

# **CONTRACT**

between

**Ohio Association of  
Public School  
Employees Locals  
213, 473, 656**

and the

**Berea Board of Education**

**July 1, 2025 - June 30, 2028**

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## ARTICLE 1 – RECOGNITION

- 1.01** The Board of Education of the Berea City School District recognizes the Ohio Association of Public School Employees, Local 213, 473, and 656 as the sole and exclusive bargaining agent for the non- teaching classified employees of the Board of Education subject to the provisions set forth in this article.
- 1.02** Casual, seasonal, probationary and temporary employees, professional employees, confidential, administrative and management-level employees, students, guards, and supervisors as defined in Ohio Revised Code Chapter 4117 are excluded from the bargaining unit for which the Association is recognized.
- 1.03** The employment positions in the bargaining unit for which the Association is recognized are as follows:
- |   |  |
|---|--|
| Admin Asst to the Assist. Superintendent    | Head Skilled                             |
| Administrative Assistant                    | Head Skilled Bus Mechanic                |
| Assistant Bookkeeper                        | Instructional Assistant                  |
| Assistant Head Custodian                    | Intervention Associate                   |
| Assistant Head Skilled                      | Maintenance #2                           |
| Bookkeeper                                  | Maintenance #1                           |
| Bus Driver                                  | Nutrition Service Asst Manager Elemen.   |
| Bus Mechanic                                | Nutrition Service Asst Manager Secondary |
| Bus Mechanic Helper                         | Nutrition Service Hourly                 |
| Communications Specialist                   | Nutrition Services Manager Elementary    |
| Community Services Office Assistant         | Nutrition Services Manager Secondary     |
| Custodian #2                                | Office Assistant                         |
| Custodian #1                                | Student Monitor                          |
| Early Childhood Education Assistant & ECE 2 | Technology Assistant                     |
| Head Custodian Elementary/BOE               | Technology Specialist                    |
| Head Custodian High School                  | Transportation Assistant                 |
| Head Custodian Middle School                | Transportation Dispatcher                |
|   | Transportation Routing Coordinator       |
- 1.04** These positions and responsibilities shall remain as part of the bargaining unit unless negotiated out of the unit by agreement of the parties or by following procedures, which are in accordance with Ohio Revised Code Chapter 4117.
- 1.05** The following shall be excluded from the bargaining unit:
- |  |                                       |
|--|---------------------------------------|
| Treasurer                              | Coordinator of Purchasing             |
| Assistant Treasurer                    | Director of Information Technology    |
| Payroll Coordinator                    | EMIS Coordinator                      |
| Director of Business Services          | Data Processing Analyst               |
| Supervisor of Building & Grounds       | Network Manager                       |
| Director of School-Community Relations | Energy Education Specialist           |
| Supervisor of Nutrition Service        | Admin Assistant to the Superintendent |
| Supervisor of Transportation           | Personnel Assistants                  |
| Fiscal Support Liaison                 |                                       |
- 1.06** Also excluded shall be all future positions as may be established or changed to cover the job responsibilities of the administrative/supervisory positions listed above.

## **ARTICLE 2 – COMPLETE AGREEMENT**

- 2.01** This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provision of the agreement shall be considered part of the established policies of the Board.
- 2.02** During the term of this agreement, the Union waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of the school district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though such subject matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met and negotiated and executed this agreement, and even though such subjects or matter were proposed and later withdrawn.
- 2.03** Our district faces many challenges every year. During the term of this contract, if it is determined and necessary, and/or appropriate to study item(s) within this contract, OAPSE officers and the Administration will utilize the problem-solving process to address it.
- 2.04** A solution recommended to resolve an issue must be ratified by the Board and the OAPSE Presidents before becoming a written and signed addendum to the collective bargaining contract.
- 2.05** The provisions of this contract shall be binding on the Board and the Union and shall constitute the full and complete commitment of both parties. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed addendum to this agreement.
- 2.06** In the event a successor agreement is not adopted prior to the termination of this contract, it shall remain in full force and effect until such time as a successor agreement is adopted.

## **ARTICLE 3 – DURATION AND DEFINITIONS**

- 3.01** This agreement shall become effective July 1, 2025, and shall continue in effect until and including June 30, 2028. This contract will replace the OAPSE contract in effect from July 1, 2022, through June 30, 2025.
- 3.02** Throughout the contract the following terms are defined as follows:
- Fiscal year is defined as July 1<sup>st</sup> through and including June 30<sup>th</sup>
  - School year is defined as Students' first day of school through and including the students' last day of school
  - Calendar year is defined as January 1<sup>st</sup> through and including December 31<sup>st</sup>
  - Student scheduled days are defined as: days students are scheduled to be in attendance
  - Base Pay is defined as the beginning wage of each classification on the wage grid

## **ARTICLE 4 – BOARD OF EDUCATION RIGHTS**

- 4.01** The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Ohio, including but without limiting the generality of the foregoing all of the rights identified in Ohio Revised Code 4117.08. These include:
- Determine matters of inherent managerial policies, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure

- Direct, supervise, evaluate, or hire employees
- Maintain and improve the efficiency and effectiveness of governmental operations
- Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted
- Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
- Determine the adequacy of the workforce
- Determine the overall mission of the employer as a unit of government
- Effectively manage the workforce
- Take actions to carry out the mission of the public employer as a governmental unit

**4.02** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoptions of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

## **ARTICLE 5 – ASSOCIATION AND EMPLOYEE RIGHTS**

### **5.01 Bargaining Agent**

The Board of Education shall accord the following privileges to OAPSE as the sole and exclusive bargaining agent. These privileges shall not be provided to any other agent who has as its purpose the representation of the classified employees in collective bargaining until such time as a valid and lawful challenge to the certification status of OAPSE is recognized by SERB.

### **5.02 Dues**

- A. Upon written authorization by a classified employee, the Board of Education shall withhold deduction from pay for OAPSE Locals 213, 473, 656 monthly for nine (9) consecutive months starting in October of each year. This authorization shall remain in effect until revoked in accordance with the OAPSE membership application signed by the employee. Dues deduction authorization may not be revoked at any other time or in any other manner except as provided in the OAPSE membership application. OAPSE will notify the school district treasurer when the dues deduction authorization is properly withdrawn by the employee. The Union agrees that it will indemnify and hold the Board harmless from any claims, actions and demands by any employees or organization arising from the deduction of union dues made by the Board pursuant to this Article and to defend the Board in any such claims, actions, and demands through attorneys selected by the Union. The Board agrees to accept attorneys selected by the Union for the defense of claims, actions, and demands by any employee or organization arising under this Article.
- B. Except as provided below, the annual dues rate is based on the employee’s annual income as reflected on their W-2 form for the previous calendar year and any deferred or tax-sheltered income.
- C. New hires and employees with W-2s that do not cover a full calendar year, and employees who due to a change in classification that results in a prescribed number of hours, will have their projected income calculated by taking their first month’s gross wage and multiplying it by 10. This annualized salary will be used to determine their annual dues.

### **5.03 Reporting**

- A. All OAPSE dues deductions, together with an alphabetical listing of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the OAPSE Local Treasurer no later than the tenth day following the end of the pay period in which the deduction was made.

- B. The Ohio Association of Public School Employees and Locals 213, 473, and 656 agree to assume full and complete responsibility for the accuracy of the authorization and for any and all claims which may arise out of or by the Board's action in carrying out the provisions of this section. The Personnel Department shall provide a copy of the current contract to all new employees.
- C. The Board of Education agrees to provide by October 30 of each year, a list of all classified employees on the payroll effective July 1, their hourly/annual rates, number of workdays, and number of hours to be worked each day. This report shall be sent to each Local President.

**5.04 Delegate Conference**

No more than twenty-one (21) days shall be allocated to the three (3) OAPSE Locals so that its authorized delegates may attend the OAPSE Annual Delegate Conference with no loss of pay. Authorization for use of leave under this section must be approved by the Director of Personnel and Employee Relations no later than twenty (20) days prior to the start of the conference and shall carry signature approval of all Local Presidents. If OAPSE authorizes additional delegate(s) to the annual conference, this delegate(s) may attend with no loss in pay.

**5.05 Leadership Meetings**

No more than three (3) days shall be allocated to the three (3) OAPSE Locals so that its authorized delegates may attend the OAPSE Leadership events with no loss of pay. Authorization for use of leave under this section must be approved by the Director of Personnel and Employee Relations no later than twenty (20) days prior to the start of the conference and shall carry signature approval of all Local Presidents.

**5.06 President's Release Time**

Each OAPSE President/designee will receive a release time of an hour per week of scheduled work time for each 1-60 persons represented to conduct OAPSE business. The scheduled working time shall be taken in consultation with the Building/Department Administrator and the OAPSE President. If release time cannot be scheduled, an equivalent compensation will be paid. The release time will be separate and in addition to contracted time for OAPSE negotiations, release time for grievance matters, and OAPSE Delegate Conference. The appropriate OAPSE Chapter President/designee will be given released time to attend the funeral service of a member.

**5.07 Grievance Representative Release Time**

OAPSE Grievance Representatives will have released time without loss of pay for participating in grievance and a disciplinary hearing held during normal working hours.

**5.08 Release of Time**

Release time of up to thirty (30) minutes shall be granted to a Union Officer (or designee) to meet with each newly hired employee in their Local to acquaint the new employee(s) with the Union. The meeting shall take place within fifteen (15) workdays of the hire date.

**5.09 Communication**

- A. OAPSE staff members shall be permitted to confer with classified employees of the Bargaining Unit during the workday provided that such conferences occur during the employee's break period and provided the OAPSE staff members report to the school office upon entering the building.
- B. The Board will make bulletin boards, mailboxes, e-mail, voice mail, and school mail systems available for the posting and transmission of normal OAPSE information. This information shall not include political endorsements or competitive representation election materials.
- C. The Ohio Association of Public School Employees (OAPSE) through its officers and Building Representatives may use the computers, e-mail, Internet access, and other hardware and software owned by the Board of Education for organizational purposes except for exclusions listed in the Board of Education policies and procedures.

D. OAPSE shall have the right to use Board owned facilities, equipment, and buildings without charge providing the Board does not incur any cost.

**5.10 Seniority List**

In October and January of each year, a seniority list by job classification will be provided to each Local President by the Personnel Department.

**5.11 Board Agenda**

The Board will supply a copy of the agenda, addenda/additional items, and minutes of the Board of Education meetings to each Local President.

**5.12 ARTICLE 5.12 BECOMES A LEGACY DOCUMENT**

**5.13 Non-Discrimination Clause**

Equal opportunity and treatment shall be accorded to all employees by the Berea Board of Education in retaining, transferring, and promoting regardless of age, handicap, marital status, citizenship status, creed, national origin, color, race, religion, gender, sexual orientation, union membership, and/or union activities. The Board agrees that no reprisals shall be taken against an employee for Union activities.

**5.14 Payroll Deductions**

By employee request, deductions will be made for OAPSE dues, P.E.O.P.L.E., Berea School Employees Credit Union, U.S. Savings Bond, United Way, Community Shares, Ohio Tuition Trust Authority, tax- sheltered annuities, Committee for Good Schools, The Education Foundation of BCSD, and other items mutually agreed upon by OAPSE and Locals 213, 473, and 656 and the Board.

**5.15 Paychecks**

- A. Paychecks shall be issued on the 16<sup>th</sup> and the last day of the month. All classified employees will be required to receive their pay through direct deposit to the bank of their choice. When a payday falls on a Saturday or Sunday, the paycheck will be issued on the preceding Friday. When a payday falls during a holiday period, the paycheck will be issued on the last working day preceding the holiday period with the exception of Christmas, New Years, and Easter holidays. A written request for an exception due to extenuating circumstances may be made to the District Treasurer.
- B. An overpayment or underpayment of wages will be corrected in a timely manner. An underpayment or overpayment, including pay and/or HRA reimbursement expenses which have developed over a period of time and involve three hundred (300.00) dollars or more will be rectified on a payment schedule worked out between the classified employee and the Treasurer's Office. In any such case, the resolution will not extend beyond the end of the fiscal year (June 30). Prior to any monies being deducted from an employee's paycheck, the employee will be notified in writing.
- C. Employees are expected to report any concern they have about the accuracy of their paycheck to the Treasurer's Office as soon as possible.
- D. 1. The Board shall offer (stretch Pay) 24 equal payments to 9-month employees on a voluntary basis.  
2. The pay dates for each school year will be determined by the administration and provided to the employees in May of the preceding year.  
3. The 9-month employees are defined as follows: Bus Driver, Early Childhood Education Assistant, Early Childhood Assistant (2), Instructional Assistant, Intervention Associate, Nutrition Services Assistant Manager Elementary, Nutrition Services Assistant Manager Secondary, Nutrition Services Hourly, Office Assistant, and Student Monitor.

4. The 9-month employee will have the option to choose this method of payment by informing the Treasurer's Office, in writing, by June 1 of the preceding school year.
5. This notice is irrevocable and cannot be changed or reversed for each school year.
6. If an employee elects 24 equal payments for a school year, and decides not to continue this option during the following school year, the employee must provide a written notice to the Treasurer's Office by June 1, of each year.
7. Any new 9-month employee hired after June 1, through December 1, will have this option.
8. Any new 9-month employee hired after December 1, will not have this option and will be paid on an hourly basis.

**5.16** All school building employees will be provided a secure place for personal belongings.

**5.17** All classified employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given an assignment that jeopardizes his/her health and safety.

**5.18** When the personal property (clothing, eyeglasses, watch, etc.) of a classified employee who is carrying out his/her assigned responsibilities is damaged by a student, the Board shall compensate the employee for the reasonable cost of the repair or replacement of the damaged item(s) not paid for by the student's parent/guardian or by some form of insurance.

**5.19** **Computer Usage and On-Line Services**

All classified employees shall have the right to use the computers, e-mail, Internet access, hardware, and software owned by the Board of Education for professional and instructional enhancement, except where Board policies and procedures are violated.

The following areas of usage are excluded from employee use:

1. Damaging or altering the operation of the district's computer network services, or interfering with any other registered user's ability to access and use district computers, networks, and online services.
2. Accessing, creating, printing, or distributing communication, materials, information, data, or images reasonably regarded as threatening, abusive, harassing, discriminatory, obscene, or in violation or inconsistent with any other Board policy.
3. Infringing on the rights or liberties of others, using profanity or harassing language as a method to offend or insult others.
4. Illegal or criminal use of any kind.
5. Causing or permitting materials protected by copyright, trademark, service mark, trade name, trade secret, confidentiality or proprietary data, or communications of another, to be uploaded to a computer or information system, published, broadcast, or in any way disseminated without authorization from the owner.
6. Installing or maintaining any hardware or executable software not owned or licensed by the Berea Board of Education or the employee.
7. Installing workstation software or modifying network configurations, servers, or electronics without consultation and assistance from a network administrator.
8. Conducting commercial, profit-motivated, or partisan political activities not related to Board programs.
9. Attempting to read, delete, copy, modify, or forge information contained in the files of other users.
10. Promoting the use of drugs, alcohol, tobacco, or unethical practices that violate the law or Board policy.

11. Accessing, viewing, printing, storing, transmitting, disseminating, or selling any information protected by law or subject to privilege or an expectation of privacy.
12. Granting access to district computers, networks, and online services to individuals not authorized by the Board, either by intentional conduct such as disclosing passwords or by unintentional conduct such as failing to log off.
13. Depleting consumable resources, such as ink, toner, paper, and other supplies through any activity not related to Board supported programs.

**5.20 District Senate**

The District Senate consists of representatives of OAPSE (Ohio Association of Public School Employees), the BFT (Berea Federation of Teachers), BASA (Berea Association of School Administrators), and the Central Office Administration. It provides a forum for the representative groups to share thoughts, ideas, concerns, and questions and serves as a channel for soliciting information and feedback from buildings and sites prior to recommendations.

1. Purpose: The District Senate will:
  - Serve as a filtering agent for system-wide plans, programs, and reports
  - Identify the impact of building-based decisions on system-wide progress
  - Recommend system-wide plans, programs, and reports to be developed
  - Review and recommend district policies
  - Be a sounding board for district concerns
  - Assess district climate
  - Review, discuss and recommend a proposed calendar for the Superintendent to take to the Board

The Senate will not review courses of study. It will not approve or disapprove reports, plans, programs, but will recommend items that need to be considered by the committee generating the report.

**ARTICLE 6 – BUILDING COMMITTEE**

**6.01 School Building Committee**

**Purpose**

A Building Committee shall be established yearly in each school. This Building Committee will be a vehicle to promote and encourage staff involvement and decision-making in each building. It shall meet at least every other week during the school year (including August) to discuss, problem-solve, and make decisions on matters as prescribed in the contract concerning school operations. All issues brought to the Building Committee will be subject to the problem-solving process. No committee shall be established to supersede or parallel the Building Committee.

The Building Committee will not contravene the existing administrative structure(s) or functions. The Building Committee will not deal with issues listed in the job description of the Department of Chairpersons. Team Leaders, Subject Coordinators. Elementary Grade Level Chairpersons, and the Snow School Teacher Coordinator.

The Building Committee will establish a schedule of pod meetings throughout the school year to share information, collect data, and discuss issues. Additional meetings may be scheduled as needed. When issues of concern regarding the operation/functions of a Building Committee (because of membership, interpersonal relationships, etc.) arise and are brought to the attention of the Personnel Director and the Presidents of the Locals, they will develop a plan of action addressing the issues.

**Building Representative**

Each individual OAPSE Building Representative will be appointed by the elected Local President for a minimum of two (2) school year terms.

## Membership

Each Building Committee will include the BFT Building Representative, other BFT members, OAPSE Building Representatives from Local 213 and Local 656, other OAPSE members, and the building principal and an assistant principal where available. Classified membership on this committee will be determined by rules and procedures established by OAPSE. Teacher membership on this committee will be determined by rules and procedures established by the BFT. The number of OAPSE representatives will be determined by how many twelve (12) to fifteen (15) member groups are needed to equally divide the classified staff in the building.

During the month of May, the OAPSE Building Committee will divide the classified staff into equal-sized groups with a membership of between twelve (12) and fifteen (15) members and establish the rotation of the membership. (Small buildings will have small groups). These groups will be made up of classifications in the building. Each group will choose one of its members, who is an OAPSE member to serve on the Building Committee. Each member will serve for a two (2) school year term of office. Half of the terms of office will end each school year. If a new or replacement representative is needed, the same procedure will be followed.

## Training

By mutual consent, the Building Committee may seek additional training to facilitate the problem-solving process. The BFT building Representative, the OAPSE Local 213 and Local 656 Building Representatives, or the principal may request the participation of a resource person at any session. Additional training will be provided, upon request, by the BFT, OAPSE, or the Administration. If the impact session is scheduled before the school year or outside the working day, members will be paid at the staff development rate.

## Agenda

The agenda for the Building Committee shall include items provided by the principal, the BFT Building Representative, and the OAPSE Building Representatives. None of the parties may veto the other's agenda item(s). The agenda shall be provided to Building Committee members and made available to the staff twenty-four (24) hours in advance of a meeting.

## Minutes

A member of the Building Committee will take the minutes. The minutes will be reviewed by the principal, BFT, and OAPSE Building Representatives from Local 213 and 656 before they are published. Minutes will be distributed to staff within three (3) working days of the meeting. The BFT President and OAPSE Locals 213, 473, and 656 Presidents will each receive a copy of the Building Committee minutes.

## Scheduled Meetings

All Building Committee members will receive scheduling considerations to facilitate the extension of morning and/or afternoon meetings when agenda items necessitate. If this is not possible, due to scheduling difficulties, an allocation for substitutes will be included in building budgets for the purpose of releasing Building Committee members for attendance and Building Committee meetings.

## Building Schedule Options

In an effort to make better use of our teaching staff and building facilities, opportunities for scheduling options will be established. The Building Committee will be given the authority to consider and approve alternative scheduling opportunities developed by staff members.

## **6.02 Central Office Building Committee**

### Purpose

The Central Office Building Committee will be a vehicle to promote and encourage staff involvement and

site-based decision-making. The Central Office Building Committee will be a representative link in the problem resolution process, working together to create a good climate within the building. Issues of general building-wide concern will be discussed.

#### Membership

The Central Office Building Committee will include The OAPSE Local 213 Building Representative, the Local 656 Building Representative, the Superintendent and/or Assistant Superintendent, two (2) administrative team members, and two (2) OAPSE representatives selected by lot from interested OAPSE members. Representatives will serve a two-year term to begin on September 1.

#### Agenda

The agenda will include all signed items submitted by any member of the building staff. All signed items will be addressed by the Central Office Building Committee. The agenda will be provided to all staff members through electronic mail twenty-four (24) hours in advance of a meeting.

#### Meetings

The Central Office Building Committee will meet as needed.

#### Minutes

The minutes of the meeting will be jointly discussed by OAPSE and administrative representatives. Minutes will be distributed by electronic mail to all building staff within three (3) working days following the meeting.

### **6.03 Building and Grounds Building Committee**

#### Purpose

The Maintenance Department Building Committee will be a vehicle to promote and encourage staff involvement in site-based decision-making. The Building Committee will serve as a representative link in the problem resolution process working together to create a good climate within the Department. The issue of general Department-wide concern will be discussed.

#### Membership

The membership will consist of the Supervisor and/or Assistant Supervisor of Buildings & Grounds, OAPSE 656 representative, OAPSE 213 representative, three (3) representatives from Maintenance Department OAPSE 656 personnel. (The members of the Maintenance Department will be rank-ordered based on their date of hire in the district. The groups would then be split into three equal parts based on most seniority, middle seniority, least seniority.

Each of those three groups will then select one representative to serve on the building committee). Representatives will serve a two (2) school year term. New terms will begin on September 1<sup>st</sup> of each year.

#### Agenda

The agenda for the Building Committee shall include signed items provided by both the Administrator and the OAPSE Building Representatives. All items submitted must be signed. None of the parties may veto the other's agenda item(s). The agenda shall be provided to the OAPSE Building Representatives and the Building Committee members, and be made available to the staff twenty-four (24) hours in advance of the meeting.

#### Meetings

The Maintenance Department Building Committee will meet as needed. This meeting will take place during the normal workday at a time that is convenient for the members.

Minutes

The minutes of the meeting will be jointly discussed by OAPSE and administrative representatives. Minutes will be posted for all Maintenance Department staff members within three (3) working days following the meeting.

**6.04 Transportation Building Committee**

See Article 39.09

**6.05 Compensatory Time**

- A. Building Committee members representing OAPSE employees shall be compensated for their time under the provisions of Article 10 (Hours of Work), and if applicable, Article 11 (Time Worked Beyond Scheduled Hours). Compensatory time shall apply to OAPSE Building Committee activities outside their regularly scheduled hours or to the additional time that must be worked in order to complete job duties that were not done due to attendance at these activities.
- B. Time will be taken with mutual agreement between the Building Committee member and the building administrator/principal. It is the responsibility of the Building Committee member to complete the compensatory time form.

**ARTICLE 7 – OAPSE/ADMINISTRATIVE COMMITTEE**

**7.01** The Superintendent, and/or Assistant Superintendent, and the Director of Personnel and Employee Relations will meet monthly with each Local President and/or a representative from each Local, to discuss items of mutual concern.

**7.02** All meetings shall be held at an agreed-upon time and place.

**7.03** The spirit of discussions shall be one of communication and sharing that may lead to the resolution of a problem, issue, or concern. The matters discussed shall be considered as being important to professional relations between the Employer and the Union.

**7.04** Due to the District’s building restructuring, OAPSE and the administration agree to address any unforeseen issues through the Presidents’ meetings. Additional staff may be asked to attend, and/or additional meetings may be scheduled, as needed. The OAPSE Field Rep will attend upon request.

**7.05 Minutes and Summary**

- A. Minutes will be kept by the Personnel Director and distributed to the OAPSE Presidents within two weeks after the meeting.
- B. A Summary will be written by the Personnel Director and be reviewed and/or revised by the OAPSE Presidents before distribution.

**ARTICLE 8 – NEGOTIATIONS PROCEDURES**

**8.01 Request for Formal Negotiations**

- A. Either the Union or the Board of Education may initiate negotiations by letter of submission forwarded to the other party on or before March 31<sup>st</sup> of the year in which the contract expires. The purpose of which shall be to negotiate changes in terms and conditions of employment including, but not limited to salary schedules, fringe benefits, and other working conditions. The parties shall meet within ten (10) days of notice of intent to renegotiate the agreement and to determine the process to be used.
- B. The parties will jointly notify the State Employment Relations Board of the commencement of

negotiations and that impasse procedure identified in this contract will take the place of the procedures alternatively provided under Ohio Revised Code 4117.4 and related sections.

**8.02 Choice of Format**

Within ten (10) working days after receipt of such notice, an initial meeting will be held between the representatives of the Ohio Association of Public School Employees and the Superintendent or his/her designee(s) to determine the format for negotiations described as either the "Problem Solving Approach" or the "Traditional Collective Bargaining Approach."

**A. Problem Solving Approach**

**1. Good Faith Bargaining Definition**

Good faith requires a commitment by the Board and OAPSE to be willing to meet to identify for discussion and resolution terms of concern, conflict, or disagreement related to salary, fringe benefits, and other terms and conditions of employment.

**2. Facilitator**

It is important for an impartial independent facilitator to be used in the trust-building and problem-solving phases of this process. That facilitator should be mutually selected by both parties and the fee shared.

**3. Problem-Solving Model – Negotiations**

- a) Negotiation meetings shall be scheduled at the request of the teams and, until negotiations are concluded, either team may require at each meeting a decision on the date, time, and place of subsequent meeting.
- b) The Board may provide released time for the negotiators.
- c) Either team may recess for caucuses.
- d) Minutes of meetings shall be kept by each team only if it deems necessary, and only in such form and detail as it may determine advisable.

**4. Representation**

Each negotiating team shall consist of no more than eight (8) regular members. Composition of the team shall be within the sole discretion of the respective parties.

**5. Assistance and Study Committees**

Either team may call upon professionals and laypersons to consider and make suggestions concerning matters under discussion.

**6. Information**

The teams agree to furnish, upon request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the teams in the development and resolution of the issues.

**7. News Releases**

Neither team shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress.

**8. Agreement**

- a) Tentative agreement on negotiated items shall be reduced to writing and initiated by the representative of each team. All agreements are tentative, based upon the complete resolution of all issues.
- b) The purpose of the "tentative agreements" is to develop a package that will be submitted to the Union and Board of Education for ratification. Initialing of tentative agreements shall be done in good faith.
- c) The committee of OAPSE must affirm the acceptance of the contract by a member vote. If approved by the Board, the contract shall be binding.
- d) Printed copies of the contract shall be made available to all classified staff. The cost for printing

copies of the contract will be borne equally. The responsibility of distributing copies of the contract will be that of OAPSE.

9. Impasse
  - a) If agreement is not reached within sixty (60) days, negotiations may be extended an additional thirty (30) days.
  - b) The mediator shall be supplied by the Federal Mediation and Conciliation Service or State Employment Relations Board, or other mutually agreed upon mediation service or mediator. The cost shall be equally shared.
  - c) In the event mediation fails to help the teams reach an agreement, the fact-finding process as provided by the State Employment Relations Board will be implemented on request either by the Board or OAPSE.

**B. Traditional Collective Bargaining Approach**

1. Having chosen the Traditional Collective Bargaining Approach, negotiations shall begin within fifteen (15) working days of the notice of intent to renegotiate.
2. "Good faith" requires that the Board and OAPSE be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.
3. In the first negotiation sessions, proposals shall be exchanged and shall be in form and detail specifying that to which agreement is sought.
4. The items proposed shall constitute the total negotiations. No new items may be submitted unless by mutual agreement of both teams. Any items not submitted for negotiation and in the current contract shall remain in full force and effect in the successor contract.

## **ARTICLE 9 – JOB DESCRIPTIONS**

- 9.01** The Board of Education adopted job descriptions for each classification in the Bargaining Unit that will be provided upon request of the employee or the Union.
- 9.02** Each Board adopted job description shall include the major functions and characteristics of the position and may include other job responsibilities as assigned by the employee's immediate supervisor or the Board.
- 9.03** The Board agrees to provide a job description to each employee when hired, transferred or promoted into a position
- 9.04** Whenever the job description for any position is being considered for revision or substantial change, the Board or their designee will meet with the Union for discussion. The Board agrees to provide the Union with a draft of the new job description before it becomes effective. An employee whose job description has been changed shall be provided with a copy of the revised job description.
- 9.05** If a new job is established which has not been previously classified, the Board shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the Board and the Union are unable to reach an agreement on placing the job into an existing classification, the job description shall be submitted to the Brook Park Civil Service Commission for a new classification.
- 9.06** If an employee believes he/she is being asked to perform functions or duties which are not within the scope of the job description, the employee has the responsibility to bring this to the attention of his/her immediate supervisor and may bring it to the attention of the OAPSE/Administrative Committee.

## ARTICLE 10 – HOURS OF WORK

### 10.01

- A. Employees shall not be scheduled to work more than forty (40) hours during the workweek.
- B. Berea City School District requires a two-hour notification using our online Absence Reporting System prior to a person's shift/start time, for employee absence with exceptions for emergency situations. In addition, transportation employees must provide both a two-hour notification for Midday and afternoon Routes in both the online absence reporting system and direct notification to the administrator. A pattern of late call-ins will be addressed through progressive discipline.
- C. When deductions are made due to unpaid absence(s) from work or adjustment is necessitated by resignation before the end of the employee's contracted term of employment, the deduct rates for each classification are as printed in Article 32.
- D. Hours of work does not include lunch except for custodial employees regularly scheduled to work alone on shift while on duty such as weekend and night shift. For those shifts who are unable to leave the building, the shift will be 8 hours including lunch.
- E. Work schedules shall not be adjusted to avoid overtime payment.
- F. The OAPSE Local President will be given a copy of an employee's change of hours notice.
- G. Any call-in that is made less than two (2) hours in advance, requires a staff member to communicate (phone call or text) to the direct supervisor in addition to reporting the absence to our online Absence Management System.
- H. Summer Hours
  - a. The regular work week for members of the bargaining unit shall be four (4) consecutive days, Monday thru Thursday, during the summer months when students are not in session.
  - b. Hours worked during these four (4) consecutive days will be equal to the scheduled hours to be worked during the regular five (5) day work week.
  - c. Absence leaves taken will be equal to the number of hours worked per day in the four (4) day work week.
  - d. The start and end dates of the four (4) day work week will be determined by mutual agreement between the Superintendent and OAPSE Local #213, #473, and #656 Union Presidents no later than May of the preceding year.

### 10.02 Classifications

The following criteria will be used in assigning classified personnel to job classifications:

- A. An employee will be assigned to no more than two (2) job classifications.
- B. For an employee to be assigned to more than one classification, the employee must be assigned a minimum of two (2) hours per day or ten (10) hours per week in each classification. This requirement does not apply to one day a week positions. Refer to Article 14.05B,
- C. No employee is to be paid out of more than two (2) funds for any given payroll.

### 10.03 Head Skilled Bus Mechanic, Mechanics, Mechanic Helpers, Custodial, and Maintenance (full-time employees)

- A. Workweek

1. The normal workweek is forty (40) hours based on an eight (8) hour day, five (5) days a week, Monday through Friday within the seven (7) day week considered from 12:01 a.m. Sunday to 12:00 midnight Saturday.
2. For all maintenance employees hired before July 1, 2007, the maintenance normal workday shall begin at 7:30 a.m. and end at 4:00 p.m. For all maintenance employees hired after July 1, 2007, the workday hours shall be scheduled by the Supervisors or may be varied on an as-needed basis to meet district needs.

For all maintenance employees (Local 656), the altered summer hours will be determined by the majority vote of the Local 656 Maintenance Department employees.

3. Custodial and maintenance employees required to work beyond the regular 40-hour workweek shall be paid overtime at the rate of one and one-half (1.5) times their regular hourly rates. Overtime must be approved by either the Superintendent, Director of Business Services, Supervisor of Buildings & Grounds, or the Supervisor of Transportation. (see Article 11 – Time Worked Beyond Scheduled Hours).
4. Work schedule shall not be adjusted to avoid overtime payment.
5. Within the Maintenance Department, in order to provide a logical completion point of a job, the employee and the supervisor shall mutually agree in advance to alter the number of hours in a workday, balancing the work hours per week within the week.

B. Alternate Schedules for Custodial Department

Alternate work schedules for the Custodial Department such as Sunday through Thursday, Tuesday through Saturday, weekend days, and other schedules may be established as deemed necessary to meet district and financial needs. These changes may include changes in the number of hours worked on the weekend days. These schedules may include 8 to 11- hour shifts to allow for additional cleaning time and increased security to the buildings for community members. The supervisor will meet to discuss changes with the Local 656 officers.

**10.04 Admin. Assistant to the Assistant Superintendent, Administrative Assistants, Bookkeeper, Assistant Bookkeepers, Technology Assistants, Transportation Dispatcher and Transportation Routing Coordinator**

- A. The normal workweek for Admin. Assistant to the Assistant Superintendent, Administrative Assistants, the Bookkeeper, Assistant Bookkeepers, Technology Assistants, Transportation Dispatcher, and Transportation Routing Coordinator is five days a week, Monday through Friday. The number of working hours is seven and one-half (7.5) per day.
- B. An adjustment may be made by mutual agreement concerning the beginning and ending time of the administrative assistant workday.
- C. Each elementary school office will be staffed with a minimum of 1.8 administrative assistants.

**10.05 Bus Drivers, Instructional Assistants, Office Assistants, Early Childhood Education Assistants, Nutrition Service Employees, Student Monitors, Technology Specialists, Transportation Assistants.**

- A. The normal workweek for hourly employees is five days per week, Monday through Friday. Any change in this schedule will require approval of the employee, the Supervisor/Administrator, the Director of Personnel, and the President of the union Local affected.
- B. The number of hours worked per day is listed in the salary schedule.
- C. An employee shall not be assigned less than two (2) consecutive hours per day.
- D. Work schedule of less than two (2) hours per day may be developed with the approval of the Union and the

affected employee.

**10.06 Intervention Associates**

**A. Workweek**

1. Intervention Associates will be employed on a full-time basis (minimum of 6.75 hours) per day.
2. Should a part-time Intervention Associate position become necessary due to student need, a request for approval shall be made to the OAPSE President by the Director of Pupil Services.
3. Intervention Associates assigned to Early Childhood Education intervention will have a minimum of thirty (30) hours per week.

**B. Assignment**

1. If at any time the services of an Intervention Associate are no longer required as a result of district-wide/individual building/student or district-wide Early Childhood Education needs, the least senior Intervention Associate, in that building/program, will be reassigned to a District-wide Intervention Associate position if a position is available. District-wide Associates are assigned by the Director of Pupil Services. Please refer to Article 35.04 Bumping. (Also Refer to Article 14.04A).
2. A District-wide Intervention Associate is an Intervention Associate who has his/her job assignment determined by the Director of Pupil Services based on the needs of our students with disabilities. A District-wide Intervention Associate is not tied to a specific school. His/her placement may be changed when needed by the Director of Pupil Services based on student needs.

**C.** The input of the Intervention Associate may be considered in the development of the Individualized Education Plan (IEP) for students. The Intervention Associate will be included in the IEP meeting when approved by the building administrator.

**D. Substitutes**

The Intervention Associate substitute-training program for covering Intervention Associate absences will continue.

An Intervention Associate trained sub will not be used to cover a position for a period in excess of two calendar months. This period may be extended with mutual agreement between OAPSE and the Director of Pupil Services.

**10.07 Nutrition Service**

**A. Workweek**

1. The normal workweek for secondary and elementary managers shall be seven and one-half (7.5) hours, Monday through Friday.
2. The normal workweek for secondary assistant managers shall be six (6) hours per day, Monday through Friday.
3. The normal workweek for elementary assistant managers shall be five (5) hours per day, Monday through Friday.

