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THE NEGOTIATED AGREEMENT

between the

Boardman Board of Education ✓

and the

Ohio Association of

Public School Employees

Chapter No. 334

June 30, 2011 – June 29, 2014

STATE EMPLOYMENT  
RELATIONS BOARD

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**ARTICLE I - TERMS**

- A. This Negotiated Agreement shall remain in full force and effect from June 30, 2011 through June 29, 2014. Any provision of this agreement which is in conflict with the Ohio Revised Code shall take precedence over and supersede the conflicting provisions of the Ohio Revised Code.

**ARTICLE II - RECOGNITION**

- A. The Boardman Local Board of Education recognizes the Ohio Association of Public Employees on behalf of OAPSE, Chapter #334, as the sole and exclusive bargaining agent for all regular full time and regular short hour classified employees under contract in the school district eligible for membership in the Association. The bargaining unit shall include the following classifications:

**Secretarial**

Secretary  
Social Worker  
Computer Technician  
A-V Technician  
Library Clerks  
Independent Aides  
Teacher Aides  
Noontime Supervisors/Monitors  
School Health Aides (Hourly)  
Tutors (Hourly)  
Title tutors  
Auxiliary Staff (Hourly)  
Attendants

**Transportation**

Mechanics  
Bus Drivers  
Bus Aides  
Crossing Guards  
On Board Instructors

**Cafeteria**

**Managers**

Cooks

Helpers

Servers

**Custodial**

Maintenance/Storeroom

Custodians

Cleaning Staff

Maintenance Helper

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

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

Treasurer

Supervisor of Building and Grounds

Secretary to Director of Instruction (1)

Secretaries in Office of Treasurer (2)

Supervisor of Security

Assistant Treasurer

Student Employees

Secretary to Superintendent

Secretary to Director of Operations

Supervisor of Cafeteria

Supervisor of Transportation

Supervisor of Storeroom

Substitute Employees

Supervisor of Technology

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

- D. It is agreed that it is not necessary for a person to hold the maintenance helper position prior to an appointment to a maintenance position. It is also agreed that maintenance personnel may be used to perform the storeroom supervisor's duties.

### **ARTICLE III - NEGOTIATIONS PROCEDURES**

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

#### **A. Negotiation Teams**

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

#### **B. Request for Meetings**

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

#### **C. Submission of Issues**

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

#### **D. Protocol**

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

#### **E. Progress Reports**

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

#### **F. Reaching Agreements**

As negotiated items are agreed to, they shall be reduced to writing and initialed by the chief spokesperson of each party. Such initialing shall be construed as a tentative agreement by both parties on that item, subject to finalized approval by the negotiating teams for the recommending of the ratification of the Association membership and adoption by the Board.

When a final Agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is in proper form, it shall then be submitted to the membership of the Association for ratification and then to the members of the Board of Education for adoption. When adopted by the Board, the Agreement shall become part of the official minutes of the Board and binding upon both parties. Said Agreement shall be signed by the representatives of the Association and the Board. Prior to the final Agreement being presented to the Association and the Board, both negotiating teams pledge to recommend adoption of the final tentative Agreement.

**G. Impasse Procedure**

If forty-five (45) days prior to the expiration of the agreement, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse. If impasse is declared it is with the understanding that the impasse proceedings are declared on all issues where tentative agreement has not been reached.

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator has the authority to recommend but not to bind either party to any agreement.

**H. Labor/Management Committee**

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

**ARTICLE IV - NO DISCRIMINATION**

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

**ARTICLE V - ASSOCIATION CHECKOFF**

The Board agrees to deduct from the pay of bargaining unit employees dues for the Ohio Association of Public School Employees and its Chapter #334 when so authorized in writing by said employees. Individual authorization forms for dues deductions and/or revocation shall be supplied by the Association to the employees by May 1 and shall be filed with the Board Treasurer not later than June 15. All deductions shall be transmitted to the Association Treasurer within ten (10) days of such deductions.

Such deductions shall be made in twenty (20) or twenty-four (24) equal installments beginning with the first pay of the employee's yearly contract. Signed payroll deduction authorization forms executed by the employee shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. All withdrawals of authorization made after June 15 will not go into effect until the following contract year.

With the consent of the Association, an employee may request payroll deduction after the deadline of June 15. The amount of dues payable as determined by the Association shall be distributed over the remaining pays.

**ARTICLE VI - GRIEVANCE PROCEDURES**

**A. Definition of Grievance**

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

## **B. Procedures**

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

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

**Step One** – The aggrieved employee(s) may present directly or through his/her Association representative, the stated grievance to the immediate supervisor. The grievance shall be submitted orally and if the response of the supervisor is not satisfactory, and the aggrieved wants to submit the grievance to Step Two, he/she must submit the grievance to Step Two within seven (7) calendar days of the supervisor's decision.

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

**Step Three** - If the grievance is not satisfactorily adjusted at Step Two, or if the immediate supervisor fails to respond, the aggrieved or his/her Association representative may appeal the grievance to the Superintendent. The Superintendent, or his designee, or the Association may request a hearing regarding the grievance. Such hearing shall be arranged with the aggrieved and/or the Association representative within seven (7) calendar days of the receipt of the written appeal. Should a hearing not be held, the Superintendent shall respond within seven (7) calendar days of the receipt of the written appeal. If a hearing is held, the Superintendent or his designee shall have seven (7) calendar days from said hearing in which to provide a written response.

**Step Four** - In the event the aggrieved is not satisfied with the Superintendent's response at Step Three, the aggrieved or his/her Association representative may, within seven (7) calendar days of the Step Three response request a hearing before the Board of Education. Such hearing shall be in private at the next regularly scheduled Board of Education Meeting. The decision of the Board shall be rendered within seven (7) calendar days. The action taken shall be in writing and copies sent to the aggrieved and the President of OAPSE.

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

## **C. Costs of Arbitration**

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

## **D. Arbitrators Authority**

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

1. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Association, the Board and the arbitrator. A copy of the decision shall be sent to the Association representative and the Board's representative as designated at the hearing.

2. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator shall be confined to those issues which have been presented and shall have no authority to consider other issues which have not been presented for arbitration.

**E. Further Terms**

1. The grievant(s) shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.
2. A grievant or the Board shall not be denied his/her legal rights under the law, the right of legal advice, and/or counsel.
3. A grievance may be withdrawn at any time without prejudice.
4. Copies of the documents pertaining to the grievance which have been filed shall be placed in confidential files other than the employee's personnel folder.
5. The above time limits may be mutually extended by the parties.

**ARTICLE VII - VACANCIES, JOB POSTING AND PERSONNEL**

**A. Definition of Vacancy**

A vacancy shall be defined as a newly created position or a position previously held by a member of the bargaining unit. If the Board determines not to declare or fill a vacancy, the reason for not doing so shall be furnished to the Association.

