



11/17/2023  
2311-02  
23-MED-04-0417  
43640

---

# **AGREEMENT**

---

**Between the**  
**BROOKFIELD ASSOCIATION OF SCHOOL EMPLOYEES**  
**and the**  
**BROOKFIELD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

**JULY 1, 2023 - JUNE 30, 2026**

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION.....1
ARTICLE II	PROCEDURES FOR CONDUCTING NEGOTIATIONS .....1
	A. Negotiable Areas .....1
	B. Initiation of Negotiations – Submission of Issues .....1
	C. Negotiations Held in Non-Public Sessions .....2
	D. Negotiating Teams .....2
	E. Negotiation Meetings.....2
	F. Caucus .....2
	G. Exchange of Information.....2
	H. Press Release and/or Progress Reports .....2
	I. Item Agreement.....3
	J. Agreement.....3
	K. Disagreement.....3
	L. Waiver of Negotiations During Term of Agreement ...4
ARTICLE III	WORKING CONDITIONS .....4
	A. Cafeteria Personnel.....4
	B. Custodial Personnel .....5
	C. Maintenance Utility .....6
	D. Educational Assistant Personnel .....7
	E. Monitor Personnel .....7
	F. Secretarial Personnel .....7
	G. Transportation Personnel .....8
	H. Mechanics .....12
	I. Assistant Nurse .....12
	J. Breaks .....12
	K. Travel Allowances .....12
	L. Modifying Work Schedules .....13
ARTICLE IV	GRIEVANCE PROCEDURE .....13
	A. Definitions.....13
	B. Grievance Procedure .....14
	C. Other Procedural Matters .....16
ARTICLE V	LEAVES .....17
	A. Sick Leave.....17
	B. Sick Leave Bank.....18
	C. Personal Leave .....20
	D. Attendance Incentive .....21
	E. Jury Duty .....21
	F. Military Duty Leave .....21

	G.	Workers' Compensation .....	21
	H.	Reporting of Work-Related Injury .....	22
	I.	Family Medical Leave.....	22
	J.	Unpaid Leaves of Absence (other than FMLA).....	23
	K.	Bereavement Leave .....	24
ARTICLE VI		INSURANCE .....	24
ARTICLE VII		UNION DUES/FEEES DEDUCTIONS.....	26
ARTICLE VIII		JOB POSTING PROCEDURE .....	27
	A.	New Positions .....	27
	B.	Posting Procedure .....	27
	C.	Posting Vacancies .....	27
	D.	Filling of Vacancies and New Positions .....	27
	E.	Time Limitations.....	28
ARTICLE IX		HOLIDAYS AND VACATIONS .....	28
	A.	Holidays .....	28
	B.	Vacation Schedule.....	29
ARTICLE X		SEVERANCE PAY & RETIREMENT INCENTIVE .....	30
	A.	Severance Pay .....	30
	B.	Retirement Incentive.....	30
ARTICLE XI		REDUCTION IN FORCE.....	31
ARTICLE XII		HOURS OF WORK AND OVERTIME.....	33
	A.	Standard Work Week .....	33
	B.	Overtime.....	33
	C.	Saturday and Sunday Work.....	33
	D.	Call-in Time .....	34
	E.	Non-Related Group Work .....	34
	F.	Calamity Days .....	34
	G.	Summer Work .....	34
	H.	Summer Extra Work .....	34
ARTICLE XIII		GENERAL PROVISIONS.....	35
	A.	Administration of Medication to Students .....	35
	B.	Reporting Off/On Procedure.....	35
	C.	Tax Sheltering of Retirement Contributions.....	35
	D.	Filing of Extra-Curricular Duty Positions .....	35
	E.	Physicals .....	36
	F.	Criminal Checks .....	36
	G.	Early Dismissal Days.....	36
	H.	Securing a Substitute .....	36
	I.	Direct Deposit & Supplemental Pay .....	36

ARTICLE XIV	UNION RIGHTS .....	37
	A. Use of School Mail .....	37
	B. Bulletin Boards.....	37
	C. Use of Facilities .....	37
	D. Notice of Board Meetings .....	37
	E. Workshops.....	37
	F. Worksite Visitation .....	37
	G. Union Representation .....	38
	H. Labor-Management Committee .....	38
	I. Meetings .....	38
	J. Union .....	38
	K. Attendance at Conference .....	38
	L. Union Meetings.....	38
ARTICLE XV	INDIVIDUAL RIGHTS .....	39
	A. Personnel Files.....	39
	B. Disciplinary Procedures .....	40
	C. Leaving Building .....	40
ARTICLE XVI	MANAGEMENT RIGHTS .....	40
ARTICLE XVII	SALARY SCHEDULES .....	41
	A. Longevity .....	41
	B. Placement on the Salary Schedule.....	41
ARTICLE XVIII	JOB DESCRIPTIONS .....	42
ARTICLE XIX	DURATION .....	43
<b>APPENDICES</b>		
APPENDIX A-1	COMPENSATION SCHEDULES EFFECITVE JULY 1, 2023 .....	44
APPENDIX A-2	COMPENSATION SCHEDULES EFFECITVE JULY 1, 2024 .....	45
APPENDIX A-3	COMPENSATION SCHEDULES EFFECITVE JULY 1, 2025 .....	46
APPENDIX B	GRIEVANCE FORM.....	47

## **ARTICLE I - RECOGNITION**

The Brookfield Local School District Board of Education, hereinafter referred to as the "BOARD," recognizes the Brookfield Association of School Employees, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Union," as sole and exclusive bargaining agent for the purpose of Collective Bargaining as defined in ORC Chapter 4117 for all classified employees employed within the following bargaining unit classifications:

- Transportation
- Mechanic
- Cafeteria Personnel
- Custodial
- Maintenance/Utility
- Secretary
- Educational Assistant
- Monitor
- Nurse Assistant

Exclusions to the bargaining unit shall be:

- Substitutes
- Cafeteria Supervisor
- Maintenance Supervisor
- Transportation Supervisor
- Secretary to the Superintendent
- Payroll Clerk
- Treasurer
- Assistant to the Treasurer
- Assistant Maintenance Supervisor

For negotiation of the ensuing agreement, the Board agrees to bargain with the Union provided it retains its certification as sole and exclusive bargaining agent for all classified employees employed or to be employed within the above described bargaining unit.

## **ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

- A. Negotiable Areas - All items relating to wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement will be considered as negotiable items, except as otherwise excluded in Ohio Revised Code Section 4117.08. In areas not clearly defined by this section, these areas may become negotiable.
- B. Initiation of Negotiations - Submission of Issues - Either party may initiate negotiations under this agreement by notifying the other party in writing between 120 and 60 calendar days prior to the expiration of the agreement. A mutually convenient date will be set within twenty-one (21) days of the initial request unless both parties agree otherwise.

Once the meeting date, time and place have been established by both parties, the following procedures will be used:

In the first meeting, the parties shall mutually exchange initial written proposals.

The parties will limit the negotiations to the items, issues and/or proposals contained in the initial written proposals unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

- C. Negotiations Held in Non-Public Sessions - Negotiations shall be held exclusively between the Board and the Union. The parties agree negotiations will be held in non-public sessions.
- D. Negotiating Teams - The Board and the Union shall each be represented at all negotiations sessions by a team of their respective choice. Representation at bargaining meetings shall not exceed five (5) representatives of the Board and five (5) representatives of BASE.
- E. Negotiation Meetings - The Superintendent or his designated representatives shall meet at reasonable times with representatives of the Union for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. Meetings shall be called upon the written request of any one of the parties which shall contain the reasons for the request. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal or require the making of a concession. All meetings shall be non-public sessions. Should such meetings fall within a team member's work shift, such member(s) shall be excused from duty without loss of pay. Negotiation meetings shall last for three (3) hours unless otherwise mutually agreed. At each meeting the parties shall determine the next meeting date, time and a list of issues or proposals for an agenda.
- F. Caucus - Either party may recess for caucuses at any time. The parties agree that caucuses shall be no longer than fifteen (15) minutes, unless extended by mutual agreement.
- G. Exchange of Information - The Board and the Superintendent agree to furnish the Union, upon reasonable request, all public information concerning financial resources of the District. Nothing herein shall require the Board and the Superintendent to create information not already in existence.
- H. Press Release and/or Progress Reports - No press releases shall be issued during negotiations unless mutually agreed upon by both parties, or should the parties reach impasse.

- I. Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiators of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the Union and adoption by the Board.
- J. Agreement - When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Union for ratification. The parties shall recommend the entire tentative agreement to their respective constituents for approval.

Following ratification by the Union, said written agreements between the parties shall be submitted to the Board for ratification and adoption at the next regularly scheduled meeting of the Board. Upon adoption by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

- K. Disagreement
  - 1. Either party may, at any time, request a federal mediator from the Federal Mediation and Conciliation Service to assist the parties in negotiation.
  - 2. Should a final tentative agreement not be reached within sixty (60) days after the first bargaining session, or in the event a final tentative agreement is not reached after full consideration of proposals and counter-proposals, either party shall have the option of declaring impasse so long as the parties have attempted to resolve the remaining issues not resolved through Item Agreement with the assistance of a federal mediator from the Federal Mediation and Conciliation Service.
  - 3. If impasse is declared, it is with the understanding that the impasse procedure is declared on all issues where agreement has not been reached.
  - 4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
  - 5. The assigned mediator has the authority to recommend but not to bind either party to any agreement.
  - 6. The Board acknowledges that the Union retains the right to strike under Section 4117.14 (D) (2) of the Ohio Revised Code and nothing herein shall be construed to limit the Union's right to strike.
  - 7. Under no circumstances shall the District, its officials, or its supervisors threaten, or directly or indirectly cause, instigate, support, encourage or condone a "lock out" of bargaining unit employees.

