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The Negotiated Agreement between the



Boardman Board of Education

and the

**Ohio Association of
Public Employees
Chapter No. 334**

July 1, 2023 – June 30, 2026

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ARTICLE I - TERMS

A. This Negotiated Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026. Any provision of this Agreement that is in conflict with the Ohio Revised Code shall take precedence over and supersede the conflicting provisions of the Ohio Revised Code, if in compliance with the law.

ARTICLE II - RECOGNITION

A. The Boardman Local Board of Education recognizes the Ohio Association of Public School Employees on behalf of OAPSE, Chapter #334 (hereinafter “OAPSE” or “Association”), as the sole and exclusive bargaining agent for all regular full time and regular short hour classified employees under contract in the School District eligible for membership in the Association. The bargaining unit shall include the following classifications listed below the Secretarial, Transportation, Cafeteria and Custodial Departments:

Secretarial

Administrative Assistant
Social Worker
District Computer/Network Specialist
Computer Technician
A-V Technician
Library Clerks
Independent Aides
Teacher Aides
School Health Aides
Noontime Supervisors/Monitors
Auxiliary Staff (Hourly)
Attendants

Transportation

Head Mechanic
Mechanics
Bus Drivers
Crossing Guards
On Board Instructors

Cafeteria

Managers
Cooks
Helpers
Servers

Custodial

Maintenance
Custodians
Cleaning Staff
Maintenance Helper
Storeroom

The Board will advise the Association in writing when a new classification is created.

B. The following positions shall be excluded from the bargaining unit:

Treasurer	Tutors (Hourly)
Administrative Assistant to Superintendent	Title Tutors
Supervisor of Building and Grounds	EMIS Coordinator
Administrative Assistant to the Director of Operations	Payroll Services Manager
Administrative Assistant to Director of Instruction	Seasonal Help
Supervisor of Cafeteria	Communications Coordinator
Administrative Assistant in Office of Treasurer	PAC Manager
Supervisor of Transportation	Student Employees
Chief of Security	Supervisor of Technology
Substitute Employees	Assistant Treasurer
Administrative Assistant to Student Services	

C. OAPSE Local Chapter #334 shall provide to the Board of Education, each contract year, names and positions of officers, executive committee members, and special committee chairperson. These names and positions will be updated during the year as needed.

D. It is agreed that it is not necessary for a person to hold the maintenance helper position prior to an appointment to a maintenance position. It is also agreed that maintenance personnel may be used to perform the storeroom custodians duties when there is no substitute employee available.

ARTICLE III - NEGOTIATIONS PROCEDURES

Subjects for negotiations shall be wages, hours, fringe benefits and other terms and conditions of employment.

A. Negotiation Teams

The Board's negotiating team and the Association's negotiating team shall be limited to a maximum of five (5) members each. Association team members shall be excused from duty to attend negotiations meetings that fall within a team member's work shift without loss of pay. Nothing in this provision shall be construed to mean that the negotiating team members are entitled to any remuneration in addition to their regular pay. This would include negotiations conducted on Saturdays, Sundays, holidays, or during hours in addition to their regular hours of employment.

B. Request for Meetings

Negotiations shall begin no sooner than one hundred twenty (120) days prior to the expiration date of the Agreement or a reopener provision. Negotiations shall open upon the written request of either party and a mutually agreeable meeting date shall be established within fifteen (15) working days of the receipt of the written request. Procedures for conducting negotiations shall be established in written form at the first meeting.

C. Submission of Initial Proposals

An agenda of all issues for negotiations shall be submitted in writing no later than the first meeting. No additional issues shall be submitted by either party following this meeting, unless agreed to by both parties.

D. Protocol

The parties shall meet at times agreed upon at the conclusion of the prior meeting. All meetings shall be private sessions. Upon reasonable request, either party may recess for a reasonable length of time in order to caucus in private.

E. Progress Reports

During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the respective organization. This shall not be construed as limiting the channels of communication between employer and employees. News releases either during negotiations or at the conclusion of negotiations may be made by either party, but must be mutually agreed upon by the parties prior to its release unless the parties have reached impasse.

F. Reaching Agreements

As negotiated items are agreed to, they shall be reduced to writing and initialed by the chief spokesperson of each party. Such initialing shall be construed as a tentative agreement by both parties on that item, subject to finalized approval by the negotiating teams for the recommendation of the ratification of the Association membership and adoption by the Board. When a final Agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is in proper form, it shall then be submitted to the membership of the Association for ratification and then to the members of the Board for adoption. When adopted by the Board, the Agreement shall become part of the official minutes of the Board and binding upon both parties. Said Agreement shall be signed by the representatives of the Association and the Board. Prior to the final Agreement being presented to the Association and the Board, both negotiating teams pledge to recommend adoption of the final tentative Agreement.

G. Impasse Procedure

If sixty (60) days prior to the expiration of the agreement, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse. If impasse is declared it is with the understanding that the impasse proceedings are declared on all issues where tentative agreement has not been reached.

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator has the authority to recommend but not to bind either party to any agreement. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes

the procedures contained in R.C. §4117.14.

H. Labor/Management Committee

The employer and the union agree that regular, interactive communications are the cornerstone of a viable labor/management relationship. Therefore, the parties agree to meet not less than twice a year to discuss matters of importance. A tentative date shall be agreed upon prior to the termination of each meeting. The parties can mutually agree to postpone or eliminate any scheduled meeting. Both labor and management shall not exceed three (3) representatives.

When a meeting is requested, the meeting shall be in person. A time, date, and agenda will be prepared prior to each meeting. All representatives from each party should be present whenever possible.

I. New Hire Orientation

The Union President, or his/her designee, shall be notified immediately each time a new classified employee is hired. The Union President, or his/her designee, will be granted twenty (20) minutes with said person for the purpose of orientation.

ARTICLE IV - NO DISCRIMINATION

No person shall be discriminated against because of age, sex, race, religion, disability or national origin. Neither the Association nor the Board shall interfere with, intimidate, restrain, coerce, or discriminate against employees of the bargaining unit because of their involvement or noninvolvement in Association activities.

ARTICLE V - ASSOCIATION CHECKOFF

The Board agrees to deduct from the pay of bargaining unit employees dues for the Ohio Association of Public School Employees and its Chapter #334 when so authorized in writing by said employees. Individual authorization forms for dues deductions and/or revocation shall be supplied by the Association to the employees.

Such deductions shall be made in twenty (20) or twenty-four (24) equal installments.

Association Security and Dues/Fees Deductions

The Employer agrees to deduct Union membership dues in accordance with this Article for all employees who have authorized such deductions in writing. A copy of the OAPSE Membership Application/Dues Deduction Authorization signed by a member shall be accepted by the Employer as a valid dues deduction authorization. Payroll deduction shall be continuous unless dues deduction authorization is withdrawn in a manner consistent with the withdrawal procedure set forth in the OAPSE Membership Application/Dues Deduction Authorization signed by the employee. OAPSE shall notify the Employer when the dues deduction authorization is properly withdrawn by the employee.

The Association shall defend and indemnify Boardman Schools, the Board of Education, the Treasurer, their officers, members, agents and assignments in both their individual and official

capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by Boardman Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purposes.

ARTICLE VI - GRIEVANCE PROCEDURES

A. Definition of Grievance

Except as restricted below, a "grievance" is defined as any complaint by an employee(s) or the Association involving the interpretation, application, or alleged violation of this Agreement or Board Policy.

Working day is defined as days that the Board office is open. The regular work week is Monday through Friday.

B. Procedures

Grievances shall be submitted at Step One within thirty (30) working days after the grievant knew or should have known of the alleged occurrence. Grievances not filed in accordance with the time limits specified shall be waived.

Responses not forwarded in accordance with the time limits specified shall permit the aggrieved to forward the grievance to the next step of the Grievance Procedure.

Step One – The aggrieved employee(s) may present directly or through his/her Association representative, the stated grievance to the immediate supervisor, and shall indicate to the appropriate supervisor that this is Step 1. The grievance shall be submitted orally and the supervisor shall discuss the alleged issue with the employee. The supervisor shall respond in writing within seven (7) working days. If the response of the supervisor is not satisfactory, and the aggrieved wants to submit the grievance to Step Two, he/she must submit the grievance to Step Two within seven (7) working days of the supervisor's decision.

Step Two - The aggrieved may present directly or through his/her Association representative his/her stated grievance to his/her immediate supervisor in writing, on the approved form that is part of this Agreement. If the grievance is not resolved within seven (7) working days after submission, and the aggrieved wants to submit the grievance to Step Three, he/she must submit the grievance to the Superintendent or his/her designee within seven (7) working days after the immediate supervisor issues his/her written decision.

Step Three - The Superintendent, or his/her designee, or the Association may request a hearing regarding the grievance. Such hearing shall be arranged with the aggrieved and/or the Association representative within seven (7) working days of the receipt of the written appeal. Should a hearing not be held, the Superintendent shall respond within seven (7) working days of the receipt of the written appeal. If a hearing is held, the Superintendent or his/her designee shall

have seven (7) working days from said hearing in which to provide a written response.

Step Four - In the event the aggrieved is not satisfied with the Superintendent's response at Step Three, the aggrieved or his/her Association representative may, within seven (7) working days of the Step Three response, request a hearing before the Board of Education. To the extent permitted by law, such hearings shall be in private at the next regularly scheduled Board of Education Meeting that takes place at least seven (7) working days after the request for a hearing is filed. The decision of the Board shall be rendered within seven (7) working days after its meeting. The action taken shall be in writing and copies sent to the aggrieved and the OAPSE President.

Step Five - In the event the aggrieved is not satisfied with the Board's response at Step Four, and the grievance involves an alleged misinterpretation, misapplication, or violation of this Agreement and not Board Policy, the aggrieved or his/her Association representative may submit, in writing, the grievance to arbitration at Step Five. The request shall be made within seven (7) working days of the Board's written reply at Step Four. The parties shall immediately meet and select a mutually agreeable arbitrator from lists furnished by the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, a second list may be requested by either party.

C. Costs of Arbitration

The cost for the services of the arbitrator shall be equally shared by the parties.

D. Arbitrator's Authority

The decision of the arbitrator shall be in writing and shall be final and binding on the parties.

1. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Association, the Board and the arbitrator. A copy of the decision shall be sent to the Association representative and the Board's representative as designated at the hearing.
2. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator shall be confined to those issues that have been presented and shall have no authority to consider other issues that have not been presented for arbitration.

E. Further Terms

1. The grievant(s) shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions and state law.
2. A grievant or the Board shall not be denied his/her legal rights under the law, the right of legal advice, and/or counsel.
3. A grievance may be withdrawn at any time without prejudice.
4. Copies of the documents pertaining to the grievance that have been filed shall be placed in

separate files other than the employee's personnel folder.

5. The above time limits may be mutually extended by the parties.

ARTICLE VII - VACANCIES, JOB POSTING AND PERSONNEL

A. Definition of Vacancy

A vacancy is defined as a newly created position or a position previously held by a member of the bargaining unit that the Board determines to fill. If the Board determines not to declare or fill a vacancy, it will inform the OAPSE President within twenty (20) working days of a position being vacated and the reason why.