**B. Job Posting**

1. The Board shall post all vacancies in the schools, bus garage, and the administrative offices for at least seven (7) calendar days, at the end of which the bidding shall be closed. A copy of the job posting for each vacancy shall be sent to the President of the Association. Additionally, notice of such vacancies shall be mailed to employees not working during the summer months.
2. The posting of vacancies shall include, but not limited to, qualifications, hours per day/week, rate of pay, and place of assignment. A copy of the job description shall be available in the office of the Superintendent, or his designee.
3. The posting period shall begin no later than ten (10) working days from the time the Board declares a vacancy.

**C. Request for Position**

An employee must make a request for the vacant position, in writing, to the appropriate supervisor, the Superintendent, or his/her designee within seven (7) calendar days of the last day of posting.

**D. Award of Position**

1. The vacancy shall be awarded on the basis of the qualifications, previous job experience, degree of satisfaction with the skills and work performed by the applicant in his/her present or former position.
2. In the event two (2) or more applicants are found by the Board to be reasonably equal in qualifications, seniority with the Board shall be the determining factor in awarding the position.

3. The name of the successful applicant shall be forwarded to the President of the Association within five (5) working days of the award by the Board.
4. After April 30, if there is no acceptable full time applicant from the bargaining unit, a substitute may be used to fill the position for the remaining part of the year.
5. Contract employees changing job classifications shall serve a ten (10) day probationary period. Cafeteria managers, because of the complexity of their job assignment, shall have a twenty (20) day probationary period. Should the employee find he/she does not find the position to his/her liking or the Board finds that the employee's work is unsatisfactory; the employee shall be returned to his/her former position without loss of pay. Employees shall, if possible, be given a training period to work with the outgoing employee. To accommodate the probationary period the Board shall hire a substitute to fill the vacancy created by the transfer. Contracted employees awarded a new position shall be placed at the pay step that is commensurate with the position and duties.
6. The above procedure shall not be construed as a requirement for the Board to hire or promote from within the bargaining unit.
7. Newly hired employees with no service credit in the Boardman Local School District shall not be placed at a rate of pay higher than the 5<sup>th</sup> step of the applicable salary schedule. Credit for prior service will be determined at the time of hire and not subject to later claims.

Employees will be given one-step credit for each year that they work 120 days or more in one classified position within the Boardman Schools.

8. Any position increased by thirty (30) minutes or longer per day, for thirty days, shall be posted and awarded as per this Article.
9. The vacancy shall be awarded within sixty (60) working days of the close of bidding unless the Board determines that there is no qualified applicant and determines to re-advertise.

**E. Employment Procedure**

The Board shall give contracts to all Board approved classified employees according to the provisions of O.R.C. 3119.081. Contracts will indicate salary per school year, job classification and immediate assignment.

**F. Job Description**

1. The Association shall be furnished with a copy of a job description of each classification covered under terms of this contract. A copy of the job description shall be available in the office of the Superintendent or his designee.
2. A copy of the job description shall be sent to the OAPSE president when changes have been made. Individual employees will be advised by their immediate supervisor if those changes affect their specific job description.

**G. Employee Evaluation**

1. Employees shall be evaluated as deemed necessary by their appropriate supervisor. Administrative supervisors shall consult with head custodians, food service managers and the head mechanic before concluding the evaluation process. The employee will be notified in advance of such evaluation. All employee evaluations shall occur during the employee's regular workday and under normal work conditions.
2. The appropriate supervisor shall discuss the evaluation with the employee. The employee may sign the evaluation and shall be given a copy of such evaluation.

3. The signature of the employee on the evaluation will not signify agreement or disagreement, only that the employee discussed the evaluation.
4. The employee shall have the right to respond to the evaluation, either on the form or by a letter which shall be attached to the evaluation.

**H. Personnel Files**

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

**I. Payroll Deductions**

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

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

**ARTICLE VIII - SENIORITY**

- A. System seniority shall be defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire.
- B. Job classification seniority shall be defined as the length of continuous employment in an employee's job classification as computed from the employee's most recent date of entry into such job classification.
- C. The Board shall provide a seniority list to the Association annually, prior to December 1.

**ARTICLE IX - LAYOFF AND RECALL**

- A. When the Board determines it necessary to reduce the number of employees due to lack of funds or lack of work the following procedure shall govern such layoff.
- B. Prior to any reduction in staff the Board shall meet with the Association to advise them of the determined reduction.
- C. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position. Substitute employees, seasonal and casual employees, student workers, temporary employees, and any governmental program employees shall be laid off before any regular employees.

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

Classification of Teacher Aides to be separated into two (2) classifications:

Teacher Aides – Regular

Teacher Aides – Special Education

For the purpose of RIF only, Special Education Aides have the right to bump into the Regular Aide position if they have a seniority date in the aide classification prior to September 10, 2002. The following classifications shall be used for the purpose of defining seniority in the event of layoff:

**Secretarial**

Secretary  
 Social Worker  
 Computer Technician  
 A-V Technician  
 Library Clerks  
 Independent Aides  
 Teacher Aides  
 Noontime Supervisors/Monitors  
 School Health Aides  
 Tutors (Hourly)  
 Title tutors  
 Auxiliary Staff (Hourly)  
 Attendants

**Transportation**

Mechanics  
 Bus Drivers  
 Bus Aides  
 Crossing Guards  
 On Board Instructors

**Cafeteria**

Managers  
 Cooks  
 Helpers  
 Servers

**Custodial**

Maintenance/Storeroom  
 Custodians  
 Cleaning Staff  
 Maintenance Helper

- E. Employees affected by layoff shall have the right to displace a less senior employee in their own classification or a less senior employee in a classification previously held. During a layoff or bumping situation, employees with a limited contract status shall be laid off and/or bumped prior to an employee who has a continuing contract status. After the initial RIF within the classification an employee may use system seniority to bump into a classification previously held. An employee who assumes a previously held position due to bumping will be placed at the step which reflects the hourly wage that they earned in the position they were laid-off from, but not a higher hourly wage.
- F. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

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

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

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

## **ARTICLE X - GENERAL PROVISIONS**

### **A. Working Conditions**

1. Regular Work Week - The regular work week shall be forty (40) hours.
2. Lunch Period - All classified employees working a minimum of five (5) continuous hours shall receive a thirty (30) minute lunch period.
3. Breaks - All classified employees regularly working a minimum of five (5) continuous hours shall receive one (1) fifteen (15) minute break during their work shift.
4. Custodian and maintenance personnel will work 7:00 a.m-3:00 p.m. on working days when school is not in session for Easter and Christmas and from June 25 through August 10.
5. Call-In Time - Employees called into work earlier than scheduled in their workday or required to stay after their work day has been completed, shall be guaranteed a minimum one (1) hour pay. When an employee is called in on an emergency that is not an extension of their day, that employee will be guaranteed a minimum of two hours pay.

