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AGREEMENT BETWEEN

**BEAVER LOCAL  
BOARD OF  
EDUCATION**

AND THE

**OAPSE CHAPTER #564**

JULY 1, 2024 - JUNE 30, 2027

AGREEMENT WITH ●APSE CHAPTER #564 AND THE BEAVER L●CAL B●ARD ●F EDUCATION  
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ARTICLE I - PURPOSE

- 1.01 The Beaver Local Board of Education shall hereinafter be referred to as the "Board."
- 1.02 The Ohio Association of Public School Employees, (OAPSE) and OAPSE Chapter #564, shall hereinafter be referred to as the "Union". ●APSE is affiliated with AFSCME, AFL- CIO.
- 1.03 The male pronoun or adjective where used herein refers to female also, unless otherwise indicated. The term "Employee" or "Employees" where used herein refers to all employees in the bargaining unit.

ARTICLE II-RECOGNITION

- 2.01 The Union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.
- 2.02 The bargaining unit includes only job classifications listed below and the Board will not recognize any other Union as representatives for any employees within such classifications:
1. Secretaries
  2. Paraprofessionals
  3. Custodial: Head Custodian, Custodian, Assistant Maintenance
  4. Transportation: Mechanic, Driver, JVS Driver, Extra Trips
  5. Cafeteria: Kitchen Manager, Assistant Kitchen Manager and Cafeteria Worker
- 2.03 The following positions are specifically excluded along with those inherent to the administration and supervision of the school systems:
- |                         |                                       |
|-------------------------|---------------------------------------|
| Cafeteria:              | Food Service Supervisor               |
| Transportation:         | Transportation Supervisor             |
| Information Technology: | IT Director                           |
| Secretarial:            | Executive Secretary to Superintendent |
|                         | Special Education Secretary           |
|                         | Assistant Treasurer                   |
|                         | Payroll Administrator                 |
|                         | Transportation Secretary              |
| Maintenance:            | Maintenance Supervisor                |
| Substitutes:            | ALL                                   |

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Specifically excluded from the bargaining unit are the Superintendent; Assistant Superintendent(s); Principal(s); "other administrators" as defined by ●R.C. 3319.02; management level employees, supervisors and confidential employees, as defined in O.R.C. 4117.01; and employees belonging to other bargaining units.

- 2.04 When a new position is created that is a bargaining unit position the Board will consult with the Union shall meet to negotiate a salary schedule for that position. Nothing herein shall be deemed to prevent the Board from employing an individual in a new position subject to final resolution of salary issues.

**ARTICLE III - NON-DISCRIMINATION AND EQUAL TREATMENT**

- 3.01 Both the Board and the Union recognize their respective responsibilities under Federal and State civil right laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, not to discriminate in any manner relating to employment on the basis of race, national origin, age, sex, or disability.
- 3.02 The Board and Union recognize the right of all employees and all applicants for employment to be free to join and right not to join the Union and to participate in lawful concerted Union activities. Therefore, the Board and Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union membership or non-membership, or because of any lawful activity in an official capacity on behalf of the Union.
- 3.03 All bargaining unit employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

**ARTICLE IV - DUES DEDUCTIONS AND FAIR SHARE FEE**

- 4.01 ●APSE Local #564 and the Beaver Local Board of Education agree that each and every full-time and short-hour employee in the recognized bargaining unit should contribute toward the cost of administration of this master contract by ●APSE and for representation of the employees in the self-described bargaining unit.

All employees whether they are employed by the board as regular full-time or regular short-hour employees who are eligible to hold and authorize membership in ●APSE Local #564, shall execute an authorization for dues deductions on a form provided by ●APSE.

- 4.02 The Treasurer of the Board shall deduct all dues deductions. The Union shall forward to the Treasurer by September 1 of each year, the amount to be deducted for that year. Dues deductions shall be collected per employee in twelve (12) equal installments beginning in September and ending in August. Signed dues deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization according to the employees signed membership application. A signed

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membership application will be considered authorization for the Board to deduct membership dues.

- 4.03 The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The Board Treasurer shall forward directly to the local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.
- 4.04 The Union shall defend and indemnify the Board of Education and Treasurer 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 Board of Education and/or Treasurer for purposes of complying with any of the provisions of this Article or in reliance on any list, notices, certifications or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense and indemnification of the Board and Treasurer.

**ARTICLE V - NEGOTIATIONS PROCEDURE**

- 5.01 Negotiations under this contract shall be initiated by either party upon written notice to the other party, not more than 120 days, but not less than 90 calendar days prior to the expiration date of this Agreement. Within 10 calendar days after the receipt of such request, OAPSE and the Board shall agree upon a mutually acceptable meeting date.
- 5.02 The Board and Union shall adhere to the principals of good faith collective bargaining as outlined under Section 4117.01 of the Ohio Revised Code. The parties shall meet to bargain collectively on wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this contract between the Board and OAPSE.
- 5.03 GROUND RULES
- a. Negotiation teams shall be established by both the Board and OAPSE, and shall be composed of not more than six (6) active members. Both negotiating teams may include one (1) member to serve as alternate from each classification.

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- b. Each negotiation team may also have one (1) additional person as legal or professional counsel, except no such counsel shall be a member of any group or organization representing other employee(s) of the Beaver Local Schools.
- c. Each negotiation team shall have one (1) chief negotiator, selected by each negotiation team. Each negotiation team may change or substitute its chief negotiator at any time, provided the overall composition of the committee is in accordance with these Ground Rules.
- d. Dates, times, and location(s) for all negotiation sessions shall be agreed to by mutual consent of the negotiation teams.
- e. Each negotiation team shall set forth all of its proposals and counterproposals in writing. No additional issues shall be submitted by either party following the exchange of initial proposals unless mutually agreed upon by both parties.
- f. During negotiation sessions, either negotiation team may call a caucus at any time upon giving notice to the other negotiation team. The negotiation team calling the caucus should inform the other negotiation team of the estimated amount of time necessary for the caucus, and try to return to negotiations within the estimated time frame.
- g. When the negotiation teams reach tentative agreement on each proposal, (including agreement by either party to withdraw a proposal from further negotiations), both negotiating teams shall sign and date two (2) copies of each such proposal. Each negotiation team shall retain one (1) of the signed and dated copies.
- h. When the negotiation teams have reached tentative agreement on all of the proposals, such negotiating team will conscientiously endeavor to expedite approval of their respective principals.

5.04 AGREEMENT

When a tentative agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the tentative agreement and confer with one another to determine the accuracy of the transcript. If the tentative agreement is then in proper form, it shall be submitted to the Union for ratification.

Following such ratification, it shall be submitted to the Board for adoption. When adopted by the Board, the agreement shall become a contract and thus be binding on both parties. Said agreement shall be signed by the Board's representatives and the Association's representatives. When adopted by the Board the Agreement shall become part of the official Board minutes and become binding on all parties.

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5.05 DISAGREEMENT

- A. If after sixty (60) days from the opening of negotiations, issues have been discussed and no tentative agreement has been reached, either party may declare impasse.
- B. If impasse is declared, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached.
- C. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
- D. The assigned mediator has the authority to recommend but not to bind either party to any agreement.
- E. The procedure set forth in the Article represents a mutually agreed upon dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14, except that the Union retains the right to strike by following the procedures required in Ohio Revised Code Chapter 4117.

**ARTICLE VI - UNION RIGHTS**

6.01 OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LEAVE

The Board agrees to permit the Ohio Association of Public School Employees delegates to attend the Annual OAPSE Conference. Delegates shall not exceed two (2) members and shall be determined by the Ohio Association of Public School Employees organization and not exceed a total of three (3) days per employee. Requests to attend the Conference shall be made to the Superintendent at least ten (10) working days in advance of said Conference. Each delegate will be provided 2 professional days with pay, but each delegate must pay their own expense(s) to attend such Conference, and OAPSE will pay all costs connected to the third day.

6.02 USE OF BULLETIN BOARDS

The Union shall be permitted use of designated bulletin boards in each school building and bus garage for the purpose of meeting notification. The Administration shall retain the right to remove materials which the Administration deems inflammatory.

6.03 USE OF COPY MACHINES

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The Union has the right to reasonable use of copy machines without charge provided that:

- a. not to be used while they are being used for school business during the workday;
- b. only trained office personnel be permitted to run the equipment;
- c. for the local union purposes only; and
- d. follow all other rules and regulations for office procedures in using that office's duplicating equipment.

6.04 UNION VISITATION

Non-employee representatives of the Union may enter the premises where bargaining unit members work between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday provided that they follow the Board adopted procedure for persons visiting any school facility, for the purpose of ascertaining whether or not this contract is being observed and attending meetings at Step 3 of the Grievance Procedure. Such visits shall not interfere with the work of any employee or the operation of the Board. If any administrator determines that the visit is creating a disruption, the Union Representative must leave the premises.

6.05 UNION REPRESENTATIVE

An employee selected by the Union to act as Union Representative for the purpose of processing grievances under the grievance procedure, shall be known as Grievance Chairperson. Upon absence of the Grievance Chairperson, the Chapter President shall act in his place. The Grievance Chairperson or the Chapter President in the absence shall be allowed reasonable time without loss of pay, to attend grievance hearings, provided such grievance hearings take place during such Union Representative's regularly scheduled work hours.

6.06 NOTIFICATION OF REPRESENTATIVE

The Union shall furnish the Board a written list of the names of the Chapter President, Vice-President, Treasurer, Recording Secretary and Grievance Chairperson, indicating locations to which each is assigned. Further, the Union shall promptly notify the Board in writing of any changes therein.

6.07 NOTIFICATION OF BOARD MEETINGS

Notification of all regular and special meetings shall be provided to the Chapter President prior to said meetings. Board minutes shall be available to the Chapter President after they have been approved by Board action and posted on the District's website.

6.08 BOARD POLICY BOOKS

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Board policy is available on the District's web site.

All regulations and policies referring to the employees, established by the Board, shall be published on the district web site under Board Policy.

6.09 CALENDAR COMMITTEE

The association will be provided the opportunity to vote annually on a calendar option. Staff voting is considered when selecting the calendar. The superintendent has the final decision on the district calendar.