B. Job Posting

1. The Board shall post all vacancies in the schools, bus garage, and the administrative offices for at least ten (10) working days, at the end of which the posting shall be closed. A copy of the job posting for each vacancy shall be sent to the OAPSE President. Additionally, notice of such vacancies shall be electronically distributed to employees.

2. The posting of vacancies shall include, but not limited to, qualifications, hours per day/week, rate of pay, and place of assignment. A copy of the job description shall be available in the office of the Superintendent, or his/her designee.

3. The posting period shall begin no later than ten (10) working days from the time the Board or their designee declares a vacancy.

4. The posting of vacancies may be posted immediately following the acceptance of a resignation, termination, transfer, retirement, or other situation that would cause a position to become vacant.

C. Request for Position

An employee must make a written request for the vacant position, ~~electronically~~ through the Board's online application platform, to the appropriate supervisor, the Superintendent, or his/her designee within the posting period.

D. Award of Position

1. The vacancy shall be awarded on the basis of the qualifications, previous job experience, and degree of satisfaction with the skills and work performed by the applicant in his/her present or former position.

2. In the event two (2) or more applicants are found by the Board to be reasonably equal in qualifications, seniority with the Board shall be the determining factor in awarding the position.

3. The name of the successful applicant shall be forwarded to the OAPSE President

within five (5) working days of the award by the Board.

4. After April 30, if there is no acceptable full time applicant from the bargaining unit, a substitute may be used to fill the position for the remaining part of the school year.

5. Contract employees changing job positions shall serve a fifteen(15) day probationary period. Should the employee determine he/she does not find the position to his/her liking or the Board determines that the employee's work is unsatisfactory; the employee shall be returned to his/her former position without loss of pay. Upon return to their previous position, the employee will be placed back to the step/hourly rate/daily rate that they were making prior to changing the position. Employees shall, if possible, be given a training period to work with the outgoing employee. To accommodate the probationary period, the Board shall hire a substitute to fill the vacancy created by the transfer. Contracted employees awarded a new position shall be placed at the pay step that the Board determines appropriate given the employee's relevant prior work experience in the District. All changes in pay, including prorated pays, will be documented and given to the employee.

6. The above procedure shall not be construed as a requirement for the Board to hire or promote from within the bargaining unit. However, the Board will promote from within the bargaining unit any qualified employee, as per D.1. of this section, with continuing contract status before an outside applicant is hired.

7. Newly hired employees with no service credit in the Boardman Local School District shall not be placed at a rate of pay higher than the 5th step of the applicable salary schedule. Credit for prior service will be determined at the time of hire and not subject to later claims. Employees will be given one-step credit for each year that they work 120 days or more within the Boardman Schools.

8. Any position that is increased by Board action by thirty (30) minutes or longer per day shall be posted and awarded as per this Article.

9. The vacancy shall be awarded within forty (40) working days of the close of posting unless the Board determines that there is no qualified applicant and determines to re-post.

E. Employment Procedure

The Board shall give contracts to all Board approved classified employees according to the provisions of O.R.C. 3119.081. Contracts will indicate salary per school year, job classification and immediate assignment. A job description and OAPSE contract book will be provided for all new employees.

F. Job Description

1. The job descriptions for each classification covered under terms of this Agreement shall be available on the District's website/intranet.
2. A copy of the job description shall be sent to the OAPSE President when changes have been made. Individual employees will be advised by their immediate supervisor if those changes affect their specific job description.

G. Employee Evaluation

1. Employees shall be evaluated annually by their administrative supervisor. Administrative supervisors shall consult with head custodians, food service managers and the head mechanic before concluding the evaluation process. The employee will be notified in advance of such evaluation. All employee evaluations shall occur during the employee's regular workday and under normal work conditions.
2. The administrative supervisor shall discuss the evaluation with the employee. The employee is required to sign the evaluation and shall be given a copy of such evaluation. The employee's signature on the evaluation does not signify agreement or disagreement, only that the employee discussed the evaluation with his/her administrative supervisor.
3. The employee shall have the right to respond to the evaluation, either on the form or by a letter that shall be attached to the evaluation.

H. Personnel Files

1. School district administrative offices will maintain personnel records for all employees. Employees have the right to inspect their file as to its contents in the appropriate administrative office. An employee may react to an item included in the personnel file, in writing, and have the information included in the personnel file. No anonymous letters of complaint will be kept in an employee's personnel file.
2. An employee may receive copies of non-privileged information in his/her file.

I. Payroll Deductions

Employees may authorize in writing to have the following deducted from their paychecks:

1. Credit Union
2. Tax-Sheltered Annuities (Board approved companies)
3. OAPSE Dues/People Deductions
4. Medical and insurance premiums as negotiated

ARTICLE VIII - SENIORITY

A. System seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire.

B. Job classification seniority shall be defined as the length of continuous employment in an employee's job classification as computed from the employee's most recent date of entry into such job classification.

C. The Board shall provide a seniority list to the Association annually, prior to December 1, and upon request by the Local President.

ARTICLE IX - LAYOFF AND RECALL

A. When the Board determines it necessary to reduce the number of employees due to lack of work-decreased enrollment of pupils, return to duty of a regular employee after a leave of absence, suspension of schools or territorial changes affecting the District, building closures or building/District realignment, or for financial reasons the following procedure shall govern such layoff.

B. Prior to any reduction in staff the Board shall meet with the Association to advise them of the determined reduction.

C. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position. Substitute employees, seasonal and casual employees, student workers, temporary employees, and any governmental program employees shall be laid off before any regular employees.

D. Whenever it becomes necessary to lay off employees by reasons stated above, affected employees shall be laid off within a respective classification according to classification seniority, with the least senior employee laid off first. Authorized leaves of absence do not constitute interruption in continuous service. In case of identical seniority, the date of receipt shown by the Bureau of Criminal Identification for fingerprinting will be used to determine the order of layoff. If the BCI is showing the same date, a flip of a coin will determine the order of layoff.

The classifications listed below the Secretarial, Transportation, Cafeteria and Custodial Departments shall be used for the purpose of defining seniority in the event of layoff:

Secretarial

Administrative Assistant

Social Worker

District Computer/Network Specialist

Computer Technician

Transportation

Head Mechanic

Mechanic

Bus Drivers

Crossing Guards

A-V Technician

Library Clerks

Independent Aides

Teacher Aides

Noontime Supervisors/Monitors

School Health Aides (Hourly)

Auxiliary Staff (Hourly)

Attendants

On Board Instructors

Cafeteria

Managers

Cooks

Helpers

Servers

Custodial

Maintenance

Custodians

Cleaning Staff

Custodial continued

Maintenance Helper

Storeroom

E. Employees affected by layoff shall have the right to displace a less senior employee in their own classification or a less senior employee in a classification previously held. During a layoff employees with a limited contract status shall be laid off prior to an employee who has a continuing contract status. After the initial RIF within the classification an employee may use system seniority to move into a classification previously held. An employee who assumes a previously held position will be placed at the salary schedule step that best keeps their rate of pay the same and, when feasible, the employee will keep their same rate of pay within the same Department.

F. The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

G. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that Classification.

Vacancies that occur in the classification of layoff shall be offered to the present employees according to Article VII. Vacancies that remain following the above shall be offered and accepted or declined in writing by the employee standing highest on the layoff lists who is qualified for the position within seven (7) calendar days before the next person on the list may be offered the vacancy.

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective day of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE X - GENERAL PROVISIONS

A. Working Conditions

1. Regular Workweek - The regular workweek shall be forty (40) hours.
2. Lunch Period - All classified employees working a minimum of five (5) continuous hours shall receive an unpaid thirty (30) minute lunch period. Lunch period may not be taken at the end of the employee's shift, unless permission is first obtained by the Department Supervisor.
3. Breaks - All classified employees regularly working a minimum of five (5) continuous hours shall receive one (1) fifteen (15) minute paid break during their work shift.
4. Custodian and maintenance personnel will work 7:00 a.m.-3:00 p.m. on working days when school is not in session for Easter and Christmas and from June 25 through August 10.
5. Call-In Time - Employees called into work earlier than scheduled in their workday and stays until their normal end time, or required to stay after their work day has been completed, shall be guaranteed a minimum one (1) hour pay. When an employee is called in on an emergency that is not an extension of their day, that employee will be guaranteed a minimum of two hours pay. A time sheet will be provided for all classified personnel to document additional hours worked.

B. Overtime

1. Overtime Pay - The Board shall pay overtime worked at the rate of time and one-half (1 ½) for all hours worked over forty (40) hours in a regular work week, including Saturday. The Board shall pay double time for work performed on Sundays and approved holidays. The Friday after Thanksgiving and OAPSE Day will not be considered a holiday. Therefore, straight time will be paid for any work performed on the Friday after Thanksgiving and OAPSE Day. When computing overtime, approved paid leave (sick leave, personal leave, and compensatory time) shall not count as days worked. All overtime worked shall be included in the employee's regular paycheck.
2. Overtime Scheduling - If possible, overtime shall be offered to employees in a building by seniority. Every effort will be made to distribute overtime equitably among cleaning persons and custodial staff. Employees offered overtime that does not interfere with their regular working hours, and for any reason refuse, shall be charged in the rotation, as if they had worked the time. Employees who return to work on light duty and/or wage continuation shall not be eligible for overtime.
3. Weekend Building Checks - Unless assigned to a building for work on Saturday or Sunday, and provided that forty (40) hours have been worked by the custodian during the regular work week, custodians shall work and be paid for one (1) hour worked each Saturday and Sunday at the rate of time and one-half. Should an emergency occur, the provisions of subsection 1, "Overtime Pay" shall apply.

C. Regular Employees

All overtime shall be offered to regular employees within that building before a substitute employee is used. A contract employee is not eligible for overtime hours that are in conflict with

his/her regular contract hours.

D. Use of School Kitchens

When the kitchen within the school building cafeteria is being used by any group other than the District Food Service Department and its employees, a cafeteria employee shall be on duty and paid by such group. Overtime shall be at time and one half when the total hours worked for the week exceeds 40 hours. Sundays and holidays shall be paid as per Article X Paragraph B, 1.

E. Compensatory Time

1. Compensatory time off may be granted in lieu of overtime payment (time and one-half). Compensatory time off may not exceed ten (10) days in any contract year, and must be taken in the contract year accrued and/or no later than August 5 in the succeeding year. Unused compensatory time will be paid in the final pay of August at the employee's rate for the prior year. Compensatory time is not cumulative. Compensatory time off from contractual duties will not be granted for working athletic or extra events. This must be paid time. Maintenance and fitness center employees are excluded from taking paid time.
2. Compensatory time off must be requested at least forty-eight (48) hours in advance with the Department Supervisor.
3. In the case of an emergency, the forty-eight (48) hour advance notice may be waived with the approval from the Department Supervisor .
4. All employees shall be permitted to use compensatory time in one half ($\frac{1}{2}$) and full day segments only. No hourly increments will be granted.