### **B. Overtime**

1. Overtime Pay - The Board shall pay overtime worked at the rate of time and one-half (1½) for all hours worked over forty (40) hours in a regular work week. The Board shall pay double time for work performed on Sundays and approved holidays. The Friday after Thanksgiving will not be considered a holiday. Therefore, straight time will be paid for any work performed on the Friday after Thanksgiving. When computing overtime, approved paid leave (sick leave and personal leave) shall not count as days worked. All overtime worked shall be included in the employee's regular paycheck.
2. Overtime Scheduling - If possible, overtime shall be offered to employees in a building by seniority. Every effort will be made to distribute overtime equitably among cleaning persons and custodial staff. Employees offered overtime, that does not interfere with their regular working hours, and for any reason refuse, shall be charged in the rotation, as if they had worked the time.
3. Weekend Building Checks - Unless assigned to a building for work on Saturday or Sunday, and provided that forty (40) hours have been worked by the custodian during the regular work week, custodians shall work and be paid for one (1) hour worked each Saturday and Sunday at the rate of time and one-half. Should an emergency occur, the provisions of sub-section 1, "Overtime Pay" shall apply.

**C. Regular Employees**

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

**D. Use of School Kitchens**

When a cafeteria kitchen is being used by an outside group, a cafeteria employee shall be on duty and paid by such group. Overtime shall be at time and one half when the hours worked exceeds 40 hours. Sundays and holidays shall be paid as per Article X Paragraph B, 1.

**E. Compensatory Time**

Compensatory time off may be granted in lieu of overtime payment (time and one-half) upon agreement of the Superintendent and the employee. Compensatory time off may not exceed ten (10) days in any contract year, and must be taken in the contract year accrued and/or no later than August 15 in the succeeding year. Compensatory time is not cumulative. Compensatory time off from contractual duties will not be granted for working athletic or extra events. This must be paid time. Maintenance and fitness center employees are excluded from taking paid time.

**F. Calamity Day Pay**

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

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

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

**H. Work Schedule Change**

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

**I. Severance Pay**

1. Any classified employee retiring from active service with the system and who has ten (10) or more years of service with the State, or any of its political subdivisions or any combinations thereof, shall be entitled to receive a retirement pay equal to one-fourth (1/4) of his/her accumulated sick leave days up to a maximum of sixty (60) days. Said payment shall be based on the per diem rate of pay at the time of retirement, and shall eliminate all accrued but unused sick leave credit to the classified employee
2. This payment shall be made in one lump sum within thirty (30) days after the retiree submits proof of his/her first SERS retirement check to the district's Treasurer, and it shall be exempt from deductions except as provided by law.
3. Severance pay benefits will be paid to the estate of any classified employee who dies while on active pay status that has fifteen (15) or more years of service

**J. Paid Holidays**

1. The following days shall be paid holidays for eleven (11) and twelve (12) month employees:  
Fourth of July - 1 day  
Labor Day - 1 day  
Thanksgiving - 1 day  
Christmas - 2 days  
New Year's Day - 2 days  
Martin Luther King Day - 1 day  
Presidents' Day - 1 day  
Good Friday - 1 day  
Memorial Day - 1 day

The following day shall be considered an additional day off:  
Friday after Thanksgiving - 1 day

2. The following days shall be paid holidays for nine (9) and ten (10) month employees:  
Labor Day - 1 day  
Thanksgiving - 1 day  
Christmas - 1 day  
New Year's Day - 1 day  
Martin Luther King Day - 1 day  
Presidents' Day - 1 day  
Memorial Day - 1 day
3. When any of these days should fall on Saturday or Sunday and school is closed on Friday or Monday, then that day shall be off with pay. If school is in session, this is not considered a legal holiday; however, a compensating day, mutually agreed upon by the Board and the Association, will be given.
4. The salaries listed in the salary schedule encompass one's total salary including any days designated as holidays.

**K. Professional Meetings**

1. School employees shall be permitted to attend professional meetings, approved by the Superintendent, without loss of pay.
2. Requests to attend a meeting must be made in writing and approved by the Superintendent at least two (2) weeks in advance.

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

**L. Attendance at Association Meetings**

Employees who have paid their current dues to OAPSE Chapter #334 shall be granted time off once per month to attend local chapter meetings scheduled after 4:00 p.m. should such meetings fall within the regular work shift of the employee(s). New employees, upon the invitation of Chapter #334, will be permitted to attend one (1) chapter meeting according to the above. Time away from job shall be limited to two hours.

**M. Workshops**

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

**N. Mileage**

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

**O. Transfer**

1. Transfers will be of three types:
  - a. Voluntary – where the employee requests reassignment in writing.
  - b. Involuntary Temporary – employee is transferred to satisfy a need in the district on a temporary or emergency basis.
  - c. Involuntary – where an employee is transferred because of substandard job performance, disciplinary action, or for the safety of a student, the staff or public.
2. Assignments and re-assignments shall be made according to the needs of the school system.
3. Temporary/emergency assignments may be made by the Board. Such assignments shall end with the termination of emergency. An employee will not incur a loss of pay during a temporary/emergency assignment. Temporary or emergency transfers shall not be for a period of more than twenty (20) days unless mutually agreed.
4. The most senior employee in the related classification shall be given the first opportunity to accept or reject any temporary vacancy or emergency assignment in excess of ten days.
5. In the event an employee is assigned to replace another regular employee in a higher paid position for five consecutive working days or more, the employee so assigned shall receive the higher rate of pay retroactive to the first day of the reassignment; if assigned for less than five (5) consecutive working days, the employee shall receive his/her regular hourly rate. If the rate of pay of the absent employee is less than the replacement employee he/she shall maintain their regular hourly rate. Employees shall receive a step rate of pay, for the temporary position, that grants them an increase in wages commensurate with the position and duties.

**P. Substitutes**

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

**Q. Student Employees**

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

**R. Board of Education Meetings**

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

**S. Association Representation**

The President, representing the Association, shall be accepted as the Association's official representative at each public Board meeting and time shall be granted to attend such meeting without loss of pay. If the President is unable to attend, the President may designate another employee to act as Association representative.

**T. Bulletin Boards**

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

**U. Inter-school Mail**

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

**V. Contract Sequence - Tutors and Hourly Auxiliary Staff**

Service shall not be considered service for purposes of determining seniority or eligibility for continuing contracts. Tutors and hourly auxiliary staff contracts will be one year limited contracts that will come to an end at the close of the school year for which they were issued without Board action of non-renewal or notice. Tutors and hourly auxiliary staff will not be subject to Teacher Evaluation Guidelines or House Bill 330.

**W. Activity Passes**

Classified employees, working 4 or more hours, at their request to the Athletic Office shall receive an identification pass that permits them free general admission to any school activity held in the Boardman Schools. The employee may upgrade that admission to reserve seating by paying the difference in price between general admission and reserve admission. Abuse of this pass will result in immediate forfeiture of this privilege.

