**

IV H.S. Admin. Asst./ B&G / Transp.	27.63	28.10	28.58	29.02	29.53	29.96	30.42	30.93	31.55	32.18	32.65	33.06
III Building / Curriculum Admin. Asst.	26.04	26.50	27.02	27.47	27.96	28.44	28.86	29.31	29.89	30.52	30.98	31.36
II H.S. Student Activities Clerk	26.04	26.50	27.02	27.47	27.96	28.44	28.86	29.31	29.89	30.52	30.98	31.36
I Part-time Admin. Asst.	25.43	25.92	26.43	26.88	27.33	27.84	28.30	28.72	29.28	29.87	30.33	30.70

**Office Assistant Classification**

I Building / Department Office Assistant	20.34	20.75	21.26	21.78	22.22	22.65	23.22	23.62	24.08	24.56	24.93	25.27
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**Assistants Classification**

VI Media & Tech Assistant	26.04	26.50	27.02	27.47	27.96	28.44	28.86	29.31	29.89	30.52	30.98	31.36
V IMC Tech.	21.08	21.57	22.05	22.50	22.97	23.43	24.01	24.42	24.86	25.35	25.73	26.05
IV Skills Lab Technician	21.08	21.57	22.05	22.50	22.97	23.43	24.01	24.42	24.86	25.35	25.73	26.05
III Teacher Asst.	20.34	20.75	21.26	21.78	22.22	22.65	23.22	23.62	24.08	24.56	24.93	25.27
II Monitor Asst.	20.34	20.75	21.26	21.78	22.22	22.65	23.22	23.62	24.08	24.56	24.93	25.27
I Preschool Teacher Asst.	20.34	20.75	21.26	21.78	22.22	22.65	23.22	23.62	24.08	24.56	24.93	25.27

**Special Needs Assistant Classification**

II Instructional	21.31	21.70	22.21	22.68	23.22	23.59	24.09	24.56	25.03	25.53	25.93	26.23
I Transportation	20.34	20.75	21.26	21.78	22.22	22.65	23.22	23.62	24.08	24.56	24.93	25.27

**Registered Nurse Classification**

I Registered Nurse	28.03	28.57	29.02	29.47	29.89	30.41	30.88	31.40	32.22	33.04	33.54	33.94
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**Respiratory Therapist Classification**

I Respiratory Therapist	27.83	28.08	28.32	28.55	28.74	29.01	29.25	29.53	30.13	30.71	31.17	31.57
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**Sign Language Interpreter Classification**

I Sign Language Interpreter	27.83	28.08	28.32	28.55	28.74	29.01	29.25	29.53	30.13	30.71	31.17	31.57
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**ESL Assistant Classification**

I ESL Assistant - Instructional	21.31	21.70	22.21	22.68	23.22	23.59	24.09	24.56	25.03	25.53	25.93	26.23
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**Job Coach/Transition Coordinator Classification**

I Job Coach/Transition Coordinator	27.83	28.08	28.32	28.55	28.74	29.01	29.25	29.53	30.13	30.71	31.17	31.57
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**Custodial Classification**

II Head Custodian	22.94	23.43	24.01	24.50	25.00	25.43	25.98	26.44	26.95	27.50	27.91	28.24
I Custodian	22.02	22.50	23.06	23.59	24.08	24.56	25.01	25.60	26.14	26.67	27.04	27.40

**CLASSIFIED SALARY SCHEDULE 2025-2026 – 3.25% (CONTINUED)**

**Beavercreek Classified Employees Association/OEA/NEA – Salary 2025 – BOARD Approved Effective 7/1/23 – 6/30/26.**

**CLASSIFIED PERSONNEL:**

**Mechanics Classification**

	1	2	3	4	5	6	7	8	9	10	11	12
III Head Mechanic	27.68	28.27	28.84	29.41	30.04	30.61	31.19	31.78	32.44	33.06	33.56	34.00
II Mechanic	25.80	25.98	26.34	26.77	27.15	27.53	27.91	28.32	28.87	29.45	29.89	30.26
I Mechanic Helper	23.41	23.92	24.47	24.72	25.29	25.80	26.29	26.80	27.35	27.92	28.35	28.71

**Groundskeeper & Courier Classification**

II Head Groundskeeper	24.53	25.07	25.68	26.20	26.76	27.21	27.79	28.27	28.84	29.43	29.86	30.23
I Groundskeeper & Courier	22.94	23.43	24.01	24.50	25.00	25.43	25.98	26.44	26.95	27.50	27.91	28.24

**Registrar Classification**

I H.S. Registrar	26.04	26.50	27.02	27.47	27.96	28.44	28.86	29.31	29.89	30.52	30.98	31.36
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**Maintenance Classification**

V Head Maintenance	27.68	28.27	28.84	29.41	30.04	30.61	31.19	31.78	32.44	33.06	33.56	34.00
IV Head HVAC Technician	27.68	28.27	28.84	29.41	30.04	30.61	31.19	31.78	32.44	33.06	33.56	34.00
III HVAC Technician	27.23	27.38	27.81	28.24	28.63	29.04	29.44	29.87	30.48	31.09	31.55	31.92
II Maintenance	25.80	25.98	26.34	26.77	27.15	27.53	27.91	28.32	28.87	29.45	29.89	30.26
I Maintenance Helper	23.41	23.92	24.47	24.72	25.29	25.80	26.29	26.80	27.35	27.92	28.35	28.71

**Transportation Classification**

III Dispatch. / Transp. Spec.	25.51	25.90	26.12	26.49	26.75	27.08	27.36	27.70	28.32	28.89	29.32	29.72
II Driver	25.51	25.90	26.12	26.49	26.75	27.08	27.36	27.70	28.32	28.89	29.32	29.72
I Crossing Attendant	18.56	18.98	19.32	19.79	20.20	20.60	20.96	21.34	21.78	22.22	22.54	22.82