**B. Training**

For the purpose of providing training opportunities for secondary assistant managers and elementary managers, a rotation program will be established. Participation in this rotation program will be voluntary and contingent on program availability based on the number of volunteers.

High School and Middle School assistant managers will be provided an opportunity to exchange jobs with elementary

nutrition service managers for a period of one (1) month.

EXAMPLE: If mutually agreed upon and approved by the Supervisor of Nutrition Service, a secondary assistant manager could assume the responsibilities of an elementary manager while the elementary manager would assume the responsibilities of the secondary assistant manager for a period of one month. Both employees would retain their regular rate of pay. The work hours of the secondary assistant manager would be increased to the regularly scheduled hours of the elementary nutrition service manager, for which the employee would be paid. The elementary manager would continue to work regularly scheduled hours when covering as assistant manager.

C. Review

In April of each year a review will be held with the Supervisor of Nutrition Service, the Building Principal, and the Nutrition Service Manager to determine the status of Nutrition Service and any staffing needs for the following school year. A follow-up meeting may be requested by the Nutrition Service Supervisor, Principal, or Nutrition Service Manager at any time.

**10.08 Opening Day**

All office assistants, instructional assistants, intervention associates, and student monitors will have the option of reporting to work on the teacher workday prior to the first student day of school. Employees who choose this option will receive two (2) hours of pay.

NOTE: This time would be in addition to any time offered for attendance at a district-wide staff meeting held on this day.

**10.09 Camp Mi-Bro-Be**

If an administrator requests an employee to participate in the Camp Mi-Bro-Be program, and the employee agrees to attend for the duration (including overnight) then he/she shall receive a stipend of \$480.00 per week in addition to his/her wages for their regularly assigned hours. If the length of time for the camp experience is shortened, the stipend would be adjusted accordingly. Employees shall receive \$100.00 for each day they participate in the camp program when school is not in session.

The Board shall provide adequate and private facilities for all employees at Camp Mi-Bro-Be.

## **ARTICLE 11 – TIME WORKED BEYOND SCHEDULED HOURS**

**11.01**

- A. In scheduling extra hours, every effort will be made by the supervisor to give priority to employees working less than forty (40) hours, prior to assigning substitute hours.
- B. An employee must mutually agree with his/her supervisor to work extra time beyond scheduled hours. Additionally, at the time of such agreement, the employee and supervisor must also mutually agree to either payment or for the hours worked.
1. Custodial and maintenance employees must be approved by the Supervisor of Building & Grounds or designee.
  2. Nutrition Service employees must be approved by the Supervisor of Nutrition Service or designee.
  3. Classified employees in each building (excluding employees covered in 1 and 2 above) must be

approved in advance by the building principal or site supervisor.

4. Transportation employees must be approved by the Supervisor of Transportation or designee.
- C. The Supervisor of Buildings & Grounds or designee will assign all scheduled general overtime (scheduled general overtime is defined as overtime scheduled at least two (2) working days in advance of the event) to employees based upon departmental seniority. All custodial and maintenance employees will be surveyed in July to determine if they are willing to accept scheduled general overtime. The most senior employee is offered the first scheduled general overtime opportunity, the second most senior if offered the next scheduled general overtime opportunity, and so on down the seniority list on a rotating basis. If the employee refused scheduled general overtime, he/she shall lose his/her turn in the current rotation.

The Building & Grounds Employee Handbook will address substitute hours, cleaning standards, and overtime allotment, in regards to coverage of employee absences.

- D. Nutrition Service employees working permits should reference Article 27. Transportation employees driving field trips should reference Article 39.

#### **11.02 Payment for Time Worked Beyond Scheduled Time**

- A. An employee approved to work beyond his/her scheduled hours can be paid for those hours, up to forty hours, at the hourly rate.
- B. Employees who work beyond forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate for each hour in excess of forty (40) hours.
- C. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing overtime.

#### **11.03 Payment for Time Worked Beyond Schedule Hours in Multiple Classifications**

- A. An employee who works in multiple job classifications and works beyond his/her scheduled hours will be paid for those hours up to forty (40) in the following sequence:
  1. Total all regularly scheduled (guaranteed/established) hours from both jobs.
  2. Add to #1 (above) all non-regularly scheduled hours beginning at 12:01 AM Sunday and ending Midnight Saturday, in order of occurrence, up to forty (40) hours. These hours will be paid at the employee's regular rate of pay for those positions.
- B. An employee who works in multiple job classifications with different rates of pay and works beyond forty (40) hours in a workweek will be compensated at a rate of one and one-half (1.5) times the employee's higher rate of pay.
- C. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing overtime.
- D. Holiday pay for an employee with multiple classifications will be paid his/her actual guaranteed hours on the day of the week the holiday falls. Holidays that fall outside the employee's normal workweek will be paid their hours based on the hours of the employee's first day of their regular workweek.

#### **11.04 Compensatory Time for Time Worked Beyond Scheduled Hours**

- A. An employee with compensatory time must have the approval of the supervisor as to when the time can be used.

1. An employee approved for compensatory time beyond his/her scheduled hours, up to forty (40) hours in a given workweek, will receive equal time off for time worked.
  2. An employee approved for compensatory time beyond his/her scheduled hours, over forty (40) hours in a given workweek, will receive time at a rate of time and one-half (1.5) for time worked.
  3. Hours paid under sick leave and personal leave shall not be counted as hours worked for the purpose of computing compensatory time.
- B. No more than one (1) custodial employee from any one location or more than four (4) custodial employees from the total school system shall be permitted to schedule such compensatory time on the same day or week. When one or more custodial employees schedule the same compensatory time, the most senior custodial employee shall have preference.
- C. Not more than three (3) maintenance employees in the Maintenance Department will be granted compensatory time on the same day or week. As a result of compensatory time, no less than one (1) maintenance employee will be scheduled to work in each skill area.
- D. The employee may earn up to a maximum of forty (40) hours of compensatory time in a fiscal year (July 1 through June 30). The employee may put the comp time earned in a forty (40) hour bank. Only 40 hours of compensatory time leave request will be approved per fiscal year (July 1 through and including June 30). The forty (40) hours may be taken as a  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  or one (1) day at a time or taken up to a full week at a time. The specific day or week compensatory time is used shall be selected by the employee and approved by the immediate supervisor or designee. If a compensatory time leave is not taken by June 30<sup>th</sup>, the remaining leave is forfeited. An employee who forfeits compensatory leave will receive cash compensation for any remaining hours in the bank at the pay rate in effect at the time the compensatory time was earned.

## **ARTICLE 12 – CALAMITY DAY**

**12.01** All employees who work at schools or facilities (full or part-time), which are determined closed by the Superintendent due to a calamity, shall receive pay for their regularly scheduled hours at the building or in services provided to students at the building. Employees can be required to work on a calamity day. Only employees assigned to the building(s) closed by the calamity who are required to work all be paid premium pay equal to one and one-half (1.5) times the hours actually worked on the calamity day in addition to their regular rate of pay for their regularly scheduled hours. On a day which has been declared a calamity day, an employee who has given prior notice requesting paid leave or vacation, will not have the day deducted.

Remote Learning Days: Employees will be paid for the number of hours worked or regularly scheduled to work on a remote learning day, whichever is greater. For the purpose of clarification, a district Remote Learning day is not considered a district calamity day; if the certified staff is working, classified staff will be required to work as well if it is a scheduled workday, however if the remote learning day is called because of inclement weather, calamity pay will be provided to any classified employees required to report.

**12.02** Premium pay will only be given for hours worked on the calamity day up to the number of regularly scheduled hours.

**12.03** No other overtime will be paid premium pay on hours worked on a calamity day.

**12.04** Employees required to work on a calamity day as defined above shall be paid a minimum of two (2) hours. NOTE: Premium pay is one and one-half (1.5) times the hours actually worked on a calamity day.

## ARTICLE 13 – INCONVENIENCE PAY

- 13.01** When an employee is “called out” to work under the following conditions, he/she will be guaranteed pay equal to one and one-half (1.5) times the hours worked:
- Employees “called out” to work under this policy shall be paid a minimum of two (2) hours.
  - There has been no prior notice of the work task.
  - No other overtime premium will be paid on inconvenience hours worked.
  - Inconvenience pay is for hours worked outside of regular shift hours.
  - Inconvenience pay terminates at the start of his/her next regular shift.
  - Inconvenience pay is not granted for snow removal or to cover absenteeism.

## ARTICLE 14 – VOLUNTARY AND INVOLUNTARY TRANSFERS; MEDICAL CONSIDERATIONS; TEMPORARY ASSIGNMENTS

- 14.01** When additional hours become available in a classification in a building, classified employees in that classification series, as their schedule permits, shall first be offered the hours prior to the posting. The additional hours will be allocated with the intention of making a part-time employee paid from the General Fund, eligible to receive full-time benefits (30 hours per week minimum). Seniority among the part-time employees within that building will be the determining factor as to which employee is offered the additional hours. The additional time offered to an employee shall not exceed two hours per day within a fiscal year without the approval of the Director of Personnel and Employee Relations and the President of the Local involved. Transportation employees should refer to Article 39.01.

### **14.02** Voluntary

- A. When a vacancy occurs in a classification as described in Article 15, Section 15.02, employees who have the same job description and submit a written request for a transfer to the Director of Personnel and Employee Relations shall be given first consideration. The posting period for a transfer will be three (3) working days.
- B. A single posting will include a three (3) working day timeline for transfer applicants and a five (5) working day timeline for all other eligible employees. The posting timelines will run concurrently.
- C. Only the names of the people applying as transfers will be given to the interviews team first for their interviews.
- D. When a vacancy is at the transfer level, and there are at least five (5) transfer applicants, the interview team shall select one of the transfer applicants. An employee on a written intervention/improvement plan is not eligible for voluntary transfer consideration. The transfer evaluation process applies.
- E. Transfer applicants shall be granted an interview by the interview team as outlined in Article 15.03 for the vacant position. Where job related factors are equal, classification seniority shall prevail (see Article 16.02).
- F. If there are no transfers, or if a transfer candidate(s) is not selected, then the interview team will be notified of all other internal candidates. This notification shall occur only after the interview team has made its decision. The unsuccessful transfer candidate(s) must be notified before scheduling additional interviews.
- G. An employee who is denied a transfer to a vacancy within his/her job title shall have the opportunity to meet with the supervisor/administrator in order to discuss the specific reasons for the non-selection. This conference does not constitute an appeal procedure, is not subject to the grievance process, and is solely intended to improve the transfer applicant’s probability of transfer success on future occasions.
- H. An employee who is awarded a position that they previously held shall be given credit for the previous time

spent in that position and placed at the appropriate step.

- I. A form will be distributed to all District-wide Intervention Associates each year during the month of May. All District-wide Intervention Associates are placed by the Director of Pupil Services based on students' needs. The form will allow District-wide Intervention Associates to state their preferences for job assignments.

#### **14.03 Medical Consideration**

- A. If an employee, due to documented medical reasons, is unable to perform her/his assigned duties she/he may request consideration for other employment in the district within the bargaining unit for which she/he is qualified when a vacancy occurs. The designation of "medical consideration" does not guarantee an employee a new position, but provides for interview consideration as outlined in this section.
- B. Eligibility for this medical consideration will be determined mutually by the Local Presidents of employee organizations and the Director of Personnel and Employee Relations. This committee will consider all pertinent issues, i.e.: salary, scheduled hours, placement on salary schedule. The time limit for medical consideration will be two (2) years from receipt of original documentation. After approval is granted, updated medical documentation to support the continuation of medical consideration must be submitted to the Director of Personnel every three (3) months.
- C. Once an employee has been designated for medical consideration, the individual must qualify and apply for any new position the individual seeks. The employee(s) designated for "medical consideration" will have his/her name submitted to the interview team after the lateral transfer process has been completed and prior to any other names being submitted to the interview team. The interview team must interview the medical consideration applicant(s) and make a decision on the applicant(s) prior to receiving the names of other applicants.

#### **14.04 Involuntary Transfer/Reassignment**

- A. Involuntary transfer/reassignment of an employee on a temporary or permanent basis shall be initiated by the district supervisor/administrator through the office of the Director of Personnel and Employee Relations. When such transfers are made due to district-wide/individual building needs, the employee with the least amount of system-wide seniority in that classification, in that building (on that shift), will be reassigned to the first vacancy within the classification. Employees shall be notified of any proposed transfer five (5) working days prior to implementation. Such notifications shall be conducted in a personal conference with the supervisor/administrator affecting the transfer. If no vacancy exists in that classification, refer to Article 35 procedures.
- B. When an employee is reassigned (involuntarily transferred) due to individual concerns or performance factors, the employee may object and pursue relief from the transfer through the conflict resolution process when the employee is able to show hardship or harm if such a transfer is initiated. Employees shall be notified of any proposed transfer five (5) working days prior to implementation. Such notification shall be conducted in a personal conference with the supervisor/administrator affecting the transfer. The employee shall not be transferred without following the concepts of progressive/corrective discipline as contained in Article 21. Such transfers, which are for performance deficiencies, shall be subject to the grievance procedures.

#### **14.05 Temporary Assignment**

- A. Employees assigned by their supervisor to a higher paying position shall receive premium pay of an additional 5% of the employee's regular rate of pay for all hours worked.
- B. Employees assigned by their supervisor to a higher paying position which is two or more classifications above their current classification will receive a premium of 7% of the employee's regular rate of pay.

- C. Employees assigned to an equal or a lower-paying position shall retain their current rate of pay and classification.
- D. A custodian may be assigned by his/her supervisor the duties/responsibilities of the head custodian, due to his/her absence, and will receive premium pay based upon the conditions set forth in paragraph B.
- E. Custodial personnel may be assigned by their supervisor the duties/responsibilities of the assistant head custodian due to his/her absence, and receive premium pay based upon the conditions set forth in paragraph A.

## **ARTICLE 15 – JOB POSTING AND JOB BID PROCEDURE**

### **15.01 Vacancies**

- A. All vacancies will have a single posting for consideration of all eligible employees before going to outside applicants.
- B. A position shall be considered vacant when an employee promotes, resigns, transfers or is terminated or upon the creation of a new position.
- C. A single posting will include a three (3) day timeline for transfer applicants and a five (5) day timeline for all other eligible employees. The posting timelines will run concurrently.
- D. High needs positions as established **at the time of bid** by the Director of Personnel and OAPSE President shall be posted internally and externally simultaneously. Transfer applicants will be reviewed first, and internals will be reviewed second before conducting external interviews.
- E. A job posting shall be presented to the bargaining unit within fifteen (15) working days from the time the unfilled position is available and shall include the beginning and ending dates of the posting period, location of the assignment, job description, salary range, and range of approximate hours.
- F. An employee who wished to be considered for the vacancy must make an application for the position in writing to the Director of Personnel and Employee Relations by the end of the posting period.
- G. Only the names of the people applying as transfers will be given to the interview team first for their interviews.
- H. If there are no transfers, or if a transfer applicant is not selected, then the interview team will be notified of any applicants for medical consideration. If there are no applicants for medical consideration, then the interview team will be notified of all other internal candidates.
- I. A person who is in active pay status in any classified position is eligible to apply when a posting goes to “all other” employees. A person employed in two classifications who is continuing to work in one of those two classifications can apply for an “all other” posting.
- J. Posted vacancies will be filled in a timely manner. The Local President will be kept informed of the status of the vacancy.
- K. The Personnel Department will schedule three (3) testing sessions per calendar year for employees wishing to meet the testing criteria for positions in Local 213. Testing will also be done as necessary as part of the Job Posting/Interview process. An acceptable score on a pre-employment test may be required to qualify for an interview

**15.02 Newly Hired Probationary Employee (new to the District)**

- A. A newly hired probationary employee may apply for an additional position that does not conflict with his/her current position during his/her six-month probationary period.
- B. A newly hired probationary employee, during his/her six-month probationary period, may only apply for a change of position when a vacancy is posted to the outside.
- C. If a newly hired employee changes positions during the probationary period, that employee begins a new probationary period. A full six-month working probationary period must be served in one position.
- D. A newly hired probationary employee during the probationary period may apply when an administrative assistant posting is ready to go to the outside and before it goes to Civil Service.
- E. An Intervention Associate permanent substitute may apply first for an Intervention Associate position immediately after the internal posting and before it goes to the outside.
- F. All newly hired classified employees shall start at Base Pay unless mutually agreed to by the Board of Education and Local Presidents.

**15.03 Interview Process**

Each qualified applicant will be invited to participate in an interview/selection process.

- A. An interview team will be formed that will include:
  - An OAPSE building representative from the affected Local or his/her designee
  - Another employee with a site-based perspective selected by the OAPSE representative
  - The administrative head of the affected opening or his/her designee; (The Nutrition Service Supervisor, Buildings & Grounds Supervisor, Transportation Supervisor, and Early Childhood Education Supervisor will be the administrative head on interview teams for their area.)
  - Additional members, including certified staff members where appropriate, may be added to the interview team by mutual consent.
- B. The administrative head of the affected opening or his/her designee will provide the Director of Personnel with the names of the two (2) people chosen by OAPSE and the two (2) people chosen by Administration within five (5) working days of being notified of the candidates.
- C. The office of the Director of Personnel will provide training for the interview team in such areas as empowerment, reaching consensus, and identification of job competencies. During this training session, questions for the interview process will be developed.
- D. The following factors must be considered by the interview team:

Job related skills	References
Training	Seniority (system-wide)
Evaluation(s)	Compatibility/Interpersonal relations
- E. Consensus of the interview team will determine the final recommendation to fill the vacancy.
- F. Each applicant will be informed of the results of the selection process.
- G. An applicant who is not chosen for a position may request a meeting with the Director of Personnel along with the OAPSE representative in order to receive feedback regarding their interview process. This conference does

not constitute an appeal procedure, is not subject to the grievance process, and is solely intended to improve the applicant's probability of success on future occasions.

- H. The employment process is not complete until the results of the BCI report are received in the Personnel Department. A negative report may result in the dismissal of the new employee.

**15.04 Summer Vacancies**

- A. Vacancies, which occur between June 15 and September 1, will be posted for a period of five (5) working days. A copy of said posting will be e-mailed to each Local President.
- B. Any employee who desires a copy of any classified posting during the summer months shall file a written request or email request to this effect with the Director of Personnel. Summer job postings will be sent via e-mail unless otherwise requested to those employees who have a written request for the current fiscal year on file.

**ARTICLE 16 – SENIORITY**

- 16.01** System-wide seniority shall be defined as the length of employment by an employee with the Board as computed from his/her most recent date of hire. The total years of continuous service to the Board shall be used as the basis of determining system-wide seniority. System-wide seniority shall be used to determine reassignment, bumping, layoff, recall, longevity increments, job selection process, accrual of vacation and retirement.
- 16.02** Departmental seniority shall be defined as the length of continuous employment within a department or classification from the employee's most recent date of hire, promotion or transfer into that department/classification. Departmental seniority shall be used for lateral/voluntary transfers, assignment of field trips, and the selection of vacation periods.
- 16.03** Seniority shall be broken and all rights of employment shall cease when an employee:
- Submits a letter of resignation, which is acted upon and approved by the Board of Education;
  - Retires or is retired;
  - Is terminated for cause;
  - Fails to report for five (5) consecutive scheduled workdays without reporting his or her absence;
  - Exceeds an approved leave of absence by five (5) working days;
  - Is laid off for a period as defined in paragraph 35.03, C;
  - Fails to respond to a recall within five (5) working days.
- 16.04** A newly hired employee shall have no seniority during his/her probationary period.
- 16.05** During the probationary period, a newly hired employee may be disciplined or terminated at the discretion of the Board without recourse whether through the grievance procedure or otherwise. Upon successfully completing his/her probationary period, an employee's seniority shall date back to his/her most recent date of hire.
- 16.06** If two (2) or more employees who are subject to layoff have equal seniority, their names shall be drawn by lot to determine the order of layoff.
- 16.07** All General Leaves of Absence will be without accrued seniority. See Article 18.02B.
- 16.08** A list showing the length of service (most recent date of hire) of employees holding seniority will be posted in each building by the Director of Personnel and Employee Relations or his/her designee in February of each

year.

- 16.09** An official seniority list will be posted in each building and every twelve (12) months thereafter. Any employee who maintains that his/her seniority as shown on the list is incorrect must submit a written objection to the Director of Personnel and Employee Relations within sixty (60) working days after the list has been posted.

## **ARTICLE 17 – PAID LEAVES OF ABSENCE**

### **17.01**

- A. Misuse of leave policy may subject an employee to disciplinary action. Investigations into an alleged misuse of leave shall be based on evidence or an employee has illustrated a pattern of possible abuse, overt or suspicious. During an investigation a member may be asked to provide further documentation to the Director of Personnel.

- B Deductions shall be made based on the employee's workday.

Sick Leave and Personal Leave may be used in  $\frac{1}{4}$  day increments based on the employee's scheduled hours for the day the employee is requesting leave based on the following formula:

.0 through .29 =  $\frac{1}{4}$  day

.30 through .54 =  $\frac{1}{2}$  day

.55 through less than 1.0 =  $\frac{3}{4}$  day

1.0 scheduled hours for day of requested leave = 1 day

### **17.02 Sick Leave**

- A. In accordance with the provisions of the Ohio Revised Code, employees are granted 1- $\frac{1}{4}$  days of absence for each completed month of service (to a maximum of fifteen (15) days per fiscal year) whether school is or is not in session, with full pay if the absence is caused by personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

- B. Absence for any reason under this policy beyond the accumulated days of sick leave will result in a per diem deduction in salary based on a daily rate.

- C. Application for Use of Sick Leave form must be completed immediately upon return to work.

- D. Personal Illness, Injury, Pregnancy, Exposure to Contagious Disease, or Temporary Disability

1. An employee may be absent from regular duties because of illness, injury, pregnancy, exposure to contagious disease, or temporary disability for a period not to exceed the employee's total number of days of accumulated sick leave without loss of pay.

2. Employees who are absent for five (5) or more consecutive days shall provide a doctor's statement verifying that they are able to return to work. This doctor's statement shall be attached to the sick leave application, which is completed for this absence.

3. If an employee prefers not to use accumulated sick leave for illness, injury, pregnancy, exposure to contagious disease, or temporary disability, or exhaust his/her sick leave credit, the employee may apply for a leave of absence without pay of benefits.

- E. Illness, Injury or Death in the Immediate Family

1. Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, grandparents-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and custodial child.
2. Absence because of illness or injury in the immediate family will be granted for a period not to exceed the employee's total number of days of accumulated sick leave without loss of pay.

F. **Non-Medical Custodial Leave**

Custodial care of immediate family members for non-medical reasons will be limited to five (5) days per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The first two days will be charged against the employee's sick leave and the next three days will be charged against the employee's accumulated personal leave or sick leave, the choice will be up to the employee which account, sick or personal leave, is to be debited. See Appendix for form.

**17.03 Bereavement Leave**

One (1) day of bereavement leave will be granted with pay due to a death in an employee's immediate family (as defined under Sick Leave, 17.02). This day will not be deducted from the accumulated sick leave. Additional days used for bereavement will be deducted from either the employee's sick leave or personal leave. The choice will be up to the employee which account, sick leave or personal leave is to be debited.

**17.04 Leave for Injury from Assault and Contagious Disease**

- A. "Assault means the causing of or an attempt to cause physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.
- B. Leave for Injury from Assault shall be granted to any employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such employee's employment. The employee may use Injury from Assault Leave upon approval by the Director of Personnel pursuant only to the limitations prescribed in this section.
- C. Leave shall be granted for illness contracted from exposure to contagious disease at the job site. Upon approval from the Director of Personnel, the employee may use this leave pursuant only to the limitations prescribed in this section.
  1. An employee who wishes to use this leave must fill out the appropriate section of the employee's accident report.
  2. It is the responsibility of the employee to show his/her absence is a result of a work-related situation.
- D. Any employee, who is absent and wished to use the leaves, may use them upon approval by the Director of Personnel pursuant only to the limitations prescribed in this section.
- E. Leave for employee absence resulting from injury from assault/contagious disease shall be granted without loss of pay and/or benefits, and shall not be charged against the employee's sick leave. The employee and his/her attending physician will determine the length of the leave, but in no event shall it exceed 120 regularly scheduled workdays.
- F. Any employee who falsifies his/her signed statement or a physician's certificate shall have his/her employment terminated in accordance with Section 3319.16 of the Ohio Revised Code.
- G. Salary payment under this policy shall constitute an employee's entire compensation from the Board during the period of physical disability instead of any salary payments under Section 4123 of the Ohio Revised Code. This

shall not preclude medical payments under Workman's Compensation, if applicable.

- H. Nothing in this policy shall be construed to waive the physician/patient privilege provided by Section 2317.02 of the Ohio Revised Code.

**17.05 Personal Leave**

- A. An employee may be granted three (3) days of restricted personal leave each fiscal year, and may carry a maximum of one (1) additional unrestricted personal leave day. Any unused personal leave day shall be converted at the end of the fiscal year. The first unused personal leave day shall be converted into unrestricted personal leave for the following fiscal year. The balance of the leave shall be added to the staff members' accumulated sick leave.
- B. Requests for the use of personal leave shall be submitted to the Director of Personnel and Employee Relations two (2) days prior to the absence. All requests for leave shall be entered into the absence reporting system.
- C. If the situation makes it impossible to request the absence prior to the absence, the employee shall enter the absence immediately upon their return.
- D. All employees who intend to use a personal leave day within this two day window shall call the appropriate building/supervisor prior to the leave.
- E. The reasons for the use of restricted personal leave shall be defined as follows:
- Funeral – To be used to attend the funeral of an individual outside of the immediate family.
  - Wedding – Immediate family; the employee (himself/herself) or when a member of the wedding party.
  - Court Appearance/Legal Matters – Serving as a witness, plaintiff, or defendant, divorce action, settlement of estate, etc.
  - Family Obligation – To attend to matters (for example graduation, honors, parent conferencing when it cannot be arranged outside of the workday) involving the immediate family as defined below.  
\*Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and custodial child.
  - Home Emergency – Involving potential or actual damage to home or property.
  - Personal Business – Shall be defined as the business of a personal nature, which cannot be conducted before or after the workday, on weekends, or during vacation periods.
- F. Limitations for Use of Personal Leave
- Personal leave is limited to one (1) day before or after a holiday, spring break, or winter break unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
  - Personal leave may not be used on the first or last day of the school year for students, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
  - Restricted Personal leave may not be used for vacation or recreational activities. Only unrestricted personal leave shall be used for these types of activities.
- G. Misuse of the personal leave policy may subject an employee to disciplinary action.
- H. No more than a maximum of 5% of the bargaining unit will be granted personal leave on any given workday. Personal Leave will be granted in the order in which it is submitted into the absence reporting system. If the cap has been reached, the Director of Personnel may grant restricted personal leave in emergency situations with proper documentation.

**17.06 Religious Leave**

- A. The form for Religious Leave must be completed and submitted to the Director of Personnel and Employee Relations at least one (1) month prior to the day(s) requested. Religious leave may be granted with pay, upon approval, to employees who must be absent from work on a religious holiday(s). A maximum of two (2) days per fiscal year may be granted upon request. Religious leave when granted will not be deducted from the employee's accumulated sick leave nor from the employee's three (3) days of personal leave.
- B. If religious leave is denied, the employee may appeal the denial to the Superintendent and the OAPSE President. Their decision will be final and not subject to the grievance procedure.
- C. A copy of the approved Religious Leave form will be provided to the employee.

**17.07 Absence for Jury Duty**

The Board will pay employees their regular compensation while serving as a juror. Employees will notify their immediate supervisor of a subpoena to serve on jury duty and supply the supervisor with a copy of the subpoena.

**17.08 Compulsory Leave**

Any employee served with a subpoena resulting in an involuntary absence will be paid his/her full salary. Employees will supply the supervisor with a copy of the subpoena.

**17.09 Professional Improvement Leave**

The Board may pay the expenses (including fees, meals, lodging, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the principal/supervisor and Central Office administrator for particular purposes of professional improvement for the school system and/or for the employee participating.

**ARTICLE 18 – UNPAID LEAVES OF ABSENCE**

**18.01 Unpaid Leave**

- A. A leave of absence without compensation may be approved for a period not to exceed five (5) workdays per fiscal year (July 1 through June 30) at the discretion of the Director of Personnel and Employee Relations.
- B. Request for unpaid leave shall be submitted in writing to the Director of Personnel and Employee Relations at least five (5) working days prior to the desired leave period. The employee shall receive written approval for denial of the leave request.

**18.02 General Leave of Absence**

- A. In accordance with the provisions of Section 3319.13 of the Ohio Revised Code, upon the written request of a regular classified employee, the Board of Education may grant an unpaid General Leave of Absence for a period of not more than two (2) consecutive school years whether full or partial, for educational, professional, or other purposes, and shall grant such unpaid leave where illness or other disability is the reason for the request.
- B. A classified employee desiring a leave of absence for any reason will apply in writing to the Director of Personnel stating the purpose and length of the proposed leave. This letter is due to the Director of Personnel no later than two (2) months prior to the beginning of the leave of absence unless extenuating circumstances exist. A leave of

absence may only be granted upon recommendation of the Superintendent and approval by the Board.

- C. All General Leaves of Absence will be without pay, accumulation of sick leave days, accrued seniority, step increments, payment of retirement, hospitalization, and insurance.
- D. Cost of any insurance program offered by the employer may be purchased by the employee at the established group rate.
- E. Unpaid General Leave shall not be used for the purpose of seeking new employment or for expanding other currently held employment.
- F. While on a General Leave, a classified employee will not be eligible to apply for any posted position, which has a starting date that occurs during the employee's leave.
- G. Returning from an Unpaid General Leave
  - 1. An employee who leaves and returns from an unpaid General Leave of Absence within the same fiscal year will return to his/her original position and/or hours.
  - 2. An employee who returns at the beginning of the school year following the first school year in which the general leave was granted returns to his/her original position. If the employee cannot be returned to the original position because it has been eliminated or because it is now held by a more senior employee, the returning employee will be given a like position. The employee returning at the beginning of a school year thereafter will be assigned to a like position.
  - 3. An employee who returns from an unpaid General Leave of Absence during the subsequent year will return to a like or similar position and/or hours.

**18.03 Maternity/Paternity/Adoption (Parental) Leave**

- A. An employee shall be granted an unpaid maternity leave of absence for childbirth as provided for under the Family & Medical Leave Act of 1993. After the child is born, an employee may use accumulated sick leave for the period of time determined by the employee's physician. An employee shall be granted, upon request, unpaid Maternity/Paternity/Adoption Leave not to exceed two (2) years in addition to the remaining part of the year in which he/she begins the leave. The employee shall return at the beginning of the school year or when the child reaches the age of three (3) years old, whichever comes first. The effective date for such maternity leave shall be determined by her physician. The employee shall notify the Director of Personnel at least thirty (30) days in advance of the effective date of said Leave. When such notice cannot be given, the Director of Personnel shall immediately be notified of the date of said leave by the employee.
- B. An employee will be granted, upon request, all or some of her accumulated sick leave with pay while pregnant or immediately following termination of pregnancy. The Board of Education reserved the right to have the employee see a Board of Education appointed doctor at no cost to the employee.
- C. If the employee elects to purchase the service credit under the provisions of the School Employee Retirement System for this year of service, the Board will pay its share of the cost. The employee may elect to purchase one (1) additional year of leave by completing the appropriate application. If the employee elects to purchase this additional service credit under the School Employees Retirement System, he/she must pay both his/her share and the Board's cost. The Board will assume no responsibility for any additional cost beyond the first year.
- D. Returning from an Unpaid Maternity/Paternity/Adoption Leave
  - 1. An employee who leaves and returns from an unpaid Maternity/Paternity/Adoption Leave within

the same fiscal year will return to his/her original position and/or hours.

2. An employee who returns at the beginning of the school year following the first full school year in which the Maternity/Paternity/Adoption Leave was granted returns to his/her original position. If the employee cannot be returned to the original position because it has been eliminated or because it is now held by a more senior employee, the returning employee will be given a like position. The employee returning at the beginning of a school year thereafter will be assigned to a like position.
3. An employee who returns from an unpaid Maternity/Paternity/Adoption Leave during the subsequent year will return to a like or similar position and/or hours.

- E. Upon request, an employee adopting or assuming guardianship of a child shall be granted an unpaid leave of absence until the child reaches the age of three (3). An employee requesting such leave will notify the Director of Personnel as soon as he/she will be receiving a child.
- F. An employee adopting or assuming guardianship of a child above the age of three (3) shall, upon request, be granted adoptive leave without pay up to one (1) year.

#### **18.04 Custodial Leave**

- A. A classified employee may apply for a Custodial Leave of Absence for a period not to exceed one (1) school year. This leave will be for emergencies within the immediate family as defined under Sick Leave.
- B. The classified employee has the right to purchase the cost of the benefits program at his/her expense.
- C. Any costs to purchase service credit under the provisions of the State Employee Retirement System shall not be assumed by the Berea Board of Education.
- D. Returning from an Unpaid Custodial Leave of Absence.
  1. An employee who leaves and returns from a Custodial Leave of Absence within the same fiscal year will return to his/her original position and/or hours.
  2. An employee who returns from a Custodial Leave of Absence on the first day of the subsequent year will return to his/her original position and/or hours unless the position has been eliminated or is held by a more senior employee. If the employee cannot be returned to the original position, the returning employee will be given a like or similar position.

#### **18.05 Military Leave**

- A. Any employee who enters any of the Armed Forces of the United States or the reserves thereof and who returns from such service with other than dishonorable discharge, will be re-employed by the Board in the same or similar position held at the time of entering the Armed Forces.
- B. Application for reinstatement must be made no later than ninety (90) days after discharge or release from the Armed Forces.
- C. Years of absence for military service shall be counted for the purposes of placement on the salary schedule. For salary purposes, the total months of duty shall be divided by twelve (12) and salary credit given for each full year of service. A partial year of eight (8) months or more shall be counted as a year for salary purposes.

#### **18.06 Family/Medical Leave**

- A. Employees may be eligible for the benefits provided for under the federal Family/Medical Leave Act of 1994. For further information concerning this Act, contact the Personnel Department.

- B. Such leave shall provide for twelve (12) weeks of maintenance of medical benefits while an employee is on an unpaid leave of absence and such absence is a result of illness or injury to the employee or to a member of his/her family.

**18.07 Peace Corps/AmeriCorps/Foreign Assignment Leave**

- A. A leave of absence without pay up to two (2) years will, upon the approval of the Superintendent, be granted to any employee who joins the Peace Corps, AmeriCorps, or participates in foreign exchange.
- B. Employees returning from one of the above programs shall be returned to a like or similar position.

**ARTICLE 19 – CATASTROPHIC AND NON-CATASTROPHIC LEAVE**

**19.01** When an employee of the school district who is absent due to a non-catastrophic or catastrophic long term illness/accident to themselves or that of their spouse or children (children is defined as a biological, adopted, foster child, stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and incapable of self-care because of a mental or physical disability) has exhausted all of his/her accumulated sick leave, personal leave, and vacation, and is not yet eligible for STRS or SERS disability, other employees of the district may donate the dollar equivalence of up to five (5) days per request of their accumulated sick leave. In the case of a high-risk pregnancy, catastrophic leave may only be used until the birth of the child or the pregnancy is terminated. Any OAPSE bargaining unit member may donate to any other OAPSE bargaining unit member.