F. Calamity Day Pay

1. When an emergency, epidemic, or public calamity closes a school or schools, any employee directly affected and not required to report to their job assignment will be paid at their regular daily rate. In the event the schools are closed and fall under the minimum state-mandated instructional hours or the minimum determined by the District, as referenced in ORC Section 3313.48, and make-up days/hours must be scheduled, employees will not receive additional compensation.
2. When a school or schools are closed prior to the regular work day, any bargaining unit employee required to work during such closure shall receive calamity day pay at their regular hourly rate. A minimum of two (2) hours shall be paid.
3. Should a school or schools be closed, after employees have reported to work, the employee shall be paid Calamity Day Pay, for all hours worked, commencing one hour after closing has been announced.
4. Employees may request to receive time off in lieu of Calamity Day Pay. If approved by the Superintendent, time off will be at straight time. Time off must be taken no later than August 15 in the summer following the school year in which the calamity occurred.

G. Presence of Custodian When Building Is in Use after School Hours

Principals are fully responsible for the buildings to which they are assigned. School and community activities scheduled by the Board in the various buildings require that custodians be present to open and secure the buildings. School activities scheduled by the building principal on the regular school calendar require the services of a custodian. A building principal may allow small groups under supervision of school personnel to use limited areas of a building without the service of a custodian. This privilege cannot be abused by these small groups, and, if they are, custodians are obliged to report any infractions to the building principal or the administrative assistant in charge of business affairs.

H. Work Schedule Change

During summer and holiday periods when school is not in session and school buildings are used by organizations unrelated to regular or extra-curricular school activities, custodial employees required to work other than their regular shift to accommodate the outside organization shall be paid overtime for the time worked when the outside organization is using the building and the hours worked constitute hours over 40 for the week.

I. Severance Pay

1. Any classified employee retiring from the Boardman School District who has fifteen (15) or more years of service with the Boardman School District shall be entitled to receive severance pay in an amount equal to one fourth (1/4) of his/her accumulated sick leave days times his/her per diem rate of pay on the last day of service with the Board. The maximum benefit paid under this provision shall be seventy (70) days. Said payment shall be based on the per diem rate of pay at the time of retirement, and shall eliminate all accrued but unused sick leave credit to the classified employee.
2. This payment shall be made in one lump sum within thirty (30) days after the retiree submits proof of his/her first SERS retirement check to the Board Treasurer, and it shall be exempt from deductions except as provided by law.
3. Severance pay benefits will be paid to the estate or member's documented primary life insurance beneficiary of any classified employee who dies while on active pay status that has fifteen (15) or more years of service.
4. The Board will be provided a copy of the life insurance policy upon request.

J. Paid Holidays

1. The following days shall be paid holidays for eleven (11) and twelve (12) month employees:

Fourth of July - 1 day	Martin Luther King Day - 1 day
Labor Day - 1 day	Presidents' Day - 1 day

Thanksgiving - 1 day
Christmas - 2 days
New Year's Day - 2 days

Good Friday - 1 day
Memorial Day - 1 day
Juneteenth - 1 day

The following days shall be considered a nonwork, unpaid day off for all classified staff:

Friday after Thanksgiving - 1 day
OAPSE Day - 1 day

2. The following days shall be paid holidays for nine (9) and ten (10) month employees:

Labor Day - 1 day
Thanksgiving - 1 day
Christmas - 1 day
New Year's Day - 1 day
Martin Luther King Day - 1 day
Presidents' Day - 1 day
Memorial Day - 1 day

3. When any of these days fall on Saturday or Sunday and school is closed on Friday or Monday, then that day shall be off with pay. If school is in session, this is not considered a legal holiday; however, a compensating day, mutually agreed upon by the Board and the Association, will be given.

4. The salaries listed in the salary schedule encompass one's total salary including any days designated as holidays.

K. Professional Meetings

1. School employees shall be permitted to attend professional meetings, approved by the Superintendent, without loss of pay.

2. Requests to attend a meeting must be made in writing and approved by the Superintendent at least two (2) weeks in advance.

3. Authorized delegates to a maximum of four (4), with a representative from each of the job classifications, approved by the Superintendent, shall be permitted to attend the annual OAPSE conference without the loss of pay.

L. Attendance at Association Meetings

Employees who have paid their current dues to OAPSE Chapter #334 shall be granted time off once per month to attend local chapter meetings scheduled after 4:00 p.m. should such meetings fall within the regular work shift of the employee(s). New employees, upon the invitation of

Chapter #334, will be permitted to attend one (1) chapter meeting according to the above. Time away from job shall be limited to two hours.

M. Workshops

Employees, with the permission of the Superintendent or his/her designee, will be permitted to attend professional meetings in their classifications without loss of pay. Employees shall be reimbursed per Board policy for meals, mileage, lodging and registration fees.

N. Mileage

Upon approval of the Superintendent, employees using their personal vehicle in the performance of their job shall be reimbursed for such use at the Board-approved rate.

O. Transfer

1. Transfers will be of three types:

- a. Voluntary – where the employee requests reassignment in writing.
- b. Involuntary Temporary – employee is transferred to satisfy a need in the District on a temporary or emergency basis.
- c. Involuntary – where an employee is transferred because of substandard job performance, disciplinary action, or for the safety of a student, the staff or public, or in the best interest of the District.

2. Assignments and reassignments shall be made according to the needs of the school system.

3. Temporary/emergency assignments may be made by the Board. Such assignments shall end with the termination of emergency. An employee will not incur a loss of pay during a temporary/emergency assignment. Temporary or emergency transfers shall not be for a period of more than twenty (20) days unless mutually agreed.

4. The most senior employee in the related classification per building shall be given the first opportunity to accept or reject any temporary vacancy or emergency assignment in excess of ten days.

5. In the event an employee is assigned to replace another regular employee in a higher paid position for five consecutive working days or more, the employee so assigned shall receive the higher rate of pay retroactive to the first day of the reassignment; if assigned for less than five (5) consecutive working days, the employee shall receive his/her regular hourly rate. If the rate of pay of the absent employee is less than the replacement employee he/she shall maintain his/her regular hourly rate. Employees shall receive a step rate of pay, for the temporary position, that grants them an increase in wages commensurate with the position and duties.

P. Substitutes

Substitutes shall be provided for all absent employees from the second day of absence where possible.

Q. Student Employees

The Board shall not employ any student under any secondary school or college work-study program or any State or Federally Funded work experience program in any position that would replace any employee in the bargaining unit.

R. Board of Education Meetings

Notices prepared for Board Members and newspapers for regular board meetings shall be sent through the school mail to the OAPSE President at the same time they are sent to the Board. A complete agenda for regular and special meetings of the Board shall be provided to the OAPSE President through the school mail prior to the meeting.

S. Association Representation

The President, representing the Association, shall be accepted as the Association's official representative at each public Board meeting and any meeting with administration for Union or employee grievance and disciplinary issues. Time shall be granted to attend such a meeting without loss of pay. If the President is unable to attend, the OAPSE President may designate another employee to act as Association representative.

T. Bulletin Boards

A building principal or appropriate administrator shall designate at least one bulletin board or portion thereof in each building for the Association's general use. The bulletin board shall, where possible, be located in areas readily accessible to and normally frequented by the employees.

U. Inter-school Mail

The Association or any committee thereof shall be authorized to use the inter-school mail system within the School District.

V. Smoke Free and Vape Free Workplace

All Boardman School facilities, property and vehicles are designated smoke free and vape free. Therefore, there will be no smoking or vaping in school facilities, on school property, or in school vehicles.

W. Annual Salary Longevity Step

A longevity step of 5% will be added to the annual salary of all classified employees who have completed nineteen (19) uninterrupted years of employment with the Boardman Board of Education. An additional 5.5% will be added to the annual salary of all classified employees who have completed twenty-four (24) years of service in the Boardman Schools.

Only full years actually worked (120 days or more) will be counted when determining longevity pay. No years of subbing will count.

X. Training Meetings

Attendance is mandatory at all Safety and Health training meetings. Whenever possible an employee will attend training meetings during regular working hours with the approval of his/her immediate supervisor. When it is necessary, as determined by the supervisor, for an employee to attend a training meeting on his/her own time, the employee will be compensated at his/her hourly rate for all hours in excess of five (5). Disciplinary procedures for non-compliance can include verbal reprimands, notifications to be placed in personnel file, time off without pay, and dismissal.

Y. Boiler License & Uniform Allowance

1. Boiler License

Payment for the boiler license shall be for custodians and maintenance positions only. Proof of renewal for the boiler license must be verified with the Supervisor of Building & Grounds before the start of each contract year in order to receive payment.

2. Uniform Allowance

The Board shall reimburse maintenance staff employees up to \$500.00 annually for clothing items that identify them as Boardman Schools Maintenance Staff. Itemized receipts are required for reimbursement.

Z. Payment for Re-certification

Bus drivers, aides, and mechanics required to hold a state certificate shall be reimbursed for 50% of the cost of recertification by submitting a copy of the renewed certificate to the Board Treasurer's office.

ARTICLE XI - LEAVE POLICIES

A. Parental Leave of Absence

1. A full time employee who becomes a parent by childbirth or adoption, and has completed at least one year of service, shall be granted upon request parental leave. Said leave shall be without pay and increment and shall be granted for a maximum of one (1) calendar year.
2. Application - Application for parental leave shall be in writing to the Superintendent not later than thirty (30) working days prior to the effective date for such leave and such request shall state the anticipated duration of leave.
3. Reinstatement - If the employee on parental leave of absence desires to be reassigned to duty with the Board following the termination of such leave, application for reinstatement must be made in writing to the Office of the Superintendent at least thirty (30) days before the expiration of such leave. The Board will make a concerted effort to return the employee to his/her former position, but if not available, then to a similar position and hours.
4. Rights While on Leave - Employees on parental leave, upon advanced monthly payment by the employee of the appropriate premiums, may continue as group members of all Board

insurance programs, provided said coverage is acceptable to the carrier.

B. Sick Leave

1. Accumulation of Sick Leave – Each employee shall be entitled to fifteen (15) days of sick leave with pay each year, which will be credited at the rate of one and one fourth (1 ¼) days per month. Tutors working less than 5 days a week will have their sick days prorated. The number of sick days employees may accumulate shall be unlimited.

2. Procedure - All employees may use sick leave for absence due to illness, injury, exposure to contagious disease and illness or death in the employee's immediate family. Sick leave used for illness of a family member is limited to when it is necessary for the employee to attend to the needs of or care for the relative. An employee may also use sick leave for a period of up to two (2) weeks following his/her spouse giving birth to a child. The employee is required to document the justification for sick leave.

3. Immediate Family - Immediate family shall be interpreted to include father, mother, grandparents, grandchild, brother, sister, husband, wife, child, parent-in-law, aunt and uncle, or anyone who has stood in the same family relationship with the employee as any one of these.

4. Abuse – An employee shall not be allowed to use sick leave for anything other than what is defined in Article XI, Sec. B numbers 2 and 3. Fraudulent application for or the use of sick leave shall be grounds for disciplinary action that may include dismissal.

5. All employees shall be permitted to use sick leave in one half (½) and full day segments, unless the leave is being run concurrently with FMLA leave in which case it may be used in increments of one-hour.

6. Transfer of Sick Leave - A member of the Employee Unit who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his or her accumulated sick leave earned within the last five (5) years up to the maximum accumulation allowed by the District. Persons transferring positions shall have their sick leave accumulation converted at a ration of full day equivalents.