**Student Nutrition Classification**

VII H.S. Manager	22.44	22.94	23.56	24.05	24.57	25.10	25.69	26.19	26.71	27.24	27.65	28.00
VI Operations Manager	22.44	22.94	23.56	24.05	24.57	25.10	25.69	26.19	26.71	27.24	27.65	28.00
V M.S. Manager/Ferguson Hall Manager	20.96	21.40	21.95	22.49	22.97	23.50	24.05	24.52	24.99	25.50	25.88	26.18
IV Assistant Manager	20.12	20.66	21.20	21.67	22.20	22.70	23.27	23.74	24.24	24.72	25.10	25.40
IIIA Meals Account Manager	20.04	20.58	21.12	21.62	22.12	22.65	23.19	23.71	24.16	24.67	25.01	25.34
IIIB Satellite Manager	20.04	20.58	21.12	21.62	22.12	22.65	23.19	23.71	24.16	24.67	25.01	25.34
I Hourly Employee	19.14	19.42	19.70	20.02	20.26	20.62	20.80	21.17	21.65	22.15	22.46	22.75

Longevity:	14th Year	\$1.06
	19th Year	\$1.06
	24th Year	\$1.06

Field Trips: \$17.14

**APPENDIX A - Level I Request for Informal Conference**

**BEAVERCREEK SCHOOL DISTRICT**

**CLASSIFIED STAFF**

**LEVEL I – REQUEST FOR INFORMAL CONFERENCE**

I hereby request a Level I Informal Conference to review and discuss what, in my opinion, is a grievance situation and to try to resolve the matter informally.

1. Name of Employee \_\_\_\_\_

2. Supervisor's Name \_\_\_\_\_

3. Date of submission of this Request \_\_\_\_\_

The Supervisor receiving this request shall arrange a conference with the employee within five (5) days after receipt of this form to review the matter.

Copies to: Director of Human Resources  
BCEA President

Updated: 08/17/17 dsj



**APPENDIX C - Level II Classified Grievance Form – Formal**

**BEAVERCREEK SCHOOL DISTRICT**

**LEVEL II – CLASSIFIED GRIEVANCE FORM – FORMAL**

Name of Employee \_\_\_\_\_ Date of Filing \_\_\_\_\_

School or Department \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Section of Agreement/Board Policy Violated/Misinterpreted/Misapplied: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Received by Supervisor \_\_\_\_\_

Signature

Date

Date of Level II Conference \_\_\_\_\_ Time \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

The supervisor receiving this request shall arrange a conference with the employee within five (5) days after receipt of this form to review the matter.

Copies to: Director of Human Resources  
BCEA President  
Grievant  
Supervisor

Updated: 8/17/17 dsj

**APPENDIX D - Formal Level III Classified Grievance Form**

**BEAVERCREEK SCHOOL DISTRICT**

**DIRECTOR OF BUSINESS SERVICES – FORMAL  
LEVEL III – CLASSIFIED GRIEVANCE FORM**

Name of Employee \_\_\_\_\_ Date of Filing \_\_\_\_\_

School or Department \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Date of Level II Conference \_\_\_\_\_ Supervisor \_\_\_\_\_

At Level II Conference

Statement of Grievance: \_\_\_\_\_

Section of Agreement/Board Policy Violated/Misinterpreted/Misapplied: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Received by Director of Human Resources \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date of Conference \_\_\_\_\_ Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Human Resources

Copies to: Grievant  
Supervisor  
Superintendent  
Director of Human Resources  
BCEA Representative/President

Updated: 8/17/17 dsj





**APPENDIX F - Application for Use of Personal Leave**

**BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431**

**APPLICATION FOR USE OF PERSONAL LEAVE**

Employee Name \_\_\_\_\_ Date of Application \_\_\_\_\_

No. Days Requested \_\_\_\_\_ Building or Department \_\_\_\_\_

I hereby request Personal Leave beginning \_\_\_\_\_ A.M./P.M., \_\_\_\_\_  
Month Day Year

Ending \_\_\_\_\_ A.M./P.M., \_\_\_\_\_  
Month Day Year

Action: \_\_\_ Approval \_\_\_ Disapproval

\_\_\_\_\_  
Signature of Employee

If disapproval recommended, state reason: \_\_\_\_\_

\_\_\_\_\_

Copies: Payroll (original)  
Supervisor  
Director of Human Resources

\_\_\_\_\_  
Signature of Supervisor

Updated: 08/17/17 dsj

**APPENDIX G - Application for Leave of Absence**

**BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431**

**CLASSIFIED STAFF**

**APPLICATION FOR LEAVE OF ABSENCE**

**SUBMIT:** Four Copies to Director of Human Resources Through Supervisor Date: \_\_\_\_\_

**FROM:** \_\_\_\_\_ **School or Dept.:** \_\_\_\_\_

**Date Requested Leave Starts:** \_\_\_\_\_ **Ends:** \_\_\_\_\_  
Month Date Year Month Date Year

**What type of Leave? (Check)**

<input type="checkbox"/> Medical	<input type="checkbox"/> Office in State or Natl. Professional Organization Limited _____ #Days
<input type="checkbox"/> Maternity/Child Care	<input type="checkbox"/> Compulsory
<input type="checkbox"/> Military	<input type="checkbox"/> Assault
<input type="checkbox"/> Jury Duty	<input type="checkbox"/> Other
<input type="checkbox"/> Family and Medical	

Please attach all required information including doctor's statement, copies of verification of office, etc., as required by applicable provision of agreement.

# of Days Paid \_\_\_\_\_ # of Days Unpaid \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Recommendation:  Approval  Disapproval

If disapproval recommended, state reason: \_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

Action:  Approve  Disapprove

\_\_\_\_\_  
Director of Human Resources Date

Copies: Payroll, Employee, Supervisor, Director of Human Resources

Updated: 8/17/17 dsj



**APPENDIX I - Application for Use of Sick Leave**

BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431

**APPLICATION FOR USE OF SICK LEAVE**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

No. Days Requested \_\_\_\_\_ Building or Department \_\_\_\_\_

I hereby request sick leave beginning \_\_\_\_\_ a.m./p.m. \_\_\_\_\_ and ending  
\_\_\_\_\_ a.m./p.m. \_\_\_\_\_ for the following reasons:  
Month Day Year Month Day Year

\_\_\_\_ 1. Personal Illness/Injury (Describe): \_\_\_\_\_

\_\_\_\_ 2. Serious Illness, or Injury to member of immediate family (Describe): \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

\_\_\_\_ 3. Exposure to Contagious Disease

\_\_\_\_ 4. Disability due to Pregnancy

\_\_\_\_ 5. Other. (Describe): \_\_\_\_\_

I swear or affirm that the above statements are true.