- A. The calculation of donated days for this purpose is a day for a day, regardless of any differences between the number of hours worked between employees. Any unused donated days will be returned to the employee who donated days.
- B. The date of the letter to the applicant from SERS stating SERS has determined that the person qualifies for disability benefits is the date used for Personnel and Payroll purposes as the official date of disability determination eligibility. The qualifying person is given until the end of the month of the eligibility letter to use donated days. Any sick leave days that were donated but not used are returned to each employee who donated the day(s).
- C. Employees with a catastrophic diagnosis/prognosis resulting in disability, life-threatening, or terminal illness, will have their eligibility reviewed at 120 service days from the original date of application. Employees will reapply with current documentation. The Treasurer's Office will inform the Director of Personnel when the employee approaches 100 days.
- D. Employees with a non-catastrophic diagnosis/prognosis are limited to 30 service days of donated sick leave days. Prior to the end of the 30 service days, if the illness or accident warrants it, an employee can request a review and extension of the donated days. The employee will reapply with current documentation.
- E. When an employee's sick leave is below twenty (20) accumulated sick days, the Payroll Department will notify the employee and the Personnel Department that the employee's sick leaves are about to be exhausted.
- F. The Personnel Department will initiate donations of sick leave days to an absent employee no later than the pay period in which the employee's sick leave days are exhausted. As donated sick leave days are used, the staff member will receive written confirmation. The Treasurer's Office will use donated sick leave days in the order they are received.

- G. Employees qualifying under this section will continue to receive their regular salary/wages. Salary/wages is defined as regular gross wages. The employee will stay at the same benefit level he/she had prior to using donated days.
- H. An employee must exhaust all accrued and current sick leave, personal leave, and vacation before using donated days.
- I. An employee can request a review and extension of the donated days. The number of extended donated sick leave days that an employee can receive is limited to 30 workdays in a one year period from the date of initial use unless the diagnosis/prognosis indicates disability, life-threatening or terminal illness.
- J. Approval for an employee to receive donations or a review of eligibility (see B or C) under this program will be decided by the Director of Personnel and Employee Relations. When the Director of Personnel and Employee Relations denies a request for catastrophic/non-catastrophic leave, the employee may appeal the decision to a committee composed of the President of each employee organization (OAPSE, BFT, BASA) and the Director of Personnel and Employee Relations. This committee's decision shall be final and binding and is not subject to the grievance procedure.

## **ARTICLE 20 – EMPLOYEE EVALUATION**

**20.01** The major purpose of the Berea City School District's Classified Evaluation Program is to provide for a systematic review and evaluation of an employee's performance in order to maintain a quality school system and provide a comprehensive evaluation program for employees. This program is committed to the principle of continuous improvement.

The four major objectives of this comprehensive evaluation program are:

1. To provide a formal process for the evaluator and employee to reflect on the employee's performance, strengths, areas for growth, and continued development.
2. To provide avenues for effective communication about employee job performance and to foster employee job satisfaction.
3. To provide performance data on which to base decisions on assignment, transfer, promotion, and/or continuing employment.
4. To provide a continuous record of service for each employee.

**20.02** **Newly Hired Probationary Employees (new to the District)**

Newly hired employees shall serve a probationary period of six (6) working months from the date of employment and shall be evaluated at the end of the first, third, and sixth months of service. Each new employee shall be evaluated by his/her immediate supervisor. The evaluation shall indicate satisfactory and unsatisfactory job performance to assist the employee in successfully completing his/her probationary period. A final probationary evaluation at the end of the sixth, or annual review, whichever comes first, will indicate satisfactory or unsatisfactory performance.

A newly hired probationary employee shall be subject to disciplinary action including termination and shall have no recourse through the grievance procedure except as provided by law.

Upon successfully completing his/her probationary period, a newly hired employee's seniority shall be his/her date of hire.

**20.03 Probationary Period for Current Employees**

Current employees who change job descriptions shall have a probationary period of six (6) working months from the employment date in the new position. The employee serving this probationary period shall retain all contractual rights and privileges granted to a regular employee. The employee is expected to demonstrate the necessary skills required for the position.

Employees who change job descriptions will be evaluated at the end of the first, third, and sixth month/annual review whichever comes first, and will receive a final probationary evaluation.

**20.04 Regular Employees**

Regular employees shall be evaluated not less than once per fiscal year. The annual employee evaluation can be done on any regularly scheduled workday between July 1<sup>st</sup> and June 30<sup>th</sup>.

**20.05** A conference shall be provided between the employee and his/her immediate supervisor in order to review the contents of the evaluation. A request for such conference shall be accomplished as soon after completion of the evaluation as is practical. If appropriate, the supervisor will indicate recommendations for improvement in order to remediate the unsatisfactory performance.

**20.06** The employee shall have the opportunity to respond and/or submit a rebuttal on the written evaluation. He/she shall sign the original completed evaluation. Each employee shall receive a copy of his/her completed evaluation. An employee's refusal to sign his/her evaluation will be so noted. An employee's signature does not indicate agreement with the evaluation.

**20.07** Each nutrition service employee shall be evaluated not less than once a year. Evaluations will be conducted jointly between the Supervisor of Nutrition Service and the on-site nutrition service manager. The evaluation form will include the name of the manager, but only the Supervisor of Nutrition Service will sign the form.

**20.08** Each custodial employee shall be evaluated not less than once a year. Evaluations will be conducted jointly between the Supervisor/Assistant Supervisor of Buildings & Grounds and the head custodian. The evaluation form will include the name of the head custodian, but only the Supervisor/Assistant Supervisor of Buildings & Grounds will sign the form.

**20.09** The provisions of this section are not subject to the grievance procedures as defined in this Agreement.

**ARTICLE 21 – INTERVENTION/IMPROVEMENT PLAN**

**21.01 Intervention/Improvement Process**

- A. When a regular employee needs improvement in an area(s) of job performance, the immediate supervisor and the employee may develop a written plan for intervention/improvement.
- B. The purpose of the intervention/improvement plan is to assist the employee in identifying the specific area(s) that needs improvement and to offer the employee a means of support for improving job performance.
- C. If sufficient improvement does not occur within the timeline specified within the intervention/improvement plan, then the supervisor may initiate further action.
- D. The written intervention/improvement plan should include:
  - statement of issues(s)

- goal(s)
- action steps
- timeline
- resources needed
- evidence of goal achievement
- employee comments
- administrator comments
- signatures of employee and supervisor

Note: A written intervention/improvement plan will be included in an employee's personnel file. See Appendix for Intervention/Improvement Process form.

- E. The provisions of this section are not subject to the grievance procedure as defined in the agreement.

## **ARTICLE 22 – DISCIPLINE**

- 22.01** The Board may impose discipline up to and including dismissal of an employee when performance or behavior has failed to meet satisfactory or required levels.
- 22.02** Discipline shall only be imposed for cause. Unless the welfare of students, other employees, and/or the district is adversely affected, discipline shall be progressive in nature consisting of verbal and/or written warnings by the immediate supervisor before a suspension or termination is imposed. Disciplinary actions of more than two years old will not be used against an employee unless they represent a continuing pattern of offenses.
- A. Any employee upon whom suspension, reduction or termination is to be considered or imposed shall receive the following:
1. A written notice of the alleged charges including times, dates, and locations of the chargeable actions or omissions.
  2. A statement of the employee's right to representation.
  3. A reasonable time to prepare or respond before the hearing.
  4. The right to present evidence and respond to the charges.
  5. A written decision from the supervisor/administrator.
- B. Any employee upon whom suspension, reduction, or termination is recommended shall receive written notice specifying the date, time, and purpose of the disciplinary hearing with the Superintendent. This hearing shall occur before any disciplinary recommendation is made to the Board of Education.
- C. An employee who alleges that he/she has been disciplined without cause shall have recourse through the grievance procedure. Such an appeal shall begin with the first written step of the grievance procedure. An employee who has been suspended, reduced, or terminated by the Board of Education and wishes to appeal that suspension, reduction, or termination shall have recourse only by utilization of Step 3 of the grievance procedure, which must be submitted within fifteen (15) working days of the official action. A newly hired probationary employee shall be subject to disciplinary action including termination and shall have no recourse through the grievance procedure except as otherwise provided by law.

- D. Disciplinary action and/or the disciplinary conference shall be initiated within twenty (20) workdays from the date the alleged infraction is known and verified.

## **ARTICLE 23 – CONFLICT RESOLUTION & GRIEVANCE PROCEDURES**

### **23.01 Conflict Resolution**

If an employee has a difference with another employee, the employee should go to the site administrator and seek conflict resolution. If the problem involves the administrator, it should be referred to the Director of Personnel and Employee Relations.

### **23.02 Grievance Definitions**

- A. Grievance: A grievance is a complaint by one or more employees of an alleged violation, misinterpretation or misapplication of the terms of this labor contract and shall include claims that an employee has been reduced in pay or position, suspended, removed, transferred or laid off in violation of provisions of this agreement.

Municipal Civil Service Commission jurisdiction is limited by agreement of the parties to those matters specified in Ohio Revised Code, Section 4117.08(B). It shall have no jurisdiction in cases of reductions, suspensions, removals or lay-offs, nor in any matter except those specified in Ohio Revised Code, Section 4117.08(B).

- B. Administrator/Supervisor: Any person for whom the Ohio Association of Public School Employees is not the representative as delineated in Article 1, C.
- C. OAPSE Representative: A field representative of the Ohio Association of Public School Employees who is assigned on a permanent basis to the Berea City School District or his/her designee.
- D. Grievance Representative: An employee who is selected by the Union to act as its representative for the purpose of processing grievances.
- E. Grievant: An employee, or a group of employees, who file a complaint.
- F. A grievance may be filed by OAPSE when there is an allegation that it has been adversely affected by a violation, misinterpretation, or misapplication of a provision set forth in Article 5: Association and Employee Rights.
- G. Working Day: Any scheduled working day for the employee (or employees).

### **23.03 Grievance Procedure**

- A. General
  1. The grievance process begins with a request for an informal meeting. The request must be within twenty (20) working days of the date the grievant knew or should have known of the occurrence giving rise to the grievance, or it shall no longer exist.
  2. Nothing contained herein shall interfere with an employee's rights to meet voluntarily with Administration.
  3. The parties may, upon mutual agreement in writing, extend the time limits at any step of the grievance procedure.

B. Informal Level

Within time limits set in 23.03A of this Article, an employee with an alleged grievance should discuss the grievance with his/her immediate administrator or supervisor. The employee shall indicate that the meeting is an informal grievance. Either party may have a representative present. Within ten (10) working days, the administrator will meet with the employee. Every effort should be made to resolve the problem. This meeting shall be outside of the normal scheduled working hours of the grievant. Within five (5) working days of the informal meeting, if the grievant(s) is not satisfied with the discussion and/or resolution at the informal level, the grievant(s) shall file his/her alleged grievance in writing, on the appropriate form, with his/her immediate supervisor. The Grievance Form must be signed by the Local President.

C. Steps of a Grievance

1. STEP 1

Written level (See Appendix for form). If the grievance representative and the immediate supervisor mutually agree, the Step 1 hearing may be conducted by another administrator. Within ten (10) working days of receipt of a written grievance, a formal hearing shall take place, unless mutually extended by the parties. This meeting shall be outside of the normal scheduled working hours of the grievant. Each party may have present a representative of his/her choosing. Within five (5) working days of this meeting, the supervisor and/or administrator will answer the grievance in writing to the employee. If the grievant is not satisfied with the resolution at the previous level, he/she may appeal.

2. STEP 2

a. Appeal Level

- 1.) This appeal shall be in writing to the Director of Personnel within five (5) working days of receipt of the previous level decision. Within ten (10) working days of receipt of notice of the appeal, the Director of Personnel will hold a meeting with the grievant and his/her representative. The Director of Personnel will answer the grievance in writing to the employee within ten working days, unless extenuating circumstances cause a delay.
- 2.) Within five (5) working days of the receipt of the Step 2 answer, and if the grievant and OAPSE are not satisfied with the disposition of the grievance, it may be moved to the problem solving step if mutually agreeable to the Administration and OAPSE. A decision to move to problem solving will be made within five (5) working days of the Step 2 answer. This step will be added before Step 3 and only after Step 2 has been completed.

b. Problem Solving

A group comprised of the Superintendent, Director of Personnel, the administrator involved at Step 1, the OAPSE President, the OAPSE grievance representative, and the grievant (others as mutually agreed upon) will attempt to resolve the issue through the problem solving process. The meeting shall take place within fifteen (15) working days of agreement to move to this step. Within twenty (20) working days of the meeting, the Superintendent will write a disposition.

This step is also recommended when OAPSE or the Administration has stated its intention to file an Unfair Labor Practice.

If no resolution to the grievance can be reached at the problem solving step, the grievant and

OAPSE, within fifteen (15) working days may submit the grievance to the Director of Personnel and Employee Relations for a Step 3 hearing.

3. STEP 3

Binding Option

- a. The OAPSE Field Representative or Union designee and the Director of Personnel and Employee Relations will confer within thirty (30) working days to submit a mutual request to the Federal Mediation and Conciliation Service or other mutually agreed upon mediation service for the list of arbitrators from which an arbitrator shall be selected.
- b. The arbitrator shall be selected by each party, by alternately striking names until only one remains. If either party deems all names on the first list to be unacceptable for the case, a second list of names shall be mutually requested in writing by both parties.
- c. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the Federal Mediation and Conciliation Service or other mutually agreed upon mediation service.
- d. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. At the arbitration hearing and in all matters pertaining to the arbitration, the parties may be represented by legal counsel.
- e. All costs and expenses for the services of the arbitrator and any costs and expenses for the services of the Federal Mediation and Conciliation Service or other mutually agreed upon mediation service shall be borne equally by the Board of Education and OAPSE. All other costs in connection with the arbitration shall be the responsibility of the party incurring the cost. Only those individuals involved at any prior level of the grievance procedure plus counsel and witness will be permitted to attend the hearing without loss of pay. The hearing will be held during the regular business hours of the Board of Education.
- f. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this contract, will be accepted as final by the parties to the dispute and both shall abide by it.

## ARTICLE 24 – PERSONNEL FILE

**24.01** The personnel file of each employee will be maintained in the office of the Director of Personnel and Employee Relations. This file shall be the official file and will be confidential.

**24.02** Access by the Employee

A. An employee shall have the right to examine the material in his/her personnel file. The employee does have the right to review the report submitted by the Bureau of Criminal Identification and Investigation as a result of the new employee's criminal record check. This record will be kept separately from the personnel file. Employees may obtain a copy of their BCI report upon written request to the Director of Personnel and by picking up the sealed copy, in person, at the Personnel Department. The personnel file contains the employee's application, evaluations, personnel information related to assignment, salary, contract, and other related employment documents. Medical information, employee's BCI report and confidential financial information is kept separately in a confidential file. Social Security numbers are not public information and will be deleted on copies made for anyone other than the employee. The examination of the personnel file shall occur outside of the employee's workday. The employee is entitled to have a representative of his/her choosing accompany him/her during such review. If no prior

appointment has been made, an employee should be prepared to wait to examine his/her file when Personnel Department staff are engaged in other assigned tasks.

- B. An employee may request copies of items in her/his personnel file by paying the established copying charges in effect at that time.
- C. Any person who places written material in an employee's personnel file must sign and date that material. The employee's signature does not necessarily represent agreement with the contents of the report. Refusal to sign will not prevent the document from being placed in the personnel file and will be noted on the document by the author of the report. An employee shall have the right to submit a rebuttal statement or addendum to any material placed in his/her personnel file.
- D. Any written evaluations, observations, appraisals, and letters of disciplinary nature that are entered in an employee's personnel file must make a provision for the employee's signature. Such signature does not necessarily represent agreement with the content of the report. If an employee declines or refuses to sign the report, it shall be so noted by the author of the report. An employee shall be provided with a copy of any written material placed in his/her personnel file.
- E. An unofficial file containing copies of material in the official file may be maintained in the office of the appropriate supervisor. The file shall be maintained in a safe and secure area. The employee may request to view this file.

#### **24.03 Access by Others**

- A. Should there be a request by someone other than Berea School Administration to review a personnel file, a written request shall be submitted to the Director of Personnel and Employee Relations.
- B. When no appointment has been made for the review, the person should be prepared to wait to examine the file as Personnel Department staff may be engaged at another task, and time must be taken to redact material, which is inappropriate for viewing.
- C. A written request (see Appendix) shall be submitted to the Director of Personnel and Employee Relations by someone requesting a copy of a personnel file other than a Berea School Administrator. State and federal law will govern access to personnel files. The copy of the file will be available for the individual at the end of the workday or may be mailed to them the following day. The cost of mailing and copies will be borne by the individual making the request. The employee will also receive a copy of the material provided to the individual. Copies of multiple files may take longer.
- D. The Director of Personnel and Employee Relations shall notify the employee when the Access to Personnel File Form is completed. Whenever possible, when the employee is working in the district, the viewing of the file will be scheduled for the end of the workday after school hours so the employee can be present. The employee is entitled to have a representative of his/her choosing accompany him/her during the review. During the viewing of the file, if the employee is not present, a member of the personnel office will be present to ensure the security of the personnel file.

- 24.04** An employee shall have recourse through the grievance procedure to request modification or removal of materials from his/her personnel file.

## ARTICLE 25 – CLASSIFICATION ADDITIONS & CHANGES

### ARTICLE 26 – FRINGE BENEFITS

#### 26.01 Life Insurance

- A. The Board of Education will pay the cost of group life insurance based on the schedule below for each employee who elects to receive it.
- B. All classified employees will be eligible for \$30,000 in term life insurance. The Board will pay in full the cost of term life insurance for each employee electing to have this coverage.
- C. Current Base Salary Greater than \$30,000:  
  
The employee will be eligible for an amount equal to the full thousand of salary in life insurance coverage; (i.e. \$32,310 = \$32,000 of insurance).
- D. Employees may elect to purchase at their own expense, at time of employment, or during open enrollment, an additional \$80,000 of term life insurance through the payroll deduction plan in increments of \$10,000.

#### 26.02 Medical Insurance

- A. Medical Insurance Plan
  - 1. The Board will make available the Berea City School Base Medical Insurance Plan as outlined in the Appendix of this contract.
  - 2. Each full-time employee who chooses single coverage will pay 10% of the monthly cost per month without participating in the Healthy Living wellness plan, and 8% of the monthly cost per month if participating in the Healthy Living wellness plan. An employee whose spouse is eligible for and entitled to benefits elsewhere and he/she elects to participate in the Berea Base Medical Insurance Plan the employee will pay 18% for a family plan without participating in the wellness plan or 14% for a family plan if participating in the wellness plan. This requirement does not apply to any employee's spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

NOTE: A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

- 3. Each part-time employee who is regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per school year who chooses medical insurance will pay 38% of the full monthly cost without participating in the wellness plan or 36% of the full monthly cost if participating in the Healthy Living wellness plan. An employee whose spouse is eligible for and entitled to benefits elsewhere and he/she elects to participate in Berea Base Medical Insurance Plan, the employee will pay 46% for a family plan without participating in the Healthy Living wellness plan, or 42% for a family plan if participating in the Healthy Living wellness plan. This requirement does not apply to any employee's spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

4. Each part-time employee who is regularly scheduled to work under fifteen hours per week who chooses medical insurance will pay the full monthly premium.
5. There are two (2) required activities a member and spouse must complete for a member to be considered participating in the Healthy Living wellness plan. A member, if taking a single plan, or a member and their spouse if taking a family plan and covering the spouse, must enroll in the on-line program and participate in a Biometric screening within ninety (90) days of July 1<sup>st</sup> of each year.

Formulary means: A list of drugs covered under our drug plan. The list was reviewed by an independent group of practicing doctors and pharmacists, and it contains drugs made by most drug companies. It includes drugs for many covered conditions.

Non-formulary means: All other drugs not in a generic version, or not found within our list of drugs covered under our plan.

B. Bus Drivers

1. Bus drivers and transportation assistants who average six (6) hours of driving time (including field trips) per day (based on 188 days) during the previous school year will, for the purposes of health care benefits, be considered full-time employees during the next school year and will pay for their health benefits according to the guidelines for employees receiving full-time benefits.
2. Eligibility for benefits for each succeeding school year will be based on the total hours worked in transportation (based on 188 days) during the preceding school year. A new bus driver or new transportation assistant hired into the district at a six (6) hour or greater route shall for purposes of health care benefits, be considered full-time employees for the current school year and will pay for their health benefits according to the guidelines for employees receiving full-time benefits.

**26.03 Dental Insurance**

The Board will make available the Dental Insurance Program as outlined in the Appendices of the contract. The Board of Education will pay the full cost of single employee coverage for the Dental Program Insurance for full-time\* employees.

- A. For part-time employees who are regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per fiscal year, the Board will pay two-thirds (2/3) of the cost of employee coverage for the Dental Insurance Program.
- B. The Board will only pay the amount of single coverage for employees who elect family coverage. The amounts over the Board allotment will be paid on a payroll deduction basis.

\*A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

**26.04 Vision Care Insurance**

- A. The Board of Education will make available the Berea City School District Vision Insurance Program as outlined in the appendices. The employee may elect single or family coverage. The Board will pay the full cost for each full-time employee\* who elects single coverage. The amounts over the Board allotment will be paid on a payroll deduction basis.
- B. For part-time employees who are regularly scheduled to work 15-29 hours per week for twelve (12) weeks or more per school year, the Board of Education will pay two-thirds (2/3) of the cost of employee coverage.

**26.05** Benefit coverage for a full-time or part-time employee whose hours are involuntarily reduced will continue until the last day of the month in which the hours were reduced.

**26.06** A full-time employee with five or more years of service whose hours are involuntarily reduced shall retain his/her benefit coverage up to and including August 31 or the day preceding the first day of the next school year whichever occurs first.

**26.07** The Board may change health care provider(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present health care provider(s). The OAPSE Presidents shall be notified thirty (30) days in advance of any proposed change in carrier(s).

**26.08** **Claims Problems**

Any employee who has an insurance claim problem should contact the plan administrator

**26.09** **Married Couples Both of Whom Are Employed by the Berea City School District**

Married couples both of whom are employees of the Berea City School District will pay 10% without participating in the Healthy Living wellness plan or 8% if participating in the Healthy Living wellness plan, of the monthly cost of single coverage for their family coverage of the medical program as listed below:

1. One of the two medical insurances (the couple must decide which one at enrollment time).
2. One of the two family hospitalization insurances (the couple must decide which one at enrollment time).
3. The Dental family insurance program
4. The Vision family insurance program
5. Life insurance for both
6. Professional Liability Insurance for both
7. Will be responsible for family plan co-pays, deductibles, and out-of-pocket max.

\*A full-time employee is a regular employee who is regularly scheduled to work at least thirty (30) hours per week for twelve (12) weeks or more per school year.

**26.10** **Health Benefits Committee**

A. OAPSE and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to cause the health benefits program to become more cost efficient without reducing services or benefits. The committee will include equal representation from the Ohio Association of Public School Employees, the Berea Federation of Teachers and the Administration. This committee will be ongoing during the life of this negotiated agreement.

B. This committee will meet as needed and will include, but not be limited in its studies to the following areas:

- Developing an understanding of the health benefits program.
- Identifying, developing, and implementing various options to reduce the costs associated with the program which do not affect the schedule of benefits located in the Appendix of this contract.
- Developing strategies which, if implemented, will reduce the costs within the program.
- Implement a quarterly health care report relative to the BCSD health care programs.

C. The OAPSE members on the committee will be empowered to make decisions regarding the development of the committee's recommendation regarding the health benefits program.

D. Wellness Program as required by Ohio Revised Code

The Ohio Association of Public School Employees (OAPSE) members on the committee will be empowered to

make decisions regarding the development of the committee's recommendations regarding the medical benefits program. These recommendations will be reviewed by the BCSD union presidents group to determine if they are to be voted on by the members of each of the bargaining units. If the recommendations are contrary to provisions of this contract, then following ratification by the OAPSE membership and the Board, the committee's recommendations will be written up in the form of a Memorandum of Understanding.

**26.11 Tax Sheltering Flexible Benefit**

- A. The Berea City School District and the Ohio Association of Public School Employees Locals 213, 473, and 656 agree to participate in the Berea City Schools 403(b) Plan. This plan allows employees to tax shelter costs that they pay for insurance, non-reimbursable expenses, and child/dependent care expenses. The Board will make this plan available to the employees under the following guidelines.
- B. Employees will have the option to tax shelter any of the costs (payments) currently deducted from their pay for medical, dental, vision benefits, and life insurance.
- C. Employees will have the option to participate in the tax-sheltering plan for both child/dependent care expenses they incur as well as non-reimbursable medical expenses (includes insurance deductibles, co- insurance, and medical and dental expenses not covered by insurance).

This salary reduction plan will not affect the SERS contributions made for employees.

**ARTICLE 27 – SUPPLEMENTAL PAY**

**27.01 Mileage**

- 1. Classified employees who are required to use their personal automobiles during the workday to drive between assignments within the same specific classification, but in a different building, shall be paid the mileage rate that is established by the Internal Revenue Service. This rate shall be paid upon receipt of the documented mileage form.
- 2. Classified employees assigned by Administration to work in more than one (1) building per day will be paid the IRS mileage rate between their assigned buildings. Travel time will be mutually agreed upon between the administrator and the employee and will be paid at the employee's regular rate of pay.

**27.02 Nutrition Service**

- A. Building Permit Rates – Nutrition Service employees who accept or are assigned Building Permit duty shall receive \$16.00 per hour, for a minimum of two (2) hours.
  - 1. If acceptance or assignment of permit duty causes an employee to exceed forty (40) hours in a workweek, Sunday – Saturday, the employee shall be and time and one-half (1.5) for the hours in excess of forty (40) hours.
  - 2. The rate to be used for computing the hours which exceed forty (40) when regular hours and building permit hours are combined for employees not regularly scheduled for forty (40) hours will be compensated at a rate of one and one-half (1.5) times the employee's regular rate of pay or one and one-half (1.5) times the Building Permit Rate, whichever is higher.
  - 3. Scheduling:
    - a) Building permit duty will first be offered to the Nutrition Service employees at the

building where it is scheduled.

- b) If the manager declines the permit duty, it shall be offered to the most senior Nutrition Service employee in that school who has the necessary skills.
- c) The permit duty shall continue to be offered to each Nutrition Service employee at that school who has the necessary skills until it is accepted or everyone refuses the assignment.
- d) If all the Nutrition Service employees in a school refuse permit duty scheduled in their building, the Supervisor of Nutrition Service will attempt to find a Nutrition Service employee from another school who is interested, assign a substitute Nutrition Service employee, or assign the least senior Nutrition Service employee in the school district who has the necessary skills.

**B. Sanitation Certification**

The following classifications of employees shall receive a yearly stipend for completion and maintaining the Nutrition Service sanitation certificate (or equivalent) approved by the Cuyahoga County Board of Health:

Manager	\$200.00
Assistant Manager	\$150.00
Hourly Nutrition Service	\$100.00

In order to be paid the above listed stipends, a copy of the current sanitation certificate must be on file with the employee's supervisor.

**27.03 Boiler Operator's License**

The following classification of employees shall receive a stipend of \$600.00 upon the initial securing of a Boiler's Operator's License and filing it with the employee's supervisor. The stipend for the Boiler Operator's License after the first year shall be at the rate of \$350.00 annually.

Head Custodian	Head Skilled
Asst. Head Custodian	Asst. Head Skilled
Custodian #2	Maintenance #2
Custodian #1	Maintenance #1

- A. Assistant Head Custodians hired without a Boilers Operator's License will have eighteen (18) months to obtain the license. If the Assistant Head Custodian does not obtain the license in the required time, that person will return to the first vacant custodial position available.
- B. A copy of a current Boiler Operator's license must be on file with the employee's supervisor.
- C. During each odd calendar year, the Buildings & Grounds Department will make available the opportunity for ten (10) employees to take the Boiler Operator's License Course. There will be no cost to the employee to take this course. Costs for taking the test will be the employee's responsibility. If there are more than ten (10) employees during the calendar year who wish to take this course, then those with the longest seniority in the district will be provided with the option.

\*If the initial Boiler Operator's License is secured and on file by June 1<sup>st</sup> of the initial year, the stipend shall be paid on or about June 15<sup>th</sup>. If the initial Boiler Operator's License is secured and on file after June 1<sup>st</sup>, but before December 1<sup>st</sup>, the employee shall receive \$300 on or about December 15<sup>th</sup>.

**27.04 Financial Administrative Assistant**

One administrative assistant in each school that does not have an Assistant Bookkeeper, the Summer Camp Office Assistant, each full-time Community Services office person handling early childhood education, the Bookkeeper, and each Assistant Bookkeeper will be designated financial administrative assistant and shall receive an annual stipend of \$250.00.

**27.05 Equipment Allowance**

- A. The employees listed below shall receive an equipment allowance in the amount specified. The employee must have been on the payroll prior to September 1<sup>st</sup> in the current school year in order to receive the full allowance. The annual allowance will be made available on the first pay in October of each school year. Employees who were hired after September 1<sup>st</sup>, will receive their allowance within the first two months of employment based on the number of months worked.

Group One: Bus mechanics shall receive allowance not to exceed \$425.00 per year.

Group Two: All maintenance employees and the mechanic helpers shall receive an allowance not to exceed \$225.00 per year.

- B. The intent of the equipment allowance is to provide funds to employees for the purpose of purchasing tools or related equipment of their trade or insuring tools of their trade, which are owned by the employee and brought into the job and used for the benefit of the school district. This equipment may be part of the qualifications for the job classification. Boots, shoes, and clothing are not included in this reimbursement and are to be obtained through the uniform allowance. See Article 28.
- C. If an employee who has received the annual allowance, leaves employment with Berea City School District prior to the end of his/her contracted year, he/she will be required to have the pro-rata allowance for the part of the year he/she did not complete deducted from his/her final pay.
- D. Any tools needed to perform the duties of the Communication Specialist position will be provided by the IT Department.

**27.06 Additional Training**

- A. The Board of Education shall provide a stipend of \$40.00 per year to an employee for each thirty (30) clock hours of training he/she successfully completes. For training courses/classes initiated after July 1, 2007, the Board of Education shall provide a stipend for \$50.00 per year to an employee for each thirty (30) clock hours of training that he/she successfully completes. Courses/classes that are acceptable under this section must be related to skills needed in the employee's classification.
- B. Employees shall request written approval from their department supervisor, building administrator, or Director of Personnel in advance of taking the training to ensure qualification for the stipend. Forms for this purpose are available from an employee's supervisor or from the Personnel Department.
- C. Records will be kept and tallied for payment by the Personnel Department.
- D. Classified staff who receive Educational Reimbursement cannot use the course(s) toward Additional Training Stipend.
- E. School Bus Mechanics who pass ASE tests S1 through S6, meet the experience requirements, and earn a Master School Bus Technician Certification will be entitled to a \$200.00 per year stipend to be paid on or about June 15<sup>th</sup>. Note S7 is not a requirement for Master School Bus Technician status.

Required Areas of Certification:

- S1 Body Systems & Special Equipment S2 Diesel Engines
- S3 Drive Train
- S4 Brakes
- S5 Suspension & Steering
- S6 Electrical/Electronic Systems

During the Master School Bus Technician certification process, school Bus Mechanics will be reimbursed payment for the completion of each area of certification.

If the initial ASE certification is secured and on file by June 1<sup>st</sup> of the initial year, the stipend shall be paid on or about June 15<sup>th</sup>. If the initial ASE certification is secured and on file after June 1<sup>st</sup>, but before December 1<sup>st</sup>, the employee shall receive \$100.00 on or about December 15<sup>th</sup> and \$100.00 the following June.

Bus Mechanics must retain their certification and will be eligible to receive the annual stipend as long as their ASE Master School Bus Technician Certification is active.

**27.07 Bus Inspection**

The bus mechanics and mechanic helper will receive an incentive of \$500.00 to be paid on or before the last day of July of 100% of buses passing the Ohio State Highway Patrol annual inspections.

**27.08 Longevity**

- A. The Board shall provide employees with an annual longevity increment after ten years of continued service to the Berea Board of Education and annually thereafter. Service shall be deemed broken when an employee resigns, retires, terminates or is laid off beyond the recall period specified in this contract. Time spent on unpaid approved general leaves of absence or disability leave shall be deducted for the purposes of computing continuous years of service. One hundred and twenty (120) days in active pay status constitutes one (1) year of service (July 1<sup>st</sup> through June 30<sup>th</sup> of the following year constitutes one year). Longevity is based on district-wide hire date. Employees shall receive longevity pay based upon the schedule below:

For the 2022-2023 School Year and beyond:

**Years of Service Annual Longevity**

Years of Service Completed		Annual Longevity Stipend
10 Years	Beginning of 11 <sup>th</sup> year	\$275.00
12 Years	Beginning of 13 <sup>th</sup> year	\$375.00
13 Years	Beginning of 14 <sup>th</sup> year	\$625.00
17 Years	Beginning of 18 <sup>th</sup> year	\$875.00
21 Years	Beginning of 22 <sup>nd</sup> year	\$1,125.00
25 Years	Beginning of 26 <sup>th</sup> year	\$1,375.00
30 Years*	Beginning of 31 <sup>st</sup> year	\$1,625.00

\* and each year of service beyond

- B. An employee who retires or upon official resignation will be paid the longevity stipend earned during the

previous school year. In order for a retiring person to receive longevity for the fiscal year of retirement/official resignation, he/she must have completed 120 days in active pay status during that fiscal year.

- C. Longevity will be an annual payment. The annual longevity payment will be made on the first pay in October each year. The longevity stipend is determined by the employee's full or part-time status the previous school year. Full time is defined as thirty (30) hours per week for 50% or more of the employee's yearly contracted workdays (see Article 32.05). Part-time employees will receive one-half (1.5) of the longevity stipend. An employee must have worked a minimum of 120 days (July 1<sup>st</sup> through June 30<sup>th</sup>) and been in active pay status to receive a stipend.

**27.09 Maintenance and Custodial**

- A. One (1) Maintenance #1 or Maintenance #2 employee, assigned by the supervisor, will receive a stipend of \$200 for supervising the summer landscape and roofing crew. Stipend to be paid on or about August 31<sup>st</sup>.
- B. Custodial employees assigned to a five (5) day workweek, Sunday through Thursday, Tuesday through Saturday, or any other schedule involving a weekend day, will receive a stipend of \$200 to be paid on or about December 15<sup>th</sup>. In order to receive this stipend, an employee must be assigned to this work schedule for 120 workdays.
- C. The Grindstone Elementary Head Custodian will receive a stipend of \$200 to be paid on or about June 30<sup>th</sup> for the morning start-up supervision of the Administration Building.

**27.10 Payment of Stipends**

The annual longevity stipend will be paid with the first pay in October each year. Employees shall receive payment for the stipends in this section on the first pay in June except as noted above. An employee must have worked in active pay status for a minimum of 120 days (July 1<sup>st</sup> through June 30<sup>th</sup>) to receive a stipend. A team will explore options to make sure all of the classified stipends are in compliance with the Fair Labor Standards Act. Current stipends will not be reduced. Any changes made will not result in a loss of stipends.

**27.11 Supplemental Contracts**

All OAPSE employees who are granted supplemental contracts will be paid at the rate outlined in the BFT contract.

**27.12 Recertification of School Bus Driver, Mechanics and Mechanic Helpers**

- A. All school Bus Drivers in the State of Ohio must successfully complete the requirements to obtain a new Ohio School Bus Driver Certificate every six (6) years. A new certificate will be issued upon the successful completion of the following State Requirements:
  - 1. Nine (9) hours of Ohio Pre-Service School Bus Driver Training classroom instruction
  - 2. A prescribed thirty (30) hour driving performance and evaluation and review.
- B. A Bus Driver who has been granted a new certificate and can demonstrate successful participation in one or both of the above required programs will receive the following incentives:
  - 1. For successful completion of nine (9) hours Pre-Service School Bus Training Class: Incentive \$100.00.
  - 2. For successful completion of a driving performance evaluation and review: Incentive \$300.00.