6.10 UNION ORIENTATION

The President of OAPSE Local 564 or their designee will have up to thirty (30) minutes during their work day for orientation of new employees. Said orientation shall occur during the new employees first two (2) weeks of work but will not interfere with any District in-service and/or mandatory meeting(s). Discussion during orientation shall include but not be limited to acclimation to his/her work environment, professionalism, workplace expectations and rules and procedures and OAPSE membership.

**ARTICLE VII - MANAGEMENT RIGHTS**

- 7.01 The Board has the responsibility to exercise its exclusive authority to manage and direct all the operations and activities of the School District to the extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this contract, and Ohio Statutes.

**ARTICLE VIII - LABOR/MANAGEMENT COMMITTEE**

- 8.01 In an effort to solve problems before they become formal grievances, the Board and Union agree to establish a Labor/Management Committee consisting of representatives of both OAPSE and the Administration.
- 8.02 Its main function shall be to confer on all matters of mutual concern, to keep both parties to this contract informed of changes and developments caused by conditions (including safety) other than those covered by this contract and to confer over potential problems in an effort to keep such matters from becoming major in scope.



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- 8.03 The OAPSE representatives shall be no more than five (5) from the Chapter; the field representative and the Board attorney may attend. The Administration shall be no more than five (5) in number, excluding the Board's attorney.
- 8.04 Either party to this contract may request a meeting of the Committee but not more often than one (1) a month unless mutually agreed upon. Arrangements are to be made in advance and an agenda must be submitted with the request. The refusal of OAPSE to meet at any meeting called by the Administration within five (5) work days of the call, shall constitute a waiver by OAPSE of the right to confer over matters for which the meeting was called.

**ARTICLE IX - GRIEVANCE PROCEDURE**

9.01 Definitions

- a) A grievance is a claim by a bargaining unit member alleging that there has been a violation, misinterpretation or misapplication of the written provisions of the negotiated agreement between OAPSE and the Board.
- b) A grievant is an employee, group of employees or the union, alleging a violation, misinterpretation, or misapplication of the written provision of the negotiated agreement. A grievance alleged by a group or the union shall have arisen out of identical circumstances affecting each member of said group. The grievance shall bear the signature of the grievant(s).
- c) Days shall mean a work day.

9.02 Time Limits

The number of days indicated at each step is considered as maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

9.03 Procedures

STEP ONE

Within fifteen (15) working days of the event giving rise to the grievance or the employees knowledge of same, the employee must discuss the grievance with his/her Supervisor/Administrator. If the grievance procedure is not initiated within the aforementioned fifteen (15) days, the grievance shall be considered waived.

STEP TWO

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If the discussion at Step one (1) does not resolve the grievance, the grievant or grievance chairperson shall have the right to present the grievance in writing,- to the grievant's Supervisor/Administrator within five (5) working days after the Step One meeting. If the grievance is not presented within five (5) working days following the discussion at Step One, the grievance will be waived unless by mutual agreement of the Superintendent and the Grievance Chairperson.

The grievance form shall set forth the complete details of the grievance (i.e. the facts upon which it is based, the paragraphs allegedly being violated, the approximate time of occurrence and the relief or remedy requested), and shall be dated and signed by the grievant(s) and the grievance chairperson. Within five (5) working days after the presentation of the grievance, the Supervisor/Administrator shall hold a meeting to discuss the grievance and within five (5) days of the meeting give a written answer to the grievance chairperson.

STEP THREE

If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing,-to the Superintendent by the grievant or grievance chairperson within five (5) working days after the Step Two (2) answer.

Within five (5) working days thereafter, the Superintendent shall meet with the grievant(s), grievance chairperson, Chapter President and/or the OAPSE Representative to discuss the grievance. Within five (5) working days after the Step Three (3) meeting the Superintendent shall give a written answer to the Chapter President.

STEP FOUR

- A. If the grievance is not satisfactorily settled at Step Three (3) the Union may, within twenty (20) calendar days after the receipt of the Superintendent's decision, submit the issue to arbitration. The request for arbitration must be sent to the Superintendent and the Federal Mediation and Conciliation services (FMCS). Upon written notice of the Union's intent to arbitrate a grievance, the FMCS shall submit a panel of seven (7) arbitrators, to each party and the arbitrator shall then be chosen in accordance with the alternate strike method. The fees and expenses of the arbitrator shall be borne equally by the parties.
- B. Furthermore, the aggrieved employee, the grievance chairperson, the Chapter President and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending the arbitration hearing. The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the Superintendent and the Union. Working days as used in this Article, as it pertains to the grievance procedure only, shall not include Saturdays, Sundays or Holidays.

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- C. In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application of, and/or the compliance with the provisions of the contract including all disciplinary actions, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of the contract.
- D. All decisions of arbitrators consistent with these provisions and all pre-arbitration grievance settlements reached by the Union and the Board shall be binding on the Board, the Union, and the employee(s). Provided that a grievance may be withdrawn by the Union at any time during Steps one (1), two (2), three (3) or four (4) of the Grievance Procedure, the withdrawal of any grievance shall not be prejudicial to the positions by the parties as they relate to that grievance or any other grievances.
- E. Unless otherwise agreed, if the issue of arbitrability is raised, the arbitrator shall decide whether to hear the arbitrability issue before hearing evidence concerning or considering the merits of the case.

**ARTICLE X - REDUCTION IN FORCE**

10.01 Procedure for Reduction in Force

- A. In the event it becomes necessary to reduce employees, in whole or in part, due to abolishment of position(s), lack of funds, lack of work, building closures, or territorial changes or other financial reasons, the following procedure shall govern such reductions.
- B. The Board shall, upon the recommendation of the Superintendent, determine in which classification(s) the layoff should occur, and the number of employees to be laid off. In the classification of the layoff, employees with limited contracts shall be laid off before employees in that classification employed under a continuing contract. Additional reductions shall begin with the least senior employee, based on seniority within the classification the layoff.
- C. Prior to the Board instituting such reductions in the bargaining unit staff, the Board shall notify the Union of such reductions.
- D. Suspension of contract shall be considered by June 15, as to the effective day of the layoffs. The Board shall prepare and give to the OAPSE Chapter President a list containing the names, seniority dates and classifications, and indicate the employees to be laid off.
- E. Affected employees shall be given minimum of two (2) weeks written notice in advance of the effective day of the layoff (i.e., the day declared by Board Resolution

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to be the first day of the layoff), indicating the circumstances which make the layoff necessary. Each notice of layoff shall include the following:

1. Reasons for the layoff or reductions;
  2. The effective date of layoff; and
  3. A statement advising the employee of his/her rights of reinstatement from the layoff.
- F. The Board shall attempt to keep the number of employees affected by reductions to a minimum by not employing replacements insofar as practical, for employees who resign, retire or otherwise vacate a position.
- G. In the event an employee is laid off, he shall receive payment for any unpaid overtime and extra trips, as quickly as possible, but not later than fourteen (14) calendar days after the effective date of the layoff.

10.02 Bumping Procedure

- A. In the event that an employee is laid off from his/her present classification, he/she shall have the right to bump within the same job classification replacing any less senior employee, who in turn, may bump in the same manner, provided that bumping can only occur into positions for which the employee is qualified and has the appropriate licensure, where applicable.
- B. If an employee chooses to bump another employee in accordance with this Article, he/she must notify the Superintendent within five (5) days of receiving notice of layoff. Employees who fail to notify the Superintendent of their intent to bump within the time limits established herein, shall forfeit their right to bump for the duration of the layoff. Employees who have worked previously in another classification, and are subject to layoff, may bump the least senior employee in their former classification as long as he/she has the appropriate qualifications and licensure where applicable. Bumping into a previously held classification shall in no way impede an employee's return to his classification from which he was bumped, if a position becomes available, assuming the employee has maintained the appropriate qualifications and licensure where applicable. If there is no opportunity for downward bumping, an affected employee may apply for vacancies in other job areas.
- C. The following classifications shall be used for the purpose of defining classifications and bumping rights within classifications, in the event of layoff:
1. Secretarial
  2. Cafeteria
  3. Custodial/Assistant Maintenance
  4. Mechanics
  5. Transportation

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6. Paraprofessionals

10.03 Reinstatement Procedure

- A. For the classification(s) in which layoff occurs, reinstatement shall be in the classification at the time of layoff. The Board shall prepare a reinstatement list per classification. The names shall be placed on the reinstatement list in reverse order of layoff. Classified employees who were non-renewed, terminated or who separated from employment with the Board for other than reduction in force reasons, shall not appear on reinstatement lists.
- B. Vacancies which occur during the period of a reduction in force shall be offered to those employees working, through Article XI, Posting and Bid Procedure. Vacancies which remain following this procedure shall be offered to the employee standing highest on the reinstatement list in their classification 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 in which to respond. It is the responsibility of the 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.
- C. The employee's name shall remain on the appropriate reinstatement 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 previously accumulated seniority and all rights related to salary and fringe benefits.
- D. If an hourly rate is increased with reinstatement, the higher salary rate shall prevail unless there is an overall reduction of salaries.

**ARTICLE XI - POSTING AND BID PROCEDURE/PROBATIONARY PERIOD**

11.01 All vacancies and new positions shall first be offered to bargaining unit members.

Such vacancies shall be posted for five (5) working days in an area accessible to all employees. Such notices will set forth the job description, qualifications and details of the opening. Such vacancies shall be posted within fifteen (15) working days after the Board approves the filling the original vacancy.

Notices of vacancies shall be e-mailed to the employees during the summer months and shall not be posted in the school buildings. Any employee interested in the vacancy shall submit, in writing to the Superintendent, a request for the vacancy not later than five (5) working days after the vacancy is posted.

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- 11.02 The Board shall make the appointment within the next ten (10) days or as soon as possible thereafter.

WITHIN THE CLASSIFICATION:

Should there be more than one (1) employee within the classification interested in the vacancy, the employee with the greatest job classification seniority shall be granted the vacancy.

TO A DIFFERENT CLASSIFICATION:

Any vacancy not filled within the classification shall be offered to employees from other classifications, who meet the job qualifications established by the Board, by seniority.

All vacancies within the school district shall be offered to the present qualified employees of the district and such employees shall be considered prior to Administration opening the vacancies to the general public.