L. Waiver of Negotiations During Term of Agreement

The Board and the Union shall acknowledge that during negotiations resulting in any agreement, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter, and that said agreement was arrived at by the parties after the exercise of the right and opportunity. Further, the Board and the Union waive, during the term of this agreement, the right to negotiate a matter unless mutually agreed upon.

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued, such provision (only to the extent such provision, application or agreement is in conflict with any federal or state law), application or agreement shall be inoperative. Further, the Board and the Union waive, during the term of this agreement, the right to negotiate a matter unless mutually agreed upon.

**ARTICLE III - WORK CONDITIONS**

A. Cafeteria Personnel

1. Cafeteria employees are hired to work in the food service division of the Brookfield Local School District in accordance with the directions of their supervisor under the rules and regulations of the State of Ohio.
2. Cafeteria employees can be hired on either a part-time basis or a full-time basis to work in the District's food service division.
3. Cafeteria employees shall be paid for 183 contractual work days per year, plus paid holidays.
4. The length of the workday shall consist of:

Cook	7 hours & 15 minutes/day	As scheduled (including 1/2 hour uninterrupted paid lunch period)
Cook's Helper/Cashier	5 hours & 55 minutes/day	As scheduled
5. When it is determined that the kitchen needs to be used, a cafeteria worker is required to be present. If the ovens are to be used, the cafeteria worker must be a cook. When the ovens are not in use any cafeteria worker will be assigned, starting with the most senior cafeteria worker, on a rotating basis. If no cook is available for oven use, then a cook helper/cashier can be assigned on an emergency basis.



B. Custodial Personnel

Custodial Personnel work in the District's K-12 Complex and School Field. Custodians shall be paid for 248 contractual work days per year, plus paid holidays.

1. Work Day – School Year

a. Full Time

The work day for full time custodial personnel shall include a one-half hour uninterrupted paid lunch and may be scheduled during the following times:

- i. Day Shift: 8 hours/day as scheduled.
- ii. Afternoon Shift: 8 hours/day as scheduled.

b. Part Time

The work day for part time custodial personnel shall not include a lunch period and may be scheduled during the following times:

- i. Day Shift: 5 hours & 55 minutes/day as scheduled.
- ii. Afternoon Shift: 5 hours & 55 minutes/day as scheduled.

c. Modifying Work Shift Assignment

The Superintendent or his/her designee shall notify each custodial employee of his/her shift assignment by August 15<sup>th</sup> each year. That shift assignment (i.e., day, afternoon) shall remain in place for that school year, unless changed by agreement of the affected employee(s) and Association President with approval from the Superintendent.

2. Overtime – Extracurricular Activities

Custodial assignments for extracurricular activities shall be assigned on a rotation basis, according to seniority. If a person with more seniority declines an extracurricular opportunity, that person will go to the bottom of the rotation list, and the next senior person will be given the opportunity to accept the extracurricular assignment.

3. Work Day – Summer Break

All full-time custodial personnel shall work day turn during the summer break for the following hours: 7:00 a.m. to 3:00 p.m.

Part time custodial personnel shall work 5 hour and 55 minute hours/day during the summer break.

4. Outside Activities

On a regular basis, the Association and Superintendent will review the use of facilities by outside groups/schools to identify whether any are failing to clean up the facility after its use. The Superintendent will address the failing to clean issue with the outside group/school to minimize repeated occurrence.

In the event, an outside group and/or school's use of the facility requires the custodian to redo an area of previously completed work by him/her, the affected custodian shall contact his/her supervisor for direction, but shall attend to his/her remaining regular duties unless the area that needs to be redone creates a safety or hygiene issue that must be immediately addressed until s/he receives directive from the supervisor. So long as the custodian has followed this procedure, s/he will not be subject to discipline or adverse evaluation.

The Superintendent shall determine whether an additional custodian needs to be on duty for a function at the District's K-12 complex that takes place after regular work hours.

5. Outside Contractors

The Board will make a reasonable effort to have contractors leave their work site in the same manner and state of cleanliness in which it was found. However, in the event that custodians are responsible to clean up a contractor's work area which requires the custodians' hours to exceed eight (8) hours per day, the custodians shall be paid at the rate of time and one-half for all hours worked over eight (8).

C. Maintenance Utility

Maintenance Utility personnel shall work in the District's K-12 Complex and School Field. Maintenance Utility personnel shall be paid for 248 contractual work days per year, plus paid holidays.

1. Work Day – School Year

a. Full Time

The work day for full time Maintenance Utility personnel shall be an eight (8) hour day shift and shall include a one-half hour uninterrupted paid lunch.

b. Modifying Work Schedule

The District may modify the scheduled start/end times by up to one-half hour provided prior notice has been provided to the affected employee.

2. Outside Contractors

The Maintenance supervisor will make a reasonable effort to utilize the Maintenance Utility personnel for repairs prior to hiring outside contractors.

D. Educational Assistant Personnel

1. All assistant positions will be for 5 hours 55 minutes per day except when a student IEP requires more time. Such hours will be consecutive. Only Educational Assistants working six (6) hours or more per day will receive a one-half (1/2) hour uninterrupted paid lunch period. The educational assistant work year shall be as follows:

The Educational Assistant shall be paid for 180 contractual work days per year, plus paid holidays.

2. All Educational Assistants must comply with applicable state licensure and federal qualification requirements for paraprofessionals as a condition of continued employment. The Board shall reimburse Educational Assistants for any charges associated with maintaining state licensure and federal qualification requirements.

E. Monitor Personnel

The length of the work day shall be determined by the number of hours required by the position(s). Such hours will be consecutive. Only Monitors working six (6) hours or more per day will receive a one-half (1/2) hour uninterrupted paid lunch period. Monitors shall be paid for 180 contractual work days per year, plus paid holidays.

F. Secretarial Personnel

Secretarial Personnel work in their assigned building (high school, middle school, elementary school) and provide support to the building administrators as directed.

1. Work Year

All secretarial personnel work 10.5 month positions and shall be paid for 203 contractual work days per year, plus paid holidays.

Upon recommendation by a building administrator and approval by the Board, the Superintendent may offer each secretary up to five (5) extended days to be worked immediately before or after the school year.

2. Work Day

The work day for full time secretarial personnel shall include a one-half hour uninterrupted paid lunch and may be scheduled with a start time that is no more than ½ hour prior to the scheduled start time for the building to which the secretary is assigned. Secretarial personnel shall be notified by August 15<sup>th</sup> of his/her work schedule, including start and end times, which shall remain in place for that school year, unless changed by agreement of the affected employee(s), building principal, and Association President with approval from the Superintendent.

3. Calling Substitutes

Secretarial staff shall not be required to call substitutes during non-work hours but may be asked in an emergency situation to call substitutes during work hours.

4. Qualification Testing

Employees in classifications other than secretarial shall be required pass a test in order to qualify for a secretarial opening.

5. Deliveries

Secretarial personnel shall be required to check in deliveries and must promptly arrange for its immediate distribution to the addressed recipient.

6. Summer Recess

If secretarial personnel are working either a contractual or extended day during summer recess, s/he must follow building safety procedures including checking in/out visitors.

7. Collection of Money

Secretaries are not responsible for fund raisers and/or money collection for any outside groups, including but not limited to, the Brookfield Parents Association.

G. Transportation Personnel

1. School bus drivers shall be employed to drive in accordance with the directions of the Transportation Supervisor of the School District, the rules and regulations of the State of Ohio, Board Policies and federal regulations regarding CDL's.

2. Athletic, Field and Extra-Curricular Trips

- a. All field trips or extra trips to be assigned on a rotation basis, according to seniority. (These trips to be defined as any trips over and above the regularly scheduled runs).
    - i. Drivers shall have the option to take extra-curricular field trips or drive their regular route. Should the driver take the trip, the driver shall be docked for that portion of their regular route they did not drive.
    - ii. Extra-Curricular/Field Trip. During the life of this Agreement, drivers shall be paid \$17.00 per hour for all hours of the extra-curricular field trip. Drivers electing to accept an extra-curricular field trip shall be paid a minimum of two (2) hours for each trip.
  - b. Trips shall be for a continuous time period from storage to return to storage regardless of the number of hours of the entire trip.
  - c. The Transportation Supervisor shall post and maintain an up-to-date seniority roster and an athletic, field and extra-curricular trip roster.
  - d. Each trip ticket shall include the name, where the trip originates and trip destination. A map of the route from Brookfield to the trip destination shall be included with trip ticket detailing the route, destination and parking to be used. The map is to be provided by the person/group requesting the trip. It is the responsibility of the driver to inform the Transportation Supervisor within twenty-four (24) hours of the trip in the event a map has not been provided by the person/group requesting the field trip. The Transportation Supervisor will make reasonable efforts to obtain the map from the person/group requesting the field trip.
  - e. All drivers shall be responsible for refueling of the bus used for extra-curricular, field or athletic trips upon their return. If the building is locked, the same driver(s) will refuel the next morning if scheduled to work. In the event that the driver is not scheduled to work the following day, the bus driver who is assigned to the bus used for the extracurricular, field or athletic trip shall refuel the bus.
3. Procedures for bus transportation discipline problems shall be reviewed yearly no later than September 15. The Transportation Supervisor, Superintendent or his/her designee, and bus driver representative shall comprise the members of a committee to work out definite procedures for Administration, drivers and students.

4. Bus routes shall be assigned by the Supervisor. No later than the last day of the school year written input for potential changes pertaining to bus runs will be given by drivers to the Transportation Supervisor for his/her consideration.

Bus vacancies made available during the school year shall be posted and filled according to the procedure in Article VIII.

5. Prior to the opening of school, the Transportation Supervisor shall provide, to each driver, a list of the names and addresses of all students assigned to each particular bus. Only those students assigned to that particular bus shall be permitted to be transported, unless a pass is issued by the Transportation Supervisor or other person in authority. Following the receipt of the list of students from the Transportation Supervisor, the driver shall have ten (10) work days in which to submit the seating chart to the Transportation Supervisor.