NOTE: New Ohio Bus Driver Certificates can be obtained through alternative programs, which are not eligible for the above incentives.

CDL/Abstract Reimbursement

Each Transportation Department employee required to hold a commercial driver's license will

be reimbursed the cost to renew the CDL. The employee will need to furnish a receipt for reimbursement payment.

- 27.13** Each transportation employee required to hold a CDL will receive a \$100.00 incentive annually on or before the last pay in August upon verification that the BMV Driver Information reveals no violation points during that fiscal year.

**27.14** **No Child Left Behind “Highly Qualified” Requirement**

If a re-classified employee is unsuccessful after the first Para-Pro test attempt, a meeting will be held with the Director of Personnel, the Building Principal, the Local 213 President, and the re-classified employee to determine a course of action.

- 27.15** Upon receipt of a new or renewal Educational Aide Permit from the State of Ohio, the Board of Education will reimburse the cost of either the one-year or four-year permit for employees who are required to have this permit.

**27.16** **Instructional Assistants Assigned to a School Media Center**

Instructional Assistants assigned to a school media center for the majority of their work hours will be required to complete: Library Operating System training within eighteen (18) months of assignment. Training must be completed to remain in the position. Instructional Assistants assigned to a school media center who have completed the training, or who complete the training within the time indicated above, will receive a one-time stipend of \$350.00. Thereafter, an employee will receive an annual \$150.00 stipend as long as he/she remains an Instructional Assistant assigned to a school media center for the majority of his/her work hours.

**27.17** **Educational Reimbursement Fund**

- A. An Educational Reimbursement fund will be available yearly for classified employees. This fund will have in it \$10,000. Classified employees involved in furthering their education may apply to this fund for reimbursement for college courses and/or certification/training programs following evidence of successful completion of the course/program and proof of employee payment.

Reimbursement will be established based on the following ratio:

- One credit courses or approximately 15 hours of certification/training programs will be reimbursed at a maximum of \$110 or the amount not to exceed the cost paid by the employee.
- Two credit hours courses or approximately 30 hours certification/training program will be reimbursed at a maximum of \$220 or the amount not to exceed the cost paid by the employee.
- Three credit hour courses or certification/training program of approximately 45 or more hours will be reimbursed at a maximum of \$330 per course or the amount not to exceed the cost paid by the employee.
- Four credit, or more, hour courses or certification/training program of approximately 60 or more hours will be reimbursed at a maximum of \$440 per course or the amount not to exceed the cost paid by the employee.

- B. No person can apply for reimbursement for more than one course in a calendar year until all employees who intend to apply have had the opportunity to seek reimbursement. At the end of the calendar year, if the fund has not been depleted, then employees who have already been reimbursed may provide evidence of successful completion of a second course/certification/training program and seek additional reimbursement. All money remaining at the end of the calendar year will be distributed proportionately based on course expenses to all employees presenting evidence of having completed additional courses during that calendar year.

C. If the \$10,000.00 fund is not depleted at the end of a calendar year, the balance will be carried over to the next calendar year. This fund cannot be used for already established reimbursed programs such as Boiler Operator’s license, driver’s recertification, and serve-safe. Classified staff who receive Educational Reimbursement cannot use that course(s) toward the “Additional training stipend” (See Article 27.07 – Additional Training).

D. See Appendix for the reimbursement form.

**27.18** A team will explore options to make sure all of the classified stipends are in compliance with the Fair Labor Standards Act. Current stipends will not be reduced. Any changes made will not result in a loss of stipends. The district shall provide time during the employees work day to complete any training required by the district (Example: Public School Works). If the district is unable to provide time during the employees work schedule, the employee will be paid their regular hourly rate of pay to complete such training outside of their regular scheduled hours.

**27.19 New Driver Trainees**

- A. Upon recommendation by the Supervisor of Transportation, all new Driver trainees who are not fully certified to be contracted Drivers will be considered “Candidate Drivers”, and the District will bear the full expense of:
  - a. All required background checks
  - b. Fees for permit and license
- B. Payment of the above-mentioned will be made after the successful completion of one year of employment as a Transportation Driver in the Berea City Schools.
- C. The District will compensate the New Driver Trainee at the rate of base pay/hour for the Transportation Assistant (the BCDS-Salary Schedule for OAPSE Employees”) for Training with OBI. A maximum of 40 hours of training will be paid unless the OBI and the Supervisor of Transportation recommend additional time.
- D. New Driver Trainees will not be eligible for health insurance benefits until fully certified and obtaining a permanent position in the bargaining unit.
- E. New Driver Trainees can work as Transportation Assistants so long as they do not exceed 25 hours per week with combined roles of Transportation Assistant and Candidate Driver and hold a Student Monitor permit.
- F. New Driver Trainees will become regular Drivers upon becoming fully certified and will be subject to the standard probation period for new employees. They will be placed on the applicable salary schedule commensurate with any relevant experience.
- G. The New Driver Trainee will be on a limited contract for the duration of the training, if successful they would be offered a permanent Driver position, if unsuccessful the contract would end.

**ARTICLE 28 – UNIFORMS**

**28.01 Requirements for Wearing a Uniform**

All employees working in a classification that has a designated uniform shall wear said uniform in the performance of their duties. Failure to wear or properly wear and/or maintain the designated uniform may subject the employee to disciplinary action. Exceptions to the above shall be approved by the appropriate supervisor. Clothing or attachments will not display obscene or inappropriate messages.

**28.02 Uniform Requirements**

Each employee assigned to a position that has a designated uniform shall be responsible for wearing and maintaining it in a clean and neat condition with the exception of those whose uniforms are being provided and laundered.

**28.03 Head Skilled, Assistant Head Skilled, Maintenance #2, Maintenance #1, Bus Mechanics, Mechanic Helpers**

- A. The Board shall pay the full cost of providing, cleaning, and maintaining uniforms for the following classifications: Head Skilled, Assistant Head Skilled, Maintenance #2, Maintenance #1, Bus Mechanic, and Mechanic Helper.
- B. Maintenance Employees, Bus Mechanics, and Mechanic Helpers will be provided with an additional \$100.00 clothing allowance per fiscal year, to be used for the selection of uniform items from the approved list. Maintenance employees, Bus Mechanics, and Mechanic Helpers will be responsible for laundering these items.
- C. Winter coats or insulated overalls will be supplied as needed to the mechanics and mechanic helpers in the Transportation Department from the Berea City Schools uniform order form.
- D. The employees listed above will also have the option of following the uniform guideline listed in section 28.04. If the employee chooses only the provided top or bottom they will receive \$100.00 to choose the remainder of their uniform from the required list.

**28.04 Custodial, Communication Specialist, Maintenance, Nutrition Services, Bus Drivers, Transportation Assistants, Transportation Dispatcher, and Transportation Routing Coordinator**

Each custodial, communication specialist, maintenance, nutrition services, bus driver, transportation assistant, transportation dispatcher, and transportation routing coordinator will receive a \$200.00 yearly uniform allowance. The employee must have been on the payroll prior to September 1<sup>st</sup> in the current school year in order to receive the full \$200 allotment. The annual payment allowance will be made available to these employees on the first pay in October of each school year. Employees who were not employed as of September 1<sup>st</sup> will receive a pro rata share as a one-time payment within the first two months of employment based on the number of months worked.

- 1. Each employee shall be given the opportunity to select the garments they need from the Berea City Schools designated uniform list.
- 2. A representative from each employee group will be selected by their Local President to serve on the uniform selection committee each year.
- 3. Employees listed above are required to wear a uniform shirt/top from the approved uniform order form. The value of the items selected from the designated uniform order form list will be deducted from the \$200.00 allowance. Any amount left after the deduction will be issued to the employee through payroll as described above. These items must be ordered within the first two months of the school year. The following items are required:
  - Tan, black, and/or blue pants
  - Tan, black, and/or blue denim jeans (No rips or tears)
  - Tan, black, and/or blue shorts with 9" inseam
  - Approved slip-resistant safe shoes/boots

**ARTICLE 29 – HOLIDAYS**

- A. The number of hours paid for holidays is based on the actual guaranteed hours worked on the day of the week the holiday falls. Holidays that fall outside of the employee's normal workweek will be paid their hours based on the hours of the employee's first day of their regular workweek. Holiday pay is the regular daily/hourly rate of pay.
- B. In order to be compensated for a holiday, the employee must accrue earnings on his/her preceding and next

following scheduled workdays before and after such holiday, or was properly excused from attending work on either or both of these days.

**29.01 Nine and Ten-Month Employees**

Employees scheduled to work for no more than 226 days, July 1 through June 30, performing their regular duties, shall be guaranteed time off with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	One Friday in March/April**

**29.02 Twelve Month Employees**

Employees scheduled to work 227 through 261 days will be guaranteed time off with pay for the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Presidents' Day	One Friday in March/April**
Memorial Day	Christmas Day
Juneteenth Day	Extra Day at Christmas* **
Independence Day	Extra Day at New Year's* **
Labor Day	

\*When the holiday falls on Saturday, holidays will be Thursday and Friday. When the holiday falls on Sunday, the holidays will be Friday and Monday.

\*\*As specified on the school calendar.

**29.03 Required Work on Holidays**

In the event any employee is required to work on any paid holiday, the employee shall receive their regular pay plus their holiday pay. Exceptions to this provision are Thanksgiving, Christmas, New Year's Day, Memorial Day, and Independence Day. Employees required to work on one of these days shall receive holiday pay plus twice their regular rate of pay for all hours worked.

## **ARTICLE 30 – VACATIONS**

**30.01** Classified personnel employed on the twelve (12) month contract shall receive vacation pay as follows:

- A. After one (1) year of service (anniversary date\*) the employee will receive 10 days of vacation with pay. Five (5) days may be scheduled during the school year.
- B. After each of the second (2nd), third (3<sup>rd</sup>), fourth (4th), and fifth (5th) years of service (anniversary date\*) the employee will receive ten days of vacation with pay.
- C. After the sixth (6th) year and through the tenth (10th) year of service (anniversary date\*) the employee will receive fifteen (15) days of vacation with pay.
- D. After ten (10) years of service through the nineteenth (19th) year of service (anniversary date\*) the employee will receive twenty (20) days of vacation with pay.
- E. After completing nineteen (19) years of service (anniversary date\*) the employee will receive twenty (20) days of vacation plus one additional vacation day for each additional year of service to a maximum of twenty-five (25) vacation days. See chart below.

F. Vacation time is earned at the anniversary date\*, and the vacation taken during the next year of employment is subject to the regulations listed in Articles 30.01 through 30.06

\*Anniversary date: A year from the date of employment. Example: An employee hired on February 15<sup>th</sup> has his/her anniversary date one (1) year later on February 15<sup>th</sup>.

<b>Years of Service Completed (anniversary date*)</b>	<b>Days of Vacation</b>
0-1 years of service	5 days*
1-5 years of service	10 days
6-9 years of service	15 days
10-18 years of service	20 days
19 <sup>th</sup> year of service	21 days
20 <sup>th</sup> year of service	22 days
21 <sup>st</sup> year of service	23 days
22 <sup>nd</sup> year of service	24 days
23 <sup>rd</sup> year of service	25 days
Over 23 years of service	25 days

\*Employees must work 4 months before a vacation day is earned. After that, a vacation day will be earned every 2 months thereafter in the first year.

G. With the approval of the supervisor or his/her designee, employees shall have the option of using vacation one day at a time, to be scheduled at least three (3) days in advance.

H. The maximum number of carry-over vacation days for a classified employee who has earned vacation days (based on his/her years of service) will be as follows:

<b>Days of Vacation Earned</b>	<b>Maximum days carry-over to next year of service</b>
10	5 days
15	5 days
20	10 days
25	15 days

The carry-over days will not be cumulative

A Request to Carry-over Vacation Days form must be filled out and sent to the Payroll Department at least 30 days prior to the employee's vacation anniversary date.

Upon request, an employee may elect to receive compensation for up to five (5) unused vacation days. Such request must be submitted in writing to the Treasurer's office by the employee on or before the employee's anniversary date.

I. In the event of death of a classified employee, the payment that the Board would have paid the eligible employee as vacation pay shall be paid to the estate of the deceased in accordance with the law.

**30.02 Bookkeeper, Asst. Bookkeeper, Communication Specialist, Administrative Assistant to the Assistant Superintendent, Administrative Assistants (12 month), Technology Assistant, Office Assistant (12 month), Technology Specialists (12 month)**

A. These 12-month employees' vacation dates are subject to the approval of the administrators for whom they work.

B. Vacation will be taken during the year of employment following the employee's anniversary date. Example:

The anniversary date is May 1. Prior to May 1 of the next year, the employee will have taken the days of earned vacation. Paid vacation shall be granted whenever possible at the time requested by the employee. However, vacation days are subject to approval by the administrator for whom the employee works.

- C. If two (2) or more employees in the same building or department request a vacation at or about the same time, the employee with the greatest seniority shall be given the time slot requested. If an employee's scheduled vacation period occurs when he/she is on leave due to illness or injury, the employee may request of the administrator in charge that the vacation date be changed to another available vacation date.
- D. The administrator will accordingly approve or deny the employees vacation request submitted in the Absence Management System prior to the start of the employee's vacation.

**30.03 High School Administrative Assistant (12 month)**

- A. Vacations will be arranged with the approval of the building principal.
- B. In buildings with two (2) twelve (12) month administrative assistants, vacations may not be taken concurrently by the administrative assistants.

**30.04 Maintenance and Transportation Employees**

- A. Paid vacation shall be granted whenever possible at the times requested with the approval of the Assistant Superintendent or designee.
- B. Regulations in 30.02, C apply to this section.
- C. Vacations cannot be taken during the one (1) week prior to and one (1) week after the beginning of the school year for students.
- D. No vacations for Bus Mechanics may be scheduled during the day(s) of the State school bus inspections. The vacation period may be extended by the Supervisor of Transportation to compensate for such time.

**30.05 Custodial Employees**

- A. Paid vacation shall be granted whenever possible at the times requested with the approval of the Assistant Superintendent or designee, except as noted below:  
  
One week prior to the start of the school year and one week after the start of the school year. Employees with ten days of vacation may schedule five days during the school year.
- B. Employees with fifteen (15) or twenty (20) days of earned vacation time may schedule not more than ten (10) of these days during the school year. No more than one (1) employee from any one location nor more than four (4) employees from the total school system shall schedule such vacations at the same time. The Board retains the flexibility to utilize maintenance employees to cover absences and/or adjust the working time of other custodial employees to cover these absences. When two (2) or more employees schedule the same vacation period, the most senior employee shall have preference.

NOTE: During Winter and Spring break, vacations will be limited to:

Three (3) employees from the high school, two (2) employees from the middle school, two (2) employees from Brook Park , Big Creek, and Grindstone Elementary Schools. The total number not to exceed twelve (12) employees.

- C. Regulations in 30.02, C above apply to this section.

- D. Any first-year custodial employee who is employed after September 1<sup>st</sup> and prior to the summer vacation period may request five days of absence without pay, to be taken during the summer vacation period. The request must be made one (1) month in advance.

**30.06 Twelve Month Employees**

- A. Any employee, who has been a nine or a ten month employee and becomes a twelve month employee during the first anniversary year hired into a 12 month position, will receive an allocation of five (5) vacation days if the employee has five (5) or more school years of continuous service as a regular nine month or ten month employee.
- B. Any employee, who has been a nine or ten month employee and becomes a twelve-month employee, will earn vacation at the anniversary date of his/her first year as a twelve month employee. Credit in months employed will be given toward the determination of the number of weeks of vacation. Example: A ten month employee with seven (7) years of service has worked seventy (70) months. After one (1) full year as a twelve month employee at the anniversary date, the employee is entitled to fifteen (15) days of vacation with pay.
- C. Any employee during the first anniversary year hired into a twelve-month position may, upon approval by the supervisor, be granted five (5) days of vacation (based on his/her scheduled workweek). The employee who is granted this vacation time will be asked to sign a statement indicating that the total wages paid for this vacation will be reimbursed to the Board of Education if the employee leaves his/her employment prior to reaching his/her anniversary date. The five (5) days of vacation will be deducted from the total vacation earned at the anniversary date in the first year of the new position.

**30.07 Official Retirement**

Upon official retirement, an employee shall be entitled to the prorated share of his/her vacation time earned in that year and available to him/her upon reaching his/her anniversary date. Dollar calculations shall be done from the employee's anniversary date up to and including his/her effective date of retirement. When making these calculations, a figure of .5 or greater will be rounded up to give the employee an additional month of service or day of vacation time.

**30.08 Official Resignation**

Upon official retirement, an employee shall be entitled to the prorated share of his/her vacation time earned in that year and available to him/her upon reaching his/her anniversary date. Dollar calculations shall be done from the employee's anniversary date up to and including his/her effective date of official resignation. When making these calculations, a figure of .5 or greater will be rounded up to give the employee an additional month of service or day of vacation time.

- 30.09** Supervisors and/or administrators shall not deny an employee's vacation request which falls within the guidelines of this section unless the absence of the employee would adversely affect the efficient operation of a department, building or the school system. The employee shall be notified in writing of the reason his/her request is being denied.

**ARTICLE 31 – SEVERANCE PAY**

**31.01 Official Retirement**

- A. Upon official retirement under the provisions of State Law and retirement system and upon completion of ten (10) or more years of employment by a political subdivision of the State of Ohio, severance pay will be granted to any

person who is an employee of the Board of Education at the time of his/her official retirement. Severance pay is based upon the employee's daily rate. For conversion to severance pay, the number of accrued unused sick leave days will be converted as follows:

Maximum of 135.5 days at the following rate:

One (1) day through 350 days:	25%
351 days through 375 days:	45%
376 days through 450 days:	50%

B. The number of sick leave days subject to this provision shall be unlimited.

The payment of severance will be made on the regular payday within 31 days following the last day of employment.

C. In the event of the death of a classified employee, the payment that the Board would have paid the eligible employee as severance pay shall be paid to the estate of the deceased in accordance with the law.

**31.02 Official Resignation**

A. Any classified employee who resigns his/her position with the Berea Board of Education for reasons other than retirement shall be entitled to a severance payment. This payment will be made on the regular payday following the last day of employment.

B. Program Exclusion

1. The employee has less than ten (10) years of continuous employment in the Berea City School District.

2. The Berea City School District terminates the employee.

C. The employee shall be paid at his/her daily rate for any unused sick leave up to a maximum of 131.25 days at the following rate:

One (1) day through 350 days:	25%
351 days through 375 days:	40%
376 days through 450 days:	45%

The payment of severance will be made on the regular payday following the last day of employment.

D. For employees impacted by a reduction in force, the severance payment will be made with the first pay in October following the conclusion of his/her recall period.

E. The sick days once converted to severance pay cannot be returned. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.

F. In the event of the death of a classified employee, the payment that the Board would have paid the eligible employee as severance pay shall be paid to the estate of the deceased in accordance with the law.

**31.03 Classified Employee Voluntary Incentive Program**

There will be no incentive program offered during the term of this contract.

**ARTICLE 32 – WAGES**

**32.01** Classifications that have a current maximum of six (6) steps shall have five (5) additional steps added to the top of the pay scale with an increase of twenty cents (\$0.20) per step prior to the increase listed below. Employees will progress to the next step on the new salary schedule on July 1, 2025. All classifications will have 12 steps.

The Board of Education shall grant a wage increase of \$3.00 for all bargaining unit employees, effective July 1, 2025, across the board, at each and every level of the current wage and salary schedule.

The Board of Education shall grant an increase of 3% in wages and salaries for all bargaining unit employees, effective July 1, 2026, across the board, at each and every level of the current wage and salary schedule.

The Board of Education shall grant an increase of 3% in wages and salaries for all bargaining unit employees, effective July 1, 2027, across the board, at each and every level of the current wage and salary schedule.

- 32.02** ECE Assistants will be used as district Floating Intervention Associates when students are not in session with the district preschool model.
- 32.03** Intervention Associates, ECE Assistants and ECE Assistants (2) will receive an additional \$1.00 per hour for all time in active pay status. Payment will be made in the form of a stipend to be paid semi-monthly.
- 32.04** The Board of Education and OAPSE agree to convene annually, no later than March 31<sup>st</sup>, for the purpose of reviewing the financial status of the tuition-based programs, which include Early Childhood Education employees, to determine the level of revenue available to continue to fund all program costs.
- 32.05** The three (3) Elementary School Nutrition Services Managers will have the existing one-half (1.5) hour for the Breakfast Program included in their wages.

**32.06 Deduction Rates and Contracted Work Days**

- A. Nine (9) Month Employees (Bus Drivers, Early Childhood Education Assistants, Instructional Assistants, Intervention Associates, Nutrition Service Assistant Managers, Nutrition Service Hourly employees, Office Assistants, Student Monitors, and Transportation Assistants)

182 Workdays  
8 Holidays (see Article 29 Holidays)  
Total 190 days - Deduct Rate

One (1) of the 182 workdays for 9 month employees will be provided during the summer months for nine month employees to finish Public School Works, which will be provided to employees to begin completion on July 1st. Employees MUST complete their Public School Works trainings by the assigned date.

Nine month employees will be eligible to request an Unpaid Leave of Absences (per Article 18, 18.01 A and B) for the following:

- Bus Drivers, Transportation Assistants, and Hourly Nutrition Services employees may request an unpaid day(s) for the 2nd and 3rd quarter Staff Workdays.
- Intervention Associates, Instructional Assistants, ECE Assistants, Office Assistants, and Student Monitors may choose NOT to work Open House and/or Parent-Teacher Conferences and therefore not be compensated for the corresponding Open House/Parent-Teacher Compensation days.

The Superintendent or designee has the authority to deny a request for an unpaid leave of absence in the event that the District has scheduled professional development or any other programming on any of the aforementioned days.

**Berea City School District - Salary Schedule for OAPSE Employees**

Factor = \$ 3.00

**OAPSE FY 2026**

	<u>Mo.</u>	<u>Hrs.</u>	<u>Base Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Bookkeeper	12	7.5	51,558	53,099	54,659	56,219	57,759	59,319	60,879	62,439	63,980	65,540	67,100	68,913
Assistant Bookkeeper	12	7.5	46,313	47,795	49,277	50,759	52,241	53,703	55,185	56,667	58,149	59,631	61,113	62,810
Tech Asst	12	7.5	47,541	49,023	50,486	51,968	53,430	54,893	56,375	57,837	59,319	60,782	62,264	63,960
Communications Specialist	12	8	55,078	56,701	58,344	59,966	61,589	63,211	64,854	66,477	68,099	69,722	71,365	73,258
Technology Specialist	12	8	23.34	24.11	24.86	25.63	26.38	27.15	27.90	28.65	29.42	30.28	30.48	30.68
Adm. Asst. to Asst. Supt.	12	7.5	49,550	50,993	52,416	53,859	55,302	56,745	58,169	59,612	61,055	62,498	63,921	65,618
Administrative Assistant (12 Month)	12	7.5	46,313	47,795	49,277	50,759	52,241	53,703	55,185	56,667	58,149	59,631	61,113	62,810
Administrative Assistant (10 Month)	10	7.5	37,990	39,210	40,414	41,634	42,837	44,057	45,277	46,481	47,701	48,904	50,124	51,521
Office Assistant	9 & 12	3.5-7.5	19.07	19.81	20.56	21.30	22.05	22.79	23.62	23.82	24.02	24.22	24.42	24.62
Instructional Assistant	9	2-8	18.65	19.37	20.10	20.82	21.57	22.36	23.20	23.40	23.60	23.80	24.00	24.20
Intervention Associate**	9	6-7.5	18.65	19.37	20.10	20.82	21.57	22.36	23.20	23.40	23.60	23.80	24.00	24.20
Student Monitor	9	2-8	15.76	16.50	17.30	18.19	19.07	19.63	20.08	20.28	20.48	20.68	20.88	21.08
Nutrition Sec. Manager	9	7.5	32,785	34,191	35,674	37,219	38,841	40,556	42,348	44,403	44,712	45,021	45,330	45,639
Nutrition Elem. Manager	9	7.5	31,951	33,418	34,886	36,369	37,837	39,320	40,927	41,236	41,545	41,854	42,163	42,472
Nutrition Sec. Assist. Mgr.	9	6	20.53	20.70	20.86	21.02	21.18	21.35	21.58	21.78	21.98	22.18	22.38	22.58
Nutrition Elem. Assist. Mgr.	9	5	19.67	19.83	19.99	20.16	20.32	20.48	20.71	20.91	21.11	21.31	21.51	21.71
Hourly Nutrition	9	2-7	15.76	16.50	17.30	18.19	19.07	19.63	20.08	20.28	20.48	20.68	20.88	21.08
Extended Care Associate	9	5.5-8	18.65	19.37	20.10	20.82	21.57	22.44	22.64	22.84	23.04	23.24	23.44	23.64
Extended Care Assistant	9	2-8	15.76	16.50	17.30	18.19	19.07	19.63	20.08	20.28	20.48	20.68	20.88	21.08
ECE Assistant**	9	2-7.5	15.76	16.50	17.30	18.19	19.07	19.63	20.08	20.28	20.48	20.68	20.88	21.08
ECE Assistant (2)*,**	9	2-7.5	18.65	19.37	20.10	20.82	21.57	22.36	23.20	23.40	23.60	23.80	24.00	24.20
Comm. Ed. Office Assistant	12	7-8	19.07	19.81	20.56	21.30	22.05	22.79	23.62	23.82	24.02	24.22	24.42	24.62
Head Skilled Bus Mechanic	12	8	54,538	56,139	57,720	59,322	60,902	62,504	64,085	65,686	67,267	68,869	70,637	71,053
Bus Mechanic	12	8	52,146	53,622	55,099	56,597	58,074	59,550	61,027	62,504	64,002	65,458	67,184	67,600
Bus Mechanic Helper/Driver	12	8	49,358	50,731	52,104	53,477	54,850	56,222	57,595	58,968	60,341	61,922	62,338	62,754
Routing Coord./Dispatcher	12	7.5	46,313	47,795	49,277	50,759	52,241	53,703	55,185	56,667	58,149	59,631	61,113	62,810
Bus Driver	9	4-8	24.83	25.22	25.57	25.91	26.29	26.64	27.03	27.39	27.73	28.30	28.50	28.70
Transportation Assistant	9	4-8	15.76	16.50	17.30	18.19	19.07	19.63	20.08	20.28	20.48	20.68	20.88	21.08
Driver Trainer	-	-	30.72											
Head Custodian - High School/Middle School	12	8	54,538	56,139	57,720	59,322	60,902	62,504	64,085	65,686	67,267	68,869	70,637	71,053
Head Custodian - Elementary	12	8	53,040	54,475	55,910	57,366	58,802	60,237	61,672	63,107	64,542	65,998	67,683	68,099
Assistant Head Custodian	12	8	49,358	50,648	51,938	53,227	54,517	55,806	57,096	58,386	59,675	61,173	61,589	62,005
Custodian #2	12	8	43,472	44,595	45,718	46,842	47,965	49,088	50,211	51,334	52,458	53,789	54,205	54,621
Custodian #1	12	8	43,285	44,408	45,531	46,654	47,778	48,901	50,024	51,147	52,270	53,602	54,018	54,434
Head Skilled	12	8	53,040	54,475	55,910	57,366	58,802	60,237	61,672	63,107	64,542	65,998	67,683	68,099
Assistant Skilled	12	8	50,461	51,917	53,373	54,829	56,264	57,720	59,176	60,632	62,088	63,544	65,229	65,645
Maintenance #2	12	8	49,358	50,731	52,104	53,477	54,850	56,222	57,595	58,968	60,341	61,922	62,338	62,754
Maintenance #1	12	8	43,285	44,408	45,531	46,654	47,778	48,901	50,024	51,147	52,270	53,602	54,018	54,434

\*New Position

\*\*For Intervention Associate, ECE Assistant, and ECE Assistant (2): Employees in this classification will receive an additional \$1.00 per hour for all time in active pay status.

Payment will be made in the form of a stipend to be paid semi-monthly.

Berea City School District - Salary Schedule for OAPSE Employees

Factor = 1.03

OAPSE FY 2027

	<u>Mo.</u>	<u>Hrs.</u>	<u>Base Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Bookkeeper	12	7.5	53,105	54,691	56,298	57,905	59,492	61,099	62,705	64,312	65,899	67,506	69,112	70,980
Assistant Bookkeeper	12	7.5	47,702	49,228	50,755	52,281	53,808	55,314	56,841	58,367	59,893	61,420	62,946	64,694
Tech Asst	12	7.5	48,967	50,494	52,000	53,527	55,033	56,539	58,066	59,572	61,099	62,605	64,131	65,879
Communications Specialist	12	8	56,731	58,402	60,094	61,765	63,436	65,108	66,800	68,471	70,142	71,813	73,506	75,455
Technology Specialist	12	8	24.04	24.83	25.61	26.40	27.17	27.96	28.74	29.51	30.30	31.19	31.39	31.60
Adm. Asst. to Asst. Supt.	12	7.5	51,036	52,522	53,988	55,475	56,961	58,447	59,914	61,400	62,886	64,372	65,839	67,586
Administrative Assistant (12 Month)	12	7.5	47,702	49,228	50,755	52,281	53,808	55,314	56,841	58,367	59,893	61,420	62,946	64,694
Administrative Assistant (10 Month)	10	7.5	39,130	40,386	41,626	42,883	44,123	45,379	46,635	47,875	49,132	50,371	51,628	53,066
Office Assistant	9 & 12	3.5-7.5	19.64	20.40	21.18	21.94	22.71	23.47	24.33	24.53	24.74	24.95	25.15	25.36
Instructional Assistant	9	2-8	19.21	19.95	20.70	21.44	22.22	23.03	23.90	24.10	24.31	24.51	24.72	24.93
Intervention Associate**	9	6-7.5	19.21	19.95	20.70	21.44	22.22	23.03	23.90	24.10	24.31	24.51	24.72	24.93
Student Monitor	9	2-8	16.23	17.00	17.82	18.74	19.64	20.22	20.68	20.89	21.09	21.30	21.51	21.71
Nutrition Sec. Manager	9	7.5	33,768	35,217	36,744	38,336	40,007	41,773	43,619	45,735	46,054	46,372	46,690	47,008
Nutrition Elem. Manager	9	7.5	32,909	34,421	35,933	37,460	38,972	40,500	42,155	42,473	42,791	43,110	43,428	43,746
Nutrition Sec. Assist. Mgr.	9	6	21.15	21.32	21.49	21.65	21.82	21.99	22.23	22.43	22.64	22.85	23.05	23.26
Nutrition Elem. Assist. Mgr.	9	5	20.26	20.42	20.59	20.76	20.93	21.09	21.33	21.54	21.74	21.95	22.16	22.36
Hourly Nutrition	9	2-7	16.23	17.00	17.82	18.74	19.64	20.22	20.68	20.89	21.09	21.30	21.51	21.71
Extended Care Associate	9	5.5-8	19.21	19.95	20.70	21.44	22.22	23.11	23.32	23.53	23.73	23.94	24.14	24.35
Extended Care Assistant	9	2-8	16.23	17.00	17.82	18.74	19.64	20.22	20.68	20.89	21.09	21.30	21.51	21.71
ECE Assistant**	9	2-7.5	16.23	17.00	17.82	18.74	19.64	20.22	20.68	20.89	21.09	21.30	21.51	21.71
ECE Assistant (2)*,**	9	2-7.5	19.21	19.95	20.70	21.44	22.22	23.03	23.90	24.10	24.31	24.51	24.72	24.93
Comm. Ed. Office Assistant	12	7-8	19.64	20.40	21.18	21.94	22.71	23.47	24.33	24.53	24.74	24.95	25.15	25.36
Head Skilled Bus Mechanic	12	8	56,174	57,823	59,452	61,101	62,729	64,379	66,007	67,657	69,285	70,935	72,756	73,184
Bus Mechanic	12	8	53,710	55,231	56,752	58,295	59,816	61,337	62,858	64,379	65,922	67,421	69,200	69,628
Bus Mechanic Helper/Driver	12	8	50,839	52,253	53,667	55,081	56,495	57,909	59,323	60,737	62,151	63,779	64,208	64,636
Routing Coord./Dispatcher	12	7.5	47,702	49,228	50,755	52,281	53,808	55,314	56,841	58,367	59,893	61,420	62,946	64,694
Bus Driver	9	4-8	25.57	25.98	26.34	26.69	27.08	27.44	27.84	28.21	28.56	29.15	29.36	29.56
Transportation Assistant	9	4-8	16.23	17.00	17.82	18.74	19.64	20.22	20.68	20.89	21.09	21.30	21.51	21.71
Driver Trainer	-	-	31.64											
Head Custodian - High School/Middle School	12	8	56,174	57,823	59,452	61,101	62,729	64,379	66,007	67,657	69,285	70,935	72,756	73,184
Head Custodian - Elementary	12	8	54,631	56,109	57,588	59,087	60,566	62,044	63,522	65,000	66,479	67,978	69,714	70,142
Assistant Head Custodian	12	8	50,839	52,167	53,496	54,824	56,152	57,481	58,809	60,137	61,465	63,008	63,436	63,865
Custodian #2	12	8	44,776	45,933	47,090	48,247	49,404	50,561	51,718	52,874	54,031	55,402	55,831	56,259
Custodian #1	12	8	44,583	45,740	46,897	48,054	49,211	50,368	51,525	52,682	53,839	55,210	55,638	56,067
Head Skilled	12	8	54,631	56,109	57,588	59,087	60,566	62,044	63,522	65,000	66,479	67,978	69,714	70,142
Assistant Skilled	12	8	51,975	53,474	54,974	56,474	57,952	59,452	60,951	62,451	63,951	65,450	67,186	67,614
Maintenance #2	12	8	50,839	52,253	53,667	55,081	56,495	57,909	59,323	60,737	62,151	63,779	64,208	64,636
Maintenance #1	12	8	44,583	45,740	46,897	48,054	49,211	50,368	51,525	52,682	53,839	55,210	55,638	56,067

\*New Position

\*\*For Intervention Associate, ECE Assistant, and ECE Assistant (2): Employees in this classification will receive an additional \$1.00 per hour for all time in active pay status. Payment will be made in the form of a stipend to be paid semi-monthly.