Qualifications shall be determined by the employee's experience, training (proof of training is required), past performance or an administrated qualification test. (All applicants shall be given a study guide prior to the test).

- 11.03 All Newly hired employees shall be placed at step 0.

Employees switching classifications shall be placed at the step that is closest to their current hourly rate of pay, as to not lose money. Any bargaining member who switched classifications in the 2021-2024 contract, shall qualify for additional steps based on the aforementioned clause.

- 11.04 Probationary Period

A. If the Board or the Administration determines that an applicant/employee who is awarded a job in a different classification is unable to perform satisfactorily the duties of the new job during a period of thirty (30) working days, he/she will be returned to his/her previous position. During this same thirty (30) days period the employee may, if he/she elects, return to his former job. If the Board determines that the employee's performance is unsatisfactory in the new position, the Administration shall notify the employee and the Union President.

B. Employees bidding for another position in their same classification shall not serve another probationary period.

- 11.05 Vacancies that cause a succession of job openings shall be posted in following manner:

- a) 3 day limit on posting
- b) 3 day limit on bidding
- c) 3 day limit on awarding of the position
- d) wait until succession bids with present employees are completed before position

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changes are made.

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**ARTICLE XII - SENIORITY**

- 12.01 System seniority shall mean the uninterrupted length of continuous service with the Beaver Local School District. Authorized leaves of absence shall not constitute an interruption of continuous service. System seniority shall be computed from the most recent date of hire.
- 12.02 Job classification seniority means the total length of continuous employment in a bargaining unit member's job classification, computed from the member's most recent date of assignment to that job classification. In the event the most recent date of assignment to a job classification is the same, system seniority shall prevail.
- 12.03 Only regular contracted employees shall accumulate system seniority or job classification seniority.
- 12.04 In the event the date of hire is the same for two (2) or more bargaining unit members, system seniority shall be determined as follows:
1. By the toss of the coin. (affecting only 2 employees)
  2. Drawing lots affecting more than 2 employees.
- 12.05 A seniority list will be provided to the Union President upon request.
- 12.06 The seniority list shall be available on an annual basis, by March 1<sup>st</sup> of each year of the contract. All revisions shall be made within thirty (30) days after such list is provided by the Board.
- 12.07 The seniority list shall be made up by classification and shall contain in order of classification seniority, the name, department and date of hire of each employee.

**ARTICLE XIII - DUAL CLASSIFICATION EMPLOYEES**

- 13.01 Persons employed in bargaining unit classifications are eligible to apply for vacancies in other bargaining unit classifications for which they are qualified, without giving up their current classification, in accordance with the Posting and Bid Procedure and the provisions of this Article.
- 13.02 As a condition of eligibility to be considered for employment in more than one position, it must be physically possible for the employee to perform the duties of both positions i.e., the work schedules for the employee's current position and the vacancy must not be in any way conflicting. Further, the total number of hours regularly scheduled to be worked by any person employed in more than one (1) position by the Board must not exceed eight (8) per workday and forty (40) per work week.



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- 13.03 Employees who are interested in "Dual Classification" will be considered for vacancies based upon the criteria for awarding vacancies set forth in the Posting and Bid Procedure. "Dual Classification" employees who are successful in bidding on a vacancy shall be initially placed on the beginning step of the salary schedule for the vacant position, and shall advance on that salary schedule as a newly hired employee. Filling a vacancy under this Article shall not be considered a "promotion" under the Posting and Bid Procedure.
- 13.04 "Dual Classification" employees are not eligible to receive call-in overtime until such overtime is refused by all fulltime employees in that classification. In no case shall an employee be offered overtime which conflicts with regular assignment.
- 13.05 "Dual Classification" employees shall accumulate system seniority on the same basis as all other bargaining unit members. "Dual Classification" employees shall accumulate job classification seniority in their prior position in accordance with the job classification seniority provisions in this Agreement. In addition, such employees shall accumulate job classification seniority in any classification different from their prior position, beginning with the date they started to work in such other classification.
- 13.06 "Dual Classification" employees shall have the same rights and privileges as all other bargaining unit members.
- 13.07 During a reduction in force the dual classification last added to the work force shall be reduced in that classification before others in that classification.
- 13.08 "Dual Classification" employees who are scheduled to attend in-service for their primary job responsibilities (majority of employment hours) will be docked for all conflicting in-service time with the secondary job responsibilities. The dock shall be for actual time attending the in-service and shall be at the secondary job hourly rate. The in-service time shall be calculated as time worked in the primary job for all pay purposes.
- 13.09 "Dual Classification" employees who must stay on the job for their primary job responsibilities (majority of employment hours), will be docked for all conflicting time absent from their secondary job responsibilities. The dock shall be for actual time the "Dual Classification" employee is not performing their secondary job responsibilities.
- 13.10 In the event the school day is altered (i.e., delayed start, early release, etc.) and a conflict arises in positions, the employee shall report to the position in which the employee is scheduled to work the most hours.

**ARTICLE XIV - JOB DESCRIPTIONS**

- 14.01 The Board shall make available to the Union, the current job descriptions for all jobs in all classifications in the bargaining unit.

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- 14.02 Whenever a change occurs in the description of such job, the Board agrees to provide the Union with a copy of the new job description and discuss the effects of major changes before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect.

**ARTICLE XV - CONTRACTS**

- 15.01 Newly hired regular non-teaching school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two (2) years.
- 15.02 After the expiration of the two (2) year contract provided in 15.01, if the contract of a non-teaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is part of a uniform plan affecting the non-teaching employees of the entire District. All contract non-renewals must be in accordance with law.
- 15.03 Any non-teaching school employee may resign his contract of employment thirty (30) days subsequent to the filing of a written notice of such resignation with the Treasurer of the Board.
- 15.04 A person hired exclusively for the purpose of replacing a non-teaching school employee while such employee is on long-term leave of absence (granted under Section 3319.13 of the Ohio Revised Code) shall not be considered a regular non-teaching school employee and such employment will expire at the end of such term without further notice or challenge.

**ARTICLE XVI - EMPLOYEE EVALUATIONS**

- 16.01 Each employee may be evaluated by his/her immediate Supervisor on an annual basis. If a Supervisor determines evaluations are necessary, all employees under his/her supervision will receive the same evaluation process. The purpose of such an evaluation is to promote better understanding of the requirements of the position that they are performing and overall expectations of the Administration; the employee's productivity; the specific performance objectives or targets to be achieved; to point out and attempt to mutually correct any deficiencies that an employee may have in the performance of their job.
- 16.02 All employees shall have the opportunity to review any and all evaluations regarding their work. The employee shall acknowledge that he/she has read the evaluation by their signature on the copy to be filed and a copy of the evaluation shall be given to the employee. Such signature on the evaluation shall not indicate agreement or disagreement with the evaluation, only that the

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employee discussed the evaluation.

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- 16.03 The employee shall be given the opportunity to make written comments regarding the evaluation which shall be attached to the evaluation. The written comments must be filed within fifteen (15) days of the evaluation conference.

**ARTICLE XVII - DISCIPLINE**

17.01 DISCIPLINARY MEETING

Disciplinary meetings shall be conducted in private. An affected employee may, if he/she deems it necessary, request the presence of a union representative at the meeting. When such a request is made the meeting shall not proceed until the representative is in attendance. No employee shall be disciplined (e.g. reprimanded, suspended with or w/o pay, demoted or discharged) unless such discipline is based upon one or more of the reasons defined in ORC 3319.081 paragraph C, which include violation of written rules and regulations as set forth by the Board, or for incompetency, inefficient, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

- 17.02 Nothing in this Article shall be construed to prevent verbal communications between Administrators and employees without presence of a representative. Such communications including commendation, questioning, suggesting, directing, reminding and correcting, shall be termed casual and shall not include the presence of a representative. This shall be done either during the employees work hours or as a call in basis. There shall be no written statement concerning this verbal communication placed in the employee's personnel file.

- 17.03 Employment contracts as provided for in this agreement may be terminated by a majority vote of the Board. Such contracts may be terminated in writing, only for violation of written rules and regulations set forth by the Board, and for the reasons found in O.R.C. 3319.081, paragraph C, as stated in 17.01 above.

In addition to the right of the Board to terminate the contract of an employee, the Board may suspend an employee with or without pay. The action of the Board terminating or suspending the contract of an employee shall be served upon the employee personally or by certified mail to last known address. All disciplinary action resulting in suspension or termination may be appealed within ten (10) days by a bargaining unit member at Step 3 of the grievance procedure. All other disciplinary actions may be appealed beginning at Step 1 of the grievance procedure. This procedure shall supersede ORC 3319.081.

**ARTICLE XVIII - PERSONNEL FILES**

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- 18.01 All bargaining unit employees' personnel files shall be kept in the confidential files in the Board office.
- 18.02 Employees shall have the opportunity to read any material before it is dated and placed in their personnel file. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. A copy of the material shall be given to the employee upon request, but the employee shall not remove any material from the file. The employee's signature shall not indicate agreement with the content of the materials, but indicates only that the material has been inspected by the employee.
- 18.03 He/she shall also have an opportunity to reply to material in his/her personnel file by attaching a written statement to the file copy within ten (10) days of being notified of such material. Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and is placed in the employee's personnel file.
- 18.04 Written reprimands and/or Letters of reprimand or suspension shall be expunged from an employee's file following a four (4) year period of time if there is not a reoccurrence of a same or similar incident. Anonymous letters or material shall not be placed in an employee's file nor shall they be made a matter of record.
- 18.05 Each employee shall have the right, upon request, to review the contents of their own personnel file. Any such letters of reference are to be considered confidential and shall not be viewed by the employee. An employee shall have the right to representation when reviewing their personnel file. Any such examination shall be at reasonable times during normal business hours, and shall also be at the mutual convenience of the employee and the Superintendent or his designee.

**ARTICLE XIX - TEMPORARY EMPLOYEES**

19.01 Temporary Employees

An employee employed as a temporary for more than 120 working days, not replacing anyone, in any six month period, shall be deemed a regular employee on the first working day following completion of the 120<sup>th</sup> day of service, and such employee shall be immediately subject to the organizational security provisions of this agreement.