\_\_\_\_\_  
Signature of Employee

To be completed by employee:

When it becomes necessary to consult with a physician, or be under a physicians professional care, complete the following:

\_\_\_\_\_  
Date(s) of Visit

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address of Physician

(EMPLOYEE NEED NOT HAVE DOCTOR'S SIGNATURE)

Copies: Payroll  
Supervisor  
Employee

Updated: 8/17/17 dsj



**APPENDIX K - Request for Emergency Leave**

**BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431**

**CLASSIFIED STAFF  
REQUEST FOR EMERGENCY LEAVE**

**SUBMIT:** Four (4) copies to the Director of Human Resources through Supervisor as soon as possible.

**DATE:** \_\_\_\_\_  
(Today's Date)

**FROM:** \_\_\_\_\_ **SCHOOL/DEPARTMENT:** \_\_\_\_\_  
(Name)

**(1) Date(s) Requested:** From \_\_\_\_\_ to \_\_\_\_\_  
Month Day Year Month Day Year

\_\_\_\_\_  
½ Day or Full Day(s)

**(2) Reasons:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

**Action:** \_\_\_\_ Approval \_\_\_\_ Disapproval

**If disapproval recommended, state reason:**

\_\_\_\_\_

\_\_\_\_\_  
**Supervisor** Date

**Action:** \_\_\_\_ Approval \_\_\_\_ Disapproval (check one)

\_\_\_\_ Paid \_\_\_\_ Unpaid (check one)

\_\_\_\_\_  
Director of Human Resources Date

**Leave form should be submitted as soon as possible after the employee becomes aware that emergency leave is necessary. This allows time to obtain a substitute.**

**Copies:** Employee  
Payroll  
Director of Human Resources  
Supervisor

Updated: 8/17/17 dsj

**APPENDIX L - Sick Leave Bank Participation Application**

**BEAVERCREEK SCHOOL DISTRICT**

**SICK LEAVE BANK PARTICIPATION APPLICATIONS**

**Date:** \_\_\_\_\_  
**TO:** Superintendent or Designee  
**FROM:** \_\_\_\_\_  
(Your Name)  
**RE:** Sick Leave Bank

---

\_\_\_\_\_ I wish to participate in the Sick Leave Bank (S.L.B.). I understand that one (1) day sick leave will be deducted from my accumulated total and that I may be assessed at a later time for additional days. I also understand that I am eligible to benefit from the S.L.B. if and when there is a need and the proper procedures set forth are followed.

\_\_\_\_\_ I do not wish to participate in the S.L.B. and fully understand that I will not be eligible for any benefits derived from this bank.

**A. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:**

**"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and are binding and not subject to grievance. I further agree to abide by such decisions and to indemnify and hold harmless the Beaver Creek City School District and the Beaver Creek Classified Employees Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by the concerning this application."**

**B. When an employee makes a donation to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.**

**This form must be returned to the Superintendent or Designee prior to October 1.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
School/Department

Updated: 8/17/17 dsj

**APPENDIX M - Application for Sick Leave Bank Use**

**BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431**

**EMPLOYEE APPLICATION FOR SICK LEAVE BANK USE**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Number of Sick Days Used this School Year \_\_\_\_\_

Number of Sick Days Used for Current Illness \_\_\_\_\_

Employee's Reason for Request (be specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimate of Additional Days Needed \_\_\_\_\_

Name of Attending Physician \_\_\_\_\_

Address of Attending Physician \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Attending Physician \_\_\_\_\_

**Please submit request to Superintendent or Designee.**

Updated: 8/17/17 dsj



**APPENDIX N - Physician's Verification**

**BEAVERCREEK SCHOOL DISTRICT  
3040 Kemp Road  
Beavercreek, Ohio 45431**

**PHYSICIAN'S VERIFICATION**

\_\_\_\_\_ is unable to perform his/her duties and requires extended sick leave because (Please be specific with diagnosis and description of complications):

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

Requires non-elective surgery which cannot be postponed until the end of the school year. Nature of procedure:

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

The patient has been under my care for (length of time in months and years):

\_\_\_\_\_

This patient has been under my care for the present illness for (length of time): \_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date

I give my physician permission to release the above requested medical information.

\_\_\_\_\_  
Employee's Signature

Submit this request to the Office of the Director of Human Resources, Beavercreek City Schools, 3040 Kemp Road, Beavercreek, Ohio 45434.

Updated: 8/17/17 dsj

**APPENDIX O - Drug Alcohol Testing for CDL-Licensed Beaver Creek School District  
Employees**

The Beaver Creek BOARD of Education believes the safety of students while being transported to and from school or school activities is of paramount importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with District vehicles, must be mentally and physically alert at all times while on duty. To that end, the BOARD has established this policy and others related to employees' health and well-being.

The Beaver Creek BOARD of Education directs the Superintendent to develop a drug/alcohol testing program for those employees required to drive District vehicles as determined by the Superintendent in compliance with federal and State laws and regulations.

The Superintendent or his/her designee shall implement the program and each effected individual shall be given a copy of this policy. Each effected individual must sign a statement acknowledging receipt of a copy of the policy and acknowledging that the District providing training.

Adoption Date:

Legal References:     OAC 3301-83-087  
                              PL 102-143 Omnibus Transportation  
                              Employee Testing Act  
                              49 CFR Part 40  
                              49 CFR Part 391  
                              49 CFR Part 653  
                              39 CFR Part 382

**Drug Testing Program (CDL Holders)**

The purpose of the District's drug-testing program is to institute and maintain a drug-free work force and to provide a work place that is free from the illegal and improper manufacture, distribution, dispensing, possession, sale and use of alcohol and controlled substances.

The program will assist Commercial Driver's License (CDL) holders in understanding and avoiding the perils of illegal drug use and controlled substance abuse. The District will provide a drug-free awareness program as an on-going educational effort to inform CDL license holders about:

- A.     the dangers of illegal drug use and controlled substance abuse;
- B.     the BOARD's policy on drug-free schools, drug testing, and others related to the use of controlled substances;
- C.     the availability of treatment and counseling for employees who voluntarily seek such assistance; and

- D. the sanctions the District will impose for violations of its policies related to the program.