Berea City School District - Salary Schedule for OAPSE Employees

Factor = 1.03

OAPSE FY 2028

	<u>Mo.</u>	<u>Hrs.</u>	<u>Base Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Bookkeeper	12	7.5	54,698	56,332	57,987	59,642	61,277	62,932	64,587	66,242	67,876	69,531	71,186	73,110
Assistant Bookkeeper	12	7.5	49,133	50,705	52,277	53,850	55,422	56,974	58,546	60,118	61,690	63,263	64,835	66,635
Tech Asst	12	7.5	50,436	52,009	53,560	55,132	56,684	58,235	59,808	61,359	62,932	64,483	66,055	67,855
Communications Specialist	12	8	58,433	60,154	61,897	63,618	65,340	67,061	68,804	70,525	72,246	73,968	75,711	77,719
Technology Specialist	12	8	24.76	25.58	26.37	27.19	27.99	28.80	29.60	30.39	31.21	32.12	32.34	32.55
Adm. Asst. to Asst. Supt.	12	7.5	52,567	54,098	55,608	57,139	58,670	60,201	61,711	63,242	64,773	66,304	67,814	69,614
Administrative Assistant (12 Month)	12	7.5	49,133	50,705	52,277	53,850	55,422	56,974	58,546	60,118	61,690	63,263	64,835	66,635
Administrative Assistant (10 Month)	10	7.5	40,304	41,598	42,875	44,169	45,446	46,740	48,034	49,311	50,606	51,883	53,177	54,658
Office Assistant	9 & 12	3.5-7.5	20.23	21.02	21.81	22.60	23.39	24.18	25.06	25.27	25.48	25.69	25.91	26.12
Instructional Assistant	9	2-8	19.79	20.55	21.32	22.09	22.88	23.72	24.61	24.83	25.04	25.25	25.46	25.67
Intervention Associate**	9	6-7.5	19.79	20.55	21.32	22.09	22.88	23.72	24.61	24.83	25.04	25.25	25.46	25.67
Student Monitor	9	2-8	16.72	17.50	18.35	19.30	20.23	20.83	21.30	21.52	21.73	21.94	22.15	22.36
Nutrition Sec. Manager	9	7.5	34,782	36,273	37,847	39,486	41,207	43,026	44,927	47,107	47,435	47,763	48,091	48,419
Nutrition Elem. Manager	9	7.5	33,896	35,454	37,011	38,584	40,141	41,715	43,420	43,747	44,075	44,403	44,731	45,059
Nutrition Sec. Assist. Mgr.	9	6	21.78	21.96	22.13	22.30	22.47	22.65	22.89	23.11	23.32	23.53	23.74	23.96
Nutrition Elem. Assist. Mgr.	9	5	20.87	21.04	21.21	21.39	21.56	21.73	21.97	22.18	22.40	22.61	22.82	23.03
Hourly Nutrition	9	2-7	16.72	17.50	18.35	19.30	20.23	20.83	21.30	21.52	21.73	21.94	22.15	22.36
Extended Care Associate	9	5.5-8	19.79	20.55	21.32	22.09	22.88	23.81	24.02	24.23	24.44	24.66	24.87	25.08
Extended Care Assistant	9	2-8	16.72	17.50	18.35	19.30	20.23	20.83	21.30	21.52	21.73	21.94	22.15	22.36
ECE Assistant**	9	2-7.5	16.72	17.50	18.35	19.30	20.23	20.83	21.30	21.52	21.73	21.94	22.15	22.36
ECE Assistant (2)*,**	9	2-7.5	19.79	20.55	21.32	22.09	22.88	23.72	24.61	24.83	25.04	25.25	25.46	25.67
Comm. Ed. Office Assistant	12	7-8	20.23	21.02	21.81	22.60	23.39	24.18	25.06	25.27	25.48	25.69	25.91	26.12
Head Skilled Bus Mechanic	12	8	57,859	59,558	61,235	62,934	64,611	66,310	67,988	69,687	71,364	73,063	74,939	75,380
Bus Mechanic	12	8	55,321	56,888	58,455	60,044	61,610	63,177	64,744	66,310	67,899	69,444	71,276	71,717
Bus Mechanic Helper/Driver	12	8	52,364	53,821	55,277	56,734	58,190	59,646	61,103	62,559	64,016	65,693	66,134	66,575
Routing Coord./Dispatcher	12	7.5	49,133	50,705	52,277	53,850	55,422	56,974	58,546	60,118	61,690	63,263	64,835	66,635
Bus Driver	9	4-8	26.34	26.76	27.13	27.49	27.89	28.26	28.68	29.06	29.42	30.02	30.24	30.45
Transportation Assistant	9	4-8	16.72	17.50	18.35	19.30	20.23	20.83	21.30	21.52	21.73	21.94	22.15	22.36
Driver Trainer	-	-	31.64											
Head Custodian - High School/Middle School	12	8	57,859	59,558	61,235	62,934	64,611	66,310	67,988	69,687	71,364	73,063	74,939	75,380
Head Custodian - Elementary	12	8	56,270	57,793	59,315	60,860	62,383	63,905	65,428	66,950	68,473	70,018	71,805	72,246
Assistant Head Custodian	12	8	52,364	53,732	55,101	56,469	57,837	59,205	60,573	61,941	63,309	64,898	65,340	65,781
Custodian #2	12	8	46,119	47,311	48,503	49,694	50,886	52,077	53,269	54,461	55,652	57,065	57,506	57,947
Custodian #1	12	8	45,921	47,112	48,304	49,496	50,687	51,879	53,070	54,262	55,454	56,866	57,307	57,749
Head Skilled	12	8	56,270	57,793	59,315	60,860	62,383	63,905	65,428	66,950	68,473	70,018	71,805	72,246
Assistant Skilled	12	8	53,534	55,079	56,623	58,168	59,690	61,235	62,780	64,324	65,869	67,414	69,201	69,643
Maintenance #2	12	8	52,364	53,821	55,277	56,734	58,190	59,646	61,103	62,559	64,016	65,693	66,134	66,575
Maintenance #1	12	8	45,921	47,112	48,304	49,496	50,687	51,879	53,070	54,262	55,454	56,866	57,307	57,749

\*New Position

\*\*For Intervention Associate, ECE Assistant, and ECE Assistant (2): Employees in this classification will receive an additional \$1.00 per hour for all time in active pay status. Payment will be made in the form of a stipend to be paid semi-monthly.

- B. Nutrition Service Managers
  - 180 Workdays (no work on conference days)
  - 5 Workdays (opening and closing)
  - 8 Holidays (See Article 29 - Holidays)
  - Total 193 days - Deduct Rate
- C. Ten (10) Month Employees (Administrative Assistants, Community Service Office Assistant)
  - 186 Workdays
  - 20 Workdays (10 days before/10 days after)\*
  - 8 Holidays (See Article 29 - Holidays)
  - Total 214 days – Deduct Rate

\*In the interest of providing flexibility, twenty (20) days will be scheduled collaboratively by the administration and the employee based on the need related to the specific position. These days must be scheduled before the first workday for teachers and after the last workday for teachers. Payroll will need to be notified in order to maintain accurate records of days worked. The schedule may change upon approval of the Building Principal.

- D. Twelve (12) Month Employees (Administrative Assistant to the Assistant Superintendent, Administrative Assistants, Assistant Bookkeeper, Benefits/Payroll Coordinator, Bookkeeper, Bus Mechanics, Bus Mechanic Helpers, Communication Specialist, Community Services Office Assistant, Custodians, Maintenance, Office Assistants, Technology Assistant, Technology Specialist, Transportation Dispatcher, Transportation Routing Coordinator)
  - 247 Workdays
  - 13 Holidays (see Article 29 – Holidays)
  - Total 260 Days
- E. For a classified employee to be eligible to move to the next step on the wage schedule during his/her initial year of employment, he/she must have been employed (effective date of hire) prior to February 1<sup>st</sup>.

**32.07 Salary Adjustment for 261/262 Day Work Year**

The salaries listed in the contract reflect a 260-day work year. If an employee works a 261<sup>st</sup> or 262<sup>nd</sup> day, then the employee will be paid in a lump sum for the additional day(s) in the June 30<sup>th</sup> paycheck. The rate of the above will be at the rate in effect for that employee on June 30<sup>th</sup>.

- 32.08** Ten (10) month Administrative Assistants, Nutrition Service Manager-Secondary, Nutrition Service Manager- Middle School, and Nutrition Service Managers-Elementary will receive their salary in twenty-four (24) equal payments.

**ARTICLE 33 – SALARY ADJUSTMENT FOR CLASSIFICATION CHANGES**

**33.01**

- A. When a bargaining unit employee accepts a higher paying position, the employee shall be placed at the step on the salary schedule that assures a pay increase of at least fifteen (15) cents an hour.
- B. When a bargaining unit employee accepts a lower-paying or equal paying position in the same classification series, the employee shall be placed at the same step on the salary schedule.

- C. When a bargaining unit employee accepts a lower-paying job position outside his/her classification series, the employee will be placed at base pay on the salary schedule for the new position.
- D. When a bargaining unit employee adds a job position, the employee will be placed on base pay on the salary schedule for the added position.
- E. When a bargaining unit employee accepts a position of equal pay outside of his/her classification series, the employee will be placed at the step on the salary schedule equal to the step he/she was on in his/her previous position.
- F. When an employee is displaced from his/her current classification as a result of a reduction in force, the employee may utilize his/her seniority to bump in accordance with Article 35. An employee who bumps into a lower classification will be placed into a step on the salary schedule that is or will be in effect at the time of the reassignment. The employee will be placed at the step that is equal to his/her total years of service within the classification series, without exceeding his/her current rate of pay at the time of the bump.
- G. An employee who is awarded a position that they previously held shall be given credit for the previous time spent in that position and placed at the appropriate step.
- H. Classified employees may only advance one step on the salary grid per fiscal year.

NOTE: For the purpose of determining salary schedule placement for all of the above items, hourly rates will be established for each bargaining unit position. 'Higher paying position' is based on the hourly rate for that position.

**33.02 Advancement in Maintenance Department**

- A. When a person has served in the Assistant Head Skilled position for one (1) year, upon successful completion of his/her evaluation period, that person may be recommended for the level of Head Skilled by the Supervisor of Buildings & Grounds. Approval for advancement will consider Head Skilled skills demonstrated, documented training, on the job training, and successful evaluation. An opportunity will be given during every evaluation period to achieve Head Skilled skills. If denied, a review may be given in six months.
- B. When a person has served in a Maintenance #2 position for three (3) years upon successful completion of his/her evaluation period, that person may be recommended for the level of Assistant Head Skilled by the Supervisor of Buildings & Grounds with input from the Head Skilled in the specific area. Approval for advancement will consider Assistant Head Skilled skills demonstrated, documented training, on-the-job training, and successful evaluation. An opportunity will be given during every evaluation period to achieve Assistant Head Skilled skills. If denied, a review may be given in six months.
- C. If a person is hired as a Maintenance #1, upon successful completion of his/her evaluation period, that person can be recommended for the level of Maintenance #2 by the Supervisor of Buildings and Grounds with input from the Head Skilled in the specific area. Approval for advancement will consider Maintenance #2 skills demonstrated, documented training, on the job training, and successful evaluation. An opportunity will be given during every evaluation period to achieve Maintenance #2. If denied, a review may be given in six months.

**33.03 Advancement in the Custodial Department**

When a person has served in a Custodian position for a period of three (3) years and has obtained a Boiler's Operator's License, has satisfactory evaluations, and has completed appropriate specific training of 20 hours, that person may be recommended for the level of Custodian #2 by the Supervisor of Buildings & Grounds with input from the Head Custodian of the building in which the Custodian is assigned.

**ARTICLE 34 – MANDATORY SALARY REDUCTION PLAN**

**34.01** For the purposes of establishing an employee's taxable income, the Board will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the School Employees Retirement System.

**34.02** The Board's contribution to the School Employees Retirement System shall be based on each employee's total annual wages.

**ARTICLE 35 – LAYOFF AND RE-EMPLOYMENT**

**35.01 Layoff**

- A. The number of employees affected by a reduction in force shall be kept to a minimum by not employing replacements insofar as practical for those employees who resign, retire, or otherwise vacate a position.
- B. No regular position employee shall be laid off while there are casual, seasonal, temporary, provisional, or new hire, probationary employees working in the same classification series. No regular position employee shall be laid off and replaced by casual, seasonal, temporary, provisional, or new hire probationary employees. When it becomes necessary to lay off regular position employees within a classification, the employees to be laid off shall be those having the least amount of continuous district-wide seniority.
- C. The Board of Education and Ohio Association of Public School Employees recognize the importance of continuous improvement in a cost- effective manner; however, no member of the bargaining unit as defined in Article 1.03 shall have his/her contract non-reviewed or suspended due to the sub-contracting of his/her position.

**35.02 Notice of Layoff**

- A. Normally layoffs will be made at the end of a school year. However, if in the judgment of the Board it is necessary to lay off employees before the end of the school year, the Board will notify each Local President unless emergency circumstances do not permit it.
- B. The Board shall notify each Local President prior to a layoff of employees and shall make itself available to discuss such layoff. The parties agree that the decision to lay off employees rests solely and exclusively with the Board.
- C. Exceptions to retaining employees based on length of continuous service may be made to ensure the retention of an employee with a particular skill that is needed or to comply with state and federal laws relating to employment matters.

- D. When it becomes necessary to layoff an employee from a position within a classification series, these layoffs shall be governed by the employee's continuous length of service providing that skill, ability, and qualifications are equal.
- E. An employee being affected by layoff may bump the least senior employee in his/her position or, if the employee is the least senior person in that position, the employee may bump the least senior employee in the next lower rated position(s) within his/her classification series only. When two (2) or more employees in the same classification are subject to a bump, the most senior employee being bumped will be given the opportunity to select a position from the same number of positions from the lowest seniority position(s) in that classification. No employee can bump a person in his/her classification who has more district-wide seniority. This process will be followed until all positions are filled.
- F. If an employee is laid off due to the abolishment of his/her classification within five (5) years of his/her transfer or crossover to the position, the affected employee may return to the previous classification series or position if the employee possesses the necessary qualifications and has more seniority than the least senior employee in that position.
- G. Layoffs of ten (10) consecutive workdays or less shall be regarded as temporary and may be made without regard to the procedures set forth above.

**35.03 Recall**

- A. A recall shall be made within each classification series in the inverse order of the layoff (last laid off, first called back). A laid-off employee forfeits his/her seniority and all rights of employment if he/she fails to accept a recall to his/her classification (position held at the time of layoff) with equal or greater hours per week as he/she had at the time of the layoff. A person on RIF has the right to reject an offer of lesser hours of employment in the same classification without losing his/her place on the RIF list.
- B. When a RIF list becomes necessary, it will be maintained by classification series with the person having the most district- wide seniority at the top of the list, and on down to the least senior in each classification series.
- C. Seniority shall not accumulate during any period of layoff except temporary layoffs not to exceed ten (10) consecutive working days.
- D. Laid-off employees not offered re-employment by the end of the second September following their layoff are no longer employees of the Berea City School District and are not eligible for recall. Therefore he/she must file an application for employment if they desire to be considered for employment in the Berea City School District.
- E. Laid-off employees on the recall list shall notify the Board of any change of address.
- F. A person returning to the same classification position he/she held prior to the RIF, will be placed at the same step he/she held prior to the RIF.
- G. A certified letter will be sent to a laid-off employee informing him/her of his/her offer of reinstatement. The laid-off employee must accept or refuse employment in writing to the Director of Personnel and Employee Relations within five (5) working days following receipt of the re-employment notice.

- H. A person returning to the same classification position he/she held prior to the RIF will be placed at the same step he/she held prior to the RIF.

**35.04 Bumping**

- A.. Bumping may occur within each position and to the position listed below it as shown in Article 35.05. Bumping may not occur to a position listed above it or to a position in another classification series (See 35.02E).
- B. Employees who work fewer hours or days than what is indicated will have their wages adjusted accordingly.
- C. Hours per day do not include a 30-minute lunch period.
- D. In bumping situations effective June 30<sup>th</sup>, July 1<sup>st</sup> will be the official date for re-classification.
- E.
  1. In the event that bumping occurs, every effort will be made to ensure that Instructional Assistant, who is currently at benefit level, will be bumped into a position at benefit level.
  2. In school years that require a Reduction in Force, bumping of Nutrition Service Hourly employees will have three levels. Starting with the person being bumped who has the most district-wide seniority, hours he/she currently had as long as the position did not exceed the bumped person's seniority. If he/she does not have seniority to match their current hours, then they will try to match the next closest hours within the range that does not exceed their seniority. This process will continue by district-wide seniority until all current positions are filled. This tier system is for bumping purposes only.
    - 4.75 hours per day through 7 hours per day
    - 3.5 hours per day through 4.5 hours per day
    - 2.0 hours through 3.25 hours per day
- F. When an employee is displaced from their current classification as a result of a reduction in force, the employee may utilize their seniority to bump in accordance with Article 35. An employee who has bumped into a lower classification within the classification series shall be placed at the step of the new classification, based on their total years of service in the same classification series that is closest to their step on the salary schedule, without exceeding their current rate of pay at the time of the bump.
- G. An employee who is bumped to a lower classification in his/her classification series may apply as a transfer candidate for a posted position in the same classification he/she held prior to the bump for one calendar year from the effective date of the bump.
- H. Any employee with a district-wide hire date, or adjusted date, after January 1, 2009, will not be able to bump into the Intervention Associate classification. Before an employee with a district hire date prior to January 1, 2009, will be considered for a bump into the Intervention Associate classification, that person will be required to meet with the Director of Pupil Services/designee. At that meeting, the job description will be reviewed and the employee will be given a detailed explanation of the requirements of the Intervention Associate position. If possible, a shadowing experience will be arranged. The candidate for an Intervention Associate position will have an opportunity to ask questions regarding the position. The decision to allow a person to bump into an Intervention Associate position will be determined by the Director of Pupil Services, the Director of Personnel, the President of Local 213, and a current Intervention Associate OAPSE member.

A person bumping to an Intervention Associate position will be considered probationary and will be given an evaluation after one month, three months, and six months in the position. Probationary period begins on the first day with students. If the Intervention Associate is not meeting the

expectations of the position after working days totaling one month or three months, an Intervention/Improvement Plan will be written. If sufficient improvement does not occur within the timeline specified within the intervention/improvement plan, not to exceed six months, then the supervisor may initiate further action. The newly placed Intervention Associate will be able to respond to a posting during the six month probationary period, however, the person may not be able to make the move to another position for up to six months. The decision on when the person could move would be made by the Director of Pupil Services. The newly placed Intervention Associate may choose to bump to the RIF list for up to one month from placement in this position. The above procedures only apply to a person bumping into an Intervention Associate position. The job posting and interview process for newly created or vacant Intervention Associate positions have not changed.

- I. An employee who becomes re-classified as an Instructional Assistant, Intervention Associate or Early Childhood Education Assistant must meet one of the criteria as defined in the No Child Left Behind federal legislation. The criteria are either an Associate’s Degree or higher, or 48 semester hours of college credits, or passage of the State of Ohio ParaPro test.

**35.05 Classification Series for Bumping Purposes**

Hours per day do not include lunch.

**Bookkeepers**

Bookkeeper	12 month	7.5 hours per day
Assistant Bookkeeper	12 month	7.5 hours per day

**Information Technology**

Communication Specialist	12 month	8 hours per day
Technology Specialist	12 month	8 hours per day

**Technology Assistant**

12 month	7.5 hours per day
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**Administrative Assistants,  
Assistants, Associates**

Admin Asst. to the Asst. Superintendent	12 month	7.5 hours per day
Administrative Assistant	12 month	7.5 hours per day
Administrative Assistant	10 month	7.5 hours per day
Office Assistant	12 month	hours as scheduled
Office Assistant	9 month	hours as scheduled
Instructional Assistant	9 month	hours as scheduled
Intervention Associate	9 month	hours as scheduled
Student Monitor	9 month	hours as scheduled

**Nutrition Service Employees**

Secondary School Manager (5-12)	9 month	7.5 hours per day
Elementary School Manager (K-4)	9 month	7.5 hours per day
Secondary School Asst. Manager	9 month	6 hours per day
Elementary School Asst. Manager	9 month	5 hours per day
Hourly Nutrition Service	9 month	hours as scheduled 4.75 – 7.0
Hourly Nutrition Service	9 month	hours as scheduled 3.5 – 4.5
Hourly Nutrition Service	9 month	hours as scheduled 2.0 – 3.25

**Early Childhood Education**

ECE Assistants	9 month	hours as scheduled
ECE Assistants (2)	9 month	hours as scheduled

**Community Service Office Asst.**

12 month	hours as scheduled
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**Transportation Employees**

Head Skilled Bus Mechanic	12 month	8 hours per day
Bus Mechanic	12 month	8 hours per day
Mechanic Helper	12 month	8 hours per day
Transportation Routing Coordinator	12 month	7.5 hours per day
Transportation Dispatcher	12 month	7.5 hours per day
Bus Driver	9 month	hours as scheduled
Transportation Assistants	9 month	hours as scheduled

**Maintenance Employees**

Head Skilled	12 month	8 hours per day
Assistant Head Skilled	12 month	8 hours per day
Maintenance #2	12 month	8 hours per day
Maintenance #1	12 month	8 hours per day

**Custodial Employees**

Head Custodian (HS)	12 month	8 hours per day
Head Custodian (MS)	12 month	8 hours per day
Head Custodian (ES)	12 month	8 hours per day
Assistant Head Custodian	12 month	8 hours per day
Custodian #2	12 month	8 hours per day
Custodian #1	12 month	8 hours per day

**ARTICLE 36 – ADMINISTRATIVE GUIDELINES**

- 36.01** Prior to the implementation of a change in an administrative guideline or Board policy, which affects all employees in the system or a department, the change will be posted for seven (7) calendar days before its effective date. A copy of the policy change will be sent to the OAPSE Presidents.
- 36.02** Departmental rules, directives, and procedures, including handbooks, should be reviewed/revised, and shared annually. Prior to implementation, any changes will be posted for seven (7) calendar days unless an emergency exists.
- 36.03** Prior to the implementation of subcontracting a segment of classified service to an outside company, which would involve employee layoff, OAPSE will be given the opportunity to participate in the problem solving process.

**ARTICLE 37 – CIVIL SERVICE JURISDICTION**

- 37.01** The jurisdiction of the appropriate Civil Service Commission shall be limited to the conduct

and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists.

## **ARTICLE 38 – WORKERS’ COMPENSATION**

- 38.01** Employees who are injured while performing their assigned responsibilities are eligible to receive compensation and expenses as prescribed under the Workers’ Compensation Laws of Ohio.
- 38.02** An employee who elects and subsequently receives Workers’ Compensation benefits in lieu of making application to use his/her accumulated sick leave shall maintain his/her medical benefits during the period of the absence, which results from his/her injury.
- 38.03** Employees who exhaust their sick leave and/or take an unpaid approved leave of absence may elect to continue their health insurance benefits by paying the premium.

## **ARTICLE 39 – TRANSPORTATION**

### **39.01 Route Assignment**

#### **A. Route Bidding**

1. Route bidding seniority will be determined by transportation hire date of your current position (bus driver, transportation assistant). Seniority for route bidding purposes will be reduced by the number of unpaid days excluding the five days allowed in Article 18.01.
2. Route bidding shall be on the Monday of the week prior to the week in which school begins for students. Before participating in route bidding, employees must complete the T-8 form within 72 hours. Those who fail to do so will be ineligible for route bidding.
3. All of the anticipated bus routes shall be posted in the Transportation office on Thursday and Friday preceding the Monday of route bidding. At route preview, the following will be posted:  
  
All route total times (including regular AM and PM routes, relief routes, and midday/late routes) along with student count and names. School calendars, which have been received, shall be available for review at that time. The school calendars contain the workdays for routes they affect and are part of the bidding process.
4. Each posted route will indicate the approximate time for completion, the itinerary, and the type of vehicle used.
5. The postings of each route shall include the morning and afternoon schedule as well as any shuttles.
6. Middays are routes that start between 9:15 AM and 1:15 PM) and late are routes that begin at 4:15 PM or later. All middays and late runs shall be posted separately.
7. Beginning at approximately 8:00 AM on the day of route bidding, all bus drivers shall select routes for the next school year. The most senior driver shall make the first selection and the least senior driver shall make the last selection. The first twenty-five percent (25%) of drivers will be scheduled in groups of three (3) for a period of fifteen

(15) minutes. The remaining seventy-five percent (75%) of drivers will be scheduled in groups of five (5) for a period of fifteen (15) minutes. Each driver will make his/her selection within that time period with the most senior driver selecting first.

8. A driver will begin working on the first day of his/her bid route or no later than the first day of school for the Berea City School District. All regular bid routes will end no later than five (5) days after the last week Berea City Schools are in session.
9. After selecting a route, a driver/transportation assistant may select midday, and/or separate late run in addition to the posted route. In order to be eligible for the above, the route must consist of an AM and a PM segment within the classification. If a Transportation Assistant midday or late run remains vacant after transportation assistant route bidding, any vacancy occurring after the above process will be posted internally in the Transportation Department. The vacant position will be offered to bus drivers on a seniority basis. The Transportation Assistant positions, which consist of midday and/or late run, will be non-renewed at the end of the school year.
10. Beginning at approximately 8:00 AM on the day after bus driver route bidding, all Transportation Assistants shall select routes requiring a transportation assistant for the next school year. The most senior Transportation assistant shall make the first selection and the least senior assistant shall make the last selection. Transportation Assistants will be scheduled in groups of three (3) for a period of fifteen (15) minutes.
11. If a driver or transportation assistant is absent from route bidding for any reason and has not made arrangements for someone to select a route in advance, the driver/assistant's name will be moved to the end of the list and he/she, if possible, will be given an opportunity to choose one of the remaining routes. If the opportunity to choose is not possible, he/she will be assigned one of the remaining routes.

NOTE: If a route remains unassigned after route bidding, the route will be offered to qualified Transportation Assistants and substitute bus drivers on a seniority basis.

12. In no event will any route including one with midday, and/or late route be scheduled for more than forty (40) hours per week.
  13. The Administration will provide the Transportation Department with an annual list of students with unusual health and behavior concerns. Student health and behavior information will remain confidential.
- B. An employee may select a midday or field trip that overlaps their current route if the crossover time is fifteen (15) minutes or less, and the employees' location allows for the assignment.
- C. Route Bidding Proxy Procedure
1. A driver/transportation assistant may have another designated employee present a driver's Proxy at route bidding, which will enable that individual to select a route for the absent driver.
  2. An Emergency Driver's/Transportation Assistant Proxy may be filed with the Transportation Office at any time in advance of the route bidding process. In the event of an emergency, the driver/transportation assistant must contact his or her designated employee and have

that person present at route bidding at the scheduled time.

D. Special Needs Routes

1. The Supervisor of Transportation will confer with each driver/transportation assistant who selects a special needs route. The purpose of the conference will be to define problems, share medical information and discuss difficulties the person may encounter and ensure that the person fully understands the responsibilities he/she will be assuming.
2. Each driver/transportation assistant who selects a special needs route will be required to participate in student behavior management training in-service program(s).

E. AM/PM Route Changes

1. When a route changes, the Director of Transportation and the Local 473 President shall meet to review the change. Article 39.02, A 4, and E are in effect: every effort will be made to maintain bid hours as established during route bidding and actual drive time may be recalculated.
2. When an addition to a route is temporary or a new route is created which is temporary, it will be given to the most senior driver with time available or the special needs driver who may already be driving the child. A route will become permanent after 30 school days and subject to the re-bid process unless the OAPSE President and the transportation supervisor mutually agree to extend the temporary route beyond the 30 day period.
3. When a route is added to by less than thirty (30) minutes a day, it will be offered to the most senior driver at the school with time available. If no such driver exists, it will be offered to the most senior driver who has available time to do the route. This time may not exceed 40 hours per week.
4. When a route is added to by thirty (30) minutes a day or more than the original bid time, the route will be subject to the rebidding process. The most senior driver with less or equal route bid time shall make his/her selection in a seniority rotation. The bidding will continue until the open route is the same or less time than the first affected route. The assignments will not start until all posted jobs are filled. Bumping will not result in loss of employees' guaranteed original bid time.
5. When a route is added that fits into a driver's guaranteed time, reverse seniority may be used.

F. Midday Route Changes

1. When a midday route is added to by less than 30 minutes, it will be offered to the most senior driver at the school with time available. If no such driver exists, it will be offered to the most senior driver who has available time to do the route. This time may not exceed 40 hours per week.
2. When an addition to a midday route is temporary, it may be given to the midday driver who is already driving the student, if their current midday time allows. The temporary midday may be offered to the most senior driver/transportation assistant that does not have a midday of their own. A route will become permanent after 30 school days and subject to the

re-bid process unless the OAPSE President and the Transportation Supervisor mutually agree to extend the temporary route beyond the 30-day period.

3. When a midday run is 60 minutes or more, the route will be posted separately.

G. Route Vacancy

When a route becomes vacant or a new route is created during the school year, the route will be posted for three (3) days and will be offered on a seniority basis to transportation employees in the following rotation:

1. Regular Bus Drivers (internal transportation procedures)  
NOTE: As of May 1<sup>st</sup> if a route is vacant after the internal transportation procedure has been completed, the route will remain open for the duration of the school year.

2. Transportation Assistants and substitute bus drivers.

NOTE: Upon Board approval as a substitute driver, Transportation Assistants become eligible for the substitute driver rotation set forth below.

Seniority is determined by the official Board of Education substitute driver day of hire, date application received by the Personnel Department, and a lottery.

3. If a route vacancy or new route is not filled by procedures outlined above, the route shall be posted in accordance with provisions in Article 14.
4. As an alternative to the above, management may decide to assign all or part of any vacated route to the routes of other drivers in the interest of efficiency or economy.

**39.02 Paid Time**

- A. Bid times established for all routes are estimates. Bid times, except as noted below, shall be guaranteed to be paid daily if all parts of the route are scheduled on that day. Guaranteed paid time will be calculated based on the following:

- Actual route bid time which includes fifteen (15) minutes pre-trip inspections for AM and ten (10) minutes pre-trip inspection for midday-PM, and late run.
- Twenty (20) minutes per workday (100) minutes per 5-day workweek) for traffic delays and routine maintenance, for example, fueling, bus cleaning.

Total paid time will be determined by adding route bid time and twenty (20) minutes per workday (100) minutes per 5-day workweek). Guaranteed paid time would not exceed forty (40) hours per week. Additional drive time, which exceeds guaranteed paid time, requires the supervisor's approval.

1. Route time and paid hours may be changed if all or a portion of the route is changed or eliminated due to unforeseen circumstances (e.g., elimination of a school or grade level, major program changes, changes in the days per week or year, changes in the starting and ending times, changes in the holiday schedule, changes in the district-wide transportation policy, acts of God and other similar situations).
2. On Berea City School days when drivers/transportation assistants have only some schools in session, in order to be paid for full route hours, the driver/transportation assistant must be

present, report to the transportation office, and be available for all of his/her route time. A driver/transportation assistant may select the option to do only the segment in operation for that day and earn the two-hour minimum guarantee or segment time, whichever is greater. On a non-school day for Berea City Schools, the driver/transportation assistant will earn the two-hour minimum guarantee or segment time, whichever is greater. An absent driver/transportation assistant on these days will be paid for the two-hour minimum guarantee time for both AM and PM.

3. Those drivers/transportation assistants who are affected by early release days will be paid for additional time worked.
  4. Bus drivers/transportation assistants who bid a special needs route are subject to changes in hours, dates, etc., as the students assigned to their routes and the special needs routes as a whole, change. Drivers/transportation assistants will maintain bid hours as established during route bidding.
- B. Drivers and transportation assistants shall receive no less than two (2) hours pay in the morning, two (2) hours pay for the midday, and two (2) hours pay in the afternoon as long as the driver or transportation assistant has a regular route in each segment.
  - C. Drivers and transportation assistants shall receive no less than one (1) hour pay for late runs as long as the driver or transportation assistant has a regular route.
  - D. All routes will be reevaluated in mid-October of each year and scheduled hours will not be reduced by more than fifteen (15) minutes.

After the October adjustment, sometimes actual route times may be longer or shorter than the posted route times. When the driver/transportation assistant or supervisor has observed the route time to be consistently longer or shorter than the posted route time by fifteen (15) or more minutes for a period of twenty (20) days, the driver and supervisor shall discuss the route time. For a period of not more than ten (10) workdays, the supervisor shall observe the route, provided that the route time is found to be consistently longer or shorter than the bid hours, the regularly scheduled hours shall be consistently longer or shorter than the bid hours, the regularly scheduled hours shall be adjusted. The holiday, sick leave, and personal leave status shall change together with eligibility for insurance benefits, if applicable.

- E. During the school year the Transportation Supervisor, within the parameters set forth in this section may adjust routes, stops, destinations, and itineraries as needed to reflect changes from anticipated student loads, to adjust for safety and road conditions and to make other adjustments to accommodate the educational program.
- F. If a midday/late run does not go out or is shortened by student absence on any regularly scheduled day, drivers/transportation assistants who elect to receive their normal pay must report at their regular time to be available to drive/aide another run. This includes special runs. Drivers/transportation assistants are required to let the supervisor or designee know of their availability. This assignment will be made prior to the scheduling of midday/late run substitutes.
- G. A transportation employee who works in two (2) job classifications should refer to Articles 10.02 and 11.03.

### **39.03 Midday and Late Routes – Substitute Procedures**

- A. All eligible drivers will be surveyed at route bidding to determine if they are willing to accept midday/late route work. Drivers/transportation assistants can sign up or be removed from the list

at any time by notifying the Transportation Supervisor in writing. The midday/late route list is a seniority list of eligible drivers/transportation assistants willing to substitute on midday/late routes. The most senior driver/transportation assistant is offered the first midday/late route available, the second most senior driver/transportation assistant is offered the next midday/late route, and so on down the seniority list, on a rotating basis. The Transportation Supervisor shall assign midday/late routes received before 7:30 AM in time of departure order. The Transportation Supervisor shall assign midday/late routes received after 7:30 AM in order in which said routes are received.

- B. All drivers/transportation assistants have the opportunity to refuse any midday/late route that is offered. Such a refusal shall cause the driver/transportation assistant to lose his/her turn in the current rotation.
- C. Once a driver/transportation assistant has worked a midday/late route he/she shall remain the substitute driver/transportation assistant on that midday/late route for five (5) days, or until the regular driver/transportation assistant returns or the substitute driver/transportation assistant chooses to be removed, or service is broken due to absence.
- D. Drivers/transportation assistants who are substituting on midday/late routes may continue to drive field trips and return to midday/late routes substituting on the same route.
- E. Midday and Late Routes – Substitute Procedures
  - 1. Midday Runs  
When a driver/transportation assistant of a midday is absent for five (5) consecutive workdays, that run will be offered to the most senior person on the “midday sub-list” who does not have a regular midday and proceed down the list from that point. If that person refuses, the run will be offered to the next most senior person and so on down the list as long as it does not interfere with their regular weekly route and it does not put them into an overtime situation. (Field trip time is not counted in the overtime calculation).
  - 2. Late Runs  
When a driver of a late run is absent for five (5) consecutive workdays, that run will be offered to the most senior person on the “late run sub-list” who does not currently have a late run. If that person refuses, it will be offered to the next most senior driver and so on down the list as long as it does not interfere with their regular weekly route and it does not put them into an overtime situation (field trips excluded).
  - 3. Vacant Midday and Late Runs  
When a midday/late run is vacant, that run will be offered to the most senior person on the “midday sub list/late run sub list” who does not have a regular midday/late run and proceed down the list from that point. If that person refuses, the run will be offered to the next most senior person and so on down the list as long as it does not put the driver into an overtime situation. (Field trip time is not counted in the overtime calculation).
- F. Drivers who accepted a posted field trip will not be offered a midday if it conflicts with the posted time of the trip unless the midday exceeds the field trip by 15 or more minutes.
- G. Drivers next in line shall be notified as soon as possible of the midday/late route on which they are being asked to substitute. The following procedure shall be used:

1. Ask drivers when they punch in before their routes begin or when they return from their routes.
2. By using the two-way radio during the morning route.
3. Contact the drivers by phone.
4. A copy of the midday/late route substitute rotation list will be available in the office.

**39.04 Extra Work Within the School Year**

- A. Defined as work that becomes available outside of the driver's/transportation assistant's regularly scheduled hours.
- B. This work shall include duties that require a CDL: moving buses, delivering buses, vehicle washing, early release days, high school exam days, available routes when Berea City Schools and/or out-of-district schools are not in session.

Selection will be based upon the employee sign-up sheet in the Transportation Office, availability, and seniority. Available drivers/transportation assistants without conflicting routes/route times will be given first consideration for available routes, when possible.

- C. For all other extra work during the school year, the interview process will be used when there is a vacancy. The interview team will consist of two (2) OAPSE 473 members and two (2) administrators. The interview team will select one (1) individual and one (1) alternate who will be available to perform this extra work throughout the school year.
- D. If a job is posted for a driver trainer, the interview process will be used. The interview team will be made of two (2) OAPSE transportation members and two (2) administrators.
- E. A Bus Instructor in Training shall receive compensation at the rate of \$16.00 per hour for time spent training a new school bus driver. The instructor must complete the OBI (On-Board Instructor) certification process within 10 weeks, unless circumstances arise that prevent completion within this timeframe. Any delays must be discussed with and approved by the Transportation Supervisor..