7. Advancement of Sick Leave - Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year charged against sick leave he/she subsequently earns.

8. Holidays - Holidays occurring during the period of absence shall not be deducted from the absent employee's accumulated sick leave days.

9. An employee who is absent due to illness more than five (5) work days in succession or has a consistent pattern of absences may be required by the Superintendent to furnish a written statement from a licensed physician certifying such absence(s).

C. Sick Leave Bank

Establishment

1. Each classified employee may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from September 1 through October 1 of each year. New employees will have four (4) weeks to enroll. The donated day is not returnable.
2. During the year, if the number of days in the Bank drops below fifty (50), each member of the Bank who wants to continue to participate in it must donate one (1) additional day.
3. If seventy-five (75) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated day returned and the Bank will not be established.

Operational Procedures

1. Use of days from the Bank will be limited to those who have contributed to the Bank.
2. Use of days from the Bank, will be limited to the personal illness or injury of the Bank member, their spouse, or dependent children. A doctor's statement is required with the application.
3. Use of days from the Bank will be considered only after the individual has used all of his/her accumulated sick leave balance, personal days and available vacation days down to a balance of 5 vacation days at the time when days from the Bank are used.
4. The maximum number of days that a person may receive from the bank is twenty percent (20%) of the total days in the bank at the date of application not to exceed twenty-five (25) days. Eligible employees may not apply to use the bank more than two (2) times.

Sick Leave Bank Committee

1. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information to the Board Treasurer's Office. This committee shall be empowered to adopt rules and to make decisions regarding the administration of the Bank. These rules cannot in any way modify this Agreement.

The committee shall be composed of:

Superintendent or his/her designee,

OAPSE President or his/her designee,

An Administrator appointed by the Superintendent, and

Two classified employees (one of which shall be an OAPSE member) selected by the OAPSE President, the Superintendent and the Administrator.

2. Replacement appointment shall be made by the remaining committee members.

3. The OAPSE President will designate the chairperson.
4. The committee will develop the forms needed to operate the Bank.
5. OAPSE shall be responsible for distributing and collecting all forms.

Pay Back Procedure

The member who borrows the days shall pay back annually 50% of their individual sick leave balance on June 30th until fully paid back. If not paid back, they will be deducted from severance.

D. Personal Leave

1. Employees may be granted three (3) days absence from their position to attend to personal business and responsibilities that cannot be cared for except at a time when they are to be on their job. Personal days cannot be used to extend a holiday period, or for other employment. All requests for personal leave that extend a holiday period must be submitted for approval. Personal days cannot be used on calamity make-up days. The three (3) personal days will be prorated for any partial year of employment.
2. Personal days must be requested three (3) days in advance, unless an emergency exists, and must have the approval of the Superintendent or his/her designee.
3. Absence beyond three (3) days shall mean loss of pay. For the purpose of figuring deductions from pay, the employee's salary shall be divided by the number of days in his/her contract.
4. Personal leave cannot be used from May 15th through the last day for students unless approved by the Superintendent or his/her designee.
5. For the non-use of personal days, the members of the Association may add at the end of the school year one (1) day to the member's accumulated sick leave balance for each personal day not used in a given school year. The conversion of unused personal days to sick days will not be restricted by the limitation of accumulated sick days as stated in the accumulation of sick leave Article XI, Section B, of this Agreement.

E. Leave Without Pay

1. Employees may request leave without pay. The Superintendent and/or his/her designee will consider each request on an individual basis. Not more than one request per employee per school year will be considered.
2. Employees on leave without pay may continue as group members of all Board insurance programs provided said coverage is acceptable to the carrier and all required premiums are paid monthly in advance to the Board Treasurer. The cost of the coverage shall be prorated for the number of days of the anticipated absence.
3. Leaves for illness or disability shall be in accordance with State Law.
4. Leave without pay cannot be used for other employment. Leave without pay can only be used for vacation upon approval by the Superintendent.

F. Military Leave

All employees shall be granted a leave of absence for military duty in accordance with Federal and State law.

G. Assault Leave

1. Reporting of Assault

Employees shall immediately report to their Supervisor all cases of alleged assault suffered in connection with their employment. Application for assault leave must be in writing. The leave request must include the initial date of the leave and an estimate as to the length of the leave.

The request must include:

- a. The date and time of the occurrence
- b. Facts and circumstances surrounding the assault
- c. Identification of the individuals causing the assault
- d. The nature of the injury
- e. A statement as to the need for such leave
- f. The signature of attending physician
- g. The employee's signature

Falsification of this signed statement for assault leave benefits is grounds for suspension or termination.

2. Entitlement to Assault Leave

Whenever a classified employee is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of, and/or in the course of his employment, he/she shall be paid his/her full salary for the period of such absence, for up to thirty (30) days, without having such absence charged to his/her sick leave balance.

The classified employee must agree to participate in any disciplinary proceedings related to the assault. Further, the classified employee must file a police report related to the assault, unless the Superintendent determines it is not necessary or appropriate in a specific situation.

An employee must apply for Workers Compensation benefits for such assault, and if granted, the amount paid under this assault leave section, shall be reduced by the amount of Workers Compensation benefits received. The employee shall assign and pay to the Board such amount when received.

The Board shall have the right to have the employee examined by a physician, designated by the Board, for the purpose of establishing the length of time that the employee will be temporarily disabled from performing his duties. The opinion of the Board's physician as to the length of the leave will be final.

3. Restrictions

The assault leave shall be voided if through due process the employee was found to be negligent or acted irresponsibly.

H. Jury Duty

A regular classified employee shall be granted time off for jury duty and shall not suffer any loss of pay. Jury duty payments shall not be deducted from the employee's salary.

I. Bereavement Leave

All regular classified employees shall be granted upon request up to three (3) days of bereavement leave per occurrence without loss of pay to attend the funeral of an immediate family member as defined in Section B. 3 herein.

J. Family & Medical Leave

In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) birth and/or care of a newborn child, within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) "qualified exigency" leave. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave." For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed to meet the 1,250 hours of service standard). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Negotiated Agreement.

ARTICLE XII - TRANSPORTATION

A. Field Trips

1. The rate of pay for all field trips shall be at the established field trip rate from bus garage to bus garage. Bus drivers shall be guaranteed a minimum of two (2) hours per trip. One-half hour pay at the established field trip rate will be paid to pre-trip and sweep the school bus on field trips that exceed the two (2) hour minimum and are beyond the regular school day or designated student days. A one-way shuttle for sports teams contiguous with the end of the school day will be paid at 1 hour at the regular field trip rate.
2. The Board shall post and maintain a field trip roster that shall bear the names of all regular drivers wishing to take such trips. This field trip roster shall be posted in the bus garage. Field trips shall be offered on a seniority rotation basis if the field trip does not interfere with their regular route or state mandated operational standards. Overnight trips shall be offered to contracted drivers first. A school bus aide shall be assigned to any field trip where a wheelchair lift is required to load or unload students.
3. Field trips shall be posted at the school bus garage on a weekly basis for three (3) consecutive days and shall indicate the date and time of the trip. A copy of the posting shall be provided to the Association President. Field trips shall be offered on a seniority rotation basis in order of receipt of the field trip request. If a field trip is canceled for any reason, the driver will be offered the next available trip. If a driver refuses a field trip that is posted, the driver will be assigned to the bottom of the seniority list and will not be eligible to take another trip until his/her name reaches the top of the seniority list. Early AM and early PM drivers who accept or reject early AM or early PM field trips will go to the bottom of the field trip roster. A field trip report indicating an employee's acceptance or refusal of field trips shall be posted monthly. The report will also indicate each employee's total field trip hours.
4. Trips that are canceled without prior notification to the driver's arrival at the school bus garage shall be reimbursed by the group sponsoring the trip a minimum of two (2) hours at the established field trip rate. Any driver who does not indicate his/her acceptance or refusal of an assigned field trip on the posted field trip roster within three (3) days of the posting, will forfeit the assigned trip.
5. Trips with more than five(5) students shall be offered to a regular contracted driver first by following the Field Trip Roster. A qualified Van Driver shall be permitted to take overnight trips with five(5) students or less.
6. Should a regular contract driver accept a field trip during their regular route time, their pay will be deducted for the regular route time missed.
7. All drivers shall remain with the event for the entire duration of the trip except in emergencies, or when time and distance is not cost effective for the Board as determined by the Director of Transportation. An employee who has a split trip shall be paid the minimum of two (2) hours for each trip taken in this manner. Split trips and one way trips shall be identified upon assignment to the driver. Field trips that are not designated prior to the assignment shall not receive a split trip

designation after the assignment.

8. Expenses incurred on extra-curricular/field trips (i.e. turnpike fees, entrance fees and lodging) shall be borne by the group sponsoring the trip and paid for by the group during the trip. Meals shall be reimbursed by the group within one week after submission of a receipt within the amount per Board policy.

9. The Transportation Supervisor shall have the flexibility in scheduling field trips of drivers with routes that start earlier and/or finish later than regularly scheduled routes. The Transportation Supervisor shall make every effort to accommodate drivers and assign drivers' field trips during their available hours. Available hours shall be defined as hours that are not in conflict with regular hours. The Transportation Supervisor shall make every effort to have field trips offered equitably. Overnight trips shall be offered to contracted drivers first.

10. Nothing in this provision shall be construed to mean that all drivers will end the school year with the same amount of pay earned on field trips.

B. Routes

1. Regular routes shall be defined as being to and from school each morning and afternoon from storage to storage. Regular routes are established by the Transportation Supervisor, and may be any combination of elementary, middle, high school, or parochial runs. These routes shall be bid according to "Route Vacancy Posting and Awarding" procedure of this contract.

2. All contract school bus drivers who are required to work extra days beyond their regular contract to complement differences in school calendars shall be paid \$20.00 for the morning session and \$20.00 for the afternoon session on any day the driver is required to work.

3. In the event a new route is established that necessitates use of an additional bus(es), or an existing route becomes vacant due to a resignation, retirement, or termination of an employee, said personnel vacancy shall be posted as required by Vacancies, Job Posting and Personnel Articles of this contract.

4. Mid-day routes shall be defined as routes that are not a part of a morning or afternoon regular route. These routes shall be bid according to Article XII C. of this Agreement. Should a substitute be required for any mid-day route, the most senior driver shall be assigned to the route for the first twenty (20) consecutive working days of the regular driver's absence. Substitute time beyond said twenty (20) consecutive days shall be rotated according to seniority in ten (10) day intervals.

5. Regular routes to and from school each morning and afternoon will be paid according to the appropriate salary step as set forth in Attachment D. Any route that can be documented to regularly exceed 4 hours will be paid in increments of six(6) minutes at the employee's rate of pay. Documentation of these routes will be done by the administration.