Definitions

- A. The term "illegal drug" means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State and local laws and regulations.
- B. The term "controlled substance" includes an illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.
- C. The term "controlled substance abuse and alcohol misuse" includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
- D. The term "safety-sensitive" functions includes all tasks associated with the operation and maintenance of District vehicles which require possession of a CDL.
- E. The term "CDL license holder" means all regular and substitute bus drivers, and other staff members who may drive District vehicles (which requires a CDL to operate or inspect, repair, and maintain these District vehicles).
- F. The term "while on duty" means all such time from the time the CDL license holder begins to work or is required to be in readiness for work until that time he/she is relieved from work and all responsibility for performing work.

District Coordinator

The Supervisor of Transportation is the coordinator of the District's CDL licensee drug-testing program and the person to be contacted for answers to any questions that a staff member may have.

Supervisors will be trained in drug abuse recognition and the District's procedures for handling and assisting CDL license holders who are subject to the effects of illegal drug use or controlled substance abuse.

**Rules Related to the Drug-Testing Program**

The following applies to all District employees who, in the course of their duties, operate vehicles requiring the possession of a CDL license (hereinafter called "CDL license holders").

All CDL license holders must abide by BOARD policies and procedures related to drug use and drug testing, including these rules.

Possession/Use/Sale/Distribution

No CDL license holder shall possess, use, sell, or distribute alcohol or engage in illegal possession, use, sale, or distribution of drugs while on duty, operating a District vehicle, or performing a safety-sensitive function.

Pre-Duty Use

No CDL license holder shall perform safety-sensitive functions or operate a District vehicle within four (4) hours after using alcohol and shall not be currently involved in illegal use of drugs.

Use Following an Accident

No CDL license holder required by Federal law to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substances Test

No CDL license holder shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, a return to duty test, or a follow-up alcohol or controlled substances test required by Federal law. Refusal to submit to a drug or alcohol test is considered a positive test. The District shall not permit a CDL license holder who refuses to submit to such tests to perform or continue to perform safety-sensitive functions or operate a District vehicle. A refusal of any employee to fully cooperate, sign any required document, submit to any required test or follow any prescribed course of substance abuse treatment shall be in violation of BOARD policy.

Controlled Substances Use

No CDL license holder shall report for duty or remain on duty when the CDL license holder uses any controlled substances, except when the use is prescribed by a physician who has advised the CDL license holder that the substance does not adversely affect the CDL license holder's ability to safely operate a District vehicle or perform safety-related functions.

Authorized Use of Prescribed Medicine

A CDL license holder undergoing prescribed medical treatment with any controlled substance must ascertain from his/her physician whether that controlled substance might impair his/her physical or mental ability to safely operate a motor vehicle or perform safety-sensitive duties. If

impairment is indicated, the employee must report this treatment to his/her supervisor and request appropriate leave.

### General Rules

Appropriate disciplinary measures will be imposed if a CDL license holder:

- A. fails to enroll, when requested by the District, in an alcohol or other drug treatment or counseling program and/or fails to adhere to the requirements of the program, the employee will be discharged;
- B. is indicated under any criminal drug statute for a violation occurring in the work place or outside the work place, the employee will be suspended without pay. If the employee is found not guilty or indictment is discharged, he/she will be reinstated with back pay;
- C. is convicted under any criminal drug statute for a violation occurring in the work place or outside the work place, the employee will be discharged;
- D. fails to notify his/her supervisor of any indictment or conviction under criminal drug statute within five (5) days of the event, the employee will be discharged;
- E. does not comply with rules, regulations, and requirements of a rehabilitation program, the employee will be discharged; or
- F. does not comply with any other rules and regulations of these procedures, the employee will be subject to disciplinary procedures as listed in the Agreement.

### Consequences for Violation of the Drug-Free Policy

In addition to any disciplinary action, the District may, in its sole discretion, refer the CDL license holder to a treatment or counseling program for illegal drug use, controlled-substance abuse, or alcohol misuse. CDL license holders referred to such a program by the District must immediately cease any illegal drug use, controlled-substance abuse, or alcohol misuse, must consent to unannounced testing, and must comply with all other conditions of the treatment or counseling program. Any CDL license holder who tests positive shall be prohibited from driving any school vehicle until said employee has successfully completed a rehabilitation program and tests negative. The Director of Human Resources shall, at his/her discretion, reassign the employee to a non-safety sensitive position while the employee is undergoing outpatient rehabilitation. The employee's hours and rate of pay will remain the same. Costs associated with a referral, assessment, and/or treatment shall be the employee's responsibility.

After successful completion of all rehabilitation assessment and treatment requirements, the CDL license holder will be returned to the position previously held and will, again, be subject to the

testing program which applies to CDL license holders as well as follow-up testing of at least six (6) times in the next twelve (12) months after return to duty.

### **Testing for Alcohol and Controlled Substances**

The District has established a testing program for alcohol, illegal drugs, and controlled-substances for all CDL holders and will, in its sole discretion, determine and may, at any time, change the requirements, extent, and frequency of CDL holders' testing, provided such changes shall comply with Federal and State statutes.

#### General Procedures

##### A. Employee Testing

1. All employees who possess a CDL are subject to testing for alcohol and the following drugs or drug categories:
  - a. Amphetamines
  - b. Cocaine
  - c. Marijuana
  - d. Opiates
  - e. Phencyclidine (PCP)
2. All procedures and collection methods will conform to appropriate Federal and/or State regulations. All test results shall be maintained under the strictest confidentiality. All individuals tested under this policy will have the right to request, in writing, a copy of the test results.
3. All drug testing is done by urine testing in accordance with Federal guidelines (49 CFR Part 40). The actual urine test is conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration. The BOARD of Education and service provider are in accord with these mandates.
4. The employee provides a urine specimen in a location that affords privacy. The collector seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to the drug testing laboratory.

NOTE: United States Department of Transportation guidelines mandate that adulteration of any drug test will require a second witnessed test.