**39.05 Work During the Summer Months**

- A. Summer Employment Process Guidelines
  1. Summer route bidding shall be not later than the Tuesday of the last full week in May.
  2. Routes that extend six (6) or more days beyond the regular Berea City School District school year will be posted and considered part of the summer bid.
  3. All known summer routes shall be posted in the Transportation Office at least three (3) workdays prior to route bidding. Interested employees may submit their request for summer employment on the appropriate form at any time during this three-day posting period.
  4. On the day of summer route bidding, Transportation Employees who have submitted a written request and meet the route criteria, shall select a summer route . The most senior transportation employee shall make their selections in a seniority rotation until all posted routes are filled. Employees are only permitted to select one posted route at a time. As the list continues to rotate employees may select additional posted routes on their next

opportunity. Current transportation seniority will be used not District seniority.

NOTE: All summer route candidates must have had a regular route during the preceding school year.

5. Prior to the beginning of each summer session, where there are multiple routes going to the same building, all employees will meet with the Supervisor of Transportation to select the individual routes by seniority rotation.
  6. Employees must be committed and medically able to work the scheduled route dates.
  7. If a posted summer route becomes available after the summer route posting/bid procedure has been conducted, it will be offered to the most senior employee who applied but did not receive that position.
  8. If a new summer route becomes available, after the initial summer postings in May, it will be offered to the most senior qualified employee who applied for a summer route.
  9. Transportation Employees who want a summer route but were unable to attain one in the bidding process, will be placed on a summer route substitute list.
  10. Summer clerical assignments need office skills, computer routing skills, flexibility, people skills, and a knowledge of transportation routing.
  11. Applicants whose weekly hours would exceed forty (40) shall not be considered. The rate for this work shall be determined by the Board. Regular driver rates will be in effect on routes that transport students.
  12. Summer employees may accept field trips that do not conflict with regularly scheduled work hours.
  13. For all other summer work, the interview process will be used when there is a vacancy. The supervisor will interview applicants.
- B. Summer Job Proxy Procedure
1. If an employee is absent during the summer job bidding procedure, the employee may have designated a proxy, which will enable that individual to select a summer job for the absent employee.
  2. If an employee is absent from the summer job bidding procedure for any reason and has not made arrangements for a proxy bid, the employee's name will be moved to the end of the summer job bid list.
- C. Summer work assignments that need to extend beyond the first five (5) school days will be mutually agreed upon by the transportation supervisor and Local 473 President. Any summer work employee who works during this period will be paid his/her regular rate of pay.
- D. Summer Field Trip Assignments
1. Assignments will be filled by employees signing upon appropriate forms.
  2. The continuous seniority rotation process will be used.
  3. CTD's and make-ups will not be given.
  4. Phone calls to schedule trips will be made on weekdays between 8:00 a.m. and

10:00 a.m. Call for “super emergency” field trips made after 10:00 a.m. will not be made from the field trip rotation list.

### **39.06 Field Trip**

#### **A. Types of Field Trips**

1. An extended field trip is any field trip that returns after 1:45 p.m.
2. Split Field Trips are field trips scheduled on the same day. Split Field Trips occur when students are dropped off at a specific destination point and the bus returns to the Berea City School District after the drop-off. A bus is then scheduled at a later time to return to a specific destination to pick up the students. This split drop off/pick-up is considered one (1) field trip for posting purposes. Split field trips are paid a minimum of two hours for drop off and a minimum of two hours for pickup.
3. Emergency Field Trips are created either by a driver’s cancellation or an unexpected field trip request called in by a school.
4. If a field Trip is not selected after being reposted three (3) times, it will be assigned as an emergency trip.
5. Super Emergency Field Trips are field trips that need to be assigned with less than two (2) hour notice during school days. All weekend and 12 month paid holidays will be considered Super Emergencies. A driver can only have one super emergency field trip per school year until an entire rotation has been completed. Staffing of “super emergency” field trips will not be subject to the grievance procedure. The assignment of a “super emergency” field trip will be communicated to the President of Local 473 and/or the field trip committee.
6. Late Field Trips occur when a field trip request form is received by the Transportation Office after the trips for the week have been posted.
7. Overnight Field Trips will be paid driving time plus one (1) hour after drop off and one (1) hour before pick up, and will include payment for meals and lodging. Drivers/transportation assistants will not be CTD for Overnight Field Trips due to a conflict with their route.

#### **B. Eligibility**

1. To be eligible to participate in the assignment process for field trips, the Bus Driver/transportation assistant must have been assigned to a route with the Berea City District Transportation Department. Drivers must have shadowed one (1) field trip experience. All eligible employees will be surveyed at route bidding time to determine whether they will accept field trips. Eligible employees may sign up or be removed from the list anytime by providing the dispatcher with written notification on the field trip removal/reinstatement.
2. Bus Drivers/transportation assistants who drive special needs routes and/or vehicles will not be assigned field trips that interrupt their routes. The drivers will be given a CTD and assigned the next trip that does not interrupt their special routes. (Except Overnight Field Trips see 39.06A6).
3. All eligible employees will be surveyed at route bidding time to determine if they are willing to accept field trips. Eligible employees may sign up or be removed from the list at any time by providing written notification to the Transportation Supervisor.

4. When a school requests that the Transportation Department provides an assistant to accompany a physically challenged student on a field trip, the Transportation Department, when possible, will assign a transportation assistant based on a seniority rotation. The Transportation Assistant will receive his/her regular rate of pay.
5. A rehired employee who had previously terminated his/her employment shall be considered as a new employee for the purpose of field trip eligibility.
6. The Supervisor of Transportation may use other drivers/transportation assistants employed by the Berea City School District Transportation Department when all eligible drivers are unavailable.

C. Method of Assignment

1. The Field Trip Assignment Sheet is a seniority listing of drivers/transportation assistants willing and eligible to accept field trips. The most senior driver/transportation assistant is offered the first pre- numbered field trip in the file. The second most senior driver/transportation assistant is offered the next field trip and so on down the seniority list on a rotating basis. Make-ups and unfilled CTD's will be assigned the next available trip which may alter the rotation sequence.
2. The following abbreviations are used on the Field Trip Assignment Sheet:
 

LR	Late Received Field Trip: A request received after the initial posting
MC	Make-up Cancellation: A trip assigned after a previous field trip was canceled by the school or because of a change in the date of the field trip.
NS	No Signature
R	Refused
X	Extended Field Trip
E	Emergency Field Trip
CTD	Conflicting Times and Dates (Special Route Vehicle Conflicts)
RDA	Refusal Due to Absence
3. Any unclear situations involving field trip assignments shall be directed to the Transportation Supervisor/Designee and/or Field Trip Committee.

D. Postings

1. All field trips will be posted on one (1) field trip list.
2. Requests for field trips are electronically logged, after approval, at the transportation office. They are filled by:
  - a. Date of the trip
  - b. Electronically assigned Field trip ID Number
3. Each Tuesday by 10:00 AM barring an emergency, the initial field trip assignment sheet will be posted for the following week. (This day may vary on occasion due to a Monday or Tuesday holiday).
4. Every effort will be made to minimize errors in the field trip posting procedure. Should a procedural error occur, the President of Local 473 and the Supervisor of Transportation/Assistant Supervisor of Transportation will meet to mutually resolve the issue.

5. An ongoing effort will be made by the Supervisor of Transportation to meet with the Field Trip Committee for the purpose of reviewing field trip procedures.
6. Drivers/transportation assistants will be removed from the field trip "board" for extended personal and/or sick leave; and will be returned to the field trip board upon conclusion of the leave or upon furnishing a doctor's back-to-work release.

E. Acceptance or Rejection

1. A driver/transportation assistant must indicate whether he/she accepts or rejects a field trip at or before 10:00 AM of the next scheduled workday by signing the field trip assignment sheet. Refused field tips will be assigned to the next eligible driver. Failure to sign (accept or refuse) within the time listed is considered a refusal.
2. A driver/transportation assistant who finds that he/she must refuse a field trip after accepting it must complete a field trip refusal form and submit the form to the Transportation Office as soon as the cancellation is known.
3. Field Trip assignment sheets shall remain posted in the Transportation lounge area until the trip date has passed.
4. Failure to report for an assigned field trip on two occasions during the school year shall cause the driver/transportation assistant to be removed from eligibility for a period not to exceed ten (10) working days. This does not preclude other disciplinary actions from taking place.
5. Second and all subsequent posting (including those received late) will be posted starting with Wednesday by 2:00 PM barring an emergency. All subsequent posting will be posted in order of the number stamped on the field trip form and assigned in the following order:
  - a. refusals
  - b. received late
6. All eligible drivers/transportation assistants have the opportunity to refuse any field trip that is offered. Such a refusal causes the driver/transportation assistant to lose his/her turn in the current rotation, but not in future rotations.
7. No driver/transportation assistant may trade his/her field trip assignment.
8. If for any reason the date is changed for a field trip after the initial posting and the driver is unable to take the trip after the change, he/she will receive a posted make-up field trip in seniority order.
9. Drivers/transportation assistants who accept and later refuse a field trip three (3) consecutive times shall be ineligible to participate in the field trip rotation for ten (10) working days. Upon return to eligibility their regular position in the rotation is resumed.
10. If the driver/transportation assistant next in line does not receive a field trip because of a conflict with the time or dates of a previously accepted field trip, the next available driver will be given the field trip. The next field trip will be offered to the driver/transportation assistant who was passed over, CTD will also be given to drivers/transportation assistants who are

asked to participate in previously scheduled district committee meetings.

11. Emergency field trips are assigned by seniority to the next driver/transportation assistant in rotation on the emergency list. Emergency field trips do not qualify for CTD.
12. A driver/transportation assistant receiving an emergency field trip does not lose his/her turn in the regular rotation. An "E" is listed next to the driver's/transportation assistant's name to identify who received the Emergency Field Trip. A driver/transportation assistant who has already accepted a field trip cannot be assigned an emergency field trip that occurs at the same time.

F. Payment

1. The per hour wage for field trips, driving time, and time at the field trip site, shall be paid at the Driver's/transportation assistant's regular rate of pay.
2. If a driver/transportation assistant goes from the route directly to a field trip, the driver/transportation assistant is paid the guaranteed time for that route and is paid for the field trip beginning with that ending route time.
3. If a field trip is canceled after the driver has punched in per F-7, the driver/transportation assistant will be paid a minimum of two (2) hours and the driver/transportation assistant will not be reassigned a field trip because of cancellation.
4. If a field trip is canceled prior to punch in per F-7 the driver/transportation assistant will be assigned a make-up field trip. This does not apply to an emergency field trip.
5. Bus drivers/transportation assistants who accept an extended field trip that returns after the Driver's PM route begins will be available to work and be paid until 4:30 PM.
6. All weekday field trips which return early resulting in fewer hours than originally scheduled will be paid a minimum of two (2) hours from the posted starting time.

Exceptions to the above:

- a. A driver/transportation assistant is able to complete a field trip in less than two (2) hours prior to beginning his/her regular route.
  - b. When a takeover occurs (AM/PM) then a driver/transportation assistant will be paid from his/her punch- out time of his/her regular route to the conclusion of the field trip or the two (2) hour guarantee from time of posting, whichever is longer.
7. Payment for non-school day field trips which return early resulting in fewer hours than originally scheduled will be paid according to the following scale:

Scheduled Hours	Paid Minimum Hours
Less than 6	2
6-8	4
Greater than 8	6

If a field trip is canceled after the driver/transportation assistant has clocked in (per F-7) the driver will be paid a minimum of three hours and the driver will not be re-assigned a field trip because of the cancellation.

8. Field trips that originate at the Transportation Department shall include fifteen (15) minutes of pre-trip inspection and prescribed travel time allotted to the school. Field trips which end at the Transportation Department shall include the allotted travel time back from the school to the Transportation Department and fifteen (15) minutes of clean-up.
9. Should a field trip exceed the posted hours, the driver/transportation assistant will be paid the per-hour rate for the time worked.

G. General Guidelines

1. Upon return to the school, each driver with a field trip must have the school adult representative sign the Field Trip Request Form and list the exact time of return to the school.
2. Drivers/transportation assistants shall remain with the bus or accompany the student into the site of the field trip.
3. During the time a driver/transportation assistant is not operating the bus with students aboard, he/she will assist with supervision in an emergency situation.
4. Drivers/transportation assistants may not, except as noted below, leave the destination of the field trip.

EXCEPTION: Drivers/transportation assistants who participate in a field trip after their PM route or combination of PM route/field trip of four (4) or more hours duration shall be entitled to a thirty (30) minute meal break. (This meal break shall be on the bus or at the site of the field trip). However, should the driver/transportation assistant be able to secure private transportation, the driver/transportation assistant shall be entitled to a thirty (30) minute break away from the field trip site. If the field trip is out of district and involves more than one (1) bus and private transportation cannot be secured for a meal break, only one (1) bus will be allowed to leave the site for lunch/dinner break.

5. The driver(s)/transportation assistant(s) shall schedule the meal break with the school appointed adult representative and shall at all times keep the school-appointed adult representative informed of the driver's location. The length of the meal break may vary due to the availability of facilities.

**39.07 Re-certification of School Bus Drivers, Mechanics and Mechanic Helpers**

All school Bus Drivers in the State of Ohio must successfully complete the requirements to obtain a new Ohio School Bus Driver Certificate every six years. A new certificate will be issued upon the successful completion of the following state requirements:

1. Nine (9) hours of Ohio Pre-Service School Bus Driver Training classroom instruction.
2. A prescribed thirty (30) hour driving performance evaluation and review.

A Bus Driver who has been granted a new certificate and can demonstrate successful participation in one or both of the above-required programs will receive the following stipend:

1. For successful completion of nine (9) hours Pre-Service School Bus Training Class: Stipend

\$100.00

2. For successful completion of a driving performance evaluation and review: Stipend \$300.00.

NOTE: New Ohio Bus Driver Certificates can be obtained through alternative programs, which are not eligible for the above stipends.

**39.08 Transportation Guidelines**

- A. General Transportation Department directives will be posted prior to implementation unless an emergency exists. See Article 36.
- B. Drivers/transportation assistants who have down time on the clock will be assigned to various assignments (i.e. routes) as time and needs permits.
- C. Each CDL holder must pass his/her mandatory state physical examination. Each participant will be compensated one hour at his/her hourly rate.
- D. Bus Drivers and Transportation Assistant must be released from all medical restrictions to be eligible to participate in route bidding.
- E. All mandatory meetings required by the Transportation supervisor will be paid at the employee's regular rate of pay.

**39.09 Transportation Building Committee**

- A. A Transportation Building Committee will be established yearly. This committee will be a vehicle to promote and encourage staff involvement, site-based decision-making and continuous improvement. It shall meet at least once a month during the school year to discuss problem-solving, make decisions on matters as prescribed in the contract concerning department operations, policies, and programs. All issues brought to the Building Committee will be subject to the problem solving process. The committee will not deal with issues listed in Transportation Department employees' job descriptions.
- B. Members: The Transportation Department Committee will include: Transportation Supervisor, OAPSE Local President or designee, administrative assistant and at least two (2) Local 473 drivers/transportation assistants and a mechanic. To ensure that the committee is functioning effectively, the designated district administrator will provide orientation, support and assistance. The committee or the supervisor may request the participation of a resource person at any session.
- C. Agenda: The agenda for the committee meetings shall include items provided by the Supervisor or Assistant Supervisor and the OAPSE members. Neither party may veto the other's agenda item(s). The agenda shall be provided to committee members and will be posted twenty-four (24) hours in advance of a meeting.
- D. Minutes: The minutes of the meetings will be jointly discussed and written by the supervisor and the recording secretary. Minutes will be made available to all Transportation employees.
- E. Meetings: Meetings will not be scheduled during a driver committee member's regularly scheduled route. Scheduling exceptions can be determined by the committee.

- F. Payment: Drivers/transportation assistants will be paid the regular rate of pay for Transportation Building Committee time.

**39.10 Transportation Health Examinations**

- A. Health examinations required by the Board of Education as a condition of employment or continued employment will be paid for by the Berea Board of Education if the employee has said examination by a Board- appointed physician.
- B. If the employee is found to be unable to continue their employment due to the medical findings of a Board-ordered physical, the employee shall be eligible to apply for Worker's Compensation, a leave of absence, or the use of accumulated sick leave.
- C. Employees may also seek a second opinion for all Board required physicals (except for transportation employees who shall be subject to the guidelines developed by the Ohio State Department of Transportation). Such a second opinion shall be at the employee's own expense, provided it is not covered by the employer-provided insurance. Should the employee's own physician dispute the findings of the Board's physician, the Board and the employee shall select a third impartial physician whose findings are conclusive, with regards to the employee's ability to carry out his/her job functions as outlined in the employee's job description.
- D. If the employee desires to have the required physical examination performed by a physician of his/her own choice, the employee will pay for the said examination.
- E. This provision does not abrogate the Board of Education's right of requiring an employee to be examined by a physician of the Board of Education's choice.
- F. If a Bus Driver/transportation assistant fails to pass the medical examination required to drive a bus because of some permanent medical condition, he/she will be given medical consideration as outlined in Article 14.03.

**ARTICLE 40 – TRANSPORTATION DEPARTMENT SUBSTANCE ABUSE TESTING  
POLICY AND PROCEDURES**

**40.01 Transportation Department Employees**

- A. The Berea Board of Education will establish a drug and alcohol abuse testing policy and implementation procedures for regular and substitute Transportation Department employees who hold a CDL license. This policy and procedures will be in compliance with the rules and regulations established by the Omnibus Transportation Employees Testing Act of 1991 and all other related State and Federal mandates which went into effect January 1, 1995.
- B. It is understood by the Berea Board of Education and the OAPSE Local that the implementation of this policy as related to wages, hours and working conditions is to be agreed upon by both parties and is subject to all contractual rights as outlined in the OAPSE Contract.
- C. Discipline resulting from a violation of the drug and alcohol testing policies will be subject to the grievance and arbitration procedure as outlined in the OAPSE Contract.

**40.02 Background**

- A. This Alcohol and Drug Testing Policy and Procedures were developed in response to the Federal

Highway Administration's final rule on alcohol and controlled substances testing of commercial motor- vehicles drivers, as amended in 59 Federal Register 7484 issues February 15,1994 (49 CFT Part 382).

- B. All employees subject to this policy remain subject to all other policies regarding the use and/or possession of alcohol and controlled substances in the work place. These employees also remain subject to all other relevant federal, state, and local laws and regulations, including the Driver Disqualifications and Penalties (49 CFT Parts 383 and 391).
- C. All alcohol and controlled substance testing procedures will be conducted in accordance with the Department of Transportation's work place Drug and Alcohol Testing Programs, as amended in 59 Federal Register 7340, issued on February 15, 1994 (49 CFT Part 40).

**40.03 Transportation Department Drug and Alcohol Policy**

- A. In compliance with the rules and regulations established under the Omnibus Transportation Employees Testing Act of 1991 and all other federal and state mandates, the Berea City School District Board of Education will institute a drug and alcohol testing program for all regular Transportation employees and substitutes who hold a CDL license. These employees will be referred to as "driver" within the text of this policy.
- B. For purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to the district to drive a commercial motor vehicle.

**40.04 Drug/Alcohol Testing Requirements**

The Department of Transportation rules implementing the 1991 Omnibus Transportation Employees Testing Act requires school district to conduct pre-employment/pre-duty, reasonable suspicion, random, and post-accident alcohol and controlled substance testing of each applicant for employment or employee who is required to hold a CDL as a condition of employment. School districts with employees holding CDL's must comply with all laws.

The purpose of implementing the controlled substances/alcohol testing programs for school districts is to help prevent accidents and injuries resulting from illegal use of controlled substances/alcohol by employees who are employed in safety-sensitive functions including:

- a. All time inspecting equipment as required or inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- b. All time spent at the driving controls of a commercial motor vehicle in operation.
- c. All time, other than driving time, in or upon any commercial motor vehicle.
- d. All time loading or unloading a vehicle, supervising, or assisting in the loading and unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- e. All time spent by the driver performing functions related to accidents.
- f. All time repairing, obtaining assistance, or remaining in attendance upon a disable vehicle.

**40.05 Drug Tests**

No driver shall be on duty and possess, be under the influence of, or use any of the drugs, including but not limited to those listed below.

Drug tests will be conducted on urine specimens, which will be analyzed for the following drugs:

Marijuana	Opiates (including Heroin)
Cocaine/Crack	Phencyclidines (PCP)
Amphetamines	Any controlled substance

**40.06 Drug Testing Procedures**

Drug testing is conducted by analyzing a urine specimen. The driver provides a urine specimen in a location that affords privacy. After the donor has provided a urine sample, a collection site person is required to split the sample into two specimen bottles. Following completion of a chain of custody form, the collections site person ships both bottles to a U.S. Department of Health and Human Services (DHHS) certified lab for analysis. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. Only the primary specimen bottle is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a second opinion.

All drug test results are reviewed and interpreted by a physician, also known as a Medical Review Officer (MRO) before they are reported to the school district. If the lab reports a positive result to the MRO, the MRO contacts the driver (in person or by phone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug, the drug test result is reported as negative to the school district. If a driver tests positive, he/she must be removed from all safety-sensitive duties. The removal cannot take place until the MRO has interviewed the driver and determined that the positive drug test resulted from the unauthorized use of a controlled substance. The driver cannot return to his/her position until he/she has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation, and has a negative test result on a return-to-duty drug test. The district may implement follow-up testing procedures to monitor the employee's continued abstinence from drug use.

**40.07 Alcohol Testing Requirements**

Eligible drivers are prohibited from the use of alcohol that could affect performance of Bus Drivers including:

- a. Use of alcohol or controlled substances while on the job.
- b. Use of alcohol during the four (4) hours before driving a bus.
- c. Possession of alcohol while on duty or operating a commercial motor vehicle.
- d. Having prohibited concentrations of alcohol in the system while driving a bus.
- e. Using alcohol for eight (8) hours following an accident in which the driver is required to

take a post- accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first.

- f. Refusal to take a required test.
- g. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs), or if the driver tests positive for controlled substances.

The school district has the legal requirement to implement and enforce alcohol-testing regulations. The district must require the following testing:

- 1) Pre-employment
- 2) Reasonable suspicion
- 3) Random
- 4) Post-accident (See Article 40.09 B).

- h. Return to duty
- i. Follow-up: An evidential breath-testing device (EBT) will be used for alcohol testing.

NOTE: A driver is required to report the use of any prescription or nonprescription use of medicines containing alcohol or controlled substances.

#### **40.08 Alcohol Testing Procedure**

The alcohol testing procedure requires the use of a federally approved evidential breath-testing device (EBT). Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A screening test will be conducted first. Any result of more than 0.00 alcohol concentration is considered a “positive” test. If the alcohol concentration is 0.00, a second confirmation test must be conducted. All procedures, forms, equipment, and testing personnel must meet legal standards and requirements. Testing sites must be private and secure to ensure reliable results. If a driver’s alcohol concentration is greater than 0.00 but less than 0.04, the driver will be removed from his/her driving responsibilities for a minimum of twenty-four (24) hours or until a retest shows the alcohol concentration is less than 0.00. If the driver’s alcohol concentration is at or above 0.04 (legal limit 0.08), he/she will be removed from his/her job and cannot return until he/she has undergone evaluation and any necessary rehabilitation, and has successfully passed a return to duty breath test. Drivers in this category must submit to six (6) unannounced follow-up tests within the next twelve (12) month period.

An employee who does not provide enough breath for the test is sent to a physician who evaluates the employee’s medical ability to provide an adequate amount of breath. If the doctor is unable to find a medical explanation for the employee’s failure to provide enough breath, the employee will be considered to have refused to take a test, which is prohibited in these rules. If the employee is unable to provide an adequate amount of breath due to a verified medical condition, a blood alcohol test will be administered.

#### **40.09 Required Drug/Alcohol Tests**

The Department of Transportation regulations require that the school district institute the drug/alcohol testing requirements at the following times:

A. Pre-employment Testing

As part of the pre-employment screening process, a candidate for a Transportation Department position requiring a CDL will undergo a drug and alcohol test, which meets all Federal standards. The employment candidate must successfully pass both tests before the Board of Education will consider an employment recommendation. Exceptions to this regulation can be made if the employment candidate has participated in a drug/alcohol-testing program within the previous twelve (12) months, which meets all Federal guidelines.

B. Post-Accident

The school district is required to administer a drug and alcohol test when a Bus Driver is cited for a moving violation while driving in relation to an accident or when any person in an accident has been fatally injured. Testing may be required following all accidents. As soon as practical, but within no less than two (2) hours after the qualifying accident, the surviving driver shall be tested for alcohol concentration. Drug testing must be conducted within thirty-two (32) hours after the time of the accident. The district cannot require a controlled substance test after thirty-two (32) hours.

If the driver leaves the scene of an accident before testing can take place or fails to remain readily available for testing, the district can deem that the employee refused to submit to the test. Such a refusal will be treated as if the driver had a verified "positive" drug test or had an alcohol test result of 0.04 or greater. On-site police or public safety officials may administer drug/alcohol tests in lieu of the school district.

In the event that a driver is required to undergo a U.S. Department of Transportation (DOT) post-accident drug and alcohol test, the driver shall be placed on paid administrative leave pending the receipt of the test results. The driver shall remain in paid status during this period unless and until the results are received.

C. Random Testing

The school district is required to administer unannounced drug/alcohol testing on a random basis. A scientifically valid method will be used for the district's random selection process. Alcohol testing will occur just before, during, or after driving a school bus. A driver may be randomly tested for a controlled substance at any time. The random testing must be done each year according to Federal Guidelines.

D. Reasonable Suspicion Testing

When there is "reasonable suspicion" that a driver has violated the drug/alcohol misuse policy, the district will require a drug or alcohol test. A supervisor can determine reasonable suspicion and must document the grounds for reasonable suspicion within twenty-four (24) hours of the observed behavior or before results of testing are released whichever is later. The supervisor must base his/her decision that reasonable suspicion exists to require testing on specific observations that occur at a given time concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic drug or alcohol use and/or withdrawal effects of drugs/alcohol.

E. Return to Duty Testing

Prior to returning to duty, the district will require a driver who has violated the drug/alcohol rules to submit to a return to duty test. The results must indicate a negative result for drug abuse or a result

of 0.00 on an alcohol test. (Also see Referrals, Evaluations, and Treatment).

F. Follow-Up Testing

If a substance abuse professional (SAP) determines that a driver needs assistance resolving problems related to drug/alcohol use, the district will implement unannounced follow-up testing following the driver's return to duty. The number and frequency of the tests will be determined jointly between the district and the SAP, but must consist of at least six (6) unannounced tests during the first twelve (12) months following the driver's return to duty. Follow-up testing may be done for up to sixty (60) months.

**40.10 Referral/Evaluation/Treatment**

(See Board Policy)

The district will advise a driver who engages in conduct prohibited by either the alcohol or controlled substance provisions of the available resources for evaluation and treatment of an alcohol/drug abuse problem. The school district is not obligated to advise a driver of evaluation and treatment available, if he/she refuses to submit to or fails a pre-employment test.

It is the responsibility of the substance abuse professional (SAP) to evaluate each driver who violates these rules to determine whether the driver needs assistance resolving problems associated with alcohol/drug abuse and refer the driver for any necessary treatments. Before returning to duty after a violation, each driver must undergo an applicable alcohol or controlled substance test with a result of 0.00 alcohol concentration and/or a verified negative drug test result. For a driver to return to duty following a drug test that results in a verified positive result, the driver must stop using drugs, be evaluated by a SAP, and take a return-to-duty drug test with a negative result. (See E. Return-to-Duty Testing and F. Follow-up Testing above).

Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Board's rules and regulations (other than prohibitions regarding drug and alcohol use) will not be suspended or discharged for revealing their drug and/or alcohol use. The employee will be referred to the Board's Employee Assistance Program and will be transferred to a non-safety-sensitive position, if one is vacant and such a transfer is not a contract violation. The employee would receive the rate of pay for such a position. If there is no vacant position, the employee shall use earned vacation time and/or earned compensation time, or be placed on an unpaid leave of absence for not more than two (2) years. The employee will be permitted to return to a safety-sensitive position only upon approval of a substance abuse professional, the MRO, and a negative alcohol/drug test result.

A driver who violates the terms of this policy and fails to satisfactorily participate in a rehabilitation program will be non-renewed, suspended or terminated in accordance with prescribed school district administrative regulations and procedures.

**40.11 Record Retention/Confidentiality**

The school district will implement strict confidentiality procedures for all drug and alcohol testing results and record maintenance.

Records will be placed in a secured access location within the district. Strict confidentiality must be observed by the district, the drug testing laboratory, and the medical review office (MRO).

Only school officials who are directly involved in matters related to this policy will have access to records. Test results will not be released to others without the express written consent of the driver.

**40.12 Random Drug/Alcohol Testing Procedure**

The Berea City School District will follow current federal guidelines.

Drug Testing – Drug testing may be performed at any time while the driver is at work. The driver may be doing clerical and/or mechanical repair duties at the time of notification by the supervisor or designee.

Alcohol Testing – A driver shall only be tested during driving time, or immediately prior to or immediately after driving time.

1. The selection of drivers shall be made by a computer-based random number generator using the employee's social security number.
2. Each driver shall have an equal chance of being tested each time selections are made.
3. Those drivers selected will be notified of their selection by the Supervisor or Assistant Supervisor of Transportation in a confidential manner at route punch-in time of the morning they are to report for testing.
4. Those drivers selected to participate in the testing procedure outside of their route times will be compensated a minimum of one hour at their hourly rates of pay.
5. In the event a driver, who is selected for a random test, is ill, on vacation, on leave, or absent for any reason, the selection will be kept confidential and will be announced to the driver upon his/her return.
6. If the driver is off work for an extended period, the driver will not be asked to submit a test during this period.
7. The driver's name may be removed from the selection pool for that cycle during a period of extended absence. If this is done for drug testing and the driver is out of the program for more than thirty (30) days, the pre-employment testing provisions of this policy will apply.
8. If an invalid positive test, as determined by the MRO, results in the use of sick leave, loss of wages or field trip assignment, repayment of the above will be made to the employee.

**40.13 Provider**

The Berea City School District will contract with Southwest General Hospital to provide all services related to the implementation of the district's drug/alcohol testing policy. These services will be in full compliance with all rules and regulations in the Omnibus Transportation Employees Testing Act of 1991 and any related federal and/or state laws.

The provider will be responsible that all apparatus and procedures meet all Federal guidelines and comply with the school district's drug/alcohol testing policy.

The Berea City School District may change providers only after giving the OAPSE Local a thirty (30)

day notice of the change.

## **ARTICLE 41 – ASBESTOS REMOVAL**

- 41.01** No quantity of asbestos-containing pipe insulation or other asbestos-containing materials except floor tile removed by district employees following the Resilient Floor Covering Institute guidelines shall be removed or disturbed in District buildings and facilities unless the work is supervised by an individual certified as an asbestos abatement specialist in the State of Ohio and the work is performed by trained and qualified persons. The school district will provide OSHA Asbestos Class II RFCI Worker training for those employees that will remove floor tile.
- 41.02** All asbestos abatement work except floor tile removed by district employees following Resilient Floor Covering Institute guidelines shall be performed by contractors licensed to perform asbestos abatement work in the State of Ohio in accordance with “job specific asbestos abatement specifications” or the “Work Procedures for the Incidental Repair and Removal of Asbestos-Containing Materials”.
- 41.03** In addition to these work procedures, all federal, state and local regulations must be complied with. Any work must be performed according to the strictest procedures that apply. Guidance for conditions not covered in the Work Procedures or regulations will be obtained from USEPA Publication No. 560/5- 85-024, “Guidance for Controlling Asbestos-Containing Materials in Buildings”. In addition, considerations such as building occupancy, work location, nature of the asbestos- containing materials or other factors may require alternate, more strict procedures.
- 41.04** If the proposed work involves drilling, sanding or otherwise abrading any quantity of fireproofing or other asbestos- containing materials which can result in the dispersal of asbestos fibers into the air, the work must be performed using temporary enclosures, special HEPA vacuum attachments to tools and/or negative pressure systems.

## **ARTICLE 42 – CONFLICT WITH LAW**

- 42.01** Any provisions of this Agreement found to be contrary to law, in violation of regulatory agency rules and regulations, or which are superseded by federal or state legislation, shall be renegotiated in accordance with provisions of this document.

## **LEGACY DOCUMENT**

This document reflects excerpts from the July 1, 2016 – June 30, 2019 Agreement between the Berea Board of Education and the Ohio Association of Public School Employees, Locals 213, 473 and 656 that are no longer applicable. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow for this language to be placed back into the contract and be implemented.

### **5.12 Fair Share**

- A. *All classified personnel as defined in Article 1 – Recognition, of the contract who are regularly scheduled to work fifteen (15) or more hours per week as of October 1, and have wages that can be calculated to be \$8,000 or more, from July 1<sup>st</sup> to June 30<sup>th</sup>, will be assessed and required to pay to OAPSE through payroll deduction, a “fair share” payment. Superseding this “fair share” payment will be the payment of active membership dues to OAPSE. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Board of the fair*

*share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deduction. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Board to the Union in the same manner except that written authorization for deduction of fair share fees is not required.*

- B. It shall be the responsibility of the Union to prescribe an internal rebate procedure to determine what rebate, if any, shall be made to service fee payers, which conforms to the provisions of Section 4117.09(c) of the Ohio Revised Code.*
- C. The Union agrees that it will indemnify and hold the Board harmless from any claims, actions and demands by any employees or organization arising from the deduction fair share fees made by the Board pursuant to this Article and to defend the Board in any such claims, actions and demands through attorneys selected by the Union. The Board agrees to accept attorneys selected by the Union for the defense of claims, actions and demands by any employees or organization arising under this Article.*



APPENDIX A – APPLICATION FOR USE OF SICK LEAVE FORM

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_ Certified  
\_\_\_\_ Classified

Berea City School District

APPLICATION FOR USE OF SICK LEAVE

POSITION \_\_\_\_\_ Building \_\_\_\_\_

The undersigned states that he/she is making application to use sick leave as provided in Section 3319.141, Ohio Revised Code and that the use of this sick leave is justified for the following reasons:

- 1) \_\_\_\_\_ Personal Illness
- 2) \_\_\_\_\_ Personal Injury
- 3) \_\_\_\_\_ Illness/Immediate Family
- 4) \_\_\_\_\_ Injury/Immediate Family
- 5) \_\_\_\_\_ Pregnancy
- 6) \_\_\_\_\_ Temporary Disability
- 7) \_\_\_\_\_ Exposure to Contagious Disease
- 8) \_\_\_\_\_ Doctor Appointment

**NOTE:** If absent for five (5) or more consecutive days due to personal illness or injury, a statement from your doctor verifying that the employee is able to return to work must be attached.

- 9) \_\_\_\_\_ Facilitating adoption/guardianship process (can apply for up to 10 paid contracted workdays)
- 10) \_\_\_\_\_ Adoption or assuming guardianship (can apply for up to a total of 30 paid contracted workdays)

I request \_\_\_\_\_ day(s) of sick leave beginning at \_\_\_\_\_ on \_\_\_\_\_,  
(time) (day)  
\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_,  
(date) (time) (day) (date)

\_\_\_\_\_  
Signature Date

**FALSIFICATION OF THIS STATEMENT OR MISUSE OF SICK LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY O.R.C ~~3319.16, 3319.0 AND 124.38~~ 3319.141 AND 124.28. (Revised 10/29/2019 to align with Ohio Revised Code).**



# APPENDIX B – APPLICATION FOR USE OF PERSONAL LEAVE

Please PRINT

\_\_\_\_\_ Last Name

\_\_\_\_\_ First Name

Copies as follows: White to Personnel Yellow returned to bldg. payroll secretary Pink returned to employee	_____ Certified  _____ Classified
---	---

## APPLICATION FOR USE OF PERSONAL LEAVE

Employees may receive up to three (3) days of Personal Leave per year. Any unused Personal Leave from the school year (7/1 through 6/30) will be converted to sick leave and added to an employee's accumulated sick leave total effective the following school year.