6. Check-in and Out

All drivers should report to the garage before the run and following the afternoon session. Supervisor will receive reports of needs and drivers will be informed on routine operation.

7. Drivers are to be relieved of responsibility of outside washing of buses; inside cleanliness remains as part of a driver's duties.
8. When a conference is necessary on student discipline or due-process hearings, reasonable effort will be made to conduct said conference during the driver's paid work hours. Should such meeting be scheduled during a driver's non-working hours, such driver shall be paid his/her regular rate of pay for all time spent in such meeting. If driver has contributed to problem by his/her own action and behavior, then the conference will be scheduled at the convenience of all parties involved and possibly on driver's own time.

9. In the event a bus driver resigns for any reason, re-employment at a later date automatically places him/her at the bottom of the seniority roster.

10. A driver's work day is based on a minimum four (4) hour work schedule. Drivers shall be paid for 181 contractual work days per year, plus paid holidays.

Two (2) in-service days are included for orientation - seating charts/rosters - safety meetings.

11. Payment for Bus Breakdowns

Board will compensate at the bus driver's regular hourly rate for time spent over and beyond the four (4) hour bus route due to mechanical breakdown

which is not driver's error. Determination as to cause of breakdown will be made by the Transportation Supervisor and approved by the Superintendent.

Compensation will be:

Up to thirty (30) minutes - one half hour compensation

Over thirty (30) minutes - one hour compensation

12. Drivers Licenses and Drivers Abstracts shall be paid by the Driver.
13. Annual physical exams, hearing tests, and mandatory drug testing, shall be paid by the Board.
14. If the Board of Education requests a criminal record check for any regular bus driver, which requires a complete set of the employee's fingerprints, the Board shall pay the cost of fingerprinting and the processing fee to the Ohio Bureau of Criminal Investigating.
15. When a driver is required by his or her immediate supervisor to attend a mandated meeting, the driver will be compensated at the regular rate of pay for the actual length of the meeting if the meeting is contiguous to the driver's scheduled work hours; or, if the meeting is not contiguous to the driver's scheduled work hours, the driver will be compensated at the regular rate of pay for at least one hour clock time or the actual length of the meeting (whichever is greater).
16. All driver retraining required by the Board shall be paid by the Board.
17. Bus drivers will not be required to drive unsafe vehicles or in unsafe conditions. Unsafe shall be determined by the Transportation Supervisor and/or his/her designee with input from the driver.
18. If disagreement over the safety of a bus exists, either party to the disagreement may contact the Ohio State Highway Patrol to make a determination. The driver may be assigned to drive a different bus pending resolution of the disagreement.
19. When routes are combined, an effort shall be made to equalize the routes.
20. A bus driver required to take a drug test shall be paid one (1) hour at their regular rate for any such required test and shall be reimbursed mileage. If the driver tests positive for drugs and/or alcohol, the driver will not be paid for having taken the test nor shall the driver be reimbursed for mileage.
21. The Board may select the option of transporting students with charter buses for a special event or extra trip when Board funds are not used or when buses or bus drivers are not available.

22. The bus drivers will be provided with the telephone number of their supervisor.

H. Mechanics

Mechanics' base of operation is the bus garage. Mechanics shall be paid for 248 contractual work days per year, plus paid holidays.

I. Assistant Nurse

1. Upon employment, the Assistant Nurse shall be assigned a specific Building Administrator to act as his/her supervisor. The assigned building administrator shall be responsible for the evaluation of the Assistant Nurse.
2. The Assistant Nurse shall work under the direction of the building principal and full-time Registered Nurse.
3. The Assistant Nurse shall be a part time position.
4. Assistant Nurses must comply with applicable state licensure and federal qualification requirements as a condition of continued employment.

J. Breaks

A 10-minute break shall be afforded to an employee who works 5 hours and 55 minutes per day with the exception of arriving 10 minutes late or leaving 10 minutes early.

In addition, employees shall make every effort to take their 10-minute break at mid point during their scheduled work day.

Should break time rise to a level of concern for labor or management, the parties shall include said concerns on the Labor Management Committee agenda and the parties shall make every effort to informally resolve said issues.

K. Travel Allowance

All employees using personal cars for school business shall be compensated for travel allowance at the current I.R.S. rate in accordance with Board Policy. Any employee who must travel between buildings as a part of their work assignment shall receive mileage as per the above rate. Employees are not entitled to travel allowance for those miles between his/her residence and the District.



L. Modifying Work Schedules

The Superintendent and Union Executive Committee may enter into an agreement to modify the previously established work day schedules base on operational needs, safety of personnel, or to better support students.

**ARTICLE IV - GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance Procedure

The Board and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employees initiating or participating in the grievance procedure.

2. Grievance Defined

A grievance is a complaint involving the violation, interpretation or application of a provision(s) of this labor contract.

3. Party or Parties in Interest

a. The lodging of a grievance shall be the exclusive right of the individual, any group of individuals with the same grievance.

b. The Union shall have the right to file a notice of contract violation in any case where they believe such violation has occurred and the potential grievant fails to file a grievance.

This notice will be processed at the Superintendent's level and made a matter of record.

4. A working day shall mean Monday through Friday, excluding paid holidays. The number of working days indicated at each level shall be considered as maximum unless extended by mutual agreement.

5. Direct Appeal to Step Three

In the event an issue does not involve the immediate supervisor, the grievant shall proceed to Step Three of the Grievance Procedure.

6. Grievant's Representative

The grievant may be represented at all steps of the grievance procedure by an OEA Representative and/or a unit member of his/her choice.

7. Waiver of Procedure

If the grievance procedure is not initiated within twenty (20) working days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived. In addition, failure to appeal within the required time periods outlined at each step will result in the grievance being waived. Any grievance not answered within the time limits shall automatically proceed to the next step of the grievance procedure.

8. Non-Discrimination

An employee shall have the right to process a grievance or an objection to a working condition as outlined in the grievance procedure and is assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance or appeal.

B. Grievance Procedure

1. Step One

Any employee having a grievance shall first discuss such grievance with his/her immediate supervisor.

2. Step Two

If the discussion does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to lodge a written grievance with his/her immediate supervisor or individual in a position to resolve the grievance. Such written grievance shall be lodged within twenty (20) working days following the act or condition which is the basis of said grievance. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the agreement, Board policy or Administrative Rules and Regulations allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The grievant shall have the hearing before his/her immediate supervisor. Such hearing shall be conducted within five (5) working days from the date of submission of the formal written grievance. The grievant shall have the right to be represented at such hearing by a representative of the Union.

The immediate Supervisor shall take action on the written grievance within five (5) working days of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the grievant, the President of the Union, and the Superintendent.

### 3. Step Three

If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent within five (5) working days. A hearing shall be conducted by the Superintendent within five (5) working days from receipt of the request. The grievant shall then have the right to be represented at such hearing by a representative of the Union.

The Superintendent shall take action on the appeal of the grievance within five (5) working days of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the grievant and the President of the Union.

### 4. Step Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board within five (5) working days. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board within five (5) working days after receipt of the action taken by the Superintendent. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. The grievant shall have the right to be represented at such meeting by a representative of the Union.

The Board shall act upon such appeal no later than ten (10) days following the meeting. The Board of Education's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the grievant. Copies of the action shall be sent to the grievant, the President of the Union, and the Superintendent.

### 5. Step Five

If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, or if the grievant has chosen to skip the Board Level, the Union may submit the issue to arbitration. This request must be sent to the Superintendent by the Union within twenty (20) working days of the Board's decision.

The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the Arbitrator.

A copy of the decision shall be sent to the grievant, the Union and the Superintendent.

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 which have been presented and shall have no authority to consider other issues which have not been presented for arbitration.

The decision of the arbitrator shall be in accordance with law and be binding on both the Board and the Union.

The costs of the arbitrator shall be shared equally by the Board of Education and Union.

C. Other Procedural Matters

1. The written grievance shall be on a standard form prepared and provided by the Board and the Union and shall contain a concise statement of facts on which the grievance is based and the relief sought.
2. Copies of the documents, communications, and records pertaining to a grievance which has been lodged shall be placed only in the confidential files of the Superintendent and the President of the Union.
3. No grievant may be represented by an employee organization other than the Union in any grievance procedure initiated pursuant to this procedure.
4. The parties who are directly involved in the investigation of a grievance shall cooperate with each other, and furnish such information as requested by the other party in order to facilitate the processing of the grievance.
5. Copies of all written decisions resulting from grievances shall be sent to all parties involved, the Union President, the grievant, the Union Field Representative, the Superintendent and the appropriate administrator.
6. Bargaining unit members, including all witnesses, involved in grievance hearings during their work shift shall be released from their duties without loss of pay.

## ARTICLE V - LEAVES

### A. Sick Leave

#### 1. Accumulation of Sick Leave

Each employee shall be entitled to fifteen (15) days sick leave with pay each year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. The maximum number of sick leave days employees may accumulate shall be three hundred fifty-five (355) days.

#### 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.

#### 3. Immediate Family is defined as a parent, sister, brother, spouse, children, step-children, step-parents, wards, foster children, mother-in-law, father-in-law, grandparents, grandchildren, or a person holding the same relationship with the employee as a spouse.

#### 4. All employees shall be permitted to use sick leave in one-half (1/2) and full day segments.

#### 5. Employees may transfer sick leave accumulated in other Ohio public employment in accordance with Ohio Revised Code and only to the extent that such sick leave could be accumulated as an employee of the school district.

#### 6. 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 to be charged against sick leave he/she subsequently earns. Should an employee exhaust his/her sick leave, such employee is entitled to request, per Ohio Revised Code, a leave without pay for a period of not more than two (2) years.

#### 7. The Board shall provide term group life and hospitalization insurance for a Board approved leave of six (6) months or less, at no additional cost to the employee, provided the employee satisfies his/her insurance co-payment through payroll deduction or by timely payment to the Treasurer. Employees on leave without pay beyond six (6) months shall have the opportunity to purchase term group life and will receive COBRA notification for health insurance continuation options.

Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board in any way limited from taking

appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

Falsification of sick leave is grounds for termination.

Where conditions exist in the estimation of the Superintendent, such as in the case of a request to return to duty following an illness and/or injury, a bargaining unit member may be required to submit to a fitness for duty examination by a licensed physician or mental health practitioner, selected by the Board and at Board expense, prior to a resumption of regular duties.

8. Holidays

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

B. Sick Leave Bank

A Sick Leave Bank, hereinafter referred to as "Bank," shall be established for the bargaining unit. Participation in the Bank shall be voluntary. The Bank shall remain in existence provided that fifty percent (50%) of the bargaining unit members volunteer to participate and shall be governed by the following procedures:

1. Any employee with one (1) or more days of accrued but unused sick leave must contribute one (1) sick day to the Bank in order to join the Bank. Bargaining unit members who choose to discontinue participation in the Bank must submit written notice of withdrawal to the Association Vice-President between the first day of school and September 30<sup>th</sup> of the school year. Absent notification of withdrawal, annual contribution shall be automatically deducted. Newly hired employees shall, within ten (10) working days after being officially employed by the Board, notify the Association Vice-President if the employee wishes to participate in the Bank.
2. Participating employees shall contribute one (1) additional day any time the Bank contains days numbering fewer than thirty (30). Those employees who have exhausted their sick leave shall make their contribution to the bank as soon as they accumulate sick leave. Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's personal illness, accident or injury.
3. A Sick Leave Bank Committee shall consist of the Association President or Association Vice-President who shall serve as the Chair and who shall appoint a bargaining Association member from the remaining classifications to form the Committee. The Committee shall consist of no fewer than five (5) members at all times. A vacancy on the Committee shall be filled as soon as possible but no vote shall take place unless all Committee members are present.

4. The Committee shall approve or disapprove all requests for withdrawal from the Bank within the follow limitations:
  - a. A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick and personal leave including exhaustion of the five (5) days of advanced sick leave under the law.
  - b. The maximum withdrawal for any employee shall be fifty (50) work days for the duration of the employee's employment with the District.
  - c. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's sick leave, to be granted, if needed, upon such depletion.
  - d. Withdrawals shall be in full day units.
  - e. All application for withdrawal shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an employee by another person when necessary. Applications must include a doctor's verification of illness and a projected date of return to work. An employee may present to the Committee prior to its vote.
  - f. An employee whose medical claims are being covered by workers' compensation is not eligible for sick leave bank donations.
  - g. Approval of withdrawal of days from the sick leave bank shall be by secret ballot collected by the Chair and requires a majority vote – i.e., three (3) votes approving the employee's application. Such decisions are final and not subject to challenge by grievance or otherwise.
5. There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating employees.
6. A participating employee who chooses not to continue to participate in the Bank shall not be eligible to withdraw any sick leave already contributed to the Bank.
7. The Committee shall meet with appropriate Board Administrators to establish procedures for the recording, reporting and accounting of Bank transactions and for other purposes as the Committee or administrators deem necessary.
8. Applications to participate in or to make a withdrawal from the Bank may be obtained from the Committee.

9. The Committee, by majority vote, may establish other procedures necessary for the proper implementation of the Bank.

C. Personal Leave

1. Classified employees shall be granted three (3) personal leave days per year with full pay. Unused personal leave days shall be converted to sick leave annually in July, or at the discretion of the member. The member shall be paid \$50 for each unused personal day or a combination of both by the first pay in July.

Personal leave days shall be requested and approved twenty-four (24) hours in advance unless an emergency exists. For 12-month employees, personal leave may not be used to extend holidays as noted in the school calendar unless extenuating circumstances arise and such leave is approved by the Superintendent prior to its use.

2. Purposes and Procedures

Personal leave is to be used only for matters which cannot be scheduled outside of regular hours and may include:

- a. Emergencies

- i. Accidents in the family, or involving family property.
- ii. Court appearances as litigant or witness.
- iii. Road conditions making it impossible to report to work.
- iv. Other comparable reasons.

- b. Obligations

- i. Observance of religious holidays where total abstinence from work is required.
- ii. Attendance at graduation exercises for the employee, spouse or child.
- iii. Personal business that cannot be handled at some other time.
- iv. Other comparable reasons.

- c. Personal reasons with the exception of medical.



D. Attendance Incentive

Bargaining unit members who miss only the following sick and/or personal leave days per year as set forth in the schedule below shall receive an attendance incentive pay as follows in the first pay of July:

<u>(10.5 and 12 month)</u>	<u>(less than 10.5 month)</u>
0 days - \$800	0 days - \$700
1 day - \$600	1 day - \$500
2 days - \$500	2 days - \$400
3 days - \$325	3 days - \$225
4 days - \$225	4 days - \$125

E. Jury Duty

Bargaining unit members shall be granted time off for summoned Jury Duty and shall not suffer any loss of pay.

Jury Duty payment shall be the difference between such employee's regular compensation and the amount received for serving as a juror. A bargaining unit member shall not suffer any loss of pay for appearance in Court as witness on matters arising from a request by the Board of Education to appear.

The bargaining unit member may be reimbursed parking up to \$10.00 per day, but only to the amount of the actual receipt, which must be submitted to the Treasurer of the Board.

Bargaining unit members who wish to be compensated under the terms of this section are to turn in to the Treasurer a copy of their jury duty pay for record keeping purposes.

Jury Duty leave shall not account against the bargaining unit member's Attendance Incentive nor shall the employee be required to use sick or personal leave on a jury duty day.

F. Military Duty Leave

The Board shall comply with all the requirements of state and federal law regarding leaves for military personnel. The employee who is absent due to military leave will not be required to use his/her vacation time nor shall the absence cause a break in seniority. The Board shall pay the amount required under state law.

G. Workers' Compensation

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio - in case of injury or death incurred in the course of or arising out of their employment. The Board shall provide appropriate Workers'

Compensation medical forms to be signed by a licensed physician indicating the nature of the injury and/or length of the disability.

Employees shall have the option to use sick leave or wage reimbursement under the act. Employees who have been absent due to a work-related injury under the Act and have a valid and active Workers' Compensation claim shall return to their former position upon release from doctor and shall accumulate seniority while on such leave.

#### H. Reporting of Work-Related Injury

An actual injury or a suspected injury incurred while performing assigned responsibilities shall be reported on the "Brookfield Local School District Employee Accident Report" and reported to the injured or suspected to be injured employee's supervisor or other designated representative within seventy-two (72) hours of the occurrence. Failure to report such injury or suspected injury within the established guidelines could result in denial of leave time requested based upon the claimed injury.

#### I. Family Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law (FMLA) and its implementing regulations. The FMLA provides to eligible employees up to 12 weeks of unpaid leave with Board paid benefits at the same level, in any 12 month period for the following qualifying reasons:

1. The birth of a child and/or care of a newborn child within 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 12 months of his/her arrival;
3. The employee is needed to 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. Any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave").

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness may take up to a total of twenty-six (26) work weeks (inclusive of the standard 12-week allotment) of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member

has earned or accrued it, during a “single twelve (12) month period” to provide physical and/or psychological care for the covered service member (“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).

The next 12 month period would commence the first time FMLA leave is taken after completion of any previous 12 month period, provided the employee remains eligible. Employees shall be eligible for FMLA leave if they have performed at least 1,250 hours of service during the 12 month period immediately preceding the leave.

FMLA shall run concurrently with other applicable leaves.

J. Unpaid Leaves of Absence (other than FMLA)

1. Upon written request, the Board may grant an unpaid leave of absence for a period of not more than two (2) years for educational reasons, professional reasons, or other purposes. The Board shall grant an unpaid leave of absence, for up to two (2) years when illness, dependent care, or disability is the reason.

2. Employees shall not accrue seniority while on unpaid leave of absence and shall return to the same contract status upon return from leave.

3. Leave requests must be made to the Superintendent in writing at least thirty (30) days in advance. However, in cases of emergency the thirty (30) day prior notification may be waived, but the employee must request such leave in a reasonable period of time based upon the circumstances.

4. Fringe Benefits

Employees on an approved leave of absence shall be permitted to continue all fringe benefits upon payment to the Treasurer of the District the amount of the monthly premium by the 25th day of the previous month.

5. Reinstatement

The Superintendent is authorized to set a date upon which a classified employee on leave of absence must indicate his/her intention to return to duty. If the employee fails to comply with the Superintendent's request of a designated date or by thirty (30) days before the ending date of the leave of absence, the leave of absence will indicate a resignation by the employee.

K. Bereavement Leave

Three (3) bereavement days shall be granted to use for a member of the immediate family as defined in Article V, Section A,3. The day(s) shall not be counted in sick leave or personal leave, nor for the purpose of any attendance incentive.

**ARTICLE VI – INSURANCE**

- A. Group benefits for all eligible bargaining unit members will be provided through the Trumbull County Insurance Consortium. All eligible bargaining unit members hired before July 1, 2008 who participate in the group benefit plan shall be required to share five percent (5%) of the premium cost for single or family coverage or such greater amount as required by the plan. Those eligible bargaining unit members hired after July 1, 2008 who participate in the group benefit plan shall be required to share ten percent (10%) of the premium cost for single or family coverage or such greater amount as required by the plan.

Group benefits will be provided by the Board for all eligible classified employees under the following terms and conditions:

Eligible Classified Employees (Individual and family)

Employees working thirty (30) or more hours per week shall contribute to the total cost of the premium as stated above (e.g., 5% or 10%).

Employees working twenty (20) to thirty (30) hours per week shall contribute 40% of the total cost of the premium.

Refer to plan booklet for full explanation of benefits. (to be provided by the Trumbull County Consortium)

B. Prescription Drug Insurance

This benefit is included as part of the plan provided by the Trumbull County Insurance Consortium.