5. The Omnibus Transportation Employee Testing Act of 1991 requires that drug testing procedures include a "split" specimen. Each urine specimen is subdivided into two bottles labeled as a "primary" and "split" specimen.

**APPENDIX O**  
continued

Both bottles are sent to the laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee may request the laboratory to send the split specimen to another certified laboratory for analysis.

6. When necessary, a referral will be made to a physician to evaluate an employee for a "shy bladder" or "shy lung".
- B. Test sample collection site personnel will afford applicants and CDL license holders the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. Failure of any applicant or staff member to adequately establish a legal basis for the use of any drug or controlled substance with respect to which he/she tests positive shall constitute a violation of these rules.
  - C. Applicants and CDL license holders subject to testing must, prior to testing, sign an approved form agreeing to the testing, authorizing the release of test results to the Medical Review Officer (MRO), and authorizing the disclosure of the results by the MRO to the District Coordinator. The MRO will obtain the results of the analyses and communicate or disclose such results to that representative in accordance with the District's policies and procedures. The MRO, however, shall disclose only whether the test was negative or positive and, if positive, the drug(s) at issue.
  - D. When the result of a drug test is positive, the employee must be removed from duty. However, prior to reporting a drug test result as positive, the MRO must contact the testee to rule out other possible reasons for the positive test. If the MRO cannot contact the employee directly within three (3) days, he/she will direct the District Coordinator to advise the employee to make contact with the MRO. Retesting of any split test sample shall be at employee's expense. If a retest sample is returned with a negative result, the entire series of tests will be assumed to be negative.
  - E. The District may use such information in connection with District business and for purposes of employment and disciplinary actions and may disclose it, when required, to Government agencies and to others upon valid legal requests.
  - F. The procedures that will be used for the testing of alcohol and drug use shall protect the CDL license holder and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct staff member in accordance with all U.S. DOT requirements.

- G. Those who test positive for alcohol at concentrations of 0.02 or more, but less than 0.04, shall be prohibited from performing any safety-sensitive functions and shall remain off duty at least 24 hours. Such leave shall be non-disciplinary, but without pay. Those employees who test positive for alcohol at 0.04 or greater will be prohibited from performing safety sensitive duties and placed in a leave without pay status. Such employees will be referred to a substance abuse professional or counseling/treatment program for assessment/evaluation and follow-up alcohol testing. The second instance of either illegal drug use, controlled substance abuse, or alcohol misuse will result in employee termination.
- H. The District will establish and maintain any and all additional testing programs and requirements deemed necessary or appropriate to comply with applicable rules and regulations of all government agencies.

#### Pre-Employment Testing

Prior to employment or upon receipt of CDL license, if already employed, each CDL license holder shall undergo testing for alcohol and controlled substances. Employment with the District is contingent upon the applicant's receipt of negative drug and alcohol tests.

An applicant must provide the District with a signed consent form permitting the District to obtain employee records from previous employers covering the prior two- (2) year period. The Supervisor of Transportation/appropriate supervisor shall contact the previous employer(s) and obtain employee data from any alcohol and/or controlled substances testing program(s) in which the CDL license holder participated and obtain the following information:

1. Name and address of the program;
2. Verification that the CDL license holder participated in the program;
3. Verification that the program conforms to Federal law;
4. Verification that the CDL license holder is qualified as described above and has not refused to be tested for alcohol and controlled substances;
5. The date the CDL license holder was last tested for alcohol and controlled substances; and
6. The results of any tests taken within the previous six (6) months and/or any other use violations.

#### Post-Accident Testing

- A. As soon as practicable following an accident involving a District vehicle, the District shall test each surviving CDL license holder for alcohol and controlled substances:



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continued

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2. If one or more persons required medical treatment away from the accident scene; or
3. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
4. Who receives a citation under State or local law for a moving traffic violation arising from the accident.

**B. Alcohol Tests**

If a test is not administered within two (2) hours following the accident, the Supervisor of Transportation, Director of Human Resources, or appropriate supervisor shall file a record stating the reasons the test was not promptly administered. If a test is not administered within eight (8) hours following the accident, the test shall not be administered, and the record shall indicate the reasons why the test was not administered. The record shall be submitted to the Federal Highway Administration (FHWA) upon request.

**C. Drug Tests**

If a test is not administered within thirty-two (32) hours following the accident, the Supervisor of Transportation, Director of Human Resources, or appropriate supervisor shall cease attempts to administer the test and file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request.

A CDL license holder who is subject to post-accident testing shall remain readily available for such testing or shall be deemed by the District to have refused to submit to testing. The required testing shall not delay necessary medical attention for injured people following an accident or prohibit a CDL license holder from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

**D. Random Testing**

The District participates in random drug and alcohol testing through the contracted agency. Each year, twenty-five percent (25%) of the average number of safety-sensitive positions shall be subject to random alcohol testing and fifty percent (50%) shall be subject to random drug testing. The percentage tested may vary according to U.S. DOT requirements.

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continued

The selection of CDL license holders for random alcohol and controlled substances testing shall be made by a scientifically valid method provided by the District's contracted drug and alcohol testing agency. Under the selection process used, each CDL license holder shall have an equal chance of being tested each time selections are made.

The District Coordinator shall ensure that random alcohol and controlled substances tests are unannounced and the dates for such tests are spread reasonably throughout the calendar year.

Each CDL license holder who is notified of selection for random alcohol and/or controlled substances testing shall be relieved of any job responsibilities as soon as possible and proceed immediately to the location designated for the test.

The Director of Human Resources shall receive the list of employees selected for random testing and shall provide said list to the Supervisor of Transportation only if the Supervisor of Transportation is not on the list. If the Supervisor of Transportation is on the list, the Supervisor of Transportation shall immediately report for random testing before handling the random testing of other employees on the list. Other testing of the Supervisor of Transportation shall be directed and/or supervised by the Director of Human Resources. This shall be applicable as long as the Supervisor of Transportation is a holder of a CDL.

**Reasonable Suspicion Testing**

The District shall require a CDL license holder to submit to a drug and/or alcohol test when the Supervisor of Transportation, Director of Human Resources, or appropriate supervisor has reasonable suspicion to believe the CDL license holder is under the influence of alcohol or a controlled substance. Such reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the CDL license holder.