The reasons for the use of personal leave shall be defined as follows:

**FUNERAL** – to be used to attend the funeral of an individual outside the immediate family or for bereavement leave for the immediate family.

**WEDDING** – Immediate family, the employee (himself/herself) or when a member of the wedding party.

**COURT APPEARANCE/LEGAL MATTERS** – Serving as a witness, plaintiff, or defendant, court action, settlement of estate, etc.

**FAMILY OBLIGATION** – To attend to matters (graduation, honors, parent conferencing), when it cannot be arranged outside of the work day involving the immediate family as defined below: Immediate family is defined as husband, wife, children, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and custodial child.

**HOME EMERGENCY** – Involving potential or actual damage to home or property.

**PERSONAL BUSINESS** – Shall be defined as business of a personal nature which cannot be conducted before or after the work day, on weekends, or during vacation periods.

Limitations for the Use of Personal Leave

- Personal leave is limited to one (1) day before or after a holiday, spring break or winter break, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
- Personal leave may not be used on the first or last day of the school year for students.
- Personal leave may not be used for vacation or recreational activities.
- Personal leave may not be used for professional activities.

**Send to: Director of Personnel and Employee Relations**

Personal Leave is requested for (date): \_\_\_\_\_

I request \_\_\_\_\_ day(s) of personal leave beginning at \_\_\_\_\_ on \_\_\_\_\_,

(time)

(day)

\_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_

(date)

(time)

(day)

(date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date

Received by: \_\_\_\_\_  
Signature Date

**FALSIFICATION OF THIS STATEMENT OR MISUSE OF PERSONAL LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY O.R.C. ~~3319.142 and 124.386~~ 3319.142 and 124.386 (Revised 10/29/2019 to align with Ohio Revised Code).**



APPENDIX C – EDUCATIONAL REIMBURSEMENT FORM

BEREA CITY SCHOOL DISTRICT  
EDUCATIONAL REIMBURSEMENT FORM  
FOR CLASSIFIED EMPLOYEES

I, \_\_\_\_\_, request reimbursement for the following course:

\_\_\_\_\_   
Course Title (Attach course description from college catalog or brochure)

Name and Address of College/University/Institution where course was taken: \_\_\_\_\_  
\_\_\_\_\_

Cost per credit hour at this college/university/institution: \_\_\_\_\_

Beginning and ending dates of course: \_\_\_\_\_

During the calendar year:      2023                      2024                      2025                      2026 (circle one)

This is my:      1<sup>st</sup> \_\_\_\_\_      2<sup>nd</sup> \_\_\_\_\_      3<sup>rd</sup> \_\_\_\_\_ (check one) course for which I am seeking reimbursement this calendar year.

Tuition Cost: \$ \_\_\_\_\_                      Reimbursement requested: \$ \_\_\_\_\_

(Reimbursement cannot exceed cost of course. Please refer to OAPSE contract, Article 27.19 for details. Maximum reimbursement is \$440.00 for 4 credit/60 hour course.)

**REQUIRED:** Attach evidence of successful completion of the course or certification/training program, such as transcript or other official verification indicating credit or grade earned, **and proof of payment.**

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

-----  
Approved by:

\_\_\_\_\_  
Director of Personnel & Employee Relations

\_\_\_\_\_  
Date

**APPENDIX D – APPLICATION FOR ADDITIONAL TRAINING STIPEND**

**APPLICATION FOR ADDITIONAL TRAINING STIPEND**

(Employees shall request written approval from their supervisor, building administrator or Director of Personnel in advance of taking the training to ensure qualification for the stipend.)

\_\_\_\_\_  
Name Building

\_\_\_\_\_  
Position or Classification Date Request Submitted

I request that I be considered for the “Additional Training Stipend” under Article 27, Section 27.06 of the OAPSE Contract effective July 1, 2022.

A. Training or Course Title: \_\_\_\_\_

B. Training or Course Description: (attach brochure if available)  
\_\_\_\_\_  
\_\_\_\_\_

C. Number of Classroom Instructional Hours of Training: \_\_\_\_\_

D. Date(s) of Training Session(s): \_\_\_\_\_  
\_\_\_\_\_

E. Place and Address of Training or Course: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Cost to Employee of Proposed Training: \_\_\_\_\_

\_\_\_\_\_  
Employee’s Signature

.....  
**DO NOT WRITE BELOW THIS LINE**

Your request for this training is \_\_\_\_\_ approved \_\_\_\_\_ not approved for the following reason: \_\_\_\_\_

Supervisor/Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

If approved, you must submit evidence of successful completion to the supervisor whose name appears above. Whether approved or not, we hope you have a positive learning experience. If not approved, you may discuss the situation further with your supervisor or director.

**(Please forward immediately to the Director of Personnel and Employee Relations)**



**APPENDIX E – ACCESS TO PERSONNEL FILE**

**BEREA CITY SCHOOL DISTRICT**

Department of Personnel and Employee Relations

Access to Personnel File  
(other than Berea City School District Administration)

Date of Request \_\_\_\_\_ Time \_\_\_\_\_

Party Making Request for Access:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_

Employee Record to be Reviewed \_\_\_\_\_

Reason(s) for Access:

-----  
**FOR OFFICE USE ONLY**

Date Employee Contacted \_\_\_\_\_ Time \_\_\_\_\_

Employee Requests Presence: Yes \_\_\_\_\_ No \_\_\_\_\_

Employee Requests Representation: Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Representative \_\_\_\_\_

Date of Review \_\_\_\_\_ Time \_\_\_\_\_

Parties Present:

General Comments:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

One copy will be provided to the employee and one copy to the Director of Personnel and Employee Relations. All reviews will occur at the Administration Building.

**APPENDIX F – APPLICATION FOR USE OF COMPENSATORY TIME**

Complete four copies as follows:  
 1 copy to Personnel  
 1 copy attached to timesheet  
 1 copy returned to building  
 1 copy returned to employee

\_\_\_\_\_ Certified  
 \_\_\_\_\_ Classified

Substitute Needed  
 Yes  No   
 Substitute Secured  
 Yes  No

BEREA  
 CITY  
 SCHOOL  
 DISTRICT



**APPLICATION FOR USE OF COMPENSATORY TIME**

*Certified employees see B.F.T. Contract, Article II, Sec. F, 7.  
 Classified employees see O.A.P.S.E. Contract, Article 6.05 and 11.01*

Employee's Name: \_\_\_\_\_

Position: \_\_\_\_\_ Building: \_\_\_\_\_

Date/Time to be used for Compensatory Leave: \_\_\_\_\_  
Date Time

SCHEDULING OF CERTIFIED COMPENSATORY TIME IS SUBJECT TO AVAILABILITY OF SUBSTITUTES.

Reason for Compensatory Leave:  
*(Circle One)*  
 → Overtime  
 → Building Committee  
 → Other: (explain)

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

Classified Staff Only:  
 Date of Overtime \_\_\_\_\_  
 Amount of Overtime Hours \_\_\_\_\_  
 Amount of Hours over 40 the week \_\_\_\_\_  
 Amount of Compensatory Time due to Employees: \_\_\_\_\_

\_\_\_\_\_  
 Employee's Signature/Date

\_\_\_\_\_  
 Building Administrator's Signature/Date

Send to: Director of Personnel and Employee Relations  
**TEACHERS MUST CALL THE PERSONNEL OFFICE TO REQUEST A SUBSTITUTE**



**APPENDIX H – CATASTROPHIC LEAVE DONATION APPLICATION**

**BEREA CITY SCHOOL DISTRICT  
CATASTROPHIC/NON-CATASTROPHIC LEAVE DONATION APPLICATION**

TO: Members of OAPSE 213, 473, 656, BFT, BASA

FROM: Director of Personnel & Employee Relations

Approval has been granted for \_\_\_\_\_, to receive donations of sick leave under our catastrophic/non-catastrophic sick leave policy. The reason for the catastrophic/non-catastrophic leave is due to \_\_\_\_\_. If you would like to donate day(s), kindly complete the form below and return to the Personnel Department at your earliest convenience. Thank you.

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER XXX-XX- \_\_\_\_\_  
(last 4 digits)

BUILDING \_\_\_\_\_ DATE \_\_\_\_\_

I agree to donate \_\_\_\_\_ day(s) of my accumulated sick leave as catastrophic/non-catastrophic leave for:

\_\_\_\_\_. I understand that I can donate up to a maximum of five  
(Name)

(5) days per request, and that any days used for this purpose will not be returned to me.

\_\_\_\_\_  
Signature of employee donating sick leave

Dear \_\_\_\_\_,

\_\_\_\_\_ days from your donation of \_\_\_\_\_ days have been used.

Those days used will be deducted from your sick leave accumulation. Our colleague in need appreciates your generosity.

\_\_\_\_\_  
Signature of Treasurer/Payroll Coordinator

\_\_\_\_\_  
Date

**APPENDIX I – COMPLAINT BY THE AGGRIEVED**

**Ohio Association of Public School Employees**

**BEREA CITY SCHOOL DISTRICT**

**COMPLAINT BY THE AGGRIEVED**

(Submit in triplicate to immediate supervisor)  
(TYPE OR PRINT)

Date of occurrence \_\_\_\_\_ Date filed \_\_\_\_\_

Name of Employee(s) \_\_\_\_\_ Building/Dept. \_\_\_\_\_

Date of Informal Level \_\_\_\_\_ Administrator at Informal Level \_\_\_\_\_

Representative at Informal Level \_\_\_\_\_

CONTRACT ARTICLE(S) or SECTION(S) VIOLATED: \_\_\_\_\_

STATEMENT OF GRIEVANCE:

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

REMEDY-REQUESTED:

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

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED

\_\_\_\_\_  
SIGNATURE OF LOCAL PRESIDENT

SUPERVISOR USE ONLY:

Date written grievance received: \_\_\_\_\_

Date of hearing: \_\_\_\_\_ (Scheduling of hearing must take place within five working days of receipt.)

Date of Step 1 hearing: \_\_\_\_\_ (Hearing must take place within ten working days of receipt of written grievance.)

Date of written reply: \_\_\_\_\_ (within five (5) working days of formal hearing)

## APPENDIX J – OAPSE GRIEVANCE TIMELINE

	<u>Timeline</u>	<u>Action</u>
<b>Alleged violation</b>		
Grievant	within twenty working days	request for informal meeting
Administrator	within ten working days	holds meeting with grievant to solve problem (not in writing at this point) resolution may or may not be achieved
<b>Grievant not satisfied</b>		
Grievant	within five working days	files IN WRITING on grievance form
Administrator	within five working days of receipt of written grievance	schedules hearing
Administrator	within ten working days of receipt of written grievance	formal hearing meeting takes place (STEP 1)
Administrator	within five working days of hearing	answers grievance in writing
<b>Grievant not satisfied – Appeal Level (STEP 2)</b>		
Grievant	within five working days of Step 1 answer	appeal in writing to Personnel Director
Administrator	within ten days of receipt of written appeal	holds meeting
Administrator	within ten working days of meeting	Personnel Director answers grievant in writing
<b>Grievant not satisfied</b>		
Grievant	within five working days	notify Director of Personnel in writing
Admin. & OAPSE	decision to proceed within five days	goes to problem solving step by mutual agreement
OAPSE/Grievant, Supt. & Per. Dir.	within fifteen working days	problem solving meeting held with everyone involved
Superintendent	within twenty working days	writes disposition
<b>Grievant still not satisfied</b>		
	OAPSE may or may not pursue	
OAPSE	within fifteen working days	submits grievance to Dir. of Personnel for STEP 3 hearing meeting
	within thirty working days	OAPSE and Dir. of Personnel confer to request arbitrator
Arbitrator	FINAL DECISION	Everyone must accept Arbitrator's decision as final.

## APPENDIX K – INTERVENTION/IMPROVEMENT PLAN

### Intervention/Improvement Plan

**Statement of Purpose:** The purpose of the Intervention/Improvement Plan is to assist the employee in identifying the specific area(s) that need improvement and to offer the employee a means of support for improving job performance.

#### Plan Format

- I. Statement of issue(s)
  
- II. Goal(s)
  
- III. Action steps
  
- IV. Timeline
  
- V. Resources needed
  
- VI. Evidence of goal achievement
  
- VII. Employee comments
  
- VIII. Supervisor comments

---

Employee Signature

---

Date

---

Supervisor Signature

---

Date

Final Disposition:

Supervisor Comments:

Employee Comments:

---

Employee Signature

---

Date

---

Supervisor Signature

---

Date

**APPENDIX L – APPLICATION FOR USE OF NON-MEDICAL CUSTODIAL LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name

\_\_\_\_\_ Classified  
\_\_\_\_\_ Certified

**APPLICATION FOR USE OF NON-MEDICAL CUSTODIAL LEAVE\***

EMPLOYEE NAME \_\_\_\_\_

POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

\*Custodial care of immediate family members for non-medical reasons will be limited to five (5) days per school year (July 1<sup>st</sup> through June 30<sup>th</sup>). The first two days will be charged against the employee’s sick leave and the next three days will be charged against the employee’s accumulated personal leave or sick leave, the choice will be up to the employee which account, sick or personal leave, is to be debited.

I request \_\_\_\_\_ day(s) of non-medical custodial leave beginning at \_\_\_\_\_ on \_\_\_\_\_  
(time) (date)  
and ending at \_\_\_\_\_ on \_\_\_\_\_.  
(time) (date)

Charge the following date(s) and time(s) (.25, .5, .75, 1) against my *sick leave* balance:

Charge the following date(s) and time(s) (.25, .5, .75, 1) against my personal leave balance:\*\*

- \*\*The same limitations for the use of Personal Leave shall apply:
1. Personal leave is limited to one (1) day before or after a holiday, unless extenuating circumstances occur.
  2. Personal leave may not be used on the first or last day of the school year for students, unless extenuating circumstances occur, as approved by the Director of Personnel and Employee Relations.
  3. Personal leave may not be used for vacation or recreational activities.
  4. Personal leave may not be used for professional activities.

\_\_\_\_\_  
Signature Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF NON-MEDICAL CUSTODIAL LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. ~~3319.16, 3319.01 AND 124.38~~ 3319.141, 3319.142, 124.386 AND 124.38 (Revised 10/29/2019 to align with Ohio Revised Code).

For Personnel Office Use:

This request for \_\_\_\_\_ days of non-medical custodial care will count toward your allocation of 5 days for the current school year (July 1<sup>st</sup> – June 30<sup>th</sup>). You have \_\_\_\_\_ days remaining for the current school year.

**APPENDIX M – REQUEST FOR USE OF RELIGIOUS LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_\_ Classified

\_\_\_\_\_ Certified POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**REQUEST FOR USE OF RELIGIOUS LEAVE**

Request must be received in the Personnel Office 1 month prior to the date of the religious holiday

Religious leave may be granted with pay, upon approval, to employees who must be absent from work on a religious holiday(s). A maximum of two (2) days per year may be granted upon request. The request for religious leave must be submitted in writing to the Director of Personnel and Employee Relations at least one (1) month prior to the day(s) requested. Religious leave when granted will not be deducted from the employee’s accumulated sick leave or from the employee’s three (3) days of personal leave.

I request religious leave to be used on \_\_\_\_\_ for the following religious holiday: \_\_\_\_\_.

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

\_\_\_\_\_  
Date

FALSIFICATION OF THIS STATEMENT OR MISUSE OF RELIGIOUS LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. ~~3319.16, 3319.01, AND 124.38~~ AND 3319.141 (Revised 10/29/2019 to align with Ohio Revised Code).

Request for use of religious holiday is:

\_\_\_\_\_ Approved

\_\_\_\_\_ Not Approved

\_\_\_\_\_  
Director of Personnel & Employee Relations

\_\_\_\_\_  
Date

If religious leave is denied, the employee may appeal the denial to the Superintendent and the OAPSE/BFT President. Their decision will be final and not subject to the grievance procedure.

**APPENDIX N – APPLICATION FOR USE OF BEREAVEMENT LEAVE**

**BEREA CITY SCHOOL DISTRICT**

Please PRINT \_\_\_\_\_  
Last Name First Name

\_\_\_\_\_ Classified

\_\_\_\_\_ Certified POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

**APPLICATION FOR USE OF BEREAVEMENT LEAVE**

One (1) day of bereavement leave will be granted with pay due to a death in an employee’s immediate family as defined under Sick Leave. *This day will not be deducted* from the accumulated sick leave.

**Additional days** used for bereavement will be deducted from either the employee’s sick leave or personal leave. The choice will be up to the employee which account, sick leave or personal leave is to be debited.

*I request a bereavement leave day on \_\_\_\_\_ (date) due to the death of the following member of my immediate family:*

- |                               |                                      |
|-------------------------------|--------------------------------------|
| _____ Husband/Wife            | _____ Child/Custodial child          |
| _____ Mother/Father           | _____ Mother/Father-in-law           |
| _____ Grandmother/Grandfather | _____ Grandmother/Grandfather-in-law |
| _____ Brother/Sister          | _____ Brother/Sister-in-law          |
| _____ Daughter/Son-in-law     | _____ Grandchild                     |

Deduct the following **additional** date(s) and amounts (.25, .5, .75, 1) that I used for bereavement against my **sick leave** balance:

Deduct the following **additional** date(s) and amounts (.25, .5, .75, 1) that I used for bereavement against my **personal leave** balance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Request

FALSIFICATION OF THIS STATEMENT OR MISUSE OF BEREAVEMENT LEAVE CAN RESULT IN DISCIPLINARY ACTION AS DEFINED BY ORC. ~~3319.16, 3319.01, AND 124.38~~ AND 3319.141 (Revised 10/29/2019 to align with Ohio Revised Code).








**BCSD**

Berea City School District  
**EXCELLENCE • INTEGRITY • PURPOSE**

Serving Berea, Brook Park and Middleburg Heights

**HELPING YOU UNDERSTAND**  
Your Benefit Choices

**2025**



This is a high-level benefits guide of certain benefits your employer offers. The information in this booklet is intended as a general outline of the benefits offered under your employers benefits program and should not be considered legal, investment or other benefits advice. Specific details and plan limitations are provided in the Summary Plan Descriptions (SPD), which is based on the official Plan Documents that may include policies, contracts and plan procedures. The SPD and Plan Documents contain all the specific provisions of the plans. In the event that the information in this brochure differs from the Plan Documents, the Plan Documents will prevail. Benefit plans are subject to change, amendment, or termination without notice to or the agreement of any employee/participant. All protected health information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact Payrolls.

If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see the "Notices" Section in the back of this benefits booklet.

*\*This guide may or may not be applicable to union employees.*

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# WELCOME

## BENEFITS MENU | ENROLLMENT

### BENEFITS OFFERED

#### MY HEALTH

Medical | **Medical Mutual**  
Prescription | **Express Scripts**  
Dental | **MetLife**  
Vision | **MetLife**

#### MY LIFE

Life and AD&D | **MetLife**  
Accident | **AFLAC**  
Critical Illness | **AFLAC**

#### MY EXTRAS

TeleMedicine | **First Stop Health**  
Wellness | **Southwest General**

#### ENROLLMENT INSTRUCTIONS

1. Review the information in this guide and benefit plan summaries.
2. Sign into ESS and complete your enrollment.
3. You will not be allowed to make changes after the open enrollment window closes, unless you experience a qualifying life event.

#### IMPORTANT

***You must notify Payroll and change elections within 30 days of the event.***



#### Helpful Tips To Consider Before You Enroll

1. **Do you plan to enroll an *eligible dependent(s)*?**  
If so, make sure to have their social security numbers and birthdates available. You cannot enroll your dependent(s) without this information.
2. **Have you recently been *married/divorced or had a baby*?**  
If so, remember to add or remove any dependent(s) and/or update your beneficiary designation.
3. **Do you have dependents over the age of 26 that still need coverage?** Additional information is required, please contact Sarah Jocke

# ELIGIBILITY

## RULES | REQUIREMENTS

### EMPLOYEE ELIGIBILITY

Your coverage will be effective on the first day of employment.

### DEPENDENT ELIGIBILITY

You may also enroll eligible dependents for benefits coverage. A **'dependent'** is defined as the **legal spouse** and/or **'dependent child(ren)'** of the plan participant or the spouse.

**The term 'child' refers to any of the following:**

- A natural (biological) child;
- A stepchild;
- A legally adopted child;
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse/domestic partner; or
- Disabled dependents may be eligible if requirements set by the plan are met.



### SPOUSE ELIGIBILITY

Spouses who have access to their own employer-sponsored group medical coverage will pay an additional premium surcharge per pay to be enrolled on the Berea City School plan.

It is the employee's responsibility to advise Berea City School's immediately (within 30 days of change in eligibility) if the employee's spouse becomes eligible to participate in a group health plan or retirement plan.

## Qualifying Life Events

If you have a Qualifying Life Event and want to request a mid-year change, you must notify Payroll and complete your election changes within 30 days following the event. Be prepared to provide documentation to support the Qualifying Life Event.

Common life events include; Marriage, Divorce, New Dependent, Loss/gain of available coverage by you or any of your dependents.

***\*A full list of qualifying events can be found in the 'Required Notices' section of this benefits guide.***

### IMPORTANT

You cannot make changes to these elections during the year unless you experience a qualified family status change, which must be reported to Payroll within 30 days of the event.

If you separate from employment, COBRA continuation of coverage may be available as applicable by law. COBRA Continuation details can be found in the notices section of this employee benefit guide.

# Wellness

## Overview



### How to Participate

Participation in the Berea City School District's Wellness Program is as easy as 1, 2, 3! By participating, you'll make strides in your wellbeing journey and earn incentives on your healthcare costs.

Make sure to complete your Personal Health Assessment and health screening (at an event onsite this fall or with your own provider) between July 1, 2025 and April 15, 2026 to earn a 2% reduction on your benefits premium beginning July 1, 2026.

**Create Your Account on the Southwest General Wellness Portal**  
Follow the instructions on this page to set up or log into your account; sync your wearable fitness trackers or devices; set your personal goals to customize your portal experience; and don't forget to schedule a session with a Wellness Coach!

**Complete Your Screening & Personal Health Assessment**  
You can complete your screening at an onsite event later in 2025 or with your own provider this year. You'll find the new physician screening form on the BCSD wellness portal. You can complete your Personal Health Assessment (PHA) on the portal, as well.

**Complete Wellness Activities to Earn Additional Incentives!**  
You can earn additional incentives all year long by participating in your own health and wellbeing! Earn wellness points by completing wellness activities listed in the participant program guide between July 1 and June 30. For every 500 points earned, you can cash in your points for \$5 in Amazon gift cards!

Participation is voluntary, but eligible employees and spouses who do not participate will not earn incentives towards healthcare costs in 2026.

### Wellness Portal Access Directions

Welcome to our new wellness portal, powered by Applied Health Analytics! Everything you'll need to keep tabs on your wellbeing and incentives is right at your fingertips - both on a computer and a smart device!

**URL: [BCSD.personalhealthportal.net](https://BCSD.personalhealthportal.net)**

### New Users/First Time Logging in

Type the SWG Wellness Portal URL into the address bar of a new browser or in the browser app of a smart device and hit "enter."

Click the "Sign Up" button at the bottom of the screen.

#### Complete Verification Data

- First Name, Last Name
- Enter your date of birth
- **ZIP CODE: 44017 (BCSD's ZIP code)**
- **Enter the last six digits of your SSN**  
Spouses: enter employee's last 6 digits of SSN plus "S"  
Example: 123456S
- Click "Verify"

Create your username and password according to the prompts. Click "Create Account."

### Existing Users

Type the SWG Wellness Portal URL into the address bar of a new browser and enter your username and password. Click "Log In."

**Need Help?**  
Get help resetting your password, logging in, or any other questions.

855.581.9910  
[hr@bcsd.org](mailto:hr@bcsd.org)  
Questions about the Southwest General Wellness Program?  
[swg@bcsd.org](mailto:swg@bcsd.org)



# HEALTH

## COMMON TERMS | PREVENTIVE SERVICES

### COMMON INSURANCE TERMS

A **PREMIUM** is the amount you pay for insurance, using pre-tax or post-tax dollars.

A **DEDUCTIBLE** is the amount of money you are responsible for paying each year before the plan begins to pay for covered services. Your plan has an Embedded deductible. **One individual must meet the single deductible. A combination of two or more members can meet a family deductible.**

**COINSURANCE** This is your share of the expense of covered services after your deductible has been paid when the company plan is paying a percentage. The coinsurance rate is usually a percentage.

**OUT-OF-POCKET (OOP) MAXIMUM** is the most you pay per Plan Year for health care expenses and applies to deductibles, flat-dollar copays and coinsurance for all covered services – including cost-sharing amounts for prescription drugs.

Once this limit is met, the plan will cover all in-network services at 100% until the end of the plan year.

**OUT-OF-NETWORK** charges are subject to reasonable and customary limitations, which means you are responsible for any charges that exceed the carrier's contracted amount (often referred to as balance billing). In addition, charges will be paid at the non-network deductible and coinsurance. Call your insurance carrier or refer to your provider's network directory to verify if the provider is in network – this includes all providers of care: radiologists, pathologist or any referrals from physicians.

### Preventive Services | Covered at 100% NO COST SHARE

All routine preventive services are covered at 100%, no coinsurance, no deductible if the claim is submitted as 'routine' or 'preventive' and the services performed fall within the approves list of preventive services. For a complete and updated listing, please go online and search uspstf-a-and-b recommendations or visit

<https://www.uspreventiveservicestaskforce.org>.

During your wellness visit, please remind your physician that you are visiting for the purpose of a wellness visit and proactively remind your physician to submit and code your wellness visit as preventive in nature. If your visit is submitted with a diagnosis, the wellness visit will not be paid at 100%, but instead, will be subject to deductible and coinsurance. Below are a few examples of services that can be recognized as preventive:

- Routine Wellness Exams, including well baby & child routine exams
- Cholesterol and lipid level screening
- Pelvic exam, pap test and screening mammograms
- Colorectal cancer screening, colonoscopies, sigmoidoscopies (age limit applies)
- Vaccines & immunizations: Hepatitis A & B, Influenza, Pneumonia, Shingles
- Contraceptives (specific list applies)
- Diabetes screenings

### PPO | In-Network & Out-of-Network Benefits Available

The PPO option offers the freedom to see any provider when you need care. When you use providers from within the PPO network, you receive benefits at the discounted network cost. Most expenses, such as office visits, emergency room and prescription drugs are covered by a copay. Other expenses are subject to a deductible and coinsurance.



### Did You Know?

- ✓ Preventive Services are covered at 100% In Network and copays & deductibles do not apply.
- ✓ You pay less out of pocket if you receive care from an In Network provider.

### How do I find an In-Network Medical Mutual Provider?

In-Network Medical Mutual providers can be found at <https://www.medmutual.com/> "Find a Doctor". Select Group and the network is SuperMed PPO.

# MEDICAL

## Medical & Prescriptions Overview

In-Network providers can be found at [www.medmutual.com/member](http://www.medmutual.com/member) and select the SuperMed PPO network or you can call the number on the back of your medical ID card.

	SWG	Network	Non-Network
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**Benefit Period is January 1st though December 31st**  
**Negotiated plan changes are effective July 1, 2025**

<b>Single Deductible</b>	\$0	\$500	\$1,000
<b>Family Deductible</b>	\$0	\$1,000	\$2,000

**COINSURANCE** (applies after deductible is met) & **Out-of-Pocket Max** (includes coinsurance and deductible and medical copays)

<b>Coinsurance (Plan Pays)</b>	100%	80%	60%
<b>Single Out of Pocket Maximum</b>	\$0	\$850	\$1,700
<b>Family Out of Pocket Maximum</b>	\$0	\$1,700	\$3,400
<b>Primary Care (PCP) - Office Visit</b>	\$10 copay	\$20 copay	60% after deductible
<b>Preventive Services</b>	100%	100%	60% after deductible
<b>Specialist - Office Visit</b>	\$15 copay	\$40 copay	60% after deductible
<b>Urgent Care Facility</b>	\$20 copay	\$75 copay	60% after deductible
<b>Emergency Room Visit</b>	\$150 copay	\$150 copay	\$150 copay

Prescription Drugs	Retail Pharmacy	Mail-Order
	30 days	90 days
<b>Rx Fill</b>		
<b>Tier 1 - Generic drug</b>	\$25 copay	\$50 copay
<b>Tier 2 - Preferred Brand</b>	\$60 copay	\$120 copay
<b>Tier 3 - Non-Preferred Brand</b>	\$90 copay	\$180 copay
<b>Tier 4 - Specialty</b>	30% (up to maximum of \$250)	
<b>Rx Out-of-Pocket Maximum</b>	Single	Family
	\$7,500	\$15,000
<b>TOTAL Network Out-of-Pocket Maximum, including Rx copays</b>	\$8,700	\$17,400

# PRESCRIPTION DRUGS

## Rx | PLAN COMPARISON

### TRADITIONAL DRUGS

**TIER 1 (GENERIC) | Lowest copay:** Most drugs in this category are generic drugs. Members pay the lowest copay for generics, making these drugs the most cost-effective option for treatment.

**TIER 2 | Higher copay:** This category includes preferred, brand name drugs that don't yet have a generic equivalent. These drugs are more expensive than generics, and a higher copay.

**TIER 3 | Highest copay:** In this category are nonpreferred brand name drugs for which there is either a generic alternative or a more cost-effective preferred brand. These drugs have the highest copay.

### SPECIALTY DRUGS

**TIER 4 | Highest specialty drug copay:** These drugs have the highest cost for specialty drugs, usually because there may be a more cost-effective generic or preferred brand available.

### WHERE CAN I FIND A DRUG LIST?

Typically, a full listing of covered drugs is found on your provider's website. A drug list, also called a formulary, is a list of generic and brand-name drugs covered by a health plan. Although a drug may be on the drug list, it might not be covered under every plan. Review the plan materials for details on specific benefits.

You can use drug lists to see if a medication is covered by your health insurance plan. You can also find out if the medication is available as a generic, needs prior authorization, has quantity limits and more.

To see if your medication is covered, log onto [www.express-scripts.com](http://www.express-scripts.com) to create an account. Then choose Price a Medication under the Prescriptions menu. You can also call Express Scripts at the Rx information number on your identification card.



### Save Money With Generic (Tier 1) Drugs

Ask your doctor if it's appropriate to use a generic drug rather than a brand.

Generic drugs are less expensive, and according to the FDA, they contain the same active ingredients and are identical in dose, form and administrative method as a brand name.

**Generic Incentive –** If a brand name prescription is purchased when a generic is available, you will pay the difference between the cost of the generic and brand name drug in addition to the brand name copay.

### Helpful Rx Cost Savings Tools & Tips:

**GOOD Rx -** There are many tools online that you can use in order to save on prescription costs. One being GoodRx.com, an online Rx database that allows you to find what pharmacy is the cheapest for your specific prescription. Additionally, you may be able to find a coupon that will greatly reduce your cost. It is important to remember that many of the coupons can only be used outside of your plan (will not count towards your maximums).

**ASK YOUR DOCTOR –** Make sure to ask if there are cost savings alternatives to the prescription they are providing. Many times, there are generic or different manufacturers that will save you money at the pharmacy.

# PRESCRIPTION DRUGS

Rx | SMART90 WALGREENS

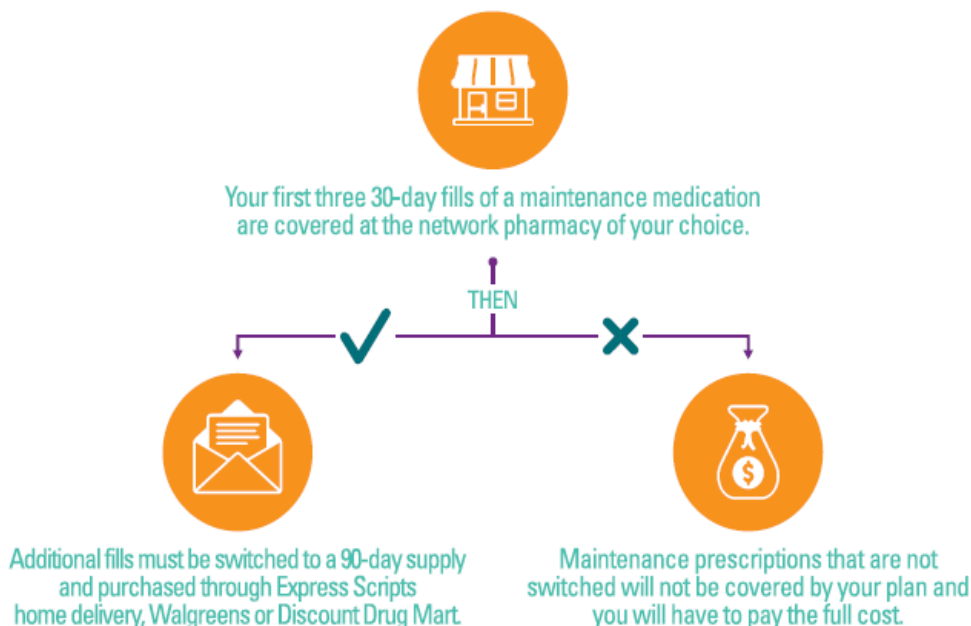
**Keep your prescription drug costs down by filling up to 90-day supplies of medications you take for longer than three months. You can order these medications through the Express Scripts Pharmacy<sup>SM</sup> and they will be delivered right to your home, or you can fill them at a Walgreens or Discount Drug Mart retail pharmacy.**

After your first three fills, your prescription drug plan requires you to fill your long-term medications (also called maintenance medications) for up to a 90-day supply. The only pharmacies you can use to fill these medications under your plan are the Express Scripts Pharmacy (mail order)<sup>1</sup> or at a Smart90 retail pharmacy (Walgreens or Discount Drug Mart)<sup>2</sup>. Doing so will not only help you save money, but may also help you save time. Here are some of the advantages:

- Receive up to a 90-day supply and fill your prescriptions four times a year instead of 12.
- Pay for your prescriptions securely using any major credit card, debit card, check or money order.
- Get free standard shipping on orders filled through the Express Scripts Pharmacy.
- If needed, split the cost of each fill through the Express Scripts Pharmacy into three equal payments with the Extended Payment Program.

## How It Works

If you fill a 30-day supply of a maintenance medication at any network retail pharmacy more than a certain number of times (for example, three times in six months), your prescription will no longer be covered and you will have to pay the entire cost of your medication.<sup>3</sup> By filling your maintenance medication through the Express Scripts Pharmacy or at a Walgreens or Discount Drug Mart retail pharmacy, you will pay your plan's mail-order copay. This can save you hundreds of dollars each year.



1 You should receive your medication within 10-14 days of Express Scripts receiving your order. To ensure prompt delivery, visit the Express Scripts website through My Health Plan to confirm your billing information and mailing address are up to date. You may also call the Rx Information number on your Medical Mutual ID card to confirm your prescription was received and to provide additional payment and allergy information, if needed.

2 Does not apply to medications you fill fewer than four times, such as antibiotics. You may continue to fill short-term medications at the network retail pharmacy of your choice.

3 The amount you pay for prescriptions not covered by your plan will not accumulate toward your annual deductible and/or maximum out-of-pocket amounts.

All trademarks are the property of their respective owners.

# TELEMEDICINE

24/7 | First Stop Health  
VIRTUAL DOCTOR VISITS

## DOWNLOAD THE APP

Get the information you need on the go by downloading the First Stop Health App from the App Store for Apple<sup>SM</sup> products or on the Google Play<sup>TM</sup> Store for Android products.