19.02 Student and Grant Employees

The Board may employ students and/or use volunteers for any position that would not directly or indirectly affect the rights of OAPSE or any employee in the bargaining unit or otherwise be filled by reinstating qualified bargaining unit members from layoff.

19.03 UNIT MEMBERS ON SUBSTITUTE LISTS

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Any unit member may be placed on a substitute list for a job classification outside his/her contracted work provided there is no conflict between requirements of the two classifications. The unit member must submit a letter of interest annually to the appropriate Supervisor by September 1. Employees who perform work as a substitute shall be paid at the substitute rate.

**ARTICLE XX - HOURS OF WORK AND OVERTIME**

20.01 Standard Work Week

- A. The standard work week for custodians shall be five (5) consecutive occurring Monday through Friday with one (1) custodian assigned a work week of Tuesday through Saturday.
- B. All bargaining unit employees who work five (5) consecutive hours or more per day, shall have one half (1/2) hour paid lunch as part of their work shift.
- C. Each bargaining unit employee shall be provided with supplies and equipment to carry out his/her work assignment.
- D. When positions have been abolished or a reduction in force has been implemented, no employee in that specific classification shall be required to work over their regular scheduled hours.
- E. Any qualified employee in the same job classification who works less than twelve (12) months a year, shall be given the opportunity, during the time when they are not scheduled to work, to replace absent employees in that classification before substitutes are called. If the employee accepts the work, he/she shall be paid at the absent employee's regular hourly rate of pay. The employee will not be given the opportunity to replace an absent employee if such replacement results in the employee working over forty (40) hours in a workweek, except in unusual circumstances as determined by the Superintendent.

20.02 Overtime

- A. The Board shall pay for time worked at the rate of time and one-half for all hours worked over eight (8) worked on a day, or for all hours over forty (40) worked in any week, which is Monday through Saturday, in accordance with the Fair Labor Standards Act.
- B. To the extent possible and practical, regular full-time bargaining unit members regularly assigned to work on a less than eight (8) hour per day schedule, shall be afforded the opportunity to work in their current positions up to eight (8) hours before substitute employees are assigned to work.

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If a calamity day occurs while a bargaining unit member reports to work working in a higher paying position, or a position with increased hours, he/she shall receive calamity day pay at the increased rate in hours.

- C. All overtime shall be granted on a seniority rotation basis, according to the job classification seniority of employees within a campus (Inclusive of all nonattached buildings within a campus). The rotation list shall include the names of all employees who have indicated in writing to their immediate Supervisor that they are willing to work overtime.

Any employee who declines overtime for any reason, shall have his name rotated to the bottom of the seniority list, and will not be granted overtime until his name reaches the top of the seniority list.

- D. When computing hours worked, holidays, sick leave, days and personal leave days, shall count as a regular work day.
- E. There shall be no duplication (pyramiding) of overtime for the same hours worked or for premium hours paid (e.g., call-in-time, etc.).
- F. Overtime rate shall be paid on the rate of which the work/job was performed at the time the employees exceeds 8 hours worked per day or 40 hours worked in a week.
- G. Up to three (3) deduct days are allowed to be taken annually upon approval of the Superintendent. No more than two (2) deduct days can be taken in succession of one another or combined with personal days or district breaks. Deduct Days shall only be approved by the Superintendent prior to the date(s) requested, which shall be submitted at least two (2) weeks prior to the date requested. If the Superintendent does not receive or approve the employee's request for a deduct day(s) and the employee does not come to work on the requested day(s), the employee shall be deemed to have vacated and/or abandoned his/her position. Nothing herein shall be deemed to provide any employee with the expectation that deduct days will be granted and the failure of any employee to be in attendance at work or in approved leave status will result in appropriate disciplinary action, up to and including termination.

20.03 Call-in-Time

Employees not regularly scheduled to work and who are called in to work by his/her supervisor shall be guaranteed a minimum of two (2) hours work. Employees shall be compensated at their regular rate of pay for such hours worked, unless such work is performed in excess of forty (40) hours in a week (Monday through Saturday). Delays and cancellations do not fall under the category of "call-in time" due to the fact that a cancelled day or delayed day is already a fully compensated paid contracted day.

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20.04 Maintenance Overtime

Maintenance related overtime is to be offered to the assistant maintenance employee before offering it to custodians on a building seniority basis.

20.05 Waiver Days

Bargaining unit members will be notified of the waiver day date(s) after the Board has received written approval of such waiver days. Bargaining unit members will be notified in advance of whether they will be scheduled to work or to attend in-service by their supervisor. If the in-service cannot be scheduled on the waiver day, the in-service will be scheduled no later than two (2) weeks after the waiver day.

20.06 Time Slips

Overtime and/or extra-time slips must be submitted to the respective supervisor on the Monday following pay day.

20.07 Summer Work

10 month custodians may be offered to extend their contracted days at their regular rate of pay.

All summer work may be offered to bargaining unit employees within the bargaining unit prior to non-bargaining unit employees or substitutes at the zero (0) step of the custodian wage schedule.

Bargaining unit members must submit a letter of interest to the appropriate Supervisor.



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**ARTICLE XXI - CLASSIFIED STAFF PROVISIONS**

21.00 This Article applies to Cafeteria staff, Custodians, Mechanics, Secretaries and Paraprofessionals, but not Transportation.

21.01 Cafeteria Staff

- A. When the kitchens are used by various groups, for cooking purposes, a cook certified in food safety must be employed.
- B. Cafeteria workers shall be paid their regular hourly rate when on duty for the above purpose and qualify for overtime if the employee has exceeded working eight (8) hours in a day or forty (40) hours that week, as defined in this Agreement.
- C. When a Head Cook is absent from work, the next qualified cafeteria worker in line of seniority from the kitchen, will act in his/her place. The employee filling the Head Cook position shall assume and perform the duties required of the Head Cook and be paid the higher rate from the first day of absence of the Head Cook and paid the higher rate until the Head Cook returns.
- D. When a cafeteria worker is absent for an extended period of time, one (1) week or more, cafeteria staff shall have the absent workers position by seniority. The substitute employee, if necessary, shall replace the least senior cafeteria staff member.
- E. An annual allowance of \$200.00 will be paid to employees for the purpose of purchasing shirts, pants, and "non-skid" shoes. Reimbursement will be conditioned upon proof of purchase (i.e., receipt) that must be submitted to the Supervisor within the current school year you are submitting (ie: July 1 2021 to June 30, 2022). The uniform including non-skid shoes, must worn during the performance of their work. The district will also provide two (2) serving aprons per person and one (1) annually here after for all kitchen employees. These serving aprons must be worn at all times working on the serving line. If the district provided apron is not worn while serving food, the employee will be subject to disciplinary action.
- F. When the beginning of school is delayed, the serving time shall be adjusted to give cafeteria employees sufficient time to prepare meals.

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21.02 Custodial Staff

- A. When the building or buildings are used by school or outside groups for scheduled events, a custodian must be on duty.
- B. Custodians shall be paid their regular hourly rate when employed for the above purpose and shall qualify for overtime if the employee has exceeded working eight (8) hours in a day or forty (40) hours that week, as defined in this Agreement.
- C. The Maintenance Supervisor shall rotate overtime among custodians. An overtime roster shall be posted in the maintenance area, which shall list the names of all custodians desiring to work overtime. Any custodian interested in overtime must submit a letter of interest to the Maintenance Supervisor. A custodian who declines to work overtime for any reason, other than for absence, shall be rotated to the bottom of the list and will not be eligible for another event qualifying for overtime until their name reaches the top of the rotation. If an event is cancelled, the rotation list shall stay in effect.

Any custodian interested in overtime must submit a letter of interest to the Maintenance Supervisor by September 1<sup>st</sup> of each year.

- D. A lunch break not to exceed one half (1/2) hour shall be paid to Custodians by the sponsoring group, when the number of hours worked exceeds five (5) hours.
- E. The number of overtime hours paid to Custodians will be shown on his/her paycheck.
- F. An annual clothing allowance of \$175.00 will be paid to employees for the purpose of purchasing clothing (pants, shirts, and shoes) for work. Reimbursement will be conditioned upon proof of purchase (i.e., receipt) that must be submitted to the Supervisor within the current school year you are submitting (ie: July 1, 2021 to June 30, 2022).
- G. If the daylight custodian's absence is for five (5) days or more, custodians in line of seniority from the building working the afternoon shift shall be offered to move to the daylight position. If there is no custodian is interested to fill the position, a substitute will fill the position.
- H. In the event a substitute is not available for an absent custodian, the available work will be offered to regular custodians according to the overtime rotation list. Regular custodians will be offered the full number of contracted hours of the available position. If a regular custodian is required to do work in the area of an absent custodian during their regular work shift, they will receive an additional bonus (1) hour at their regular rate of pay, not to be included in the calculation of overtime.
- I. Job descriptions that include work area and duties to be performed will be formulated and

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available upon request. Work areas and duties will be determined at a meeting held between the Beaver Local School District Administration and the affected employees. Duties and work areas will be for review and discussion prior to each school year. The Administration and/or Board have final say and authority over job descriptions and work areas/duties.

21.03 Uniforms - Mechanics

The Board shall pay one hundred (100%) percent of mechanics' uniform rentals/cleaning.

21.04 Secretaries

- A. Secretaries, who prepare for open house or are asked to attend beyond an eight (8) hour work day, shall be paid according to Section 20.02 of hours worked.
- B. Job descriptions that include work area and duties to be performed will be formulated and available upon request. Work areas and duties will be determined at a meeting held between the Beaver Local School District Administration and the affected employees. Duties and work areas will be for review and discussion prior to each school year. The Administration and/or Board have final say and authority over job description and work areas/duties.

21.05 Paraprofessionals

- A. Paraprofessionals, who are required to prepare for or asked to attend open house beyond an eight (8) hour work day, shall be paid according to Section 20.02 of hours worked.
- B. Paraprofessionals who cover a classroom when a teacher is not available will receive extra duty of their rate of pay per hour.

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**ARTICLE XXII - BUS DRIVERS**

22.01 Buses

When an official Beaver Local School bus is used, a licensed bus driver (Beaver Local) must be used, unless a Beaver Local driver is not available. The Transportation Supervisor must attempt to contact all eligible drivers and provide documentation if requested that he/she did actually make such attempt.