C. Dental Insurance

Employees working thirty (30) hours or more per week shall receive 100% Board paid coverage. Employees working twenty (20) to thirty (30) hours per week shall receive 60% Board paid coverage.

D. Term Life Insurance

The Board shall provide 100% Board paid term life insurance according to the following:

Employees working thirty (30) hours or more per week -	\$50,000.00
---	-------------

Employees working twenty (20) to thirty (30) hours per week -	\$40,000.00
--	-------------

- E. In the event a husband and wife are employed by the Board and one elects family health care coverage (or employee/spouse coverage should that become available), the other spouse shall not be entitled to select single coverage or family coverage (or employee/spouse coverage should that become available).
- F. All full-time employees shall be permitted to opt out of insurance and receive an annual stipend of \$1,800. Employees hired on or before August 1, 2017, whose spouse is covered under Board provided insurance, but the employee is not permitted to enroll in individual coverage, shall receive a stipend of \$1,800. Stipends will be paid no later than the second pay in October.
- G. In the event of a qualifying change in the need for insurance, In the event of a change in the need for insurance, the member may reinstate coverage on the first day of any month provided he/she has filed the appropriate application forms with the district treasurer as required by the insurance company in effect at the time and that the change qualifies as a change as defined in the plan. Upon reinstatement of coverage, the member shall repay a pro-rata share of the opt out money received for that year. A unit member who takes the opt out provision is reminded that there is a possibility that upon returning to insured status under one of these plans, the insurance company could deny certain coverage due to pre-existing ailment or other condition.
- H. Annually, but no later than January 1<sup>st</sup>, all enrolled employees shall receive a summary booklet of the insurance carriers' health benefits package(s).
- I. A Joint Health Insurance Committee shall be created in order to share information, investigate available alternatives if appropriate, and provide relevant updates and education to bargaining unit members. The Committee shall meet periodically on an as-needed, but on-going basis, and/or at the request of the Superintendent or Association President. The President of the Association shall appoint the committee members representing the Association which shall number no more than five (5). In addition to the parameters set forth herein, the Health Insurance Committee may develop secondary guidelines consistent with this section which may be revised as needed.

## **ARTICLE VII - UNION DUES/FEES DEDUCTIONS**

- A. The Union and the Board agree that all classified full-time and part-time employees are recognized bargaining unit members of the Brookfield Association of School Employees and as such have the right to elect membership in the Union. A non-member in the bargaining unit is entitled to services enjoyed by regular members of the Union, except as limited to OEA policy.

(Definition of Part-time Employee: A part-time employee is one who works less than six hours per day and doesn't receive health benefit coverage at 100% Board paid.)

- B. All classified employees whether they are employed by the Board as regular full-time or regular part-time employees and who hold membership in the Union shall be eligible for payment of dues through payroll deduction.
- C. Upon initial employment, each bargaining unit member shall receive from the Union a membership form provided by OEA. Union members electing membership shall sign and return forms to the Union Treasurer.
- D. All bargaining unit members electing membership shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Union Treasurer.
- E. Effective September 10, 2024, payroll deductions shall be made in twenty-four equal installments beginning with the first pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of any remaining dues owed. In the event a bargaining unit member leaves employment prior to the end of the school year, the District Treasurer shall deduct the bargaining unit member's remaining dues owed in the member's final paycheck.
- F. The Board Treasurer shall forward to the Union Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. This shall be done within ten (10) days following each deduction. Local dues shall be made in one deduction from the last pay in September and sent to the Local Union Treasurer within ten (10) days following deductions.
- G. The terms and conditions of any future legislation or court action permitting fair share fee contributions from non-members for administration of this Master Agreement and/or for a modified form of representation, shall be immediately incorporated into this Master Agreement through a memorandum of Understanding.

- H. The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees 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 the Brookfield Local 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 Union shall retain control of any appointments of legal counsel for defense and indemnification purposes.

## **ARTICLE VIII - JOB POSTING PROCEDURE**

### **A. New Positions**

1. All newly created positions, unless specifically exempted from the agreement, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the unit.
2. All newly created classified employee positions shall be posted.

### **B. Posting Procedure**

When the Board determines there is a vacancy due to retirement, resignation, promotion, transfer, termination or creation of a new position or one position created from an existing position or job, it will be posted for a minimum of five (5) days, within ten (10) days of the vacancy.

### **C. Posting Vacancies**

Vacancies shall first be posted on the District's website and sent to all classified staff via District e-mail.

All newly created classified positions or existing positions, posted, shall state:

- Salary scale
- Hours worked per day
- Increment steps
- Job description
- Number of months in contract
- Location
- minimum qualifications

### **D. Filling of Vacancies and New Positions**

All classified job openings shall be filled in the order as follows:

1. A present employee within the same classification based on seniority within the classification.
2. A qualified present employee from another classification based on qualifications and District seniority. The Superintendent shall make the determination of who meets the minimum qualifications of the posting. No decision on the determination of minimum qualifications of the posting shall be arbitrary or capricious. Seniority shall not be transferred between classifications.
3. The District shall maintain two seniority lists – a District-wide seniority list and a seniority list based upon classification – which shall be updated by the District and sent to the Association President no later than October 15<sup>th</sup> of each school year.
4. If no present employee submits an application for a posted position, the Board will consider other candidates from the substitute list and/or outside applicants.
5. Tenured employees who apply for positions shall be granted an interview with the administrator responsible for filling vacated positions.

E. Time Limitations

The vacancy shall be filled within thirty (30) calendar days from the first day of posting or by the next regularly scheduled Board meeting, unless there are no qualified internal applicants. Regular employee's salary and contract shall be retroactive to the first day the employee worked in the vacancy.

**ARTICLE IX - HOLIDAYS AND VACATIONS**

A. Holidays

1. Paid Holidays Included for Employees Working Less than Ten (10) Months.  
(9 total)

New Year's Day	<u>Employees</u>
Martin Luther King Day	Assistant Nurse
Memorial Day	Bus Drivers
Labor Day	Cafeteria Workers
Thanksgiving Day	Educational Aides
Day after Thanksgiving Day	Monitors
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	



2. Paid Holidays Included for Employees Working Ten and One-Half (10-1/2) Months. (10 total)

New Year's Day	<u>Employees</u>
Martin Luther King Day	Secretarial Personnel
Good Friday	
Memorial Day	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving Day	
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	

3. Paid Holidays Included for Employees Working Eleven (11) and Twelve (12) Months. (12 total)

New Year's Day	<u>Employees</u>
Martin Luther King Day	Custodial Personnel
Good Friday	Maintenance Utility
Memorial Day	Mechanical Personnel
Juneteenth	
Independence Day	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	
(First Scheduled Working Day following Christmas)	

4. When any of the above holidays fall on a Saturday, it shall be celebrated on the preceding Friday. If any of the above holidays fall on a Sunday, it shall be celebrated on the following Monday.

B. Vacation Schedule

The vacation schedule for twelve (12) month employees, which days shall be granted on July 1<sup>st</sup> of each employee contract year, is as follows:

1 year	5 days
2-5 years	10 days
6-9 years	15 days
10 years or more	20 days

Except in an emergency situation, an employee must provide his/her immediate Supervisor with notice in writing one week prior to taking vacation days. Vacations

may be taken at any time by an employee. An employee may change his/her approved vacation in an emergency situation as approved by the Superintendent or his/her designee.

No employee may take vacation days during the first five (5) student days of the school year. Further, employees will not be permitted to use more than twenty (20) days of vacation within a three-month period.

Should an employee become hospitalized or has a death in the immediate family while on vacation, such employee shall have the right to convert vacation to sick leave and take vacation at a later point in time.

An employee who works nine (9), ten (10) or ten and one-half (10.5) months and is hired as a twelve (12) month employee during the term of this agreement shall be given credit on the above vacation schedule for those years worked as a nine (9), ten (10) or ten and one-half (10.5) month employee.

## **ARTICLE X - SEVERANCE PAY & RETIREMENT INCENTIVE**

### **A. Severance Pay**

1. Classified personnel, at the time of retirement from active service in the Brookfield Local School District (exclusive of termination) shall choose payment for unused sick leave using the following payment method.

Each employee may accumulate up to 380 days of unused sick leave and shall be paid for 30% of accumulated, but unused, sick leave days up to a maximum of 100 days. These days shall be paid at the employee's per diem rate of pay.

2. To be eligible to receive severance pay benefits, the employee must have been employed under contract for ten (10) or more years with the State of Ohio or any of its sub-divisions or be 60 years of age with five (5) years of service in Brookfield, and declare his/her intent to retire by making application for retirement benefits to the State Employees Retirement System (SERS) and by submitting a notice of retirement to the employing Board of Education. Payment for severance pay shall be made only upon verification and approval from the State Employees Retirement System.

### **B. Retirement Incentive**

For each year of the contract, classified employees who are eligible and who qualify for retirement under SERS or a comparable retirement system, and who elect to retire, shall receive a retirement incentive. This incentive will be paid in addition to other retirement benefits granted in the Agreement. Payment shall be made at the same time as the regular severance payment is made.

1. 2023-2024 School Year (\$5,000) – An employee electing retirement must submit to the District a written letter of notification no later than January 31, 2024, with an effective retirement date no later than June 30, 2024.
2. 2024-2025 School Year (\$2,000) – An employee electing retirement must submit to the District a written letter of notification no later than January 31, 2025, with an effective retirement date no later than June 30, 2025.
3. 2025-2026 School Year (\$1,000) – An employee electing retirement must submit to the District a written letter of notification no later than January 31, 2026, with an effective retirement date no later than June 30, 2026.