**X. Smoke Free Work Place**

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

**Y. Annual Salary Longevity Step**

A longevity step of 4% will be added to the annual salary of all classified employees who have completed nineteen (19) uninterrupted years of employment with the Boardman Board of Education. An additional 4% will be added to the annual salary of all classified employees who have completed twenty-four (24) years of service in the Boardman Schools.

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

## **Z. Training Meetings**

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

### **AA. Boiler License & Uniform Allowance**

#### **1. Boiler License**

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

#### **2. Uniform Allowance**

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

### **BB. Payment for Re-certification**

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

## **ARTICLE XI - LEAVE POLICIES**

### **A. Parental Leave of Absence**

1. A full time employee who becomes pregnant or becomes a parent by childbirth or adoption, and has completed at least one year of service, shall be granted upon request parental leave. Said leave shall be without pay and increment and shall be granted for a maximum of one (1) calendar year.
2. Parental leave for pregnancy may begin at any point of the pregnancy.
3. Application - Application for parental leave shall be in writing to the Superintendent of Schools not later than thirty (30) working days prior to the effective date for such leave and such request shall state the anticipated duration of leave. In the case of pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.
4. Reinstatement - If the employee on parental leave of absence desires to be reassigned to duty with the Board following the termination of such leave, application for reinstatement must be made in writing to the Office of the Superintendent at least thirty (30) days before the expiration of such leave. The Board will make a concerted effort to return the employee to his/her former position, but if not available, then to a similar position and hours. An employee returning to duty from parental leave of absence after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties.
5. Rights While on Leave - Employees on parental leave, upon advanced monthly payment by the employee of the appropriate premiums, may continue as group members of all Board insurance programs, provided said coverage is acceptable to the carrier.

## **B. Sick Leave**

1. Accumulation of Sick Leave – Each employee shall be entitled to fifteen days of sick leave with pay each year, which will be credited at the rate of one and one fourth (1 ¼) days per month. Tutors working less than 5 days a week will have their sick days prorated. The number of sick days employees may accumulate shall be two hundred sixty (260) days.
2. Procedure - All employees may use sick leave for absence due to illness, injury, exposure to contagious disease and illness or death in the employees immediate family. Sick leave used for illness of a family member is limited to when it is necessary for the employee to attend to the needs of or care for the relative. The employee is required to document the justification for sick leave usage on the Sick Leave Form.
3. Immediate Family - Immediate family shall be interpreted to include father, mother, grandparents, grandchild, brother, sister, husband, wife, child, parent-in-law, or anyone who has stood in the same family relationship with the employee as any one of these.
4. Abuse – An employee shall not be allowed to use sick leave for anything other than what is defined in Article XI, Sec. B numbers 2 and 3. Application for, or the use of sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.
5. All employees shall be permitted to use sick leave in one half (½) and full day segments.
6. Transfer of Sick Leave - A member of the Employee Unit who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his or her accumulated sick leave earned within the last five (5) years up to the maximum accumulation allowed by the school district. Persons transferring from a short hour position to a full time position shall have their sick leave accumulation converted at a ratio of full day equivalents.
7. Advancement of Sick Leave - Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year charged against sick leave he/she subsequently earns.
8. Holidays - Holidays occurring during the period of absence shall not be deducted from the absent employees accumulated sick leave days.

## **C. Sick Leave Bank**

### **Establishment**

1. Each classified employee may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from September 1 through October 1 of each year. New employees will have four weeks to enroll. The donated day is not returnable.
2. During the year, one (1) additional day may be donated by the bank members upon the agreement of the Sick Leave Committee.
3. If seventy-five (75) participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated day returned and the bank will not be established.

### **Operational Procedures**

1. Use of days from the Bank will be limited to those who have contributed to the Bank.
2. Use of days from the Bank, will be limited to the personal illness of the Bank member, their spouse, or dependent children. A doctor's statement is required with the application.

3. Use of days from the Bank will be considered only after the individual has used all of his/her accumulated sick leave balance and available vacation and personal days.
4. The maximum number of days that a person may use is twenty percent (20%) of the total days in the bank at the date of application not to exceed twenty-five (25) days. Eligible employees may not apply to use the bank more than two (2) times.

#### Sick Leave Bank Committee

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

The committee shall be composed of:

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

2. Replacement appointment shall be made by the remaining committee members.
3. The OAPSE President will designate the chairperson.
4. The committee will develop the forms needed to operate the Bank.
5. OAPSE shall be responsible for distributing and collecting all forms.

#### Pay Back Procedure

The member who borrows the days shall pay back annually until fully paid back. If not paid back, they will be deducted from severance.

#### D. Personal Leave

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

**E. Leave Without Pay**

1. Employees may request leave without pay. The Superintendent and/or his designee will consider each request on an individual basis. Not more than one request per employee per school year will be considered. Any requested leave in excess of fifteen days must be taken for a period of 60 working days.
2. Employees on leave without pay may continue as group members of all Board insurance programs provided said coverage is acceptable to the carrier and all required premiums are paid monthly in advance to the Treasurer. The cost of the coverage shall be prorated for the number of days of the anticipated absence.
3. Leaves for illness or disability shall be in accordance with State Law.
4. Leave without pay cannot be used for other employment. Leave without pay can only be used for vacation upon approval by the Superintendent.

**F. Military Leave**

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

**G. Assault Leave**

1. Reporting of Assault

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

The request must include:

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

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

2. Entitlement to Assault Leave

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

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

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

3. Restrictions

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

**H. Jury Duty**

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

**I. Bereavement Leave**

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

**ARTICLE XII - TRANSPORTATION**

**A. Field Trips**

1. The rate of pay for all field trips shall be at the established field trip rate from bus garage to bus garage. Bus drivers shall be guaranteed a minimum of two (2) hours per trip. One-half hour pay at the established field trip rate will be paid to pre-trip and sweep the school bus on field trips that exceed the two (2) hour minimum and are beyond the regular school day or designated student days. A one-way shuttle for sports teams contiguous with the end of the school day will be paid at 1 hour at the regular field trip rate.
2. The Board shall post and maintain a field trip roster which shall bear the names of all regular drivers wishing to take such trips. This field trip roster shall be posted in the bus garage. Field trips shall be offered on a seniority rotation basis if the field trip does not interfere with their regular route or state mandated operational standards. A school bus aide shall be assigned to any field trip where a wheelchair lift is required to load or unload students.
3. Field trips shall be posted at the school bus garage on a weekly basis for three (3) consecutive days and shall indicate the date and time of the trip. A copy of the posting shall be provided to the Association President. Field trips shall be offered on a seniority rotation basis in order of receipt of the field trip request. If a field trip is cancelled or refused for any reason, the driver will be assigned to the bottom of the seniority list and will not be eligible to take another trip until his/her name reaches the top of the seniority list. A field trip report indicating an employee's acceptance or refusal of field trips shall be posted monthly. The report will also indicate each employee's total field trip hours.
4. Trips that are canceled without prior notification to the driver's arrival at the school bus garage shall be reimbursed by the group sponsoring the trip a minimum of two (2) hours at the established field trip rate. Any driver who does not indicate his/her acceptance or refusal of an assigned field trip on the posted field trip roster within three days of the posting, will forfeit the assigned trip.