A CDL license holder may be directed by the Supervisor of Transportation, Director of Human Resources, or appropriate supervisor to undergo reasonable suspicion testing only while the CDL license holder is performing, just before he/she is to perform, or just after performing safety-sensitive functions or operating a District vehicle.

Individual to be tested cannot drive himself/herself to/from the test sample collection site.

The time periods and record-keeping requirements for such testing are the same as those required for post-accident testing.

The employee shall not operate or perform safety-sensitive functions until:

**APPENDIX O**  
continued

1. an alcohol test is administered and the employee's alcohol concentration measures less than 0.02 percent or until 24 hours has elapsed; and
2. a drug screen is performed and a confirmed negative test result is obtained.

The referring supervisor shall file a signed, written record of the observations leading to a controlled-substance, reasonable-suspicion test within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

Return-to-Duty Testing

The Supervisor of Transportation, Director of Human Resources, or other appropriate supervisor shall ensure that before a CDL license holder returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, he/she is evaluated by a Substance Abuse Professional and participated in any assistance program prescribed.

Return-to-duty tests will be confined to the substance involved in the violation. If the Substance Abuse Professional determines that an employee needs assistance with a poly-substance abuse problem, the Substance Abuse Professional may require, for example, alcohol tests to be performed along with the required drug tests after the driver has violated the drug testing prohibition.

After engaging in prohibited conduct regarding drug use, the employee shall undergo a return-to-duty drug test before performing any safety-sensitive function. The test must indicate a verified negative result for drug use.

Follow-Up Testing

If the CDL license holder is receiving assistance in resolving problems associated with alcohol misuse and/or use of controlled substances from a qualified, substance-abuse professional, he/she shall be subject to unannounced follow-up alcohol and/or controlled substances testing as determined by the Substance Abuse Professional and consisting of at least six (6) tests within the first twelve (12) months of his/her return to duty.

Follow-up testing may be done for up to sixty (60) months. The Substance Abuse Professional can terminate the requirement for follow-up in excess of the minimum at any time if the Substance Abuse Professional determines that testing is no longer required.

**Information Procedures**

All employees will be provided with training and information relative to these procedures.

## APPENDIX P - Safety Policy Statement

### **Beavercreek City Schools Safety Policy Statement**

We have always, and shall continue, to hold safety as one of our most important responsibilities in the operation of this District. We firmly believe that all of our functions, and safety, go hand in hand, and that a safe working environment leads to improved operations and functionality. At this time, every employee in this District must place a renewed effort on safety.

The following rules have been prepared for the protection of every employee. All employees will receive a copy of these rules and will practice and abide by the letter and intent of them.

No rulebook can cover every situation. When in doubt about a situation, condition or procedure, **ASK YOUR SUPERVISOR!** Under no circumstances are you to risk injury to yourself, a fellow worker or a student in performing your duties.

It will not always be easy to comply with these rules; nothing worthwhile is ever easy. However, with your help and cooperation, we can make this District a safer place to carry out our responsibilities.

Paul Otten  
Superintendent

**Supervisor's Responsibilities**

1. To set examples of safe practices by their own conduct.
2. To investigate and correct, or have corrected, promptly, unsafe conditions which have come to their attention.
3. To know, observe and enforce all the general safety rules and such special instructions as are set up for their department, building, section or area.
4. To thoroughly acquaint each employee with safety instructions and practices.
5. To take part in workplace safety and health program activities and contribute to their success.
6. To investigate and report all personnel injuries and illnesses sustained on the job by the personnel within their area of responsibility (OSHA Form 101).
7. To investigate and report all property damage incidents.
8. To welcome and utilize, as far as practical, the safety suggestions which may be made by employees.
9. To thoroughly instruct new personnel on safety and provide follow-up observations to assure compliance.
10. To see that the employees have and use, as applicable, any personal protective gear or equipment as may be required for certain functions and operations.
11. To see that all tools and equipment are, and remain, in safe and proper working condition.

**Beavercreek City School District  
Safety Rules**

The Beavercreek City School District BOARD of Education and its Administration intends to provide a safe and healthy working environment. To do this, we must constantly be aware of conditions in each and every employees' work area that can produce injuries. No employee is required to work at a job that is not safe or healthful. Employee cooperation in detecting hazards, and in turn controlling them, is everyone's responsibility. The following general rules and procedures govern all employees and all company operations.

General Directives:

1. All employees of the District, by Law (Section 5[b] Occupational Safety and Health Act of 1970) shall follow these safety rules and practices. Employees must inform their supervisor immediately of any situation beyond their ability or authority to correct.
2. Supervisors shall insist that employees observe and obey every safety rule, regulation, and order as necessary for the safe conduct of the work and shall take such action as is necessary to obtain compliance.
3. Only qualified and/or certified employees may operate any piece of industrial equipment or machinery requiring more than 110 volts, or any engine driven piece of equipment.
4. Anyone known to be under the influence of alcohol and/or drugs shall not be allowed on District property while in this condition. Anyone suspected of being under the influence may be required to submit to testing in accordance with the applicable bargaining unit negotiated agreement.
5. No one shall knowingly be permitted or required to work while his or her ability or alertness is so impaired by fatigue, illness, or other cause that they might expose themselves or others to injury.
6. Work shall be planned and supervised to prevent injuries in all work processes, particularly when working with equipment and handling heavy materials.
7. Employees shall immediately report any personal injury or damage to property to their supervisor, no matter how trivial, regardless of the amount of damage and irrespective of cause or fault.

**General Safety Rules**

1. Be alert to see that all guards and protective devices, including grounding plugs are in their proper place and operating condition. Report all deficiencies promptly to your supervisor.
2. Horseplay, scuffling and other acts which tend to endanger the safety or well-being of employees are prohibited.
3. Follow safety rules applicable to your particular job, using, as applicable, any safety devices and/or protective gear as may be appropriate and as directed.
4. Do not use equipment, or reset breakers, that have been tagged out, until tags have been removed by authorized personnel.
5. Obey all posted warning and/or instructional notices related to safety.
6. Every employee is responsible for housekeeping in their particular work area(s) and must keep them free of hazards.
7. The access to all fire extinguishers, sprinkler valves, electrical panel boxes and exits must be kept clear at all times. Report any such blockage to your supervisor.
8. Smoking anywhere on District property is prohibited.
9. Report to your supervisor any missing fire extinguisher or damage fire suppression device or signal activation device.
10. All aisles and passageways must be kept clear and open for traffic.