C. Route Vacancy Posting and Awarding

1. A school bus route vacancy posting shall occur when an existing route becomes vacant and is made available to all contract drivers. All vacated bus routes shall be posted in the Transportation Office and the bus garage for a period of seven (7) calendar days. The bid shall list the route, schools serviced, and the bus number.
2. All bus drivers desiring to bid on a route vacancy shall submit a written request on the form provided by the Transportation Office within the seven (7) calendar day posting period.
3. All route vacancy bidding shall be allowed to continue until the bid procedure fills all the route vacancies. The school bus driver who is awarded a route vacancy shall utilize the school bus previously assigned to that route.
4. School bus drivers shall not be permitted more than two (2) route vacancy awards within the same school year.
5. All drivers who desire a vacant route shall indicate so in writing to the Transportation Supervisor. The most senior driver who expresses written desire shall receive the route. However, nothing in this item shall preclude the Superintendent or his/her designee from having the final and sole responsibility for the assignment of all personnel.

D. Substitutes

A substitute school bus driver shall be provided, when possible, whenever a contract driver is unavailable to perform regular duties during the school year. Regular drivers may be used as substitutes when their assigned schools are not in session or at times it does not conflict with their regular run. Regular drivers in a substitute role will be assigned by seniority.

E. Workshops and Safety Meeting

All regular drivers, substitute drivers, mechanics, and helpers shall attend annual safety meetings required by law.

1. All contract drivers shall complete additional hours of safety inservice as required by their contract agreement or law to accumulate a total of eight (8) hours thus fulfilling their 187 day contract. The eight hours of inservice must be completed by June 30th of the contract year.
2. Organization meetings, required training meetings, and safety meetings in excess of eight hours annually will be paid at the established field trip rate.
3. Recertification classroom hours only (not On-Board Training) shall be applied to #1 above. It shall be the responsibility of the Board to offer options to drivers that will meet or exceed the eight (8) hours as described in #1 above. In the event the Board does not offer at least eight (8) hours of inservice, the employee shall not suffer any financial harm.

F. Radios

The Board shall provide and maintain radios on all buses for safety purposes. A base shall be placed in the transportation office and bus garage to monitor bus breakdowns and emergencies,

etc. The base shall be manned during the normal working hours.

G. Weather

Drivers shall be notified at the earliest possible time of school cancellations or delays due to severe weather conditions.

H. CDL Requirements

Any driver whose CDL is suspended or revoked will be placed on leave without pay or benefits until the certification is reinstated. If the license is not reinstated within twelve (12) months the employee shall be considered terminated from employment. If the suspension or revocation is for the reason of illness or disability, then the leave shall be in accordance with state law.

I. Pre-trip Inspection

All contract school bus drivers shall perform daily pre-trip inspections of their assigned vehicle before transporting students, in accordance with O.A.C. 3301-83-11B.

1. Pre-trip inspections of assigned vehicles shall be performed once prior to morning operation and once prior to afternoon operation and prior to all extracurricular field trips that are beyond the regular school day or designated school days.
2. No school bus driver shall have another school bus driver complete any portion of the pre-trip inspection on his/her assigned vehicle.

J. Employee Alcohol and Drug Testing

The provisions of this section are intended to comply with alcohol and drug testing policy and procedures pursuant to the Federal Highway Administration's final rule on alcohol and controlled substances testing of commercial motor vehicle drivers, as amended in the Federal Register.

All employees subject to this policy remain subject to all other policies regarding the use and/or possession of controlled substances in the workplace. These employees also remain subject to all other relevant federal, state and local laws and regulations, including the driver disqualification and penalties.

All alcohol and controlled substance testing shall be conducted in accordance with the Department of Transportation's workplace drug and alcohol testing programs.

1. Provisions

- a. Safety-sensitive employees as defined in the applicable Department of Transportation regulations are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances.
- b. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace to promote safety and to protect employees and the public.

- c. The abuse of a controlled substance by an employee is recognized as treatable substance abuse problems. The employer and the union shall encourage and require any employee with a substance abuse problem to be evaluated by a substance abuse professional and complete all recommended rehabilitation programs prior to returning to the workplace.
- d. Only an employee's direct supervisor or other Boardman School employee certified in controlled substance abuse including training on physical, behavioral, speech and performance indicators of probable misuse as required for supervisors of commercial driver license holders may order a substance abuse test under reasonable suspicion.
- e. All time spent being administered an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay. An employee who is not allowed to return to work while awaiting results has the right to use his/her accumulated sick leave. The employer shall pay all costs associated with the administration of the initial and the split specimen alcohol and controlled substances tests.

2. Confidentiality

Records concerning an employee's treatment for alcoholism or drug problems shall remain strictly confidential and in a medical file separate from other personal materials or personnel files.

3. Continuation of Pay

Employees being rehabilitated for drug or alcohol problems may use their accumulated vacation or sick leave days. If their sick days have been exhausted, the employee may apply under the provisions of the sick leave bank section. When all paid leaves have been utilized, the employee may request an unpaid leave of absence from the Board. Eligible medical insurance premiums will be paid by the Board only when the employee is on a paid status.

Discipline resulting from a violation of the alcohol and controlled substances policies shall be progressive and in accordance with Board policy.

K. Use of Maintenance Truck

The maintenance cargo truck may be used for student music field trips when students are required to stay overnight. The driver of this truck will be a person holding the classification of maintenance personnel. If maintenance personnel do not request the assignment, it will be advertised to bus drivers and filled per the field trip section of the Negotiated Agreement.

L. Skills Evaluation Form

All school bus drivers shall be certified by an Ohio pre-service school bus driver training instructor and issued a new certificate upon successful completion of the requirements every six (6) years.

1. No school bus driver shall transport students without a current recertification certificate.
2. All re-certification and training evaluations shall be made part of the employee's personnel

file.

ARTICLE XIII - VACATION

A. Twelve-month employees are eligible for vacation as follows:

1. Newly hired 12-month employees will immediately begin to accrue 10 vacation days per year at a rate of .83/month through their first five (5) years of employment.
2. After the completion of five (5) years and through the completion of ten (10) years an employee may accrue fifteen (15) vacation days per year at a rate of 1.25/month.
3. After the completion of ten (10) years and each year thereafter, an employee may accrue twenty (20) vacation days per year at a rate of 1.66/month.
4. After the completion of twenty (20) years with the Boardman Schools, two additional days of vacation will be granted accrued at a rate of 1.83/month.
5. After the completion of thirty (30) years with the Boardman Schools, two additional days of vacation will be granted accrued at a rate of 2.00/month.

B. When an employee changes classification so that a vacation is in order, i.e. an employee moves from 9 months of service to 12 months of service, the anniversary date for vacation computation and entitlement shall begin on the date on which the new service begins.

C. For vacation purposes only - prior service credit will be established as follows:

1. Full time (35 hours or more per week) 11 or 12 month employment with the school district or any other political subdivision earned within the last five years will be given credit for each year of service.
2. Full time (35 hours or more per week) 9 or 10 month employment will be given credit at a rate of 75% (rounded to the nearest whole year) for each year worked.
3. Short hour employees, those working less than seven (7) hours per day and having at least 180 days of service for a particular year, will be given credit at the rate of 50%
4. No vacation credit will be given for years of subbing or as a student helper.

D. If a vacation includes a paid holiday, an extra day shall be given. Vacation time is accumulated from year to year, up to a maximum of two (2) years total accumulated vacation leave.

E. Vacation may be used to the amount of accrual as recorded in the Board Treasurer's office. Seniority will be considered in the scheduling of vacation. Vacation shall accrue as of the employee's anniversary date.

F. Vacation must be requested at least forty-eight (48) hours in advance with the Department Supervisor.

G. In the case of an emergency, the forty-eight (48) hour advance notice may be waived with the approval from the Department Supervisor.

H. All employees shall be permitted to use vacation time in one half (½) and full day segments only. No hourly increments will be granted.

I. The final approval of vacation time usage rests with the Superintendent or his/her designee.

J. Upon separation or death of the employee, the Board will pay to the employee or his/her estate or life insurance's primary documented beneficiary any accrued vacation pay.

Notwithstanding this section, employees on the payroll up to and including July 1, 1986, shall not have their prior vacation service credit reduced.

ARTICLE XIV - INSURANCE

A. Board Provided Insurance Coverage

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits provided through a self-insured plan, including health, dental, vision and life insurance. Only employees who work 20 or more hours per week in one assignment are eligible for benefits. Employees that are eligible for benefits shall be on the 24-pay annual cycle.

B. Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and the Association President.

C. Medical Information

Personal information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law.

D. Continuation of Coverage

The Board shall permit members of the Employee Unit who have been granted unpaid leaves of absence to remain in the employee insurance group for all medical and dental coverage provided by the District at the employee's expense for the duration of said unpaid leave subject to requirements and limitations of the insurance carrier. The premium shall be paid each month in advance for the term of the leave.

Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided at the Board's expense according to the schedule of co-payment.

E. Premium Holiday

In the event the Board receives a "premium holiday" for the cost of the medical/prescription coverage for a month, the employee shall also receive a "premium holiday" from his/her cost of the premium sharing for that month.

F. Employee married to another employee

In the event a member of the Employee Unit is married to another employee in the school district and only one enrollment form is completed for medical/prescription coverage (family), only the enrolled employee will be required to pay the monthly premium. If each employee chooses to have a single plan, then each shall pay the monthly premium required.

G. Term Life and Accidental Death and Dismemberment Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board. Employees over the age of 70 will receive 50% of the amount referenced above as per the insurance provider.

Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

If, as of July 1, 2006, any employee had purchased additional coverage in excess of \$20,000, the employee may maintain the amount purchased.

H. Dental and Vision

1. Any employee hired prior to January 1, 1991 and eligible for Insurances at that time will be considered in the 35 hours and over category.

2. Any employee hired on or after January 1, 1991 or became eligible for insurances during this period shall contribute toward dental and vision insurances as follows:

All employees hired after July 1, 2006 must work 20 hours per week to be eligible for Dental and Vision insurance. The full cost shall be paid by the Board for employees working 25 or more hours.

The middle/elementary cleaning staff will be considered to be in the over 30 hour category.

I. Medical

1. Any employee who was hired prior to January 1, 1991 and was eligible for Medical Insurance at that time will be considered in the 35 hours and over category.

2. Any employee hired on or after January 1, 1991 or became eligible during this time shall contribute toward Medical Insurances.

J. The employee portion of the Premium Sharing for healthcare insurance will be as follows per month:

Duration of Contract

Weekly hours employed	Medical	Dental	Vision
35 hours plus	10%	0%	0%
30 -34 hours	20%	0%	0%
20 - 29 hours (hired before 1/1/91)	10%	0%	0%
20 - 29 hours hired between 1/1/91 and 7/1/06)	30%	0%	0%
25 - 29 hours (hired after 7/1/06)	30%	0%	0%
20 - 24.9 hours (hired after 7/1/06)	30%	50%	50%

Employees working 20 - under 25 hours hired after 7/1/06 are eligible for Dental and Vision insurance only if they take the Medical coverage.

In the event a member of the Employee Unit is married to another employee in the school district and both are receiving medical/prescription coverage from the Board, only one (1) of them will be required to pay the monthly premium sharing identified above.