22.02 Extracurricular and Field Trip:

- A. The Board shall post and maintain an extracurricular field trip roster which shall bear the names of all drivers wishing to take such trips. All drivers desiring extracurricular field trips must notify the Transportation Supervisor, in writing, no later than noon on the day prior to the first scheduled "In-service" day each year with a second opportunity by notifying the transportation supervisor by Jan 1<sup>st</sup>. The seniority rotation list shall start on In-service day of each year. Any driver failing to notify the Transportation Supervisor of their desire to take extra field trips by this date will be excluded from the trip roster for that school year. Drivers hired during the school year, the new driver may elect to be added to the trip list within 30 days of being hired by the Board.
- B. Drivers wishing to take morning and/or afternoon trips shall have a substitute provided for the affected parts of their run(s).
- C. Drivers who take a personal leave day, have a doctor's appointment or returning from sick leave and when school is not in session, shall be permitted to take extracurricular/field trips according to job classification seniority on the same day or the following day.
- D. Drivers on the seniority rotation list, who are union representatives and must attend to union business, shall have trips assigned to them in accordance with Section A above or when trip has been cancelled (after union business).
- E. All trips shall be posted on the bus garage bulletin board prior to, or Thursday by noon of the week prior to the trip. Tournament games or rescheduled trips are not subject to the advance posting. Drivers shall notify the Transportation Supervisor no later than 2:30p.m. on the Friday of the week prior to the trip if they are not taking their assigned trip. Exceptions for emergencies will be permitted. Drivers who fail to notify the Transportation Supervisor of their intent to take a trip and/or refusing extracurricular/field trips six (6) consecutive times shall have their names removed from the seniority rotation list for the remainder of the school year. This rule does not apply to early trips. Trip boards shall be updated weekly.

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- F. District field trips shall be granted to all drivers on the seniority roster in order of seniority.
- G. Extracurricular/field trips shall be paid at the driver's regular rate of pay per hour from the point of departure to return to same point and paid in fifteen minute intervals with 8 minutes or more will be paid to the next quarter hour, and time 7 minutes or less will be paid at exact time and drivers shall be guaranteed minimum of three (3) hours and-one half (1/2) hour prep/clean up time in the event the trip is cancelled. Trips on Sunday's and contract holiday's will be paid at time and a half.

Whenever hours in a day exceeds eight (8) or forty (40) hours in a week, excess hours shall be compensated at the appropriate overtime rate.

Trip Sheets are to be turned in no later than the next business day after the last day of the pay period. Bargaining unit members are not permitted to hold trip sheets due to the fact of timely billing of groups, and state and federal laws.

- H. School buses used for extracurricular/field trips shall be rotated by the Transportation Supervisor, to the extent practical, in an effort to prevent the same buses from being used all the time. Drivers required to exchange buses on other than regular work hours for trips shall be compensated at their regular rate of pay. Drivers who use the buses shall return them clean following any trip.
- I. Substitute drivers will be eligible for extracurricular field trips only when there are no trip drivers available.
- J. Drivers shall not be required to sign any document determining the hire of a new driver.
- K. Coats/Jackets: During the life of this contract, each bus driver will receive one (1) uniformed "BL" winter jacket in the first school year chosen from a list of options provided by the district. If any new bus driver is hired within the duration of this contract, they will also be provided a jacket.

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22.03 Standing Time

Bus drivers on special trips, including but not limited to athletic events, field trips and extracurricular trips, who are required to remain on standby for the duration of the event for which the special trips are made, shall be paid their regular rate of rate of pay.

22.04 Vehicle Unavailability

Whenever, as the result of the unavailability of appropriate Board vehicles due to mechanical or other malfunction, a bus driver regularly scheduled to work, is unable to work, he/she shall receive at the rate he/she would have received for working that day.

22.05 Minimum Hours

All drivers shall be guaranteed 4 ½ hours driving time plus ¾ hour preparation (e.g. bus fueling, pre-trip), and cleaning per day, and an additional ½ hour cleanup if a substitute does not clean bus after use only with the supervisor's approval for the contracted year. If any driver, because of additional time or duties as required by the administration that exceeds 5 hours per day shall be compensated in exact time at their regular hourly rate with verification by the administration. Additional time shall be paid as follows:

- 2 hours for physicals
- 2 hours for drug/alcohol testing
- Exact time for time spent on additional in-services
- Actual classroom time spent for re-certification training class

Drivers' time shall be calculated as follows:

- Morning Runs: from the time the driver leaves their designated storage area as defined in Section 22.16 to the time they return to their designated storage area as defined in Section 22.16.
- Afternoon Runs: from 2 p.m. until the time they return to their designated storage area as defined in Section 22.16 (with exceptions of special route assignments parochial school and career center).

22.06 Breakdown Time

Should there be a bus breakdown during a regular run, the driver shall be paid his/her regular rate of pay for any time spent waiting for service beyond a one-half (1/2) hour minimum wait.

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22.07 Doubling on Routes

Should a breakdown occur, or a situation as determined by the Transportation Supervisor, necessitating the transfer of students to another driver to complete or partially complete a regular run, the driver assisting the completion shall be granted a minimum of one (1) hour at his/her regular rate of pay, if additional time is required by the driver making the assist.

22.08 Career Center Mid-Day Shuttle Runs

The assigned drivers performing the mid-day shuttle of students from District Campus to the Career Center during the mid-day, outside their regular runs, shall be paid a minimum of one-half (1/2) hour at their regular rate of pay.

On days that Beaver Local is not in session, but the CCCTC is in session, the person performing the majority of the run (to the CCCTC in the morning and at the end of the school day) will assume the mid-day run and will be paid for the full day's work (5.25 hours). In the event that person cannot perform all three (3) runs (morning, afternoon and mid-day), the person assigned to the mid-day run has first priority to take the full days (morning, afternoon, mid-day) run. In the event that person cannot perform all three runs, the seniority list will be followed.

22.09 Overtime

Overtime shall be granted to drivers as provided in Section 20.02 of this Agreement. Employees are responsible to turn in their time sheets for overtime, to the Support Services Supervisor.

22.10 Hazardous Driving Conditions

In the event of sudden hazardous driving conditions developing immediately prior to or during morning runs and the Administration has not closed or delayed school, and the driver believes the conditions constitute a definite risk to the safety of the passengers and the driver, the driver must make a reasonable attempt to contact the Transportation Supervisor to request permission not to drive that portion of the run. If the driver is unable to contact the Transportation Supervisor, the driver shall at his/her discretion make the determination whether to continue that portion of the route. Such request shall not become a part of the driver's personnel file, unless repeated refusals to driver are deemed unwarranted by the Transportation Supervisor.

22.11 Physical Examinations

The Board shall pay for the annual physical examination for all bus drivers.

Additionally, the Board shall pay reimbursement of CDL license plus CDL recertification driving time to a maximum of 3 hours, upon proof of receipt.

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22.12 Student Discipline

Student discipline on the bus shall be handled by the driver under supervision of the Principal and/or Transportation Supervisor, in accordance with established Board policy.

22.13 Personal Use

Buses cannot be used for personal use.

22.14 Summer Trips

Summer trips are to be granted according to the seniority rotation list used during the regular school year.

22.15 New Buses

- A. New buses purchased for specific need (e.g. transit and/or automatic transmission) shall be distributed to drivers assigned to drive such routes. All buses being passed down due to this method, shall be offered to the driver who was eligible according to the rotation (This shall not affect the driver's eligibility on the rotation).
- B. New buses that are not assigned to such restricted routes shall be distributed to drivers by job classification seniority, in accordance with the seniority rotation list. Once a new bus has been received under this paragraph, the driver must have that bus for five (5) years to be eligible to receive another bus, but no driver shall receive a new bus under this paragraph until the seniority rotation list has been exhausted. To be on the seniority list requires 5 years of employment as a bus driver. All buses being passed down due to this method, shall be offered to the driver who was eligible according to the rotation (This shall not affect the driver's eligibility on the rotation).
- C. When a driver vacates a position in the Transportation Department their bus will be offered by seniority to the existing drivers within the classification by seniority.



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- 22.16 All buses should be parked at the designated storage. The district shall determine the place of storage for all buses.
- 22.17 Rules and Regulations will be given each driver by the Board concerning the welfare and safety of all students (Bus Drivers Handbook). Violations of the Handbook may result in discipline, up to and including termination.
- 22.18 Rerouting/Elimination of Bus Routes

When it becomes necessary to reroute buses due to elimination of a bus position, and if their previous route has been changed, affected employees have the right to choose by seniority from the changed runs.

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**ARTICLE XXIII - WORKERS' COMPENSATION**

- 23.01 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- 23.02 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative. Forms are available in the Treasurer's Office and shall be provided upon request along with instructions on how to complete forms to the injured employee. The Treasurer shall then file the forms with the Ohio Bureau of Worker's Compensation in a proper and timely manner.
- 23.03 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Worker's Compensation, but cannot receive both sick leave and wage reimbursement under Worker's Compensation.

**ARTICLE XXIV-CALAMITY DAY PAY**

- 24.01 Insofar as possible, the Board shall not require employees to report to work on a day the school has been closed or the opening of school is delayed due to public calamity up to the allowable days as set by the Ohio Revised Code. Any days that school has been closed and lost time or must be made up as according to the ORC, shall not be terminatedcalamity days; therefore, employees are not entitled to calamity day pay on such days.
- 24.02 If delay in the school schedule is ordered for any reason that same delay schedule shall apply to the members of the bargaining unit.
- 24.03 This shall not limit employees from appearing at their regular scheduled time if they are able and/or so desire to appear at such time.
- 24.04 An employee, who due to the nature of his work, is required to report to work on a day the school has been closed or a delayed opening occurs, because of public calamity, shall be compensated at their regular rate of pay for all hours worked during such emergencies. Custodians, who work during a 2-hour delay for ice and/or snow removal, shall not be entitled to any premium pay for such calamity work.
- 24.05 For all 260-day employees, such employees would be required to report for work on calamity days. If unable to report to work at the schedule time 260-day employees must contact their Supervisor. Whenever the county officials announce that only emergency crews are to be on the roads then 260-day employees are not to report to work until they are notified by a Supervisor and paid calamity day pay for time missed within the limits of the ORC.