#### **ARTICLE XI - REDUCTION IN FORCE**

- A. In the event it becomes necessary to reduce classified staff due to abolishment of position, lack of work, lack of funds, building closures, the following procedure shall govern such reductions.
1. Prior to the Board instituting such reductions in the classified staff, the Board shall meet with the Union to discuss these reductions.
  2. The number of employees affected by reductions shall be kept to a minimum by attrition in the work force. (e.g., Approved Leaves of Absence, Retirement, Resignation or Just Cause Termination)
- B. In any reduction, the concept of seniority shall prevail. Seniority shall be defined as continuous length of service in a bargaining unit position. (This definition of seniority applies throughout this contract.)
1. Board authorized leaves of absence shall not constitute an interruption of continuous service. Employees shall not accrue seniority while on Reduction in Force.
  2. In case of identical seniority, the following procedure will be used:
    - First date on payroll
    - The Board meeting date of hire
    - Lot
- C. The Board of Education shall upon the recommendation of the Superintendent, determine in which classifications the layoff should occur for reasons stated in 'A' and the number of employees to be laid off. Reductions shall begin with the least senior employee in any classification continuing in order of seniority until the reduction is completed.

- D. Any employee affected by such a reduction shall be granted displacement rights within any previously held classification and may displace the least senior employee within that classification provided s/he has greater seniority than that person.
- E. The Board of Education shall prepare and give to each employee a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given twenty (20) calendar days advance written notice of the layoff. Each notice of layoff shall state the effective date of layoff.
- F. For the classification in which layoff occurs, recall shall be in the classification at the time of layoff. The Board of Education shall prepare a recall list and name all employees laid off. These employees shall be placed on the recall list in reverse order of layoff. Reinstatement shall be made from the appropriate recall list before any new employees are hired in that classification. Classified employees non-renewed or terminated for other than Reduction in Force reasons shall not appear on these lists.
- G. Vacancies which exist and occur during a Reduction in Force shall first be offered to the laid off employee standing highest on the appropriate recall list before the next person on the list may be considered. The employee shall be notified by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have five (5) calendar days from the date of receipt or ten (10) working days from the date of mailing in which to respond in writing as to the acceptance or non-acceptance of the position offered. Refusal for reinstatement to a lesser position and hours shall not change the employee(s) recall status. It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc. Any employee who declines reinstatement shall be removed from the appropriate reinstatement list except as stated above.
- H. Vacancies which remain following the above procedure shall then be offered to the laid-off employee standing next highest on the appropriate recall list before the next person on the list may be considered. The employee shall be notified by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have five (5) calendar days from the date of receipt or ten (10) working days from the date of mailing in which to respond in writing as to the acceptance or non-acceptance of the position offered. Refusal for reinstatement to a lesser position and hours shall not change the employee(s) recall status. It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc. Any employee who declines reinstatement shall be removed from the appropriate reinstatement list except as stated above.
- I. If a position is not filled by an employee from the recall list in the classification in which the layoff occurred (as per "I" or "J"), present employees from the same or another classification may apply and be considered for the position according to the provisions of Article VIII, Job Posting Procedure.

- J. Employees on continuing contract status remain on the appropriate recall list for a maximum of three (3) years from the effective date of layoff. Employees on limited contract shall remain on the appropriate recall list for a maximum of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority, all rights related to salary, fringe benefits, and a notice of reinstatement shall be made by Certified Mail.
- K. No reduction of salary shall be made in an employee's salary when recalled. If a salary rate is at an increase at the new assignment or recall, the higher salary rate shall prevail, unless there is an overall reduction of salaries.
- L. Employee(s) on layoff status may be called as a substitute when needed in their job classification and will be paid at the rate of a substitute.

## **ARTICLE XII - HOURS OF WORK AND OVERTIME**

### **A. Standard Work Week**

The standard work week shall be five (5) days per week - Monday through Friday, for all classified employees.

### **B. Overtime**

1. The Board shall pay for overtime worked at the rate of time and one-half (1-1/2) for all hours over eight (8) worked on any day, or for all hours over forty (40) worked in any week.
2. All overtime shall be granted on a seniority rotation basis, by classification within a building or department. The seniority list shall include the names of all employees who have indicated that they are willing to work overtime. Any employee who declines overtime for any reason shall have their name rotated to the bottom of the seniority list and will not be granted overtime until their name reaches the top of the seniority list.
3. When computing hours worked, holidays, sick leave days, professional and staff leave days, shall count as a regular work day.

### **C. Saturday and Sunday Work**

Employees not regularly scheduled to work on Saturday and/or Sunday, who are called in to work, shall be guaranteed a minimum of one (1) hour pay and shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay for such hours worked on Saturday and/or Sunday.

D. Call-in Time

Employees called in to work earlier than scheduled in their work day or after their work day has been completed, shall be guaranteed a minimum of one (1) hour pay and shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay for such hours worked.

E. Non-Related Group Work

Employees required to work overtime for groups, shall be paid at the rate of time and one-half (1-1/2) their regular wage.

F. Calamity Days

Nothing within this Agreement limits the ability for the District to declare calamity days, delayed start of school, early closure of school, or student make-up days.

During any school year, should the District need to add all or part of a student day to the school calendar to make-up for a school closure, and should said day not be a regularly scheduled work day, the Board and Union will meet to agree upon the minimum number of bargaining unit employees needed at the District's K-12 complex to operate it safely in order to minimize any additional expense to the District caused by needing to schedule the student make-up day(s). Should agreement not be reached, normal work schedules will prevail.

When a school or schools are closed to students, any employee who is required to work will receive time and one-half (1-1/2) pay for all hours worked in addition to calamity day pay.

G. Summer Work

All custodial personnel shall be kept informed of major improvements expected to be completed during the summer months.

H. Summer Extra Work

In the event the Board determines in its discretion to employ summer help on as needed basis employees currently with the district and qualified to perform the work shall be offered employment before seeking outside employees for summer work.

1. During the term of this contract, in the event that the Board determines in its discretion to employ summer help, the hiring of the summer employee(s) shall be in accordance with the following considerations:
  - a. The skill and experience possessed by the employee that is required to perform the work

- b. On the basis of district-wide seniority
  - c. Employees hired pursuant to this provision of the agreement shall be paid the state minimum wage
2. This provision does not apply to the Board's need to hire substitute workers for those on sick leave or vacation or to workers assigned and paid by government agencies, including but not limited to P.I.C. and other federal or state subsidized work training programs.

### **ARTICLE XIII - GENERAL PROVISIONS**

#### **A. Administration of Medication to Students**

No bargaining unit member may in the course of employment administer any drug prescribed by a doctor to any student unless the bargaining unit member has completed training on the administration of said medication or the life-sustaining practice. Administration of medication by a bargaining unit member is reserved to address emergency situations only and when a nurse is not available.

#### **B. Reporting Off/On Procedure**

Every effort must be made to give supervisors advance notice of reporting off with the exception of emergencies. When reporting off, the employee must notify his/her supervisor at least two (2) hours in advance of the employee's start time. Reporting on should be made to the supervisor the day before the employee intends to return to work. Employees shall not use an email or text message to report calling off from work or to report his/her return to work.

#### **C. Tax Sheltering of Retirement Contributions**

The Board shall provide their employees the SERS pick-up paid through salary reduction/salary restatement method. This method permits the employee's taxes to be deferred on the "picked-up" contributions to SERS until retirement or withdrawal, but shall not require additional expenditures of payroll funds by the employer.

The Board shall not deduct state or federal taxes on the amount of the employee's total required contribution to School Employees Retirement System, and such shall be noted on or with the individual employee's W-2 form.

#### **D. Filling of Extra-Curricular Duty Positions**

Where applicable under Ohio law, a classified employee shall be permitted to apply and be considered for extra-curricular duties for which the Board provides supplemental contracts (i.e., student activity advisors, sports, etc.).

E. Physicals

Employees who are required, by virtue of their position to have physicals, hearing tests, vision tests, T.B. testing, chest x-rays, drug testing or other such tests, shall have such tests paid fully by the Board.

F. Criminal Checks

Regular employees who are required by virtue of their position to have criminal checks or fingerprinting shall have such paid by the Board.

G. Early Dismissal Days

When early dismissal occurs, any second shift bargaining unit member affected by the schedule change shall report to work one half hour (30 minutes) after early dismissal takes place.

H. Securing a Substitute

Absent regular employees will be replaced with a substitute, providing a substitute is available.

No bargaining unit member will be required to perform duties outside of their job description unless a substitute has been secured to perform the bargaining unit member's daily duties. The work/assignment of an absent employee shall not be assigned to or absorbed by bargaining unit members.

I. Direct Deposit and Supplemental Pay

Bargaining unit members shall receive all compensation, including supplemental pay, via direct deposit; however, supplemental compensation shall be deposited separate from regular payroll.

Upon completion of the supplemental contract, bargaining unit members shall submit completion paperwork (supplemental checklist) to the Treasurer for approval of payment, which if approved, shall be paid within 30 days of submission.

Bargaining unit members shall designate the chosen payment option as indicated on the supplemental contract and return the contract to the Treasurer within ten (10) workdays of having received it.



## **ARTICLE XIV - UNION RIGHTS**

Following are those rights which may be exercised by the Union.

A. Use of School Mail

The Union or any committee thereof shall be authorized to use the inter-school mail delivery service.

B. Bulletin Boards

A building principal or appropriate supervisor shall designate at least one bulletin board or portion thereof in each building for the use of the Association. The bulletin boards shall, when possible, be located in areas readily accessible to and normally frequented by the employees. All materials posted thereon shall identify the person, committee or organization posting such material.

C. Use of Facilities

The Union or any committee thereof shall have the right to use Board-owned facilities and equipment according to Board policy.

D. Notice of Board Meetings

Agendas will be available to the President of the Union no later than 12:00 noon on the day of the Board meeting.

E. Workshops

Actual expenses (mileage, meals, registration fees, necessary lodging) incurred by employees in attendance at any Superintendent approved workshop will be reimbursed by the Board provided proper application has been filed with his/her immediate supervisor at least two (2) weeks prior to the workshop and approved by the Superintendent and the approximate expenses were indicated on the application. Mileage will be paid in accordance with Board policy.

Computer workshop(s) will be offered to Educational Assistants and Secretarial members of the classified staff at Board expense.