K. Boardman Local Schools Health Insurance Committee:

1. An ongoing Boardman Local Schools Health Insurance Committee (BLSHIC), whose membership shall be comprised of representatives from employee organizations representing employees of the Board, as well as representatives of the Board and its administrators. The responsibility of the BLSHIC shall be to annually review the Board's health care coverage and employee contributions toward coverage for all Board employees. At a minimum, the BLSHIC shall annually review insurance costs, employee premium sharing, coverage options, program additions or modifications to the current plan design, and the option of remaining self-insured or submitting a Request For Proposal (RFP) on the open market. The goal of the BLSHIC is to annually produce a final recommendation to the Board of Education that offers eligible Boardman Local School employees with a quality and cost effective package of health insurance coverage at or under the Board-allocated amount as set forth in Article XIV Section O part 1.
2. The BLSHIC shall annually be comprised of nine (9) voting members, three (3) representing BEA as selected by the BEA President, three (3) representing OAPSE, and three (3) representing the Board. Each of the above referenced groups may have a reasonable number (determined by the committee) of non-voting representatives attending meetings of the BLSHIC.
3. Regular minutes of all meetings of the BLSHIC shall be kept and shared with all voting members. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting. Members of the BLSHIC shall not receive additional compensation for their work on the Committee. The BLSHIC shall meet as needed to complete their responsibilities.
4. The Board, at their expense, shall retain the services of an insurance consultant to assist the BLSHIC with gathering and analyzing data related to utilization of the Board's coverage's, to provide a cost analysis of options under consideration by the BLSHIC, to prepare a RFP and analyze any responses to said RFP if directed by the BLSHIC to do so, and any other function deemed necessary by the BLSHIC.
5. All final modifications/revisions of the District health care package created by the Committee shall be achieved by consensus (i.e. all voting members agreeing on the decision or at a minimum indicating that they can live with the decision).
6. The proportion of BEA, OAPSE, and Administration representation on the committee shall be reviewed by the standing members on a yearly basis. The standing committee has the power to adjust by consensus the proportion of any member group.

L. Workers' Compensation

All employees covered under this agreement are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment. Employees shall have the option to use sick leave or wage reimbursement under the Act.

ARTICLE XV - SEVERABILITY

The Board and Association agree that any provision in this contract that supersedes State law (O.R.C. 4117.01 a) shall not be affected by this Article. However, should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then the clause shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. The clause held to be in violation of the law shall be subject to the negotiations process.

ARTICLE XVI - NO STRIKE CLAUSE

For the duration of this Agreement, neither the Association, its agents or employees represented by the Association shall engage in, assist in, sanction or approve any strike, slowdown or withholding of services designed to interfere with the normal operation of the District.

ARTICLE XVII - IMPLICATIONS

The parties acknowledge that during the negotiations that 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 constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

ARTICLE XVIII - DISCIPLINE/DUE PROCESS

A. Before implementing a demotion, suspension, or discharge on a non-probationary employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged behavior. The employee has the right to be accompanied at the conference by one union representative. The conference will be scheduled as promptly as possible by the Superintendent or his/her designee.

The Superintendent or his/her designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Superintendent may suspend the employee pending the conference to determine final disciplinary action.

B. When the Board intends to impose any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee and the Association. The notice shall include the specific charges against the employee including times, dates, and locations of chargeable actions or omissions; possible penalties; a statement of the employee's right to make use of the Grievance Procedure at Level 4 to dispute the charges or the proposed penalty; and of the conference to discuss the charges, unless the conference has already occurred.

C. The filing of a grievance shall not delay or stay disciplinary action.

D. The rights and procedures contained in this Article are in lieu of, preempt, and supersede the provisions of Ohio Revised Code Section 3319.081.

ARTICLE XIX - SALARY AND FRINGE BENEFITS

A. OAPSE Salary Schedule effective July 1, 2023

- a. 2023-2024 3% increase on the base**
- b. 2024-2025 3% increase on the base
- c. 2025-2026 3% increase on the base

**Noontime Monitors, Cafeteria Staff, Security CMS, and Health Aides are excluded from Article XIX, Section A, sub-section (a) of this salary schedule

B. 2023 - A one-time cost of living offset will be payable through regular payroll occurring on or before December 20, 2023. This is a non-pensionable (SERS) payment.

- a. \$800.00 for employees working more or equal to 7 hours per day
- b. \$500.00 for employees working 5 or more, but less than 7 hours per day**
- c. \$300.00 for employees working less than 5 hours per day

**Cleaner II grandfathered in at the 5/7.5hr position will be compensated at \$500.00

ATTACHMENT A1 - ADMINISTRATIVE ASSISTANT SALARY SCHEDULE 2023/2024

****All Noontime Monitors receive a \$1.50 per hour increase in the first year (2023-2024). Each subsequent year thereafter, an increase of 3% in 2024-2025 and an increase of 3% in 2025-2026 will be awarded.**

****All Security-CMS staff members receive a \$1.50 per hour increase in the first year (2023-2024). Each subsequent year thereafter, an increase of 3% in 2024-2025 and an increase of 3% in 2025-2026 will be awarded.**

TEACHER AIDE

188 DAYS - 7 HRS.

Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms

****All Nurse/School Health Aides receive a \$10.00 per hour increase in the first year (2023-2024). Each subsequent year thereafter, an increase of 3% in 2024-2025 and an increase of 3% in 2025-2026 will be awarded.**

****\$3.86/hour will be added to any School Health Aide who has or obtains a Bachelor's of Science in Nursing degree (BSN)**

ATTACHMENT B1 - CUSTODIAL SALARY SCHEDULE

CLEANING II**

261 DAYS - 7 HRS.

****Custodian I - High School Night Operations**

****Custodian II - High School & BCIS mid-shift, Sports Complex, GJH & BCIS nights, and storeroom**

****Custodian III - Elementary Nights, High School Nights, Restroom Custodian, Maintenance Helper**

****Cleaning I - 261 day/ 7 hour High School Position**

****Cleaning II - 261 day/ 7 hour Elementary, BCIS, and GJH Positions**

ATTACHMENT C1 - CAFETERIA SALARY SCHEDULE 2023/2024

****All positions in this salary schedule receive a \$1.50 per hour increase in the first year (2023-2024). Each subsequent year thereafter, an increase of 3% in 2024-2025 and an increase of 3% in 2025-2026 will be awarded.**

C. Retire/Rehire

Employment of Retired Boardman Classified Employees

Members of the Association, upon retirement shall be granted the following during the life of this Agreement:

1. Retired employees re-employed by the Board are considered bargaining unit members and subject to the terms of this Agreement, except as otherwise set forth herein.
2. Re-employment shall be granted in increments of one (1) year limited contracts to current employees who notify the Board of their intent to retire after the acceptance date of this Agreement. The retirement must be effective June 30th.

Retirees shall be eligible for a maximum of three (3) consecutive (1) year limited contracts.

3. A “retired” employee eligible to receive health insurance benefits through SERS and who is reemployed by the Board must agree to waive any and all right to such coverage as a condition of re-employment. To the extent that a retired employee currently or previously covered by SERS loses insurance coverage through changes in SERS regulation, state law, or through legal action, such employees would immediately be eligible to purchase the same health insurance coverage held by Boardman employees at the same cost.

4. A retiree shall be paid at the first year salary step level, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.

5. Effective July 1, 2020, seniority for Boardman employees returning to employment with the

Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement, which shall include vacation allotment, unless the employee states in writing the amount of their accumulated vacation balance they want to rollover upon retirement. In the event the District needs to implement a Reduction in Force (RIF), those employees re-employed under this provision, shall be subject to a RIF before other members of the Employee Unit. Employees re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. In the event two (2) re-employed employees, in the same area of certification, share the same seniority date within the program, Article IX, D of the Agreement will apply, or, if more than two (2) re-employed employees are tied, they shall participate in a drawing of lots, in the presence of the Superintendent and a representative designated by the OAPSE President.

6. Employees hired by the Board after retirement shall not be eligible for continuing contracts and are restricted to limited contracts of employment.

7. There will be no additional severance pay available for retired employees employed by the Board, however, such employees will accrue sick leave at a rate of 1 1/4 days per month worked. Sick leave will accumulate from year to year for retired re-employed employees. Retired employees employed by the Board may neither donate to, utilize, nor otherwise participate in the sick leave bank.

8. Re-employed employees will be awarded one (1) year limited contracts of employment (per section B. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. This transition from a one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. With a satisfactory recommendation from the Superintendent, those eligible will receive an additional one (1) year limited contract(s) that will be implemented concurrently on July 1.

9. Upon the expiration of the three (3) year period of reemployment provided in Section D2 above and in the event the District is unable to hire a qualified employee in the area of need, the Board may, at its' sole discretion, grant an employee additional one (1) year limited contract(s) under the terms and conditions set forth herein.

10. Any employee intending to be re-employed under this section of the Agreement, shall at the time of submitting his/her resignation for the purpose of retiring into SERS shall also resign from any supplemental contract he/she holds under the Agreement.

11. The parties expressly agree and fully intend this provision to supersede and take precedent over the ORC any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

12. The provisions of this Agreement are applicable only to Boardman classified employees who retire from the Board and are subsequently reemployed by the Board. The acceptance of this option does not create a vacancy.

ARTICLE XX - AFSCME PEOPLE

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board Treasurer and the OAPSE President. The Employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ATTACHMENT A1 - ADMINISTRATIVE ASSISTANT SALARY SCHEDULE 2023/2024										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMINISTRATIVE 258 DAYS - 7 HRS.	\$30,192	\$31,665	\$33,137	\$34,610	\$36,083	\$37,557	\$39,030	\$40,502		
PRINCIPAL 249 DAYS - 7 HRS.	\$26,510	\$27,983	\$29,456	\$30,928	\$32,402	\$33,875	\$35,348	\$36,819		
PRINCIPAL 208 DAYS - 7 HRS.	\$22,091	\$23,565	\$24,669	\$26,142	\$27,246	\$28,351	\$29,824	\$30,928		
GENERAL OFFICE 249 DAYS - 7 HRS.	\$23,012	\$24,485	\$25,958	\$27,450	\$28,903	\$30,376	\$31,850	\$33,323		
GENERAL OFFICE 219 DAYS - 7 HRS.	\$20,251	\$21,547	\$22,843	\$24,139	\$25,436	\$26,731	\$28,026	\$29,323		
GENERAL OFFICE 208 DAYS - 7 HRS.	\$19,330	\$20,567	\$21,804	\$23,041	\$24,278	\$25,516	\$26,753	\$27,990		
GENERAL OFFICE 198 DAYS - 7 HRS.	\$18,410	\$19,588	\$20,766	\$21,944	\$23,122	\$24,301	\$25,479	\$26,657		
ADMINISTRATIVE CLERK 258 DAYS - 7 HRS.	\$23,565	\$24,301	\$25,037	\$25,774	\$26,510	\$27,246	\$27,983	\$28,719		
SOCIAL WORKER 208 DAYS - 7 HRS.	\$27,615	\$28,719	\$29,824	\$30,928	\$32,033	\$32,953	\$33,875	\$34,979		
COMPUTER TECHNICIAN 219 DAYS - 8 HRS.	\$27,615	\$28,719	\$29,824	\$30,928	\$32,033	\$32,953	\$33,875	\$34,979		
LIBRARY CLERK 195 DAYS - 7 HRS.	\$16,936	\$17,674	\$18,410	\$19,146	\$19,883	\$20,619	\$21,355	\$22,091		
A-V TECHNICIAN 258 DAYS - 8 HRS.	\$27,615	\$28,719	\$29,824	\$30,928	\$32,033	\$32,953	\$33,875	\$34,979		
DISTRICT COMPUTER/NETWORK SPECIALIST 258 DAYS - 8 HRS.	\$40,869	\$41,607	\$42,342	\$43,080	\$43,816	\$44,552	\$45,289	\$46,025	\$46,761	\$47,497
INDEPENDENT AIDE 195 DAYS - 7 HRS.	\$18,041	\$18,778	\$19,513	\$20,251	\$20,987	\$21,724				
TEACHER AIDE 186 DAYS - 5 HRS.	\$13,254	\$13,623	\$13,992	\$14,359	\$14,728	\$15,096				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
TEACHER AIDE 186 DAYS - 7 HRS.	\$18,556	\$19,071	\$19,586	\$20,101	\$20,616	\$21,131				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
NOONTIME SUPERVISORS/MONITORS 184 DAYS - 2 HRS.	\$4,405	\$4,512	\$4,604	\$4,710	\$4,824	\$4,916				
SUB CALLER 184 DAYS - 3.6 HRS	\$7,177	\$7,381	\$7,553	\$7,755	\$7,959	\$8,134				
SECURITY - CMS 184 DAYS - 4 HRS.	\$8,803	\$9,023	\$9,207	\$9,428	\$9,649	\$9,833				
SPECIAL NEEDS ATTENDANTS 186 DAYS - 5 HRS.	\$13,254	\$13,623	\$13,992	\$14,359	\$14,728	\$15,096				
HOURLY NURSES 184 DAYS - 5, 5.5, 6, 6.5, 7.5 HRS	\$27.05/hour	\$27.57/hour	\$28.09/hour	\$28.60/hour	\$29.12/hour	\$29.64/hour				
\$3.86/hour will be added to any School Health Aide who has or obtains a Bachelor's of Science in Nursing degree (BSN)										
ATHLETIC OFFICE TICKET MGR. DIFFERENTIAL	\$4,813									