All contract drivers on the field trip roster are permitted one (1) field trip of ten (10) hours or more per school year or until each contract driver has taken or has been given the opportunity to take a field trip of ten (10) hours or more in a given school year. All contract drivers will be charged for accepted ten (10) hour trips regardless of the actual hours accrued on the field trip. If the accepted ten (10) hour field trip is canceled the driver shall be offered the next unassigned ten (10) hour trip.

Regular contract drivers on the field trip roster may be eligible for ten (10) hour field trips during

their regular route time if a sufficient number of substitute drivers are available to drive the regular contract driver's route. Should a regular contract driver accept a ten (10) hour field trip during their regular route time, their pay will be deducted for the regular route time missed.

5. All drivers shall remain with the event for the entire duration of the trip except in emergencies, or when time and distance is not cost effective for the Board of Education as determined by the Director of Transportation. An employee who has a split trip shall be paid the minimum of two (2) hours for each trip taken in this manner. Split trips and one way trips shall be identified upon assignment to the driver. Field trips that are not designated prior to the assignment shall not receive a split trip designation after the assignment.
6. Expenses incurred on extra-curricular/field trips (i.e. turnpike fees, entrance fees and lodging) shall be borne by the group sponsoring the trip and paid for by the group during the trip. Meals shall be reimbursed by the group within one week after submission of a receipt within the amount per Board policy.
7. The Transportation Supervisor shall have the flexibility in scheduling field trips of drivers with routes that start earlier and/or finish later than regularly scheduled routes. The Transportation Supervisor shall make every effort to accommodate drivers and assign drivers' field trips during their available hours. Available hours shall be defined as hours that are not in conflict with regular hours. The Transportation Supervisor shall make every effort to have field trips offered equitably.
  - a. Nothing in this provision shall be construed to mean that all drivers will end the school year with the same amount of pay earned on field trips.

#### **B. Routes**

1. Regular routes shall be defined as being to and from school each morning and afternoon from storage to storage. Regular routes are established by the Transportation Supervisor, and may be any combination of elementary, middle, high school, or parochial runs. These routes shall be bid according to "Route Vacancy Posting and Awarding" procedure of this contract.
2. All contract school bus drivers who are required to work extra days beyond their regular contract to compliment differences in school calendars shall be paid \$18.00 for the morning session and \$18.00 for the afternoon session on any day the driver is required to work.
3. In the event a new route is established which necessitates use of an additional bus(es), or an existing route becomes vacant due to a resignation, retirement, or termination of an employee, said personnel vacancy shall be posted as required by Vacancies, Job Posting and Personnel Articles of this contract.
4. Mid-day routes shall be defined as routes that are not a part of a morning or afternoon regular route. These routes shall be bid according to Article XII C. of this Agreement. Should a substitute be required for any mid-day route, the most senior driver shall be assigned to the route for the first twenty (20) consecutive working days of the regular driver's absence. Substitute time beyond said twenty (20) consecutive days shall be rotated according to seniority in ten (10) day intervals.
5. Regular routes to and from school each morning and afternoon will be paid according to the appropriate salary step as set forth in Attachment D. Effective July 1, 2004, any route that can be documented to regularly exceed 4 hours and fifteen (15) minutes will be paid in increments of fifteen (15) minutes at the employee's rate of pay. Documentation of these routes will be done by the administration.

**C. Route Vacancy Posting and Awarding**

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

**D. Substitutes**

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

**E. Workshops and Safety Meeting**

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

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

**F. Radios**

The Board shall provide and maintain radios on all buses for safety purposes. A base shall be placed in the transportation office and bus garage to monitor bus break downs and emergencies, etc. The base shall be manned during the normal working hours.

**G. Weather**

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

**H. CDL Requirements**

Any driver whose CDL is suspended or revoked will be placed on leave without pay or benefits until

the certification is reinstated. If the license is not reinstated within twelve (12) months the employee shall be considered terminated from employment. If the suspension or revocation is for the reason of illness or disability, then the leave shall be in accordance with state law.

#### **I. Pre-trip Inspection**

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

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

#### **J. Employee Testing**

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

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

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

##### **1. Provisions**

- a. Safety-sensitive employees as defined in the applicable Department of Transportation regulations are subject to random pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances.
- b. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace to promote safety and to protect employees and the public.
- c. The abuse of a controlled substance by an employee will be recognized as treatable substance abuse problems. The employer and the union shall encourage and require any employee with a substance abuse problem to be evaluated by a substance abuse professional and complete all recommended rehabilitation programs prior to returning to the workplace.
- d. Only an employee's direct supervisor or other Boardman School employee certified in controlled substance abuse including training on physical, behavioral, speech and performance indicators of probable misuse as required for supervisors of commercial driver license holders may order a random substance abuse test under reasonable suspicion.
- e. All time spent being administered an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay. An employee who is not allowed to return to work while awaiting results has the right to use his/her accumulated sick leave. The employer shall pay all costs associated with the administration of the initial and the split specimen alcohol and controlled substances tests.

##### **2. Confidentiality**

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

3. Continuation of Pay

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

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

**K. Use of Maintenance Truck**

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

**L. Skills Evaluation Form**

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

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

**ARTICLE XIII - VACATION**

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

1. Newly hired 12 month employees will immediately begin to accrue 10 vacation days per year at a rate of .83/month through their first five (5) years of employment.
2. After the completion of five (5) years and through the completion of ten (10) years an employee may accrue fifteen (15) vacation days per year at a rate of 1.25/month.
3. After the completion of ten (10) years and each year thereafter, an employee may accrue twenty (20) vacation days per year at a rate of 1.66/month.
4. After the completion of twenty-five (25) years with the Boardman Schools, two additional days of vacation will be granted accrued at a rate of 1.83/month.

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

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

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

D. If a vacation includes a paid holiday, an extra day shall be given. Vacation time is not accumulated from year to year.

- E. Vacation may be used to the amount of accrual as recorded in the Treasurer's office. Vacation may be used at any time that is mutually agreeable between the employee and his/her immediate supervisor. Seniority will be considered in the scheduling of vacation. Vacation shall accrue as of the employee's anniversary date.
- F. The final approval of vacation time usage rests with the Superintendent or his designee.
- G. Upon separation or death of the employee, the Board will pay to the employee or his/her estate any accrued vacation pay.

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

#### **ARTICLE XIV - INSURANCE**

##### **A. Board Provided Insurance Coverage for 2011-2012 school year.**

Only employees who work 20 or more hours per week in one assignment are eligible for benefits.

- 1. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 1, 2006.

The Board shall pay the cost of such insurance for the employee's coverage according to the schedule contained in Section N.

- 2. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.
- 3. If agreement is reached by the Stark County COG on common specifications not already contained in this contract for the COG member districts, such specifications will become amendments in this contract upon agreement of the Association President and the Superintendent.