F. Worksite Visitation

All Association business shall be conducted during non-work hours unless otherwise authorized by the Superintendent. However, the Union President, grievance representatives or Union representative, upon prior approval of the Superintendent, shall be permitted to appear on worksites during work hours as Union representatives for the purpose of determining whether there is compliance with the contract or to investigate and/or resolve grievances, provided they shall not disrupt or interfere with work performance.

G. Union Representation

The President, representing the Union, shall be accepted as the official representative at each public Board Meeting. If the President is unable to attend, the President may designate another employee to act as Union Representative.

H. Labor-Management Committee

In an effort to solve problems before they become formal grievances, the Board agrees to establish a Labor-Management Committee consisting of both OEA and representatives of the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this agreement informed of changes and developments caused by conditions other than covered by this agreement and to confer over potential problems in an effort to keep such matters from becoming major in scope. Formal notes shall be taken for informational purposes and distributed to the members of the Committee. Any party to this agreement may request a meeting of the Labor-Management Committee, but not more often than once a month unless mutually agreed upon. Arrangements are to be made in advance. Training shall be provided by FMCS should either party request it.

I. Meetings

Employees required by the Superintendent to attend meetings outside their work schedule or days assigned will be compensated their regular rate of pay for all time spent in such meetings.

J. Union

Union representatives shall notify the administration when they are in the building and shall follow all building sign-in/sign-out procedures.

K. Attendance at Conference

1. The Board shall grant professional leave for an elected delegate of the Union to attend the OEA Representative Assembly. Professional leave shall not exceed a total of two (2) days during any school calendar year.
2. Application for professional leave shall be submitted to the Superintendent's office at least two (2) weeks prior to a Board meeting.

L. Union Meetings

Bargaining unit members shall be permitted to attend a regularly scheduled Union meeting no more than one time per grading period without loss of pay for up to a maximum of one hour. In the event of an emergency (Superintendent and Union President shall determine if an emergency exists), BASE members shall be permitted

to attend two additional meetings without loss of pay for up to a maximum of one hour during the school year.

## **ARTICLE XV - INDIVIDUAL RIGHTS**

### **A. Personnel Files**

1. Personnel records shall be filed in the confidential files at the Administration building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent or his/her designee.
2. Any employee can request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the file. Any employee may receive copies of any information (at individual expense) in the personnel file except as limited herein.
3. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the employee's authorized representative remove such credentials and confidential reports from the file prior to a review of the file by the employee. Removal of any documents shall be in accordance with the Ohio Public Records Act and state law.
4. Any employee receiving a written reprimand, or notice that may be put in his/her file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
5. Communications including evaluations, recommendations and derogatory materials which are included in the personnel file shall be called to the employee's attention at the time of inclusion.
6. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as excluded above (i.e., confidential credentials and related personal references). The employee shall acknowledge that he/she had read the material by affixing his/her signature and the date to the file copy. His/her signature shall not indicate agreement with the content of the materials but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement to be attached to the file copy.

7. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record. Any materials placed in the employee's file shall carry the date of enclosure and initials of the Superintendent.
8. Letters of reprimand, suspension, disciplinary actions and derogatory material shall be expunged from the employee's file following a twenty-four (24) month period of time as long as there is no re-occurrence of the same problem.

B. Disciplinary Procedures

1. Any disciplinary action affecting an employee should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board of Education agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her supervisor.
2. All disciplinary actions, interviews, or verbal reprimands affecting bargaining unit members shall be administered in private.
3. An employee shall be suspended, disciplined, or terminated from employment for just cause only. In the event that an employee is to be disciplined, the Board shall provide the employee with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. The employee may, upon receiving a disciplinary notice, challenge the proposed action through the grievance procedure.
4. A Union representative shall be permitted to attend any disciplinary meeting or hearing.

C. Leaving Building

Bargaining unit members will be permitted to leave the premises during their lunch period upon notification of the appropriate supervisor or administrator.

**ARTICLE XVI - MANAGEMENT RIGHTS**

The Brookfield Association of School Employees recognizes the right of the Brookfield Board of Education, except as modified by the provisions of this contract, to control, supervise, direct and manage the Brookfield Local School District. It is expressly understood that all rights, including those outlined in Ohio Revised Code Section 4117.08, which are vested in the Brookfield Board of Education, except those which are clearly and expressly relinquished herein by the Brookfield Board of Education, continue to be vested exclusively with the Board of Education.

## **ARTICLE XVII - SALARY SCHEDULES**

2023-2024 School Year – (See attached Salary Schedule; retroactive to the first pay of the 2023-2024 contract year.)

- \$450 stipend for employees who work 10.5 months or more, or
- \$250 stipend for employees who work less than 10.5 months

2024-2025 School Year

- 2% increase on the base salary, and
  - \$300 stipend for employees who work 10.5 months or more, or
  - \$150 stipend for employees who work less than 10.5 months

2025-2026 School Year

- 2% increase on the base salary, and
  - \$400 stipend for employees who work 10.5 months or more, or
  - \$200 stipend for employees who work less than 10.5 months

Stipends shall be paid in the second pay in November.

See attached salary schedules.

### A. Longevity

The Brookfield Board of Education agrees to pay classified employees longevity for their total number of years in the system. An annual lump-sum longevity payment shall be made on the first pay in July after the year worked. Classified employees who have completed 10 years of service with the District shall be compensated annually in the following manner:

- |   |                 |
|---|-----------------|
| • 10 – 15 years of service with the District    | \$250 each year |
| • 16 – 21 years of service with the District    | \$400 each year |
| • 22 – 28 years of service with the District    | \$600 each year |
| • 29 or more years of service with the District | \$800 each year |

### B. Placement on the Salary Schedule

1. Newly hired employees shall be credited with years of experience performing services in the same classification for other public school district(s), up to five (5) years of credit (e.g. Step 5). Credit for years of prior service shall not count toward seniority.
2. To qualify for each step in the experience level, a minimum of ninety (90) working days of service, under contract must be completed before July 1<sup>st</sup> in a given year.

3. New employees may be placed on their appropriate salary schedule no higher than step 0 of the appropriate salary schedule.
  4. Employees changing classifications shall be placed on the appropriate new salary schedule according to their seniority (same step of the salary schedule).
  5. Employees changing classifications shall be placed on the appropriate salary schedule according to their total number of years of seniority in the system.
- C. Whenever an employee is required to work in a position which is above his/her present position, he/she will be paid the rate of the higher position (individual's step on salary schedule) according to his/her years of seniority.

### **ARTICLE XVIII - JOB DESCRIPTIONS**

The recently completed job descriptions are incorporated into this Agreement by reference and will be posted on the District's website. A copy of the job descriptions shall be made available to employees upon request. Additionally, job descriptions shall automatically be issued to any employee who begins work under a new job classification. Any updates to job descriptions shall be made through the Labor Management Committee and will be recommended to the Board, receive Board approval, and a copy will be given to each employee affected.

An employee who believes he or she is assigned work outside his/her job description may utilize the grievance procedure.

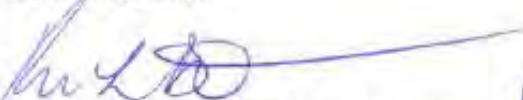
(The remainder of this page intentionally left blank.)

**ARTICLE XIX - DURATION**

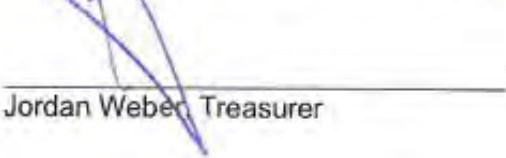
The duration of this Agreement shall be from 12:00 a.m., July 1, 2023 and shall remain in effect through 11:59 p.m. June 30, 2026.

**IN WITNESS WHEREOF**, the parties ratified this Agreement and subsequently was memorialized by their duly authorized agents and officers affixing their signatures.