These rules are not meant to be all-inclusive; additions to, and deletions from, or modifications will be made anytime it is necessary to enhance the safety and well-being of all personnel.

**Beavercreek City Schools  
Acknowledgment of Safety & Health  
Compliance Requirements**

This is to acknowledge that I have been given a copy of the SUPERVISORY rules and regulations which are applicable to me on my job and as a District employee. I further understand that this certificate will be maintained in my personnel file for the duration of my employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Building/Department \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_



**Beavercreek City Schools  
Acknowledgment of Safety & Health  
Compliance Requirements**

This is to acknowledge that my supervisor has given me a copy of the GENERAL rules and regulations which are applicable to me on my job and as a District employee. I further understand that this certificate will be maintained in my personnel file for the duration of my employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Building/Department \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

### **Safety Violation Procedures**

Violations of safety procedures will generally be dealt with on a progressive discipline basis as provided for in the respective bargaining unit's negotiated agreement.

Safety violations will be considered "active" for a period of two (2) years. After this period, they will be removed from the personnel file.

Any District Manager or Supervisor is authorized to issue safety violation notices, regardless of the employee's department or building. Any and all appeals of such violation notices will be handled by the respective grievance procedure contained in the negotiated AGREEMENT, or in accordance with the law for non-bargaining unit employees.

**Buildings and Grounds, Maintenance & Mechanics**  
**Safety Rules**

1. Do not use electrical tools or equipment that is not properly grounded or double insulated. All electrical extension cords used must also be equipped with a proper third wire ground.
2. Do not use gasoline or kerosene for cleaning purposes. Only approved safety solvents can be used for this purpose.
3. You are responsible for the condition and proper use of all hand tools used in the performance of your job duties.
4. Lockout and tagout all energy sources on machinery before cleaning, repairing or adjusting.
5. Guards or safety devices are not to be removed except for the purpose of making repairs or cleaning and must be replaced immediately thereafter.
6. Safety belts and a lanyard must be worn with the lanyard attached to cage/basket of any elevated equipment you are working from.
7. Cylinders of compressed gas, such as oxygen, acetylene and propane shall be, chained or otherwise secured in an upright position, and valve caps must be securely in place. Oxygen and fuel gas cylinders shall not be stored together; they shall be separated by at least twenty (20) feet or a five (5) foot wall with at least a one-half (1/2) hour fire resistance rating.
8. Ladders shall be maintained in good condition. All ladders not in good repair will be identified to your supervisor and tagged to preclude use.
9. Only power activated tools approved by your supervisor shall be used.
10. Never use compressed gas for blowing off your body or clothing. To use compressed air for blowing off anything else, you must have an approved nozzle that reduces air pressure to 30 PSI.
11. Defective slings (nylon web, chain or wire rope) will not be used. They will be tagged and turned over to the supervisor for proper disposal.
12. When cutting or welding, a fire extinguisher must be immediately available (at hand), and fire watches, if necessary, must be in place.
13. When gas cylinders are in use they must be secured to a cart with a chain. Regulators must be installed between the cylinder and hose. A check valve shall be installed between the hose and the torch.

**APPENDIX P**  
continued

14. Only District approved ladders or stands, in good condition, shall be used for overhead work.
15. Keep flammable liquids in the original or a proper container designed for this purpose. Open containers of flammables are prohibited. Storage must be in a proper designated area.
16. When doing any grinding, face shields, along with safety glasses, are required.
17. Extension cords may not be used as permanent wiring.
18. When working on electrical boxes, all covers must be replaced when work is completed or the work area is going to be left unattended for any period of time.

**Beavercreek City Schools  
Acknowledgment of Safety & Health  
Compliance Requirements**

This is to acknowledge that my supervisor has given me a copy of the MAINTENANCE/GROUNDS/MECHANICS rules and regulations which are applicable to me on my job and as a District employee. I further understand that this certificate will be maintained in my personnel file for the duration of my employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Building/Department \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

**Bus Driver and Assistant  
Safety Rules**

All District bus drivers and assistants are expected to comply with the requirements and directions contained in the State of Ohio's "Pre-Service School Bus Driver Training Manual" and any specific supplementary guidance/direction provided by the Supervisor of Transportation.

Any and all questions as to applicability and interpretation of direction contained in the "manual" or supervisory direction will be brought to the attention of the supervisor immediately.

Under no circumstance will a vehicle considered to be unsafe be placed in operation. All such vehicles will be reported to the supervisor for resolution.

Drivers and assistants must always be cognizant of the responsibility they have for assuring vehicles, and the vehicle's safety equipment and systems are in good operating condition, and that the vehicles are operated in a safe and responsible manner.

**Beavercreek City Schools  
Acknowledgment of Safety & Health  
Compliance Requirements**

This is to acknowledge that my supervisor has given me a copy of the DRIVER and ASSISTANTS rules and regulations which are applicable to me on my job and as a District employee. I further understand that this certificate will be maintained in my personnel file for the duration of my employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Building/Department \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

**Student Nutrition  
Safety Rules**

Using Knives:

1. Use the right knife for the job.
2. Knives are stored in a knife rack, magnetized wall rack or special knife drawer.
3. Knives to be washed are left on the drain board and not dropped into sinks of soapy water where they cannot be seen.
4. Knives are cleaned with the blade pointed away from the body.
5. Clean, sanitized cutting boards are to be available and used at every workstation where knives are used.
6. Knives are placed on a surface for the next person to pick up, not handed from one person to another.
7. Knives are never used for opening cans, boxes, and jar lids or for prying frozen items apart.
8. Boxes are opened with a box cutter with a retractable blade.
9. When walking with a knife, hold the knife by the handle to the side of the body with the blade pointed to the rear and the point down.
10. Let a falling (dropped) knife fall; do not attempt to catch it.