##### **B. Section 125 – Tax Shelter**

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

##### **C. Medical Information**

Personal information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee to the extent necessary to resolve problems and/or make decisions.

**D. Continuation of Coverage**

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

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

**E. Dependent Definition**

Unmarried dependent children from birth to age 19 (to age 26 if full-time student) provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

**F. Premium Holiday**

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

**G. Employee married to another employee**

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

**H. Preferred Provider – Doctors/Hospitals**

1. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
3. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

<b>4. Specifications</b>	<b>Network</b>
Maximum Benefits	Unlimited
Deductibles	100/200
Accumulation Period	Calendar Year
Co-Insurance Provision	80%

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

- |  |  |
|--|--|
| 5. Out-Patient Psychiatric/<br>Substance Abuse | 80%, UCR up to 15 visits (30 visits if<br>in Network PPO) per person, per year |
|--|--|

- 6. In-Patient Psychiatric/ Substance Abuse 31 days per person, per year
- 7. Preventative - routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).
- 8. Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

**I. Dental Insurance for 2011-2012 school year**

The full cost shall be paid by the Board as per Section M.

Plan Description (summary only)

- 1. Maximum Benefits/covered person
  - Class I, II, or III \$2,500 per year
- 2. Deductible – Individual \$25 per year
- 3. Deductible – Family \$75 per year
- 4. Co-Insurance Amounts:
  - a. Class I – Preventative 100% of Usual & Customary (No Deductible)
  - b. Class II – Basic 80% of Usual & Customary
  - c. Class III – Major 80% of Usual & Customary
  - d. Class IV – Orthodontia 60% of Usual & Customary

Lifetime maximum for Orthodontia - \$1,200 per individual

**J. Prescription Drug for 2011-2012 school year - Preferred Provider**

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- 1. The program will be available to employees and their dependents that have "primary" coverage under the District's insurance.
- 2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- 3. The deductible will be waived.
- 4. Mail order prescription: an optional mail order prescription program may be implemented.

**K. Term Life and Accidental Death and Dismemberment Insurance**

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of thirty-five thousand dollars (\$35,000) plus an equal amount of accidental death and dismemberment coverage for each member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

**Purchase of Additional Coverage**

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

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

**L. Vision Care Insurance for 2011-2012 school year**

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increase thereof, shall be paid by the Board as per Section M.

**Specifications:**

1. **Eye examinations** – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
2. **Lenses** – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	Per Lens	Per Pair
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$35	\$70
Contact lenses (medical)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:
  - a. The lenses are necessary following cataract surgery;
  - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to a least 20/70 in eye with contact lenses.
  - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
4. **Frames** – One set of frames is covered every twenty-four (24) consecutive month period, provided the frame is used with lenses prescribed after an eye examination. Frame allowance: \$30. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

5. Limitations and Exclusions:

Services for which vision care coverage does not provide benefits include:

- a. Sunglasses, whether or not requiring a prescription
- b. Drugs or medications
- c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
- d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
- e. Orthoptics or vision training
- f. Aniseikonic lenses
- g. Coated lenses

6. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.

7. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

**M. Dental and Vision**

1. Any employee hired prior to January 1, 1991 and eligible for Insurances at that time will be considered in the 35 hours and over category.
2. Any employee hired on or after January 1, 1991 or became eligible for insurances during this period shall contribute toward dental and vision insurances as follows:

All employees hired after July 1, 2006 must work 25 hours per week to be eligible for Dental and Vision insurance. The full cost shall be paid by the Board for employees working 25 or more hours. Any employee that worked between 20 and less than 25 hours per week before July 1, 2006, and is currently enrolled in our Dental and/or Vision insurance plan will continue to be eligible for dental and vision at the 25% premium sharing rate. If the 20-25 hour employee terminates his/her coverage at anytime, he/she will no longer be eligible for such coverage until he/she obtains a position of 25 or more hours per week.

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

**N. Medical**

1. Any employee who was hired prior to January 1, 1991 and was eligible for Medical Insurance at that time will be considered in the 35 hours and over category.
2. Any employee hired on or after January 1, 1991 or became eligible during this time shall contribute toward Medical Insurances as per Figure 1 in Section O (Healthcare Premium Sharing).

**O. Healthcare Premium Sharing**

Premium sharing for medical, dental and vision as per figure 1 or figure 2.

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

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

**A. Boardman Local Schools Health Insurance Committee:**

1. An ongoing Boardman Local Schools Health Insurance Committee (BLSHIC), whose membership shall be comprised of representatives from employee organizations representing employees of the Board, as well as representatives of the Board and its administrators, shall be formed prior to the start of the 2011-2012 school year. The responsibility of the BLSHIC shall be to annually review the Board's health care coverage's and employee contributions toward coverage for all Board employees. At a minimum, the BLSHIC shall annually review insurance costs, employee premium sharing, coverage options, program additions or modifications to the current plan design, and the option of remaining in the COG or submitting a Request For Proposal (RFP) on the open market.
2. The BLSHIC shall annually be comprised of seven (7) voting members, three (3) representing BEA as selected by the BEA President, one (1) representing OAPSE, and three (3) representing the Board. Each of the above referenced groups may have a non-voting representative attend meetings of the BLSHIC. The BLSHIC shall be convened and begin meeting no later than September.
3. Regular minutes of all meetings of the BLSHIC shall be kept and shared with all voting members. A draft of the minutes will be circulated to members after each meeting, and they shall be reviewed, revised, and approved at the subsequent meeting. Members of the BLSHIC shall not receive additional compensation for their work on the Committee. The BLSHIC shall meet as needed to complete their responsibilities.
4. The Board, at their expense, shall retain the services of an insurance consultant to assist the BLSHIC with gathering and analyzing data related to utilization of the Board's coverage's, to provide a cost analysis of options under consideration by the BLSHIC, to prepare a RFP and analyze any responses to said RFP if directed by the BLSHIC to do so, and any other function deemed necessary by the BLSHIC.
5. All decisions of the Committee shall be achieved by consensus (i.e. all voting members agreeing on the decision or at a minimum indicating that they can live with the decision.)

**B. Cost/Savings sharing for the FY13 (2012-2013) and FY14 (2013-2014) school years:**

The annual goal of the BLSHIC is to offer employees a quality package of health insurance coverage's for each plan year (July 1 through June 30). If the BLSHIC is successful in reducing Base Premiums for the upcoming plan year, then the savings shall be divided with 25% of the savings going to the Board and the remaining 75% going to the employee unit the amount being prorated as a percentage of union's participating membership. The 75% of savings allotted to the Employee unit shall be prorated between each member of the Employee unit who is covered by said insurances receiving prorated shares based on contribution and/or hours in the day and days of the year an employee works. The sharing shall be paid to members of the Employee

unit through a lump sum payment, issued in a separate check, on the second pay date in November of the plan year. If, however, the BLSHC is unsuccessful in reducing cost of the health care for members of the Employee unit below the Base Premium for the upcoming plan year, then beginning with the first pay date in July for that plan year, each member of the Employee unit, covered by said insurances, shall pay an equal share of the excess cost for health care. Said payments shall be paid through payroll deduction; shall be paid in pre-tax dollars; and shall be deducted equally in twenty-four equal payments for the plan year.