ATTACHMENT A1 - ADMINISTRATIVE ASSISTANT SALARY SCHEDULE 2024/2025										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMINISTRATIVE 257 DAYS - 7 HRS.	\$31,098	\$32,615	\$34,131	\$35,648	\$37,165	\$38,684	\$40,201	\$41,717		
PRINCIPAL 248 DAYS - 7 HRS.	\$27,305	\$28,822	\$30,340	\$31,856	\$33,374	\$34,891	\$36,408	\$37,924		
PRINCIPAL 208 DAYS - 7 HRS.	\$22,754	\$24,272	\$25,409	\$26,926	\$28,063	\$29,202	\$30,719	\$31,856		
GENERAL OFFICE 248 DAYS - 7 HRS.	\$23,702	\$25,220	\$26,737	\$28,274	\$29,770	\$31,287	\$32,806	\$34,323		
GENERAL OFFICE 218 DAYS - 7 HRS.	\$20,859	\$22,193	\$23,528	\$24,863	\$26,199	\$27,533	\$28,867	\$30,203		
GENERAL OFFICE 208 DAYS - 7 HRS.	\$19,910	\$21,184	\$22,458	\$23,732	\$25,006	\$26,281	\$27,556	\$28,830		
GENERAL OFFICE 198 DAYS - 7 HRS.	\$18,962	\$20,176	\$21,389	\$22,602	\$23,816	\$25,030	\$26,243	\$27,457		
ADMINISTRATIVE CLERK 257 DAYS - 7 HRS.	\$24,272	\$25,030	\$25,788	\$26,547	\$27,305	\$28,063	\$28,822	\$29,581		
SOCIAL WORKER 208 DAYS - 7 HRS.	\$28,443	\$29,581	\$30,719	\$31,856	\$32,994	\$33,942	\$34,891	\$36,028		
COMPUTER TECHNICIAN 218 DAYS - 8 HRS.	\$28,443	\$29,581	\$30,719	\$31,856	\$32,994	\$33,942	\$34,891	\$36,028		
A-V TECHNICIAN 257 DAYS - 8 HRS.	\$28,443	\$29,581	\$30,719	\$31,856	\$32,994	\$33,942	\$34,891	\$36,028		
DISTRICT COMPUTER/NETWORK SPECIALIST 257 DAYS - 8 HRS.	\$42,095	\$42,855	\$43,612	\$44,372	\$45,130	\$45,889	\$46,648	\$47,406	\$48,164	\$48,922
INDEPENDENT AIDE 195 DAYS - 7 HRS.	\$18,582	\$19,341	\$20,098	\$20,859	\$21,617	\$22,376				
TEACHER AIDE 186 DAYS - 5 HRS.	\$13,652	\$14,032	\$14,412	\$14,790	\$15,170	\$15,549				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
TEACHER AIDE 186 DAYS - 7 HRS.	\$19,113	\$19,643	\$20,174	\$20,704	\$21,234	\$21,765				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
NOONTIME SUPERVISORS/MONITORS 183 DAYS - 2 HRS.	\$4,537	\$4,647	\$4,742	\$4,851	\$4,969	\$5,063				
SUB CALLER 183 DAYS - 3.6 HRS	\$7,392	\$7,602	\$7,780	\$7,988	\$8,198	\$8,378				
SECURITY - CMS 183 DAYS - 4 HRS.	\$9,067	\$9,294	\$9,483	\$9,711	\$9,938	\$10,128				
SPECIAL NEEDS ATTENDANTS 186 DAYS - 5 HRS.	\$13,652	\$14,032	\$14,412	\$14,790	\$15,170	\$15,549				
HOURLY NURSES 184 DAYS - 5, 5.5, 6, 6.5, 7.5 HRS	\$ 27.86	\$ 28.40	\$ 28.93	\$ 29.46	\$ 29.99	\$ 30.53				
\$3.86/hour will be added to any School Health Aide who has or obtains a Bachelor's of Science in Nursing degree (BSN)										
ATHLETIC OFFICE TICKET MGR. DIFFERENTIAL	\$4,957									

ATTACHMENT A1 - ADMINISTRATIVE ASSISTANT SALARY SCHEDULE 2025/2026										
ADMINISTRATIVE 257 DAYS - 7 HRS.	\$32,031	\$33,593	\$35,155	\$36,717	\$38,280	\$39,845	\$41,407	\$42,969		
PRINCIPAL 248 DAYS - 7 HRS.	\$27,305	\$28,822	\$30,340	\$31,856	\$33,374	\$34,891	\$36,408	\$37,924		
PRINCIPAL 208 DAYS - 7 HRS.	\$23,437	\$25,000	\$26,171	\$27,734	\$28,905	\$30,078	\$31,641	\$32,812		
GENERAL OFFICE 248 DAYS - 7 HRS.	\$24,413	\$25,977	\$27,539	\$29,122	\$30,663	\$32,226	\$33,790	\$35,353		
GENERAL OFFICE 218 DAYS - 7 HRS.	\$20,859	\$22,193	\$23,528	\$24,863	\$26,199	\$27,533	\$28,867	\$30,203		
GENERAL OFFICE 208 DAYS - 7 HRS.	\$20,507	\$21,820	\$23,132	\$24,444	\$25,756	\$27,069	\$28,383	\$29,695		
GENERAL OFFICE 198 DAYS - 7 HRS.	\$18,962	\$20,176	\$21,389	\$22,602	\$23,816	\$25,030	\$26,243	\$27,457		
ADMINISTRATIVE CLERK 257 DAYS - 7 HRS.	\$24,272	\$25,030	\$25,788	\$26,547	\$27,305	\$28,063	\$28,822	\$29,581		
SOCIAL WORKER 208 DAYS - 7 HRS.	\$28,443	\$29,581	\$30,719	\$31,856	\$32,994	\$33,942	\$34,891	\$36,028		
COMPUTER TECHNICIAN 218 DAYS - 8 HRS.	\$28,443	\$29,581	\$30,719	\$31,856	\$32,994	\$33,942	\$34,891	\$36,028		
LIBRARY CLERK 195 DAYS - 7 HRS.	\$17,967	\$18,750	\$19,531	\$20,312	\$21,093	\$21,875	\$22,656	\$23,437		
A-V TECHNICIAN 257 DAYS - 8 HRS.	\$29,296	\$30,468	\$31,641	\$32,812	\$33,984	\$34,960	\$35,938	\$37,109		
DISTRICT COMPUTER/NETWORK SPECIALIST 257 DAYS - 8 HRS.	\$43,358	\$44,141	\$44,920	\$45,703	\$46,484	\$47,266	\$48,047	\$48,828	\$49,609	\$50,390
INDEPENDENT AIDE 195 DAYS - 7 HRS.	\$19,139	\$19,921	\$20,701	\$21,485	\$22,266	\$23,047				
TEACHER AIDE 186 DAYS - 5 HRS.	\$14,062	\$14,453	\$14,844	\$15,234	\$15,625	\$16,015				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
TEACHER AIDE 186 DAYS - 7 HRS.	\$19,686	\$20,232	\$20,779	\$21,325	\$21,871	\$22,418				
Additional Supplement of \$6,000.00 for Intensive Needs Aide for Cross- Categorical Rooms and Behavior Support Rooms										
NOONTIME SUPERVISORS/MONITORS 183 DAYS - 2 HRS.	\$4,673	\$4,786	\$4,884	\$4,997	\$5,118	\$5,215				
SUB CALLER 183 DAYS - 3.6 HRS	\$7,614	\$7,830	\$8,013	\$8,228	\$8,444	\$8,629				
SECURITY - CMS 183 DAYS - 4 HRS.	\$9,339	\$9,573	\$9,767	\$10,002	\$10,236	\$10,432				
SPECIAL NEEDS ATTENDANTS 186 DAYS - 5 HRS.	\$14,062	\$14,453	\$14,844	\$15,234	\$15,625	\$16,015				
HOURLY NURSES 184 DAYS - 5, 5.5, 6, 6.5, 7.5 HRS	\$ 28.70	\$ 29.25	\$ 29.80	\$ 30.34	\$ 30.89	\$ 31.45				
\$3.86/hour will be added to any School Health Aide who has or obtains a Bachelor's of Science in Nursing degree (BSN)										
ATHLETIC OFFICE TICKET MGR. DIFFERENTIAL	\$5,106									

[illegible]

[illegible]

[illegible]