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**ARTICLE XXV - BENEFITS AND LEAVES OF ABSENCE**

**25.01 Unpaid Leave of Absence**

- A. Upon written request of a regular non-teaching school employee, the board of education may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the board (ORC 3319.13). Where appropriate, leave under this paragraph shall be considered as FMLA leave for purposes of the employee's annual FMLA entitlement.

The employee must notify the Superintendent in writing of his/her intent to return to work for the following year by April 10 of the preceding year. Failure to comply may result in the Board taking action to terminate.

- B. It is understood that no employee shall have a right to unpaid leave for sporadic or short term absences, whether or not based upon illness (unless otherwise qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.
- C. Upon the return of an employee from leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- D. If after the return of an employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement.
- E. Employees on authorized leaves of absence of two (2) years or less shall not be considered to have break in service; however, time spent on an unpaid leave shall not be counted in computing seniority.
- F. Employees on leave of absence shall have the option to pay for Board paid insurance while on leave. The employee shall forward to the Treasurer a check in the amount of the premium one (1) month prior to the payment date.

The check shall be made payable to the Treasurer, Beaver Local School District. Benefits may be continued as provided herein, for the period of 24 months.

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- G. The employee shall give notice of his/her intent to return to work prior to the expiration of the leave. Should the employee's position no longer exist, all reasonable effort will be made to return the employee to a position in his/her former classification and hours.
- H. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

25.15 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

- A. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible Employee is entitled to up to 12 weeks of FMLA leave in any 12-month period. An Employee is permitted to take this leave for the following reasons:
  - 1. The birth of a child, and to care for the newborn child within one (1) year of birth;
  - 2. The placement of a child with the Employee by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;
  - 3. The Employee is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and
  - 4. Employee's serious health condition prevents him/her from performing the functions of his/her job.
  - 5. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserve)
  - 6. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.

B. Definitions

- 1. Eligible Employee: A person who has been employed for at least twelve(12) months by the Board, and performed at least 1,250 hours of service for the Board over the 12-month period preceding the commencement of the leave.
- 2. Twelve Month Period: The 12-month period measured forward from the date an Employee's first FMLA leave begins. An Employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

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- C. Simultaneous with the Board granting an eligible employee FMLA leave (in accordance the Act's qualifications), the Board will utilize the employee's accrued sick leave.
- D. If the Employee has not accrued adequate paid leave to cover the entire 12-week period of FMLA leave taken under this provision, the remaining weeks of FMLA leave will be taken without compensation.
- E. An Employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.
- F. The Board of Education shall comply with and implement the terms and conditions of the Family & Medical Leave Act pursuant to adopted Board policy and the final implementing regulations of the FMLA.

25.02 Jury Duty

An employee shall be entitled to leave, without loss of pay, for any time the employee is required to perform jury duty. The Board shall pay the employee for work time missed for serving as a juror.

25.03 Military Leave

An employee shall be entitled to any military leave provided by federal and state law and shall retain all rights and privileges granted by federal and state law arising out of the exercise of military leave.

25.04 Personal Leave

- A. Each employee shall be entitled to three (3) days in total of paid leave annually for the purpose of conducting personal business.
- B. Applications for personal leave by the employees shall not exceed three (3) unit members daily. The number of personal leave days for new employees will be pro-rated according to the number of months worked.

Prior written application for personal leave shall be made at least three (3) days in advance of the day requested. The request must be signed by the Supervisor. This signature is to ensure the Supervisor's knowledge of the request for personal leave, and is not to be construed as the granting or denial of the request.

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- C. Unused personal leave days shall be added to the sick leave accumulation at the end of each year or can be paid out upon request to the Treasurer's office at the end of each contract year at a rate of \$100.00 per day.
- D. Deduct Days -An employee must submit a request with reasons in writing for deduct days at least two (2) weeks in advance to the Superintendent. The Superintendent or his designee may approve such request.
- E. Personal days may not be borrowed from future year's accumulation.

25.05 Sick Leave

- A. Each employee may, at his/her discretion, use sick leave for absence due to personal illness, injury, disability due to pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. For purposes of this Article, "immediate family" means the employee's: parents, parent-in-laws, children, siblings, grandchildren, grandparents, and spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- B. Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 ¼) days per month, to a maximum of fifteen (15) days per year, whether or not school is in session, and shall be able to accumulate to an unlimited number.
- C. Employees may take sick leave in quarter (1/4) day increments.
- D. Each newly hired (within the first two years of employment) employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave-within the district, to be charged against sick leave he/she subsequently earns.

Additionally, a five (5) day negative balance will be permitted for current employees only in the event that an employee has a balance of thirty (30) or more sick days before a sick leave absence.

When a bargaining unit member resigns before paying back sick leave advanced, the balance owed will be deducted from his/her last pay check. 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, except as otherwise provided within this Article.

- E. Any employee transferring to the Board from another public agency shall be credited with unused balance of his/her accumulated sick leave, upon written verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code and Board Policy.

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- F. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of more than four (4) days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work and will consent to a release for such purpose upon request by the Superintendent.
- G. Fraudulent use of sick leave and/or falsification of the grounds for the use of sick leave constitutes grounds for disciplinary action up to and including termination; reference R.C. 3319.141

H. SICK LEAVE BANK

A. The Beaver Local School District shall maintain a Sick Leave Bank Committee consisting of five (5) of the union appointed by the Union President along with the district Treasurer and Superintendent. This committee will approve the donation of up to twenty (20) days of sick leave to each eligible applicant, per school year. The maximum number of days an applicant may receive in a school year is twenty (20). Employees with less than ten (10) days of combined sick leave and personal leave shall not be eligible to participate in the bank.

B. To qualify for Sick Bank participation, an employee must have experienced a personal catastrophic event or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic event, and the employee must have exhausted his/her sick and personal leave(s). The bank cannot be used beyond the current under which a individual is employed or beyond the end of the school year in which the application is made.

C. Request for use of the "bank" will be considered on a case by case basis and must be made strictly through the union and shall not be made on an individual employee solicitation basis. A committee composed of five (5) union members appointed by the union president will make a determination based on the following criteria:

1. The employee must have experienced a personal catastrophic event or a member of the immediate Family (spouse child or parent).
2. The total use of the "bank" shall not exceed the current employee's contract or current school year.

Requirements:

In order for an employee to join the bank, an employee is required to donate two (2) days and have at least a balance of ten (10) days of leave prior to their donation (sick/personal) in order to join. In order to stay eligible for the bank, an employee must contribute one (1) day annually during the open enrollment period each August. If an employee skips a year of contribution to the bank, they are required to re-join the bank by the above mentioned rules above. The union president will provide the membership with a donation form provided by the Beaver Local School District Administrative Office.

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25.06 PROFESSIONAL LEAVE

- A. The Board agrees to permit all employees to request to attend professional meetings. If approved by their supervisor, employees may attend professional conferences and workshops, clinics, seminars, courses, and/or classes if held on a teacher in-service day, and to be paid for such. In order to be paid, employees must turn in written verification of attending such professional conference, clinics, seminars, classes, and/or workshop to the payroll department on the next scheduled work day. This day will be included in employees' 180 day contract, if they are not a full-time employee.
- B. The Board shall reimburse the bargaining unit member all necessary and related documented expenses associated with such approved leave, less taxes, alcohol and gratuities (gratuities that the restaurant includes in the bill may be reimbursed). The Board may reimburse for meals in accordance with Board Policy.

25.07 PERFECT ATTENDANCE INCENTIVE

A perfect attendance stipend of up to one thousand, \$250 a nine week grading period payable at the end of each nine week grading period, shall be paid to all unit members who have not used any sick leave. An additional bonus of \$200 shall be paid on the last pay of June for those who did not use any sick leave or leave for the entire year.

25.08 VACATIONS

A. ELIGIBILITY

- 1. All 11 and 12 month employees.
- 2. Employees with one (1) or more years of continuous service with Beaver Local Schools, State, County or Local Public Service employees shall be eligible according to Board Policy.

B. VACATION ENTITLEMENT AND SCHEDULE

- 1. 1 through 6 years - two (2) weeks (10 days)
- 2. 7 through 16 years - three (3) weeks (15 days)
- 3. 17 or more years - four (4) weeks (20 days)
- 4. Vacation is taken in the period of July 1 to June 30, subsequent to the period in which it was earned, or at other times as approved by the Superintendent.



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5. Employee's vacation schedule shall be arranged through the office of the superintendent or immediate supervisor, prior to the end of May, and at least ten (10) days prior to usage, on the form provided by the Board.
6. An employee who may be hospitalized, becomes ill, or may have a death in the family while on vacation, may request sick leave time in place of vacation time.
7. If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's vacation days. Five (5) work days constitutes a week's vacation.
8. In an office, building or department where more than one (1) employee is working, the employee with the most job classification seniority shall have the first choice of vacation scheduling. A Supervisor may deny a request for vacation as unduly disruptive to District operations if the capacity of the workforce is limited at the time of the request.
9. No more than ten (10) unused vacation days may be converted to cash upon written request to the Superintendent by the end of each contract year.
10. No more than ten (10) unused vacation days can be carried over to the next contract year.

C. Vacation Pay Upon Separation From Employment

1. Upon separation from employment, an employee who is in good standing and who is entitled to vacation days with pay shall be granted those days of vacation with pay on the employee's separation date, or the separation date shall be extended to include those days of vacation.
2. An employee may work through the day preceding his/her retirement date, and be paid for vacation entitlement thereafter.
3. In the case of the death of an employee, such accrued and unused vacation leave and pro-rated portion for the year shall be paid to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the fiduciary of the estate.

25.09 HOLIDAYS

A. All employees shall be granted the following paid holidays:

- I. 9 and 10 month employee :

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- a) Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.

2. 11 and 12 month employees:

- a) Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Presidents' Day, Memorial Day, Juneteenth, and Independence Day.

- b.) Half day holiday will be given for New Year's Eve and a whole day on Christmas Eve when the days fall on a workday.