Using Cutting Tools and Equipment:

1. Machines are operated only when the proper guards are in place.
2. The mixer must be stopped before stirring food in the bowl or scraping the sides of the bowl.
3. The safety hood must be placed over the chopper after each use and each cleaning.
4. Equipment must be turned off if the operator has to move away from the equipment.
5. Electrical equipment is to be disconnected before any disassembly or cleaning begins and is not to be reconnected until reassembly is complete.
6. After cleaning, the responsible employee must check the equipment for proper operation, before it is placed back into use.



7. Box Cutter Use:
  - a. Use a sharp blade.
  - b. Expose the blade as little as possible.
  - c. Press the exposed blade across the parts of the box to be cut. Do not force the cut.
  - d. Keep hands and body out of the way of the blade.
  - e. When finished with the blade, retract it completely. Do not set the box cutter down with the blade exposed.

Safety with Sharp Objects:

1. The can opener must be in good repair so that it cuts sharply and does not leave ragged edges.
2. Cutting edges of foil and plastic wrap boxes are used only as designed and handled with care when moving.
3. Sharp tools in the kitchen must be identified and employees need to have been trained to safely use them.
4. Broken glass must be picked with the appropriate tools, not with bare hands.

Safe Chemical Use:

1. Cleaning chemicals are to be stored in a separate area away from food.
2. The chemical storage area is to be kept secure.
3. Chemicals are to be stored in, and used from (dispensed from), only their original containers.
4. Chemical container lids are to be tight and must prevent odors and/or vapors from escaping.
5. Chemicals must be stored away from heat sources.
6. Each chemical used must have a Safety Data Sheet (SDS) available in a designated location in each kitchen, known to and available to each employee.
7. All employees who use cleaning chemicals must have read the MSDS for that chemical prior to its use.
8. Employees must read the label for each chemical used, prior to its use.

**APPENDIX P**  
continued

9. Chemical label warning will be followed, and the chemical will be used only for the purposes identified on the MSDS.
10. Protective clothing/equipment, as specified on the MSDS will be used whenever the chemical is used (including eye protection, gloves, etc.).
11. Be sure all cuts, scrapes or other skin abrasions are bandaged and properly protected before using any chemical.
12. Chemicals must never be mixed together and will only be diluted as specified on labels and in MSDS.
13. Use all chemicals in well-ventilated areas.
14. Dispose of all chemical containers in accordance with the label and MSDS instructions.
15. Chemicals must never be used near open containers of food.
16. Employees must wash hands at the hand washing sink after using or touching any cleaning chemical or equipment used with the chemical(s) (example: mop).

**Burn Prevention:**

1. Keep plenty of room between pots on the range.
2. Keep pot handles turned inward, but not over the burner.
3. Lift pot lids on hot food away from the face when uncovering to check contents.
4. Turn flame off before removing a pot from the stovetop.
5. Allow oil to cool before cleaning fryers.
6. Release steam from steamers before opening the door.
7. Be sure all safety devices, such as temperature gauges and pressure-relief valves are in place and functioning on pressurized water bearing systems.
8. Always stand back when actuating the automated lid on the braising pan or steam-jacketed kettle.
9. Be sure to always use dry, heat-resistant mitts or gloves when moving hot pots, using steam equipment, or removing food from an oven.
10. Do not wear plastic aprons near any kind of heating equipment.

**APPENDIX P**  
continued

11. Always use tongs when placing large pieces of food into a boiling pot (water, oil or grease).
12. Always use a cart to move hot foods or liquids.
13. Give verbal warnings to co-workers when transporting hot foods.
14. All employees should wear closed-toe, full-coverage, skid-resistant, leather shoes.

Preventing Electrical Fires:

1. Do not use equipment that sparks or smokes. Tag such items so others will not use and report the existence of item to supervisor, so that repairs or replacement can be made.
2. Equipment with frayed cords, worn wiring or missing ground pins are not to be used. Tag such items and report item to supervisor.
3. Do not use more plugs in outlets that outlet is designed for. Extension cords and outlet multipliers are not to be used.
4. Be sure outlet and light switch covers are in one piece and in good repair. Request repairs on all that are not, and remove all plugs from such outlets until they are repaired.
5. Be sure all plugs and outlets are grounded (three-prongs).
6. Be sure all lights have shields or covers.
7. Be sure there is no dust or grease build-up on sockets or wiring.
8. All circuit breakers must be properly labeled as to what they control. If they are not so labeled, request maintenance to do so.

Preventing Grease Fires:

1. Walls and work surfaces should be cleaned routinely to keep them free from grease build-up.
2. Clean cooking equipment routinely to keep them free from grease build-up.
3. Hoods, vents and filters must be routinely cleaned or replaced to keep them free from grease build-up.

Preventing Paper Fires:

1. Store all paper products away from heat sources and chemicals.

2. Dispose of paper trash properly, in containers properly isolated from heat sources and chemicals.

Preventing Lifting Injuries: How to use the squat lift for heavy objects;

1. Check Weight – Read the carton, box or bag for weight to determine if help is needed to lift.
2. Stand Close – Stand close to the object with your feet apart about shoulder width. Place one foot slightly in front of the other.
3. Squat – Squat down by bending your knees. Test the weight of the object by lifting a corner. If it seems too heavy, get help.
4. Grip with Hands – Place your hands under the load, not just your fingertips. Pull the object close to your body.
5. Straighten your Back – Still in the squatting position, pull your shoulders back, stick your chest out, and tighten your stomach muscles. This helps to straighten your back.
6. Lift with Your Legs – Push up with your thigh muscles. Keep your back straight. Use a smooth movement. If you have to strain to do this, get help, do not lift by yourself.
7. Stand and Walk Straight – Do not twist your body while holding the load. To turn, move your feet. Keep your back straight.
8. Set Load Down by Squatting Reverse the movements to set the load down. Set down one corner, remove your hand, and then set the rest of the load down.

**Beavercreek City Schools  
Acknowledgment of Safety & Health  
Compliance Requirements**

This is to acknowledge that my supervisor has given me a copy of the Student Nutrition rules and regulations which are applicable to me on my job and as a District employee. I further understand that this certificate will be maintained in my personnel file for the duration of my employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Building/Department \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_