Figure 1 FY12 (5% Increase for Board)

**Monthly Medical 2011-12 (Frozen at 2009 rate)**

Monthly Premiums		Fulltime Copay	20-29 Hours	30-34 Hours
			25%	15%
\$1,362.75	Family Employee Pays	\$72.92	\$269.13	\$161.48
\$561.02	Single Employee Pays	\$30.00	\$110.80	\$66.48

**Monthly Dental 2011-12 (Frozen at 2009 rate)**

Monthly Premiums		Fulltime Copay	20-29 Hours*
			25%
\$175.72	Family Employee Pays	\$0.00	\$34.70
\$71.27	Single Employee Pays	\$0.00	\$14.08

\*Under 25 ineligible unless hired between 1/1/91 -7/1/06

**Monthly Vision 2011-12 (Frozen at 2009 rate)**

Monthly Premiums		Fulltime Copay	20-29 Hours*
			25%
\$37.31	Family Employee Pays	\$0.00	\$7.37
\$14.95	Single Employee Pays	\$0.00	\$2.92

\*Under 25 ineligible unless hired between 1/1/91 -7/1/06

Figure 2 FY13-FY14

**Medical Monthly Rates\***

BASE PREMIUMS		Fulltime Copay	20-29 Hours	30-34 Hours
			25%	15%
\$1,297.86	Family Employee Pays	\$72.92	\$324.47	\$194.68
	Board Share	\$1,224.94	\$973.40	\$1,103.18
\$534.30	Single Employee Pays	\$30.00	\$133.58	\$80.15
	Board Share	\$504.30	\$400.73	\$454.16

\*Employees will pay the dollar amount in the appropriate line and column, plus 100% of any increase over the Base Premium

**Dental Monthly Rates\***

BASE PREMIUMS		Fulltime Copay	20-29 Hours*
			25%
\$167.35	Family Employee Pays	\$0.00	\$41.84
	Board Share	\$167.35	\$125.51
\$67.88	Single Employee Pays	\$0.00	\$16.97
	Board Share	\$67.88	\$50.91

\*Employees will pay the dollar amount in the appropriate line and column, plus 100% of any increase over the Base Premium. Under 25 ineligible unless hired between 1/1/91 -7/1/06

**Vision Monthly Rates\***

BASE PREMIUMS		Fulltime Copay	20-29 Hours*
			25%
\$35.53	Family Employee Pays	\$0.00	\$8.88
	Board Share	\$35.53	\$26.35
\$14.24	Single Employee Pays	\$0.00	\$3.56
	Board Share	\$14.24	\$10.68

\*Employees will pay the dollar amount in the appropriate line and column, plus 100% of any increase over the Base Premium. Under 25 ineligible unless hired between 1/1/91 -7/1/06

**P. Workers' Compensation**

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

**ARTICLE XV - SEVERABILITY**

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

**ARTICLE XVI - NO STRIKE CLAUSE**

For the duration of this agreement, neither the Association, its agents or employees represented by the Association shall engage in, assist in, sanction or approve any strike, slow-down or withholding of services designed to interfere with the normal operation of the school district.

**ARTICLE XVII - IMPLICATIONS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

**ARTICLE XVIII - DISCIPLINE/DUE PROCESS**

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

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

- B. When the employer intends to impose any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee and the Association. The notice shall include the specific charges against the employee which shall include times, dates, and locations of chargeable actions or omissions; possible penalties; a statement of the employee's right to make use of the Grievance Procedure at Level 4 to dispute the charges or the proposed penalty; and of the conference to discuss the charges, unless the conference has already occurred.
- C. The filing of a grievance shall not delay or stay disciplinary action.
- D. The rights and procedures contained in this Article are in lieu of, pre-empt, and supersede the provisions of Ohio Revised Code Section 3319.081.

## **ARTICLE XIX - SALARY AND FRINGE BENEFITS**

### **A. Employee SERS Pick-up**

The Board agrees to pick-up, utilizing the salary reduction method, contributions to the School Employees Retirement System paid upon behalf of the employees.

1. The amount to be picked-up on behalf of each employee shall be nine and three tenths percent (9.3%) of the employee gross annual compensation and shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of the State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all classified employees.
3. The pick-up shall become effective the first month after the signing of this agreement and shall apply to all compensation.
4. The parties agree that should the rules and regulations of the IRS or SERS change making this procedure unworkable, the parties agree to return, without penalty, to the former method of Employee/Employer contributions.

### **B. Board SERS Pick-up**

Employees covered under this agreement will receive a .7% pick-up with pick-up on the pick-up for the duration of this Agreement.

Compensation for members of the Employee unit:

1. The salary schedule contained in Attachments A, B, C & D of this Agreement shall remain intact for the duration of this Agreement. There will, however, not be any increases to the base salary contained in that schedule during the life of this Agreement, nor shall there be any guaranteed step increases during the life of this Agreement.
2. Performance Based Compensation:
  - a. Earned during the 2011-2012 school year: In the event the District Report Card for the year shows achievement of 80% of the indicators measured on the 2010-2011 State Report Card, all members of the Employee unit shall advance one (1) year on the experience schedule of the District. If the advancement of the one (1) year on the experience schedule would have caused the employee to earn a step increase on the salary schedule found in the Attachments A, B, C or D of this Agreement, the employee shall be granted and paid that step increase during the 2013-2014 school year. If the advancement of one (1) year on the experience schedule would not result in the employee advancing a step on the salary schedule, found in the Attachment A, B, C or D of the Agreement, the employee shall be granted and paid a lump sum payment as per Figure 1 below, to be included on the first pay of December 2013.
  - b. Earned during the 2012-2013 school year: In the event the District Report Card for the year shows achievement of 80% of the indicators measured on the 2010-2011 State Report Card, all members of the Employee unit shall advance one (1) year on the experience schedule of the District. If the advancement of the one (1) year on the experience schedule would have caused the employee to earn a step increase on the salary schedule found in Salary Attachment A, B, C or D of the Agreement, the employee shall be granted and paid that step increase during the 2013-2014 school year. If the advancement of one (1) year on the experience schedule would not result in the employee advancing a step on the salary

schedule, found in the Attachment A, B, C or D of the Agreement, the employee shall be granted and paid a lump sum payment as per Figure 1 below, to be included on the first pay of December 2013.