- A. All employees will be paid at the rate of pay for the time that they were scheduled to work on the day the holiday falls.
- B. Regular employees employed less the nine (9) months, shall be entitled to those holidays enumerated above which fall during the employee's time of employment.
- C. If an employee is required to work on any of the above paid holidays, he/she shall be paid at rate of time and a half for all hours worked.

25.10 HEALTH BENEFITS/INSURANCES

A. Premium Contributions:

- 1. Premium contributions shall be as follows (hospitalization/prescription and dental):

Current eligible (who work 25 hours or more) bargaining unit members shall contribute 12% of the monthly premium with a deductible of 1600/3200.

- B. Prescription drug insurance shall be provided for all eligible employees and their eligible dependents. To obtain such benefits, the unit member must be enrolled in the Major Medical Programs.

C. Insurance - Sick Leave

The Board will continue to pay for group health insurance consistent with the FMLA, i.e., until the employee has exhausted his/her twelve (12) week FMLA entitlement.

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An employee on approved unpaid leave, such as education leave, parental leave or unpaid leave qualifying under R.C. 3319.13, shall have the option to purchase group insurance at the appropriate rate.

D. Term Life Insurance

The Board shall provide term life insurance for each employee who is contracted to work twenty-five (25) hours or more per week in the amount of \$50,000. Optional life insurance in the amounts of: Twenty-five Thousand Dollars (\$25,000.00), Fifty Thousand Dollars (\$50,000), or One Hundred Thousand Dollars (\$100,000) per employee is offered as a payroll deduction.

E. Enrollment

Employees shall have the right to enroll during annual open enrollment in August in accordance with the group health plan with coverage becoming effective the first day of September or upon a qualifying event with the coverage becoming effective as the date of the qualifying event.

F. Insurance Plans

Insurance plans shall provide the benefits that are contained in the negotiated benefit package. A summary of benefits and coverage shall be provided to each unit member.

G. Health and Welfare Fund

1. The Board shall continue to contribute to the Ohio Council No. 8 AFSCME Health and Welfare Fund Seven dollars and twenty-five cents (\$7.25) per month for each employee in the bargaining unit, except prescription drug for those enrolled in the major medical plan.
2. This premium shall be used to purchase vision care and hearing aid benefits.

H. Insurance Waiver

Any employee eligible for group health insurance who is currently covered by his/her spouse's family hospitalization and dental coverage may waive his/her group health insurance coverage in writing and receive two thousand five hundred dollars (\$2,500.00). The payment shall be a lump sum of six hundred twenty-five dollars (\$625.00) on the pay date at the end of each quarter. The waiver must clearly explain the procedure for re-enrollment (i.e., annual enrollment or qualifying event). The waiver

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shall occur at the time of annual enrollment or upon initial hire with the Board of Education. Employees, whose spouses are employed by the Beaver Local Board of Education, are not eligible to participate in this waiver.

I. 125 Plan

The "125 Plan" provides group health insurance premiums to be deducted pre-tax.

J. Insurance Committee

A committee of three (3) OAPSE members, three (3) Administrators and/or Board members, and the district insurance consultant may meet to review any problems and/or concerns concerning the group health plan.

L. Delinquent Premiums

If an eligible employee cannot pay for their share of health premiums, the Board shall terminate the health care coverage for that employee at the first of the month in which the delinquency.

25.11 SEVERANCE PAY

A. Upon retirement, employees shall be entitled to receive payment for unused accrued sick leave according to the following stipulations:

1. The amount to be paid retiring classified personnel shall be determined by multiplying the number of days of accumulated unused sick leave by the daily rate of pay up to a maximum of one hundred (100) days accumulated unused sick leave. The formula following is one fourth (1/4) of the total days of accumulated and unused sick leave not to exceed 100 days.
2. The daily rate of pay shall be the employee's annual salary rate at the time of retirement, divided by the number of days in a contractual year.
3. Severance will be paid upon proof of retirement (examples are, but not limited to: a copy of SERS health card or a copy of retirement check stub).
4. As part of an employee terminating or retiring from the district, the employee also receives full payment for any unused vacation days.

25.12 ASSAULT LEAVE

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An employee who must be absent due to a physical disability resulting from an assault on such employee which occurs in a course of board employment, on school grounds, district transportation vehicles, during school hours or required work hours, shall be eligible for assault leave. Full pay status (days not charged to leave) under assault leave can be granted up to a maximum of twenty (20) days beginning with the first day of said leave. At the end of the twenty (20) days the employee may use sick leave or receive workers compensation (if eligible) for the period of the physical disability. If sick leave becomes exhausted the employee may apply for further sick leave.

In order for Assault Leave to be granted, the employee shall agree to cooperate with the investigation and provide a written report of the incident upon request from the board. In addition, the employee must agree to file criminal charges against the assailant. Exceptions to the requirement may be granted by the superintendent under special circumstances, such as where the assailant is a student with an identified disability.

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**ARTICLE XXVI - SALARY PROVISIONS**

26.01 The yearly salary for all bargaining unit members shall be divided into twenty-six (26) equal payments and paid in accordance with the salary schedule.

A. Bargaining unit members shall be paid every other Friday, unless a holiday or school vacation occurs at which time payment will be made the preceding Thursday.

All employees shall be required to utilize direct deposit and direct deposit stubs will be available through the District's human resource web page. If employees do not have internet at home they will have the option of using a district computer to print information from the HR Kiosk site.

B. Bargaining unit members shall receive their pays through direct deposit.

26.02 The Board shall shelter the employees SERS payments as provided by law.

26.03 Wage increase

For all bargaining unit members:

New salary schedule effective July 1, 2024 and 500.00 signing bonus paid the 1<sup>st</sup> pay in September of 2024.

\$0.30 per hour wage increase effective July 1, 2025

\$0.30 per hour wage increase effective July 1, 2026

26.04 Travel Allowance:

All employees required to use their personal vehicle for Board business, as approved by the Superintendent, will be paid at the approved IRS rate on the date of travel.

26.06 Secretarial Compensation and Stipend:

There shall be one rate for all secretarial staff. For additional duties such as collecting of fees, principal fund receipts, student activities receipts, and athletic event receipts, secretaries shall receive a \$275.00 stipend. It is expected that all secretaries are doing the collecting of and entering the data into the computer in order to receive this stipend.

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26.07 Equal Benefits

In the event the other bargaining unit receives a percentage increase in their base salary schedule, a change in health insurance plan, a change in travel allowance, and perfect attendance incentive that is different than what is negotiated in this Agreement, the Board agrees to implement the above mentioned changes effective the July 1<sup>st</sup> of the year the changes are to be implemented by the other bargaining unit's contract year.

26.08 The board agrees to pay for all BCI and FBI checks for bargaining unit members completed through school sponsored background check opportunities.

**XXVII CONFLICT WITH LAW AND SEPARABILITY**

27.01 The parties intend this Agreement to supersede and replace any state and local laws and regulations on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provisions shall be unenforceable, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

27.02 In the case of such invalidation, at the request of either party, the parties shall meet within fifteen (15) days to attempt to negotiate a replacement clause.

**ARTICLE XXVIII - ENTIRE AGREEMENT**

28.01 The Board and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulations from the area of collective bargaining. The Board and Association further acknowledge that the understanding and agreements arrived at as a result of such negotiations are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Board and Association.

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**ARTICLE XXIX - DISTRIBUTION OF AGREEMENT**

- 29.01 Within thirty (30) days after the execution of this Agreement the Board shall post a copy of the Agreement on the District's website that is accessible to all bargaining unit members.
- 29.02 By request copies will be available if needed by the Chapter President during the duration of this contract.

**ARTICLE XXX - USE OF TOBACCO PRODUCTS**

- 30.01 There shall be no use of tobacco products in any indoor facility/vehicle owned, leased, or operated by the Board and all other areas and/or school zones in accordance with state law.

**ARTICLE XXXI - DURATION**

- 31.01 This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2027.



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Classified Effective July 1, 2024										
	HS Socy	Aldo	Asst Maint	Custodian - Hoad	Custodian	Mechanic	Bus Driver	Cook - Hoad	Cook - Rog	Cook- Hourly
Step	HS	A	AM	HJ	C	M	D	HD	RC	HC
0	\$17.75	\$16.85	\$17.94	\$17.44	\$17.04	\$19.40	\$19.00	\$17.75	\$16.85	\$16.61
1	\$18.02	\$17.12	\$18.21	\$17.71	\$17.31	\$19.67	\$19.27	\$18.02	\$17.12	\$16.88
2	\$18.29	\$17.39	\$18.48	\$17.98	\$17.58	\$19.94	\$19.54	\$18.29	\$17.39	\$17.15
3	\$18.56	\$17.66	\$18.75	\$18.25	\$17.85	\$20.21	\$19.81	\$18.56	\$17.66	\$17.42
4	\$18.83	\$17.93	\$19.02	\$18.52	\$18.12	\$20.48	\$20.08	\$18.83	\$17.93	\$17.69
5	\$19.10	\$18.20	\$19.29	\$18.79	\$18.39	\$20.75	\$20.35	\$19.10	\$18.20	\$17.96
6	\$19.37	\$18.47	\$19.56	\$19.06	\$18.66	\$21.02	\$20.62	\$19.37	\$18.47	\$18.23
7	\$19.64	\$18.74	\$19.83	\$19.33	\$18.93	\$21.29	\$20.89	\$19.64	\$18.74	\$18.50
8	\$19.91	\$19.01	\$20.10	\$19.60	\$19.20	\$21.56	\$21.16	\$19.91	\$19.01	\$18.77
9	\$20.18	\$19.28	\$20.37	\$19.87	\$19.47	\$21.83	\$21.43	\$20.18	\$19.28	\$19.04
10	\$20.45	\$19.55	\$20.64	\$20.14	\$19.74	\$22.10	\$21.70	\$20.45	\$19.55	\$19.31
11	\$20.72	\$19.82	\$20.91	\$20.41	\$20.01	\$22.37	\$21.97	\$20.72	\$19.82	\$19.58
12	\$20.99	\$20.09	\$21.18	\$20.68	\$20.28	\$22.64	\$22.24	\$20.99	\$20.09	\$19.85
13	\$21.26	\$20.36	\$21.45	\$20.95	\$20.55	\$22.91	\$22.51	\$21.26	\$20.36	\$20.12
14	\$21.53	\$20.63	\$21.72	\$21.22	\$20.82	\$23.18	\$22.78	\$21.53	\$20.63	\$20.39
15	\$21.80	\$20.90	\$21.99	\$21.49	\$21.09	\$23.45	\$23.05	\$21.80	\$20.90	\$20.66
16	\$22.07	\$21.17	\$22.26	\$21.76	\$21.36	\$23.72	\$23.32	\$22.07	\$21.17	\$20.93
17	\$22.34	\$21.44	\$22.53	\$22.03	\$21.63	\$23.99	\$23.59	\$22.34	\$21.44	\$21.20
18	\$22.61	\$21.71	\$22.80	\$22.30	\$21.90	\$24.26	\$23.86	\$22.61	\$21.71	\$21.47
19	\$22.88	\$21.98	\$23.07	\$22.57	\$22.17	\$24.53	\$24.13	\$22.88	\$21.98	\$21.74
20	\$23.15	\$22.25	\$23.34	\$22.84	\$22.44	\$24.80	\$24.40	\$23.15	\$22.25	\$22.01