Employees on the medical plan and their covered dependents will have 24/7/365 access to doctors. Through First Stop Health membership, they can simply call 888-691-7867 and begin speaking with a doctor who can diagnose and treat common illnesses (e.g., sinus issues, pink eye, etc.) over the phone. There are no fees or copays to use this telemedicine benefit. There is no setup or pre-registration necessary!

Call 888-691-7867 to speak to a physician

### What to Expect:

- Available 24/7/365
- Unlimited consultations
- U.S.-based physicians
- Physicians licensed in 49 states (AR excluded)
- No copays or fees to use the service
- 86% of calls to First Stop Health prevent unnecessary trips to doctors' offices and ERs
- Includes covered dependents
- Confidential medical dashboard with record of consultations + tools to upload and share medical records



"I used First Stop Health and it is terrific. I'm at the airport now, leaving for my honeymoon with prescription in hand. Lifesaver!"

-Laura S., First Stop Health Member

### Top 10 Reasons Members Call First Stop Health

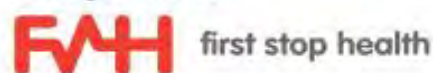
1	Sore Throat
2	Cough
3	Sinus Infection
4	Urinary Tract Infection
5	Skin Rash
6	Eye Infection
7	Ear Ache
8	Upset Stomach
9	Muscle/Joint Pain
10	Medication Refill

To learn more about First Stop Health telemedicine services, contact:

[www.fshealth.com](http://www.fshealth.com)

888.691.7867

222 N. Columbus Dr., Suite D  
Chicago, IL 60601



# DENTAL

## COVERAGE OVERVIEW

### COMMON TERMS

#### PRE-TREATMENT ESTIMATE

If your dental care is extensive and you want to plan ahead for the cost, you can ask your dentist to submit a pre-treatment estimate. While it is not a guarantee of payment, a pre-treatment estimate can help you predict your out-of-pocket costs.

#### DUAL COVERAGE

You might have benefits from more than one dental plan, which is called dual coverage. In this situation, the total amount paid by both plans can't exceed 100% of your dental expenses. And in some cases, depending on the specifics of the plans, your coverage may not total 100%.

#### LIMITATIONS AND EXCLUSIONS

Dental plans are intended to cover part of your dental expenses, so coverage may not extend to your every dental need. A typical plan has limitations such as the number of times you can receive a cleaning each year. In addition, some procedures may be not be covered under your plan, which is referred to as an exclusion.

### PREVENTION FIRST!

Your dental health is an important part of your overall health. Make sure you take advantage of your preventive dental visits.

You have the freedom to select the dentist of your choice; however, when you visit a participating in-network dentist, you will have lower out-of-pocket costs, no balance billing, and claims will be submitted by your dentist on your behalf.

#### How do I find an In-Network Provider?

This dental plan offers deeper discounts when you visit a provider that is In-Network. In-Network providers can be found at [www.metlife.com/dental](http://www.metlife.com/dental) and select the PDP Plus network. In addition, you can also call MetLife at (800) 275-4638 for assistance.

#### MetLife Premium Plan

#### MetLife Economy Plan

#### Network

#### Out-of-Network

#### Network

#### Out-of-Network

PLAN FEATURES				
Network Details	PPO Dentists PDP Plus Network	Dentists who do not participate in network.	PPO Dentists PDP Plus Network	Dentists who do not participate in network.
Benefit Period	Calendar Year		Calendar Year	
DEDUCTIBLE				
	Single	\$0 In-network / \$0 out-of-network	\$0 in-network / \$0 out-of-network	\$0 out-of-network
	Family	\$0 In-network / \$0 out-of-network	\$0 in-network / \$0 out-of-network	\$0 out-of-network
COVERED SERVICES				
CLASS I: Preventive Services	Covered at 100%	Covered at 100% Of R&C	Covered at 100%	Covered at 100% Of Negotiated Fee
<i>Routine oral exams and cleanings, x-rays (bitewing), sealants &amp; fluoride treatments</i>				
CLASS II: Basic Services	Covered at 85%	Covered at 85% Of R&C	Covered at 85%	Covered at 85% Of Negotiated Fee
<i>Fillings, simple extractions, endodontics, space maintainers</i>				
CLASS III: Major Services	Covered at 50%	Covered at 50% Of R&C	Covered at 50%	Covered at 50% Of Negotiated Fee
<i>Crowns, bridges, periodontics, dentures, implants, inlays &amp; onlays</i>				
CLASS IV: Orthodontics	Covered at 50%	Covered at 50% Of R&C	Covered at 50%	Covered at 50% Of Negotiated Fee
<i>Dependent children up to age 19</i>				
CALENDAR YEAR MAXIMUM (Per Person)				
	\$1,750		\$1,000	
ORTHODONTIA LIFETIME MAXIMUM				
	\$1,000		\$1,000	

# VISION

## COVERAGE OVERVIEW

### Vision Plan Summary

**With your Vision Preferred Provider Organization Plan, you can:**

- Go to any licensed vision specialist and receive coverage. Just remember your benefit dollars go further when you stay in-network.
- Choose from a large network of ophthalmologists, optometrists and opticians, from private practices to retailers like Costco® Optical and Visionworks.

**In-network value added features:**

Additional lens enhancements: In addition to standard lens enhancements, enjoy an average 20-25% savings on all other lens enhancements.<sup>1</sup>

Savings on glasses and sunglasses: Get 20% savings on additional pairs of prescription glasses and non-prescription sunglasses, including lens enhancements. At times, other promotional offers may also be available.<sup>1</sup>

Laser vision correction:<sup>2</sup> Savings averaging 15% off the regular price or 5% off a promotional offer for laser surgery including PRK, LASIK and Custom LASIK. This offer is only available at MetLife participating locations.

**We're here to help**

Find a Vision provider at [www.metlife.com/vision](http://www.metlife.com/vision)

Download a claim form at [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits)

For general questions go to [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) or call 1-855-MET-EYE1 (1-855-638-3931)

Metropolitan Life Insurance Company

**In-network benefits**

There are no claims for you to file when you go to an in-network vision specialist. Simply pay your copay and, if applicable, any amount over your allowance at the time of service.

	Frequency
<b>Eye exam</b>	Once every <b>Calendar Year</b>
<ul style="list-style-type: none"> <li>• Eye health exam, dilation, prescription and refraction for glasses: Covered in full after a <b>\$0</b> copay.</li> <li>• Retinal imaging: Up to a <b>\$39</b> copay on routine retinal screening when performed by a private practice.</li> </ul>	

	Frequency
<b>Frame</b>	Once every <b>Other Calendar Year</b>
<ul style="list-style-type: none"> <li>• Allowance: <b>\$130</b> for Standard and <b>\$150</b> on Featured Frames after <b>\$0</b> eyewear copay</li> <li>• Costco, Walmart and Sam's Club: <b>\$70</b> allowance after <b>\$0</b> eyewear copay</li> </ul> <p>You will receive an additional <b>20%</b> savings on the amount that you pay over your allowance. This offer is available from all participating locations except Costco, Walmart and Sam's Club.</p>	

	Frequency
<b>Standard corrective lenses</b>	Once every <b>Calendar Year</b>
<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, lined trifocal, lenticular: Covered in full after <b>\$0</b> eyewear copay.</li> </ul>	

	Frequency
<b>Standard lens enhancements<sup>1</sup></b>	Once every <b>Calendar Year</b>
<ul style="list-style-type: none"> <li>• Ultraviolet (UV) coating, Standard Polycarbonate (child up to age 18): Covered in full.</li> <li>• Progressive Standard, Progressive Premium/Custom, Polycarbonate (adult), Scratch-resistant coatings, Tints, Anti-reflective and Photochromic: Your cost will be limited to a copay that MetLife has negotiated for you. These copays can be viewed after enrollment at <a href="http://www.metlife.com/mybenefits">www.metlife.com/mybenefits</a>.</li> </ul>	

	Frequency
<b>Contact lenses (instead of eye glasses)</b>	Once every <b>Calendar Year</b>
<ul style="list-style-type: none"> <li>• Contact fitting and evaluation: Copay not to exceed <b>\$60</b>.</li> <li>• Elective lenses: <b>\$130</b> allowance.</li> <li>• Necessary lenses: Covered in full after eyewear copay.</li> </ul>	

# VISION

## COVERAGE OVERVIEW

### Out-of-network reimbursement

You pay for services and then submit a claim for reimbursement. The same benefit frequencies for **in-network benefits** apply. Once you enroll, visit [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) for detailed out-of-network benefits information.

• Eye exam: up to <b>\$45</b>	• Single vision lenses: up to <b>\$30</b>	• Progressive lenses: up to <b>\$50</b>
• Frames: up to <b>\$70</b>	• Lined bifocal lenses: up to <b>\$50</b>	
• Contact lenses:	• Lined trifocal lenses: up to <b>\$65</b>	
- Elective up to <b>\$105</b>	• Lenticular lenses: up to <b>\$100</b>	
- Necessary up to <b>\$210</b>		

### Exclusions and Limitations of Benefits

This plan does not cover the following services, materials and treatments

#### SERVICES AND EYEWEAR

- Services and/or materials not specifically included in the Vision Plan Benefits Overview (Schedule of Benefits).
- Any portion of a charge above the Maximum Benefit Allowance or reimbursement indicated in the Schedule of Benefits.
- Any eye examination or corrective eyewear required as a condition of employment.
- Services and supplies received by you or your dependent before the Vision Insurance starts.
- Missed appointments.
- Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Worker's Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits.
- Local, state, and/or federal taxes, except where MetLife is required by law to pay.
- Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony.
- Services and materials obtained while outside the United States, except for emergency vision care.

- Services, procedures, or materials for which a charge would not have been made in the absence of insurance.
- Services: (a) for which the employer of the person receiving such services is not required to pay; or (b) received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.
- Services, to the extent such services, or benefits for such services, are available under a Government Plan. This exclusion will apply whether or not the person receiving the services is enrolled for the Government Plan. We will not exclude payment of benefits for such services if the Government Plan requires that Vision Insurance under the Group Policy be paid first. Government Plan means any plan, program, or coverage which is established under the laws or regulations of any government. The term does not include any plan, program, or coverage provided by a government as an employer or Medicare.
- Plano lenses (lenses with refractive correction of less than  $\pm 0.50$  diopter).
- Two pairs of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses, furnished under this Plan which are lost, stolen, or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Contact lens insurance policies and service agreements.
- Refitting of contact lenses after the initial (90 day) fitting period.

- Contact lens modification, polishing, and cleaning.

#### TREATMENTS

- Orthoptics or vision training and any associated supplemental testing.
- Medical and surgical treatment of the eye(s).

#### MEDICATIONS

- Prescription and non-prescription medications.

1. All lens enhancements are available at participating private practices. Maximum copays and pricing are subject to change without notice. Please check with your provider for details and copays applicable to your lens choice. Please contact your local Costco, Walmart or Sam's Club to confirm availability of lens enhancements and pricing prior to receiving services. Additional discounts may not be available in certain states.
2. Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Additional savings on laser vision care is only available at participating locations.

**Important:** If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all of the rules very carefully and compare them with the rules of any other plan that covers you or your family.

Savings from enrolling in a MetLife Vision Plan will depend on various factors, including plan premiums, number of visits to an eye care professional by your family per year and the cost of services and materials received. Be sure to review the Schedule of Benefits for your plan's specific benefits and other important details.

Vision insurance is provided by Metropolitan Life Insurance Company, New York, NY (MetLife). Certain claims and network administration services are provided through Vision Service Plan (VSP), Rancho Cordova, CA. VSP is not affiliated with MetLife or its affiliates.

Like most group benefit programs, benefit programs offered by MetLife and its affiliates contain certain exclusions, exceptions, reductions, limitations, waiting periods, and terms for keeping them in force. Please contact MetLife or your plan administrator for costs and complete details.

MC0245

# FLEXIBLE SPENDING ACCOUNT

## FSA | TAX SAVING VEHICLE

Flexible Spending Accounts (FSA) allow you to reduce your taxable income by setting aside pre-tax dollars from each paycheck to pay for eligible out-of-pocket health care and dependent care expenses\* for yourself, your spouse and your dependent children.

In order to participate in the FSA, you must enroll each year. Your annual contribution stays in effect during the entire year (**January 1st through December 31st**). The only time you can change your election is during the enrollment period or if you experience a change-in-status event. Also, you must elect this benefit within **30 days** of your hire date or first date of benefits eligibility.

### ELIGIBLE EXPENSES

- A full list of qualified FSA expenses can be found in IRS Publication 502 at [www.irs.gov](http://www.irs.gov).
- You can learn more about FSA qualified expenses and also make purchases by visiting the FSA Store at [www.fsastore.com](http://www.fsastore.com).

## HEALTH CARE FSA 2025

### MAXIMUM ANNUAL CONTRIBUTION | \$3,300

All eligible health care expenses – such as deductibles, medical and prescription copays, dental expenses, and vision expenses – can be reimbursed from your FSA account.

## DEPENDENT CARE FSA

The Dependent Care FSA allows you to pay for eligible dependent care expenses with tax-free dollars so that you and your spouse can work or attend school FT.

Unlike the Health Care FSA, funds in a Dependent Care FSA are only available once they have been deposited into your account and you cannot use the funds ahead of time.

- You may set aside up to **\$5,000** annually in pre-tax dollars, or **\$2,500** if you are married and file taxes separately from your spouse.
- If you participate in a Dependent Care FSA, you cannot apply the same expenses for a dependent care tax credit when you file your income taxes.

## IMPORTANT FSA RULES

### HEALTH CARE FSA ROLLOVER

Health Care FSA's have a **\$500 roll over** feature, which allows any amount of \$500 or less remaining in your account at the end of the plan year to roll over into the new plan year.

At the end of each plan year, you may use these funds left over from the current year FSA balance to pay for eligible expenses incurred in the first 2 ½ months of the following year. Any Unused funds beyond the 2 ½ month grace period will be forfeited.

### \*ELIGIBLE DEPENDENT CARE EXPENSES INCLUDE:

1. 'Care' for your dependent child who is under the age of 13 that you can claim as a dependent on your federal tax return;
2. 'Care' for your dependent child who resides with you and who is physically or mentally incapable of caring for themselves; or
3. 'Care' for your spouse, parent or grandparent who is physically or mentally incapable of caring for themselves and spends at least eight hours a day in your home.

*'Care' is defined as: In home baby sitting services (not by an individual you claim as a dependent); care of a preschool child by a licensed nursery or day care provider; before and after school care; summer day camp (provided it is not overnight); and in home dependent day care.*

# FLEXIBLE SPENDING ACCOUNT

## FSA | TAX SAVING VEHICLE

### HERE'S HOW IT WORKS

An employee earning \$30,000 elects to place \$1,000 into a Health Care FSA. The payroll deduction is \$110.42 based on a 24-pay period schedule. As a result, the insurance premiums and health care expenses are paid with tax-free dollars, giving the employee a tax savings of \$574.

	Without FSA	With FSA
<b>Gross Income</b>	\$30,000	\$30,000
<b>FSA Contributions</b>	\$0	-\$2,650
<b>TAXABLE INCOME</b>	<b>\$30,000</b>	<b>\$27,350</b>
<b>Estimated Taxes</b>		
Federal	\$3,090*	-\$2,817*
State	\$1,104**	\$1,106**
FICA	\$2,295	\$2,092
<b>AFTER TAX EARNINGS</b>	<b>\$23,511</b>	<b>\$21,435</b>
<b>Eligible Out-Of-Pocket Expenses</b>	\$2,650	\$0
<b>AVAILABLE/SPENDABLE INCOME</b>	<b>\$20,861</b>	<b>\$21,435</b>

***That's a savings of \$574 for the year!***

*This example is for illustrative purposes only. Every situation varies and it is recommended you consult a tax advisor for all tax advice.*

\*Varies, assumes 10.30%;

\*\*Varies, assumes 3.68%

### OVER-THE-COUNTER (OTC) MEDICATION REMINDER

Health Care Reform legislation requires that certain over-the-counter (OTC) items require a "prescription" in order to be considered an eligible Health Care FSA expense.

You can continue to purchase your regular prescription medications with your debit card. However, the debit card may not be used as payment for an OTC item, even when accompanied by a prescription.

### ELIGIBLE HEALTH FSA EXPENSES\*

- Acupuncture
- Alcoholism treatment
- Artificial teeth/dentures
- Blood pressure monitors
- Braces
- Braille-books & magazines
- Breast pumps & lactation supplies
- Chiropractors
- Co-insurance, co-pay & deductibles
- Cost of operations & related treatments
- Crutches
- Diabetic supplies
- Drug addiction treatment
- Eye exams, eye-glasses, contacts
- Hearing devices & batteries
- Hospital services
- Operations
- Pregnancy tests
- Radial keratotomy & lasik eye surgery
- Smoking cessation programs
- Speech therapy
- Surgical fees
- Vaccines
- Walkers & wheelchairs
- X-rays and more.

**\*A full list of qualified expenses can be found in IRS Publication 502 at [www.irs.gov](http://www.irs.gov).**

### IMPORTANT: PAYING FOR ELIGIBLE SERVICES & EXPENSES

Visit the FSA Store at [www.FSAstore.com](http://www.FSAstore.com), where you can purchase FSA eligible products without a prescription online.

Although you do not need to file for reimbursement when using your FSA debit card, you may be required to submit documentation, so be sure to save your receipts.

***If you use a personal form of payment to pay for eligible expenses out of pocket, you can submit an FSA claim form along with your original receipts for reimbursement.***

# BASIC LIFE & Voluntary Life

## COVERAGE OVERVIEW

### BENEFICIARY(IES)

It's very important to designate beneficiaries. Taking a few minutes to designate your beneficiaries now will help ensure that your assets will be distributed according to your direction. You can change your beneficiary at anytime during the year. Please contact **Sarah Jocke** at (216) 898-8300, ext.. 6273 or email her at [sjocke@bereaschools.org](mailto:sjocke@bereaschools.org) or **Helen Brown** at (216) 898-8300, ext.. 6276 or email her at [hbrown@bereaschools.org](mailto:hbrown@bereaschools.org).

**A Beneficiary** is the person you designate to receive your life insurance benefits in the event of your death. It is important that your beneficiary designation is clear so there is no question as to your intentions.

It is also important that you name a **Primary** and **Contingent Beneficiary**. A contingent beneficiary will receive the benefits of your life insurance if the primary beneficiary cannot. You can change beneficiaries at any time.

You should review your beneficiary elections on a regular basis to ensure they are updated as life changes. Even if you are single, your beneficiary can use your Life Insurance to pay off your debts, such as: credit cards, mortgages, and other expenses.

*\*You designate your beneficiary(ies) when enrolling for your benefits.*

### MetLife BASIC LIFE INSURANCE

Life insurance is an important part of your financial security. Life insurance helps protect your family from financial risk and sudden loss of income in the event of your death. AD&D insurance is equal to your Life benefit in the event of your death being a result of an accident and may also pay benefits for certain injuries sustained.

All eligible employees are automatically enrolled with (Board Paid) Life/AD&D insurance.

### MetLife VOLUNTARY LIFE INSURANCE

You may purchase additional Life/AD&D insurance from MetLife for yourself and your family members at an affordable rate through payroll deduction.

For pricing and coverage details, please contact **Sarah Jocke** at (216) 898-8300, ext. 6273 or email her at [sjocke@bereaschools.org](mailto:sjocke@bereaschools.org) or **Helen Brown** at (216) 898-8300, ext.. 6276 or email her at [hbrown@bereaschools.org](mailto:hbrown@bereaschools.org).

You may purchase life coverage for you in \$10,000 increments up to 5 times Base Annual earnings or \$500,000. Guarantee issue amount is \$300,000 or 3 times Base Annual earnings.

You may select life coverage for your spouse in increments of \$10,000 up to \$100,000. Guarantee issue amount is \$10,000.

You may purchase life coverage for your dependent child(ren) of \$10,000 for each child up to age 26.

**Evidence of Insurability is required for all late entrants (no Guarantee Issue). Employees must enroll within 30 days of hire or are considered a late entrant.**



## WHAT WILL MY BENEFICIARY RECEIVE?

### In The Event That Death Occurs:

Your Basic Life insurance is paid to your beneficiary.

**If death occurs from an accident:** 100% of the AD&D benefit would be payable to your beneficiary(ies) in addition to your Basic Life insurance.

# NEW VOLUNTARY BENEFITS

## AFLAC | CRITICAL ILLNESS

### CI<sup>G</sup> | CRITICAL ILLNESS

About 1 in every 6 healthcare dollars is spent on cardiovascular disease.\*

Chances are you know someone who's been diagnosed with a critical illness such as cancer, a heart attack (myocardial infarction), or stroke. You can't help but notice the strain it's placed on the person's life—both physically and emotionally. What's not so obvious is the impact on that person's personal finances. While the person is busy getting well, the bills may continue to pile up.

#### WOULD YOU HAVE THE MONEY TO COVER THE OUT-OF-POCKET EXPENSES SUCH AS:

- Transportation to a distant medical facility.
- Specialized treatment costs.
- Living expenses like rent, mortgage, and utility bills.

#### IT'S INSURANCE FOR DAILY LIVING:

Aflac pays cash benefits directly to you, unless you choose otherwise. This means that you will have added financial resources to help with medical costs or ongoing living expenses. Aflac group critical illness insurance plans\*\* are designed to provide you with cash benefits, such as the following:

- Pays a lump sum benefit for a covered critical illness: cancer, heart attack, and stroke.

#### ENROLL TODAY

Ask your Aflac agent how group critical illness insurance can help you. Remember, we're always by your side. And you're always under our wing.



\*Business Pulse, Heart Health Infographic, 2016 CDC Foundation

\*\*This is a brief product overview only. Products and benefits vary by state and may not be available in some states. Plan design and optional benefits are selected at the employer level. The plan has limitations and exclusions that may affect benefits payable. Refer to the plan for complete details, limitations, and exclusions.

In Arkansas, Policy CAI2800AR or C21100AR. In New York, Policy AF2800NY. In Oklahoma, Policy CAI2800OK or C21100OK. In Oregon, CAI2800OR or C21100OR. In Pennsylvania, CAI2800PA 12-10 or C21100PA. In Texas, CAI2800TXrev or C21100TX. In Virginia, CAI2800VA or C21100VA.

Continental American Insurance Company is not aware of whether any employees receive benefits from Medicare, Medicaid, or a state variation. If any employees or dependents are subject to Medicare, Medicaid, or a state variation, any and all benefits under this plan could be assigned. This means that any such employees may not receive any of the benefits in the plan. As a result, employees should please check the coverage in all health insurance policies those employees already have or may have before such employees buy this insurance to verify the absence of any assignments or liens.

Notice to Consumer: The coverages provided by Continental American Insurance Company (CAIC) represent supplemental benefits only. They do not constitute comprehensive health insurance coverage and do not satisfy the requirement of minimum essential coverage under the Affordable Care Act. CAIC coverage is not intended to replace or be issued in lieu of major medical coverage. It is designed to supplement a major medical program.



Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, group coverage is underwritten by Continental American Life Insurance Company. For groups situated in New York, coverage is underwritten by American Family Life Assurance Company of New York.

# NEW VOLUNTARY BENEFITS

AFLAC | ACCIDENT

EMPLOYEES

## AFLAC GROUP ACCIDENT INSURANCE



**Your savings and your family’s well-being have additional protection with our group accident plan.**

Accidents are unexpected. But their financial impact is surprising. That’s why your organization is offering the Aflac Group Accident Plan. Aflac helps provide a financial cushion to help pay bills—like mortgages, utilities, groceries and out-of-pocket costs—which will keep on coming even if you’re temporarily out of commission. Think of it as insurance to help protect your lifestyle, that’s the real benefit of Aflac.



# NEW VOLUNTARY BENEFITS

## AFLAC | ACCIDENT Continued

### Aflac helps you concentrate on getting well — and less about paying your bills.

If you or a family member suffered a covered accidental injury, can your finances handle it? Group Accident insurance from Aflac can help.

Aflac is different from major medical insurance. It's insurance for daily living. If you're sick or injured, Aflac pays cash benefits directly to you (unless otherwise assigned) to help take care out-of-pocket medical costs or everyday expenses — and much more:

**Flexible** — Freedom to choose any provider without deductibles or copayments

**Portable** — Take your plan with you even if you leave your job (with certain stipulations)

**Protective** — Covered routine medical exams for early detection and prevention

**Supportive** — File a claim anytime day or night

From out-of-pocket medical costs and everyday expenses — like car payments groceries rent and mortgages — Aflac helps protect your savings. Regardless of what other insurance you have.

#### Claims Paid Fast

What's more Aflac pays claims, usually within 4 days\*\*, regardless of any other insurance you may have. And it's priced to fit most budgets, too. Weekly coverage costs about the same as a fancy cup of coffee.\*\*\*

It's no wonder Aflac is the #1 provider of supplemental insurance in the US. And why more than 50 million people worldwide choose us for the peace of mind of being better prepared for whatever life may bring.

# \$7,500

That's the average cost of a broken leg today. It's roughly the equivalent of 6 mortgage payments.\*

To learn more visit [aflacgroupinsurance.com](http://aflacgroupinsurance.com)



Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, group coverage is underwritten by Continental American Life Insurance Company.

Continental American Insurance Company | Columbia, South Carolina

This is a brief product overview only. Products and benefits vary by state and may not be available in some states. Plan design and optional benefits are selected at the employer level. The plan has limitations and exclusions that may affect benefits payable. Refer to the plan for complete details, limitations, and exclusions.

\*HealthCare.gov (2017). "Why health insurance is important: Protection from high medical costs" Accessed on Feb. 20, 2017, from <https://www.healthcare.gov/why-coverage-is-important/protection-from-high-medical-costs/>

\*\*Based on company statistics, December 31, 2016

\*\*\* USNews.com (2017). "Americans Pay an Average \$2.70 for Coffee, While Tipping 20 Percent" Accessed on March 22, 2017, from <https://www.usnews.com/news/blogs/data-mine/2016/09/29/americans-pay-an-average-270-for-coffee-while-tipping-20-percent>.

# 2025 Benefit Deductions



Berea City School District  
**EXCELLENCE • INTEGRITY • PURPOSE**  
 Serving Berea, Brook Park and Middleburg Heights

Revised April 21, 2025

## 2025-2026 Benefit Deductions

### HEALTH/MEDICAL INSURANCE

<i>Medical Mutual</i>	Full-Time		Full-Time		Part-Time		Part-Time		Full Cost	
	Paid over 12 months		Paid over 9.5 months		Paid over 12 months		Paid over 9.5 months			
	Economy Plan	Healthy Living Plan	Economy Plan	Healthy Living Plan	Economy Plan	Healthy Living Plan	Economy Plan	Healthy Living Plan	Economy Plan	Healthy Living Plan
Single Coverage	\$113.08	\$90.46	\$142.84	\$114.28	\$429.70	\$407.08	\$542.78	\$514.22	\$1,130.78	\$1,130.78
Family Coverage	\$233.46	\$186.76	\$294.90	\$235.92	\$887.14	\$840.44	\$1,120.60	\$1,061.60	\$2,334.54	\$2,334.54
Family w/ Spouse Surcharge	\$420.22	\$326.84	\$530.80	\$412.86	\$1,073.90	\$980.52	\$1,356.50	\$1,238.56	\$2,334.54	\$2,334.54

### DENTAL INSURANCE

<i>MetLife</i>	Full-Time		Full-Time		Part-Time		Part-Time		Full Cost	
	Paid over 12 months		Paid over 9.5 months		Paid over 12 months		Paid over 9.5 months			
	Premium Plan	Economy Plan	Premium Plan	Economy Plan	Premium Plan	Economy Plan	Premium Plan	Economy Plan	Premium Plan	Economy Plan
Single Coverage	No Charge	No Charge	No Charge	No Charge	\$14.70	\$11.04	\$18.58	\$13.94	\$44.54	\$33.44
Family Coverage	\$96.58	\$72.64	\$122.00	\$91.76	\$111.28	\$83.68	\$140.56	\$105.70	\$141.12	\$106.08

### VISION INSURANCE

<i>MetLife</i>	Full-Time		Part-Time		Full Cost	
	Paid over 12 months		Paid over 9.5 months			
Single Coverage	No Charge		No Charge		\$2.40	\$3.04
Family Coverage	\$10.04		\$12.68		\$12.46	\$15.74

# GLOSSARY OF TERMS

**Dependent Verification Services (DVS)** – Service used to verify dependent proof of relationship when adding dependents to benefit plans.

**Beneficiary** – A person designated by you, the participant of a benefit plan, to receive the benefits of the plan in the event of the participant's death.

- **Primary Beneficiary** – A person who is designated to receive the benefits of a benefit plan in the event of the participant's death
- **Contingent Beneficiary** – A person who is designated to receive the benefits of a benefit plan in the event of the Primary Beneficiary's death

**Charges** – The term “charges” means the actual billed charges. It also means an amount negotiated by a provider, directly or indirectly, if that amount is different from the actual billed charges.

**Coinsurance** – The percentage of charges for covered expenses that an insured person is required to pay under the plan (separate from copayments)

**Deductible** – The amount of money you must pay each year to cover eligible expenses before your insurance policy starts paying.

**Dependents** – Dependents are your:

- Lawful spouse through a marriage that is lawfully recognized.
- Dependent child (married or unmarried) under the age of 26 including stepchildren and legally adopted children.

*Proof of relationship documentation will be required in order to add dependents to your plan(s). Employees will receive request for documentation.*

**Emergency Services** – Medical, psychiatric, surgical, hospital, and related health care services and testing, including ambulance service, that are required to treat a sudden, unexpected onset of a bodily injury or serious sickness that could reasonably be expected by a prudent layperson to result in serious medical complications, loss of life, or permanent impairment to bodily functions in the absence of immediate medical attention. Examples of emergency situations include uncontrolled bleeding, seizures or loss of consciousness, shortness of breath, chest pains or severe squeezing sensations in the chest, suspected overdose of medication or poisoning, sudden paralysis or slurred speech, burns, cuts, and broken bones.

The symptoms that led you to believe you needed emergency care, as coded by the provider and recorded by the hospital, or the final diagnosis – whichever reasonably indicated an emergency medical condition – will be the basis for the determination of coverage provided such symptoms reasonably indicate an emergency.

**Evidence of Insurability (EOI)** – Proof that you are insurable based on the requirements of the insurance carrier. *For example, the results of a blood test or a doctor's signature on a form may be required for you to be covered by/for Optional Life insurance.*

**Explanation of Benefits** – The health insurance company's written explanation of how a medical claim was paid. It contains detailed information about what the company paid and what portion of the costs are your responsibility.

**Health Reimbursement Account (HRA)** – The Health Reimbursement Account (HRA) is an employer-funded account that reimburses you for eligible out-of-pocket medical expenses. The HRA is only available to employees who are enrolled in the HRA Plan.

**In-Network** – The term “in-network” refers to health care services or items provided by your Primary Care Physician (PCP) or services/items provided by another participating provider and authorized by your PCP or the review organization. Authorization by your PCP or the review organization is not required in the case of mental health and substance abuse treatment other than hospital confinement solely for detoxification.

**Emergency Care** that meets the definition of “emergency services” and is authorized as such by either the PCP or the review organization is considered in-network.

**Out-of-Network** - The term “out-of-network” refers to care that does not qualify as in-network.

**Maximum Out of Pocket** – The most money you will pay during a year for coverage. It includes deductibles, copayments and coinsurance, but is in addition to your regular premiums. Beyond this amount, the insurance company will pay all expenses for the remainder of the year.

**Medically Necessary/Medical Necessity** – Required to diagnose or treat an illness, injury, disease, or its symptoms; in accordance with generally accepted standards of medical practice; clinically appropriate in terms of type, frequency, extent, site, and duration; not primarily for the convenience of the patient, physician, or other health care provider; and rendered in the least intensive setting that is appropriate for the delivery of the services and supplies.

**Participating Provider** – A hospital, physician, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide covered services with regard to a particular plan under which the participant is covered.

**Post-Tax** – An option to have the payment to your benefits deducted from your gross pay after your taxes have been withheld. Therefore, your tax contributions will be calculated based on a higher amount. Your statutory deductions (federal income tax, Social Security, Medicare) will be calculated based on a higher amount.

**Pre-Tax** – An option to have the payment to your benefits deducted from your gross pay before your taxes have been withheld. Therefore, your tax contributions will be calculated based on a lesser amount. Your statutory deductions (federal income tax, Social Security, Medicare) will be calculated based on a lesser amount.

**Primary Care Dentist (PCD)** – The term “Primary Care Dentist” means a dentist who (a) qualifies as a participating provider in general practice, referrals, or specialized care; and (b) has been selected by you, as authorized by the provider organization, to provide or arrange for dental care for you or any of your insured dependents.

**Primary Care Physician (PCP)** – The term “Primary Care Physician” means a physician who (a) qualifies as a participating provider in general practice, obstetrics/gynecology, internal medicine, family practice, or pediatrics; and (b) has been selected by you, as authorized by the provider organization, to provide or arrange for medical care for you or any of your insured dependents.

**Proof of Relationship Documentation** – Documents that show a dependent is lawfully your dependent. Documents can include marriage certificates, birth certificates, adoption agreements, previous years' tax returns, court orders, and/or divorce decrees showing your or your spouse's responsibility for the dependent.

# IMPORTANT CONTACT INFORMATION

PROVIDER	CONTACT INFORMATION
Medical Mutual	(800) 232-7400 <a href="http://www.medmutual.com">www.medmutual.com</a>
Express Scripts	(800) 417-1961 <a href="http://www.express-scripts.com">www.express-scripts.com</a>
Southwest General Wellness	(888) 252-8150 <a href="mailto:help@swgeneral.com">help@swgeneral.com</a> <a href="http://www.swgeneral.com">www.swgeneral.com</a>
MetLife (Dental)	(800) 275-4638 <a href="http://www.metlife.com/dental">www.metlife.com/dental</a>
MetLife (Vision)	(855) 638-3931 <a href="http://www.metlife.com/mybenefits">www.metlife.com/mybenefits</a>
MetLife (Voluntary Life)	(800) 275-4638 <a href="http://www.metlife.com">www.metlife.com</a>
American Benefits (ABG) (FSA & Dependent Care)	(800) 499-3539, option 2 <a href="mailto:claim@amben.com">claim@amben.com</a> (Claims and submissions) <a href="mailto:support@amben.com">support@amben.com</a> (FSA questions, general) <a href="http://www.amben.com">www.amben.com</a>
First Stop Health	(888) 691-7867 <a href="http://www.fshealth.com">www.fshealth.com</a>
AFLAC	(800) 992-3522 <a href="http://www.Aflac.com">www.Aflac.com</a>
Trustmark	(800) 918-8877 <a href="http://www.trustmarkbenefits.com">www.trustmarkbenefits.com</a>

## Have Questions?

Please see the chart above for provider customer service phone numbers and website addresses.

**Your first point of contact for claims questions should be to the carrier's Customer Service numbers - shown above.**

If you still have questions after you contacted the carrier, call Sarah Jocke at (216) 898-8300, ext. 6273 or email her at [sjocke@bereaschools.org](mailto:sjocke@bereaschools.org).



# BCSD

Berea City School District

**EXCELLENCE • INTEGRITY • PURPOSE**

Serving Berea, Brook Park and Middleburg Heights

NFP Corp. and its subsidiaries do not provide legal or tax advice. Compliance, regulatory and related content is for general informational purposes and is not guaranteed to be accurate or complete. You should consult an attorney or tax professional regarding the application or potential implications of laws, regulations or policies to your specific circumstances.

This Benefit Enrollment Guide Is Provided By:



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5/2025

Ratified by OAPSE

DATE: April 28, 2025

Approved by the Berea Board of Education

DATE: May 19, 2025