ATTACHMENT C1 - CAFETERIA SALARY SCHEDULE 2023/2024											
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
SERVERS	184 DAYS - 2 HRS.	\$4,361	\$4,409	\$4,460	\$4,508	\$4,560	\$4,607	\$4,655	\$4,707	\$4,755	\$4,806
SERVERS	184 DAYS - 2.5 HRS.	\$5,451	\$5,511	\$5,575	\$5,635	\$5,699	\$5,759	\$5,819	\$5,883	\$5,943	\$6,008
SERVERS	184 DAYS - 3.5 HRS.	\$7,631	\$7,715	\$7,805	\$7,889	\$7,979	\$8,063	\$8,153	\$8,237	\$8,327	\$8,411
SERVERS	184 DAYS - 5.5 HRS.	\$11,992	\$12,124	\$12,265	\$12,397	\$12,539	\$12,670	\$12,812	\$12,943	\$13,085	\$13,217
CAFETERIA MANAGER	187 DAYS - 7 HRS.	\$22,724	\$23,091	\$23,457	\$23,824	\$24,190	\$24,544	\$24,910	\$25,277	\$25,643	\$26,010
H.S. CAFETERIA MANAGER	187 DAYS - 7 HRS.	\$24,544	\$24,910	\$25,277	\$25,643	\$26,010	\$26,376	\$26,730	\$27,096	\$27,463	\$27,829
COOK	187 DAYS - 6.5 HRS.	\$19,679	\$20,044	\$20,408	\$20,761	\$21,125	\$21,490	\$21,855	\$21,782	\$22,584	\$22,949
HELPER	187 DAYS - 6.5 HRS.	\$18,950	\$19,314	\$19,679	\$20,044	\$20,408	\$20,761	\$21,125	\$21,490	\$21,855	\$22,219
IN CHARGE SATELLITE SERVER/ BREAKFAST SERVER	184 DAYS - 5 HRS.	\$11,840	\$11,960	\$12,080	\$12,199	\$12,310	\$12,429	\$12,549	\$12,659	\$12,779	\$12,898
SERVING AFTER SCHOOL PROGRAM		\$190									
FOR EACH ADDITIONAL BREAKFAST/LUNCH PROGRAM SERVED		\$379									

ATTACHMENT C1 - CAFETERIA SALARY SCHEDULE 2024/2025										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
SERVERS 184 DAYS - 2 HRS.	\$4,492	\$4,541	\$4,594	\$4,643	\$4,697	\$4,745	\$4,795	\$4,848	\$4,898	\$4,950
SERVERS 184 DAYS - 2.5 HRS.	\$5,615	\$5,676	\$5,742	\$5,804	\$5,870	\$5,932	\$5,994	\$6,059	\$6,121	\$6,188
SERVERS 184 DAYS - 3.5 HRS.	\$7,860	\$7,946	\$8,039	\$8,126	\$8,218	\$8,305	\$8,398	\$8,484	\$8,577	\$8,663
SERVERS 184 DAYS - 5.5 HRS.	\$12,352	\$12,488	\$12,633	\$12,769	\$12,915	\$13,050	\$13,196	\$13,331	\$13,478	\$13,614
CAFETERIA MANAGER 187 DAYS - 7 HRS.	\$23,406	\$23,784	\$24,161	\$24,539	\$24,916	\$25,280	\$25,657	\$26,035	\$26,412	\$26,790
H.S. CAFETERIA MANAGER 187 DAYS - 7 HRS.	\$25,280	\$25,657	\$26,035	\$26,412	\$26,790	\$27,167	\$27,532	\$27,909	\$28,287	\$28,664
COOK 187 DAYS - 6.5 HRS.	\$20,269	\$20,645	\$21,020	\$21,384	\$21,759	\$22,135	\$22,511	\$22,886	\$23,262	\$23,637
HELPER 187 DAYS - 6.5 HRS.	\$19,519	\$19,893	\$20,269	\$20,645	\$21,020	\$21,384	\$21,759	\$22,135	\$22,511	\$22,886
IN CHARGE SATELLITE SERVER/ BREAKFAST SERVER 184 DAYS - 5 HRS.	\$12,195	\$12,319	\$12,442	\$12,565	\$12,679	\$12,802	\$12,925	\$13,039	\$13,162	\$13,285
SERVING AFTER SCHOOL PROGRAM	\$196									
FOR EACH ADDITIONAL BREAKFAST/LUNCH PROGRAM SERVED	\$390									

ATTACHMENT C1 - CAFETERIA SALARY SCHEDULE 2025/2026										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
SERVERS 184 DAYS - 2 HRS.	\$4,627	\$4,677	\$4,732	\$4,782	\$4,838	\$4,887	\$4,939	\$4,993	\$5,045	\$5,099
SERVERS 184 DAYS - 2.5 HRS.	\$5,783	\$5,846	\$5,914	\$5,978	\$6,046	\$6,110	\$6,174	\$6,241	\$6,305	\$6,374
SERVERS 184 DAYS - 3.5 HRS.	\$8,096	\$8,184	\$8,280	\$8,370	\$8,465	\$8,554	\$8,650	\$8,739	\$8,834	\$8,923
SERVERS 184 DAYS - 5.5 HRS.	\$12,723	\$12,863	\$13,012	\$13,152	\$13,302	\$13,442	\$13,592	\$13,731	\$13,882	\$14,022
CAFETERIA MANAGER 187 DAYS - 7 HRS.	\$24,108	\$24,498	\$24,886	\$25,275	\$25,663	\$26,038	\$26,427	\$26,816	\$27,204	\$27,594
H.S. CAFETERIA MANAGER 187 DAYS - 7 HRS.	\$26,038	\$26,427	\$26,816	\$27,204	\$27,594	\$27,982	\$28,358	\$28,746	\$29,136	\$29,524
COOK 187 DAYS - 6.5 HRS.	\$20,877	\$21,264	\$21,651	\$22,026	\$22,412	\$22,799	\$23,186	\$23,108	\$23,960	\$24,346
HELPER 187 DAYS - 6.5 HRS.	\$20,105	\$20,490	\$20,877	\$21,264	\$21,651	\$22,026	\$22,412	\$22,799	\$23,186	\$23,573
IN CHARGE SATELLITE SERVER/ BREAKFAST SERVER 184 DAYS - 5 HRS.	\$12,561	\$12,689	\$12,815	\$12,942	\$13,059	\$13,186	\$13,313	\$13,430	\$13,557	\$13,684
SERVING AFTER SCHOOL PROGRAM	\$202									
FOR EACH ADDITIONAL BREAKFAST/LUNCH PROGRAM SERVED	\$402									

ATTACHMENT D1 - TRANSPORTATION SALARY SCHEDULE 2023/2024										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
HEAD MECHANIC 258 DAYS - 8 HRS.	\$44,588	\$45,323	\$46,060	\$46,796	\$47,532	\$48,269	\$49,005	\$49,742	\$50,905	\$51,215
MECHANIC 258 DAYS - 8 HRS.	\$41,258	\$41,993	\$42,727	\$43,462	\$44,197	\$44,932	\$45,666	\$46,402	\$47,136	\$47,870
BUS DRIVERS** 186 DAYS - 4 HRS.	\$13,254	\$13,992	\$14,728	\$15,463	\$16,201	\$16,936	\$17,674	\$18,410		
**Any bus driver who drives a van will receive bus driver wages.										
BUS AIDE 186 DAYS - 4 HRS.	\$8,526	\$8,901	\$9,268	\$9,635	\$10,002	\$10,369	\$10,736	\$11,111		
KINDERGARTEN RUN 186 DAYS - 1 HR.	\$4,713									
KINDERGARTEN RUN 186 DAYS - 1.25 HRS.	\$5,892									
KINDERGARTEN RUN 186 DAYS - 1.5 HRS.	\$7,070									
KINDERGARTEN RUN 186 DAYS - 1.5 HRS.	\$7,070									
CROSSING GUARD 186 DAYS - 3 HRS.	\$4,234									
HOURLY ON BOARD INSTRUCTORS	\$24.80									
FIELD TRIP RATE shall be the driver's hourly rate to a maximum of \$19.64										

ATTACHMENT D1 - TRANSPORTATION SALARY SCHEDULE 2024/2025										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
HEAD MECHANIC 257 DAYS - 8 HRS.	\$45,926	\$46,683	\$47,442	\$48,200	\$48,958	\$49,717	\$50,475	\$51,234	\$52,432	\$52,751
MECHANIC 257 DAYS - 8 HRS.	\$42,496	\$43,253	\$44,009	\$44,766	\$45,523	\$46,280	\$47,036	\$47,794	\$48,550	\$49,306
BUS DRIVERS** 185 DAYS - 4 HRS.	\$13,652	\$14,412	\$15,170	\$15,927	\$16,687	\$17,444	\$18,204	\$18,962		
**Any bus driver who drives a van will receive bus driver wages.										
BUS AIDE 185 DAYS - 4 HRS.	\$8,782	\$9,168	\$9,546	\$9,924	\$10,302	\$10,680	\$11,058	\$11,444		
KINDERGARTEN RUN 185 DAYS - 1 HR.	\$4,854									
KINDERGARTEN RUN 185 DAYS - 1.25 HRS.	\$6,069									
KINDERGARTEN RUN 185 DAYS - 1.5 HRS.	\$7,282									
KINDERGARTEN RUN 185 DAYS - 1.5 HRS.	\$7,282									
CROSSING GUARD 185 DAYS - 3 HRS.	\$4,361									
HOURLY ON BOARD INSTRUCTORS	\$25.54									
FIELD TRIP RATE shall be the driver's hourly rate to a maximum of \$20.23										

ATTACHMENT D1 - TRANSPORTATION SALARY SCHEDULE 2025/2026										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
HEAD MECHANIC 257 DAYS - 8 HRS.	\$47,304	\$48,083	\$48,865	\$49,646	\$50,427	\$51,209	\$51,989	\$52,771	\$54,005	\$54,334
MECHANIC 257 DAYS - 8 HRS.	\$43,771	\$44,551	\$45,329	\$46,109	\$46,889	\$47,668	\$48,447	\$49,228	\$50,007	\$50,785
BUS DRIVERS** 185 DAYS - 4 HRS.	\$14,062	\$14,844	\$15,625	\$16,405	\$17,188	\$17,967	\$18,750	\$19,531		
**Any bus driver who drives a van will receive bus driver wages.										
BUS AIDE 185 DAYS - 4 HRS.	\$9,045	\$9,443	\$9,832	\$10,222	\$10,611	\$11,000	\$11,390	\$11,787		
KINDERGARTEN RUN 185 DAYS - 1 HR.	\$5,000									
KINDERGARTEN RUN 185 DAYS - 1.25 HRS.	\$6,251									
KINDERGARTEN RUN 185 DAYS - 1.5 HRS.	\$7,500									
KINDERGARTEN RUN 185 DAYS - 1.5 HRS.	\$7,500									
CROSSING GUARD 185 DAYS - 3 HRS.	\$4,492									
HOURLY ON BOARD INSTRUCTORS	\$26.31									
FIELD TRIP RATE shall be the driver's hourly rate to a maximum of \$20.84										

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Attachment E - Signoff

This Agreement shall remain in Force and Effect from July 1, 2023 to June 30, 2026.


The Parties to this Contract signed as witnessed below.

FOR THE BOARD OF EDUCATION OF THE BOARDMAN LOCAL SCHOOLS



President of Board

1-24-24
Date



Chief Negotiator

1-24-24
Date



Negotiator

1-24-24
Date



Negotiator

1-24-24
Date

Negotiator

Date

FOR THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER #334




OAPSE President/ Chief Negotiator

1-18-24
Date



Negotiator

1-18-24
Date



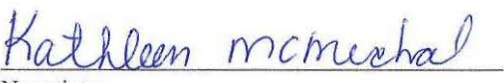
Negotiator

1-22-24
Date



Negotiator

1-22-24
Date



Negotiator

1-22-24
Date

Negotiator

Date