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JULY 1 TO JUNE, 30 2027

Classified		Effective July 1, 2026								
	HS Socy	Aide	Asst Maint	Custodian - Head	Custodian	Mechanic	Bus Driver	Cook - Head	Cook - Reg	Cook - Hourly
Step	HS	A	AM	HJ	C	M	D	HD	RC	HC
0	\$18.06	\$17.15	\$18.24	\$17.74	\$17.34	\$19.70	\$19.30	\$18.05	\$17.15	\$16.91
1	\$18.32	\$17.42	\$18.51	\$18.01	\$17.81	\$19.97	\$19.57	\$18.32	\$17.42	\$17.18
2	\$18.59	\$17.69	\$18.78	\$18.28	\$17.88	\$20.24	\$19.84	\$18.59	\$17.69	\$17.45
3	\$18.86	\$17.96	\$19.05	\$18.56	\$18.15	\$20.51	\$20.11	\$18.86	\$17.96	\$17.72
4	\$19.13	\$18.23	\$19.32	\$18.82	\$18.42	\$20.78	\$20.38	\$19.13	\$18.23	\$17.99
5	\$19.40	\$18.50	\$19.59	\$19.09	\$18.69	\$21.05	\$20.65	\$19.40	\$18.50	\$18.26
6	\$19.67	\$18.77	\$19.86	\$19.36	\$18.96	\$21.32	\$20.92	\$19.67	\$18.77	\$18.53
7	\$19.94	\$19.04	\$20.13	\$19.63	\$19.23	\$21.59	\$21.19	\$19.94	\$19.04	\$18.80
8	\$20.21	\$19.31	\$20.40	\$19.90	\$19.50	\$21.86	\$21.46	\$20.21	\$19.31	\$19.07
9	\$20.48	\$19.58	\$20.67	\$20.17	\$19.77	\$22.13	\$21.73	\$20.48	\$19.58	\$19.34
10	\$20.75	\$19.85	\$20.94	\$20.44	\$20.04	\$22.40	\$22.00	\$20.75	\$19.85	\$19.61
11	\$21.02	\$20.12	\$21.21	\$20.71	\$20.31	\$22.67	\$22.27	\$21.02	\$20.12	\$19.88
12	\$21.29	\$20.39	\$21.48	\$20.98	\$20.58	\$22.94	\$22.54	\$21.29	\$20.39	\$20.15
13	\$21.56	\$20.66	\$21.75	\$21.25	\$20.85	\$23.21	\$22.81	\$21.56	\$20.66	\$20.42
14	\$21.83	\$20.93	\$22.02	\$21.52	\$21.12	\$23.48	\$23.08	\$21.83	\$20.93	\$20.69
15	\$22.10	\$21.20	\$22.29	\$21.79	\$21.39	\$23.75	\$23.35	\$22.10	\$21.20	\$20.96
16	\$22.37	\$21.47	\$22.56	\$22.06	\$21.66	\$24.02	\$23.62	\$22.37	\$21.47	\$21.23
17	\$22.64	\$21.74	\$22.83	\$22.33	\$21.93	\$24.29	\$23.89	\$22.64	\$21.74	\$21.50
18	\$22.91	\$22.01	\$23.10	\$22.60	\$22.20	\$24.56	\$24.16	\$22.91	\$22.01	\$21.77
19	\$23.18	\$22.28	\$23.37	\$22.87	\$22.47	\$24.83	\$24.43	\$23.18	\$22.28	\$22.04
20	\$23.45	\$22.55	\$23.84	\$23.14	\$22.74	\$25.10	\$24.70	\$23.45	\$22.55	\$22.31

AGREEMENT WITH ●APSE CHAPTER #564 AND THE BEAVER LOCAL BOARD ●OF EDUCATION●  
JULY 1 TO JUNE, 30 2027

Classified		Effective July 1 , 2026								
	HS Secy	Aide	Asst Maint	Custodian - Head	Custodian	Mechanic	Bus Driver	Cook - Head	Cook - Reg	Cook - Hourly
Step	HS	A	AM	HJ	C	M	D	HD	RC	HC
0	\$18.35	\$17.45	\$18.54	\$18.04	\$17.64	\$20.00	\$19.60	\$18.35	\$17.45	\$17.21
1	\$18.62	\$17.72	\$18.81	\$18.31	\$17.91	\$20.27	\$19.87	\$18.62	\$17.72	\$17.48
2	\$18.89	\$17.99	\$19.08	\$18.58	\$18.18	\$20.54	\$20.14	\$18.89	\$17.99	\$17.75
3	\$19.16	\$18.26	\$19.35	\$18.85	\$18.45	\$20.81	\$20.41	\$19.16	\$18.26	\$18.02
4	\$19.43	\$18.53	\$19.62	\$19.12	\$18.72	\$21.08	\$20.68	\$19.43	\$18.53	\$18.29
5	\$19.70	\$18.80	\$19.89	\$19.39	\$18.99	\$21.35	\$20.95	\$19.70	\$18.80	\$18.56
6	\$19.97	\$19.07	\$20.16	\$19.66	\$19.26	\$21.62	\$21.22	\$19.97	\$19.07	\$18.83
7	\$20.24	\$19.34	\$20.43	\$19.93	\$19.53	\$21.89	\$21.49	\$20.24	\$19.34	\$19.10
8	\$20.51	\$19.61	\$20.70	\$20.20	\$19.80	\$22.16	\$21.76	\$20.51	\$19.61	\$19.37
9	\$20.78	\$19.88	\$20.97	\$20.47	\$20.07	\$22.43	\$22.03	\$20.78	\$19.88	\$19.64
10	\$21.05	\$20.15	\$21.24	\$20.74	\$20.34	\$22.70	\$22.30	\$21.05	\$20.15	\$19.91
11	\$21.32	\$20.42	\$21.51	\$21.01	\$20.61	\$22.97	\$22.57	\$21.32	\$20.42	\$20.18
12	\$21.59	\$20.69	\$21.78	\$21.28	\$20.88	\$23.24	\$22.84	\$21.59	\$20.69	\$20.45
13	\$21.86	\$20.96	\$22.05	\$21.55	\$21.15	\$23.51	\$23.11	\$21.86	\$20.96	\$20.72
14	\$22.13	\$21.23	\$22.32	\$21.82	\$21.42	\$23.78	\$23.38	\$22.13	\$21.23	\$20.99
15	\$22.40	\$21.50	\$22.59	\$22.09	\$21.69	\$24.05	\$23.65	\$22.40	\$21.50	\$21.26
16	\$22.67	\$21.77	\$22.86	\$22.36	\$21.96	\$24.32	\$23.92	\$22.67	\$21.77	\$21.53
17	\$22.94	\$22.04	\$23.13	\$22.63	\$22.23	\$24.59	\$24.19	\$22.94	\$22.04	\$21.80
18	\$23.21	\$22.31	\$23.40	\$22.90	\$22.50	\$24.86	\$24.46	\$23.21	\$22.31	\$22.07
19	\$23.48	\$22.58	\$23.67	\$23.17	\$22.77	\$25.13	\$24.73	\$23.48	\$22.58	\$22.34
20	\$23.75	\$22.85	\$23.94	\$23.44	\$23.04	\$25.40	\$25.00	\$23.75	\$22.85	\$22.61

AGREEMENT WITH OAPSE CHAPTER #564 AND THE BEAVER LOCAL BOARD OF EDUCATION  
JULY 1 TO JUNE, 30 2027

**ARTICLE XXXII - AGREEMENT/Signature Page**

THIS AGREEMENT made and entered into this **10th** day of June, 2024, by and between the Beaver Local School District Board of Education referred to throughout this Agreement as the "Board" and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSME/AFL-CIO, and its Chapter #564, referred to throughout this Agreement as the "Union," or Association for and on behalf of the employees in the bargaining unit set forth in Articles I & II of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written. (Effective July 1, 2024, through June 30, 2027.)

BOARD OF EDUCATION

By [Signature]  
President

By [Signature]  
Superintendent

By [Signature]  
Treasurer

By [Signature]  
Bd. Rep.

By [Signature]  
Bd. Rep.

By \_\_\_\_\_  
Bd. Rep.

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME/  
AFL-CIO

By [Signature]  
Chapter, OAPSE

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

Tue, 02/04/2025 02:50:41 PM SERB

AGREEMENT WITH OAPSE CHAPTER #564 AND THE BEAVER LOCAL BOARD OF EDUCATION  
JULY 1 TO JUNE, 30 2027

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AGREEMENT WITH ●APSE CHAPTER #564 AND THE BEAVER L●CAL B●ARD ●F EDUCATION  
JULY 1 T● JUNE, 30 2027

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AGREEMENT WITH ●APSE CHAPTER #564 AND THE BEAVER L●CAL B●ARD ●F EDUCATION  
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JULY 1 T● JUNE, 30 2027



Tue, 02/04/2025 02:50:41 PM SERB

AGREEMENT WITH ●APSE CHAPTER #564 AND THE BEAVER L●CAL B●ARD ●F EDUCATION●  
JULY 1 T● JUNE, 30 2027