**For the Board:**

  
\_\_\_\_\_  
Ronda Bonekovic, President-Board

  
\_\_\_\_\_  
Toby Gibson, Superintendent of Schools

  
\_\_\_\_\_  
Jordan Weber, Treasurer

**For the Union:**

  
\_\_\_\_\_  
Dawn Burns, President, BASE/OEA/NEA

  
\_\_\_\_\_  
Cheryl Bell, Negotiations Team Member

  
\_\_\_\_\_  
Suzanne Eliser, Negotiations Team Member

  
\_\_\_\_\_  
Tammi Vadala, Negotiations Team Member

  
\_\_\_\_\_  
Sheila A. Saad, Labor Relations Consultant

**APPENDIX A-1: COMPENSATION SCHEDULES EFFECTIVE JULY 1, 2023**

	<b>Cook</b>	<b>Cashier/ Cook's Helper</b>	<b>Bus Driver</b>	<b>Custodian</b>	<b>Utility</b>	<b>Aide</b>	<b>Secretary</b>	<b>Monitor</b>	<b>Mechanic</b>	<b>Nurse - PT</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
<b>0</b>	\$16.50	\$15.00	\$18.50	\$17.00	\$19.00	\$15.00	\$16.50	\$12.00	\$21.00	\$21.00
<b>1</b>	\$16.80	\$15.30	\$18.80	\$17.30	\$19.30	\$15.30	\$16.80	\$12.30	\$21.30	\$21.30
<b>2</b>	\$17.10	\$15.60	\$19.10	\$17.60	\$19.60	\$15.60	\$17.10	\$12.60	\$21.60	\$21.60
<b>3</b>	\$17.40	\$15.90	\$19.40	\$17.90	\$19.90	\$15.90	\$17.40	\$12.90	\$21.90	\$21.90
<b>4</b>	\$17.75	\$16.25	\$19.75	\$18.25	\$20.25	\$16.25	\$17.75	\$13.25	\$22.25	\$22.25
<b>5</b>	\$18.10	\$16.60	\$20.10	\$18.60	\$20.60	\$16.60	\$18.10	\$13.60	\$22.60	\$22.60
<b>6</b>	\$18.45	\$16.95	\$20.45	\$18.95	\$20.95	\$16.95	\$18.45	\$13.95	\$22.95	\$22.95
<b>7</b>	\$18.85	\$17.35	\$20.85	\$19.35	\$21.35	\$17.35	\$18.85	\$14.35	\$23.35	\$23.35
<b>8</b>	\$19.25	\$17.75	\$21.25	\$19.75	\$21.75	\$17.75	\$19.25	\$14.75	\$23.75	\$23.75
<b>9</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>10</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>11</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>12</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>13</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>14</b>	\$19.65	\$18.15	\$21.65	\$20.15	\$22.15	\$18.15	\$19.65	\$15.15	\$24.15	\$24.15
<b>15</b>	\$20.10	\$18.60	\$22.10	\$20.60	\$22.60	\$18.60	\$20.10	\$15.60	\$24.60	\$24.60
<b>16</b>	\$20.10	\$18.60	\$22.10	\$20.60	\$22.60	\$18.60	\$20.10	\$15.60	\$24.60	\$24.60
<b>17</b>	\$20.10	\$18.60	\$22.10	\$20.60	\$22.60	\$18.60	\$20.10	\$15.60	\$24.60	\$24.60
<b>18</b>	\$20.10	\$18.60	\$22.10	\$20.60	\$22.60	\$18.60	\$20.10	\$15.60	\$24.60	\$24.60
<b>19</b>	\$20.10	\$18.60	\$22.10	\$20.60	\$22.60	\$18.60	\$20.10	\$15.60	\$24.60	\$24.60
<b>20</b>	\$20.60	\$19.10	\$22.60	\$21.10	\$23.10	\$19.10	\$20.60	\$16.10	\$25.10	\$25.10



**APPENDIX A-2: COMPENSATION SCHEDULES EFFECTIVE JULY 1, 2024**

45

	<b>Cook</b>	<b>Cashier/ Cook's Helper</b>	<b>Bus Driver</b>	<b>Custodian</b>	<b>Utility</b>	<b>Aide</b>	<b>Secretary</b>	<b>Monitor</b>	<b>Mechanic</b>	<b>Nurse - PT</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
<b>0</b>	\$16.83	\$15.30	\$18.87	\$17.34	\$19.38	\$15.30	\$16.83	\$12.24	\$21.42	\$21.42
<b>1</b>	\$17.13	\$15.60	\$19.17	\$17.64	\$19.68	\$15.60	\$17.13	\$12.54	\$21.72	\$21.72
<b>2</b>	\$17.43	\$15.90	\$19.47	\$17.94	\$19.98	\$15.90	\$17.43	\$12.84	\$22.02	\$22.02
<b>3</b>	\$17.73	\$16.20	\$19.77	\$18.24	\$20.28	\$16.20	\$17.73	\$13.14	\$22.32	\$22.32
<b>4</b>	\$18.08	\$16.55	\$20.12	\$18.59	\$20.63	\$16.55	\$18.08	\$13.49	\$22.67	\$22.67
<b>5</b>	\$18.43	\$16.90	\$20.47	\$18.94	\$20.98	\$16.90	\$18.43	\$13.84	\$23.02	\$23.02
<b>6</b>	\$18.78	\$17.25	\$20.82	\$19.29	\$21.33	\$17.25	\$18.78	\$14.19	\$23.37	\$23.37
<b>7</b>	\$19.18	\$17.65	\$21.22	\$19.69	\$21.73	\$17.65	\$19.18	\$14.59	\$23.77	\$23.77
<b>8</b>	\$19.58	\$18.05	\$21.62	\$20.09	\$22.13	\$18.05	\$19.58	\$14.99	\$24.17	\$24.17
<b>9</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>10</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>11</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>12</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>13</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>14</b>	\$19.98	\$18.45	\$22.02	\$20.49	\$22.53	\$18.45	\$19.98	\$15.39	\$24.57	\$24.57
<b>15</b>	\$20.43	\$18.90	\$22.47	\$20.94	\$22.98	\$18.90	\$20.43	\$15.84	\$25.02	\$25.02
<b>16</b>	\$20.43	\$18.90	\$22.47	\$20.94	\$22.98	\$18.90	\$20.43	\$15.84	\$25.02	\$25.02
<b>17</b>	\$20.43	\$18.90	\$22.47	\$20.94	\$22.98	\$18.90	\$20.43	\$15.84	\$25.02	\$25.02
<b>18</b>	\$20.43	\$18.90	\$22.47	\$20.94	\$22.98	\$18.90	\$20.43	\$15.84	\$25.02	\$25.02
<b>19</b>	\$20.43	\$18.90	\$22.47	\$20.94	\$22.98	\$18.90	\$20.43	\$15.84	\$25.02	\$25.02
<b>20</b>	\$20.93	\$19.40	\$22.97	\$21.44	\$23.48	\$19.40	\$20.93	\$16.34	\$25.52	\$25.52

**APPENDIX A-3: COMPENSATION SCHEDULES EFFECTIVE JULY 1, 2025**

46

		<b>Cashier/ Cook's Helper</b>	<b>Bus Driver</b>	<b>Custodian</b>	<b>Utility</b>	<b>Aide</b>	<b>Secretary</b>	<b>Monitor</b>	<b>Mechanic</b>	<b>Nurse - PT</b>
<b>Step</b>	<b>Cook Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
<b>0</b>	\$17.17	\$15.61	\$19.25	\$17.69	\$19.77	\$15.61	\$17.17	\$12.48	\$21.85	\$21.85
<b>1</b>	\$17.47	\$15.91	\$19.55	\$17.99	\$20.07	\$15.91	\$17.47	\$12.78	\$22.15	\$22.15
<b>2</b>	\$17.77	\$16.21	\$19.85	\$18.29	\$20.37	\$16.21	\$17.77	\$13.08	\$22.45	\$22.45
<b>3</b>	\$18.07	\$16.51	\$20.15	\$18.59	\$20.67	\$16.51	\$18.07	\$13.38	\$22.75	\$22.75
<b>4</b>	\$18.42	\$16.86	\$20.50	\$18.94	\$21.02	\$16.86	\$18.42	\$13.73	\$23.10	\$23.10
<b>5</b>	\$18.77	\$17.21	\$20.85	\$19.29	\$21.37	\$17.21	\$18.77	\$14.08	\$23.45	\$23.45
<b>6</b>	\$19.12	\$17.56	\$21.20	\$19.64	\$21.72	\$17.56	\$19.12	\$14.43	\$23.80	\$23.80
<b>7</b>	\$19.52	\$17.96	\$21.60	\$20.04	\$22.12	\$17.96	\$19.52	\$14.83	\$24.20	\$24.20
<b>8</b>	\$19.92	\$18.36	\$22.00	\$20.44	\$22.52	\$18.36	\$19.92	\$15.23	\$24.60	\$24.60
<b>9</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>10</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>11</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>12</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>13</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>14</b>	\$20.32	\$18.76	\$22.40	\$20.84	\$22.92	\$18.76	\$20.32	\$15.63	\$25.00	\$25.00
<b>15</b>	\$20.77	\$19.21	\$22.85	\$21.29	\$23.37	\$19.21	\$20.77	\$16.08	\$25.45	\$25.45
<b>16</b>	\$20.77	\$19.21	\$22.85	\$21.29	\$23.37	\$19.21	\$20.77	\$16.08	\$25.45	\$25.45
<b>17</b>	\$20.77	\$19.21	\$22.85	\$21.29	\$23.37	\$19.21	\$20.77	\$16.08	\$25.45	\$25.45
<b>18</b>	\$20.77	\$19.21	\$22.85	\$21.29	\$23.37	\$19.21	\$20.77	\$16.08	\$25.45	\$25.45
<b>19</b>	\$20.77	\$19.21	\$22.85	\$21.29	\$23.37	\$19.21	\$20.77	\$16.08	\$25.45	\$25.45
<b>20</b>	\$21.27	\$19.71	\$23.35	\$21.79	\$23.87	\$19.71	\$21.27	\$16.58	\$25.95	\$25.95

**APPENDIX B**  
**BROOKFIELD CLASSIFIED STAFF GRIEVANCE FORM**  
**FORMAL GRIEVANCE PRESENTATION**  
(To be completed by Aggrieved Person)

Grievant \_\_\_\_\_ Date of Formal Presentation **Step 2**) \_\_\_\_\_

Date grievance Occurred: \_\_\_\_\_ Date of informal Step 1 discussion \_\_\_\_\_ with \_\_\_\_\_

Home address of Aggrieved: \_\_\_\_\_

School: \_\_\_\_\_ Principal/Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Classification: \_\_\_\_\_

Name of BASE/OEA/NEA Representative: \_\_\_\_\_  
(Representative may be different at different levels)

Statement of Grievance: (Include specific policy, rule, regulation or Agreement provision allegedly violated, misinterpreted or misapplied) (may be continued on back): \_\_\_\_\_

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

Relief Sought (may be continued on back): \_\_\_\_\_

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

(Step 2: File with supervisor, copy to Supt.)

Signature of Aggrieved: \_\_\_\_\_

**Step 2** Disposition by Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 3:** Appeal to Superintendent on \_\_\_\_\_ (date), \_\_\_\_\_ (grievant signature)

Disposition: \_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 4:** Appeal to Board taken on \_\_\_\_\_ (date), \_\_\_\_\_ (grievant signature)

(File with Supt., copy to Treasurer of Board)

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_  
Board President Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 5:** Request Union to submit to arbitration on \_\_\_\_\_ (date) for violation, misinterpretation or misapplication of Agreement. Grievant Signature: \_\_\_\_\_

**Alternate Step 5:** Request Union to submit to alternate Step 5 (non-binding advisory board) on \_\_\_\_\_ (date) for violation, misinterpretation or misapplication of Board Policy or Administrative Rules or Regulations.

Grievant Signature: \_\_\_\_\_