Figure 1

HOURS/DAY S	261 Days	250 Days	220 Days	210 Days	197 Days	189 Days	188 Days	187 Days	185 Days
8 hrs	\$300	\$290	\$280	\$270	\$260	\$250	\$240	\$230	\$220
7 hrs	\$300	\$275	\$265	\$255	\$245	\$235	\$225	\$215	\$205
6 hrs	\$270	\$260	\$250	\$240	\$230	\$220	\$210	\$200	\$190
5 hrs	\$255	\$245	\$235	\$225	\$215	\$205	\$195	\$185	\$175
4 hrs	\$240	\$230	\$220	\$210	\$200	\$190	\$180	\$170	\$150
3 hrs	\$225	\$215	\$205	\$195	\$185	\$175	\$165	\$155	\$112
2 hrs	\$210	\$200	\$190	\$180	\$170	\$160	\$150	\$140	\$80

**C. Retire/Rehire**

**Employment of Retired Boardman Classified Employees**

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

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

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

3. A "retired" employee eligible to receive health insurance benefits through SERS and who is re-employed by the Board must agree to waive any and all right to such coverage as a condition of re-employment. To the extent that a retired employee currently or previously covered by SERS loses insurance coverage through changes in SERS regulation, state law, or through legal action, such employees would immediately be eligible to purchase the same health insurance coverage held by Boardman employees at the cost of the premiums he/she would be paying through SERS.
4. A retiree shall be paid at the first year salary step level, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.

5. Seniority for Boardman employees returning to employment with the Board after retirement will be zero (0) upon such re-employment and any subsequent re-employment for all provisions of the Agreement. In the event the district needs to implement a Reduction in Force (RIF), those employees re-employed under this provision, shall be subject to a RIF before other members of the Employee Unit. Employees re-employed under this provision shall accrue seniority exclusively within the retire-rehire program. In the event two (2) re-employed employees, in the same area of certification, share the same seniority date within the program, Article IX, D of the Agreement will apply, or, if more than two (2) re-employed employees are tied, they shall participate in a drawing of lots, in the presence of the Superintendent and a representative designated by the OAPSE President.
6. Employees hired by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.
7. There will be no additional severance pay available for retired employees employed by the Board, however, such employees will accrue sick leave at a rate of 1 1/4 days per months worked. Sick leave will accumulate from year to year for retired re-employed employees. Retired employees employed by the Board may neither donate to, utilize, nor otherwise participate in the sick leave bank.
8. Re-employed employees will be awarded one (1) year limited contracts of employment (per section B. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. This transition from a one (1) year limited contract to the next one (1) year limited contract does not create a vacancy. With a satisfactory recommendation from the superintendent of the Boardman Schools, those eligible will receive additional one (1) year limited contract(s) that will be implemented concurrently on July 1.
9. Upon the expiration of the three (3) year period of re-employment provided in Section C above and in the event the district is unable to hire a qualified employee in the licensed area of need, the Board may, at its' sole discretion, grant an employee additional one (1) year limited contract(s) under the terms and conditions set forth herein.
10. Any employee intending to be re-employed under this section of the agreement, shall at the time of submitting his/her resignation for the purpose of retiring into SERS shall also resign from any supplemental contract he/she holds under the Agreement.
11. The parties expressly agree and fully intend this provision to supersede and take precedent over the ORC any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.
12. The provisions of this agreement are applicable only to Boardman classified employees who accept this option as an early retirement incentive. The acceptance of this option does not create a vacancy.

#### **ARTICLE XX - AFSCME PEOPLE**

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

**SALARY SCHEDULE  
ATTACHMENT A - SECRETARY**

2011-2014

	STEP 1 STEP 2	STEP 3 STEP 4	STEP 5 STEP 6	STEP 7 STEP 8
ADMINISTRATIVE		261 DAYS - 7 HRS.		
	\$26,211	\$28,768	\$31,325	\$33,882
	\$27,489	\$30,047	\$32,604	\$35,161
PRINCIPAL		250 DAYS - 7 HRS.		
	\$23,014	\$25,572	\$28,129	\$30,686
	\$24,293	\$26,850	\$29,407	\$31,964
PRINCIPAL		210 DAYS - 7 HRS.		
	\$19,179	\$21,416	\$23,654	\$25,891
	\$20,457	\$22,695	\$24,613	\$26,850
GENERAL OFFICE		250 DAYS - 7 HRS.		
	\$19,978	\$22,535	\$25,092	\$27,649
	\$21,256	\$23,813	\$26,371	\$28,928
GENERAL OFFICE		220 DAYS - 7 HRS.		
	\$17,580	\$19,831	\$22,081	\$24,331
	\$18,706	\$20,956	\$23,206	\$25,456
GENERAL OFFICE		210 DAYS - 7 HRS.		
	\$16,781	\$18,929	\$21,077	\$23,225
	\$17,855	\$20,003	\$22,151	\$24,299
GENERAL OFFICE		200 DAYS - 7 HRS.		
	\$15,982	\$18,028	\$20,074	\$22,119
	\$17,005	\$19,051	\$21,097	\$23,142
ADMINISTRATIVE CLERK		261 DAYS - 7 HRS.		
	\$20,457	\$21,736	\$23,014	\$24,293
	\$21,097	\$22,375	\$23,654	\$24,932
SOCIAL WORKER		210 DAYS - 7 HRS.		
	\$23,973	\$25,891	\$27,809	\$29,407
	\$24,932	\$26,850	\$28,608	\$30,366

COMPUTER TECHNICIAN			220 DAYS - 8 HRS.			
	\$23,973		\$25,891		\$27,809	\$29,407
	\$24,932		\$26,850		\$28,608	\$30,366
LIBRARY CLERK			197 DAYS - 7 HRS.			
	\$14,704		\$15,982		\$17,261	\$18,539
	\$15,343		\$16,621		\$17,900	\$19,179
A-V TECHNICIAN			261 DAYS - 8 HRS.			
	\$23,973		\$25,891		\$27,809	\$29,407
	\$24,932		\$26,850		\$28,608	\$30,366
INDEPENDENT AIDE			197 DAYS - 7 HRS.			
	\$15,663		\$16,941		\$18,220	
	\$16,302		\$17,580		\$18,859	
TEACHER AIDE			188 DAYS - 5 HRS.			
	\$11,507		\$12,146		\$12,786	
	\$11,827		\$12,466		\$13,105	
NOONTIME SUPERVISORS/MONITORS			185 DAYS - 2 HRS.			
	\$3,464	\$9.43	\$3,644	\$9.92	\$3,840	\$10.46
	\$3,560	\$9.69	\$3,740	\$10.18	\$3,924	\$10.69
SPECIAL NEEDS ATTENDENTS			188 DAYS - 5 HRS.			
	\$11,507		\$12,146		\$12,786	
	\$11,827		\$12,466		\$13,105	
TUTORS & HOURLY INSTRUCTIONAL PERSONNEL						
	\$18.43					
HOURLY NURSES			185 DAYS - 3.5 HRS.			
	\$9,874	\$15.25				
			185 DAYS - 5 HRS.			
	\$14,106	\$15.25				
			185 DAYS - 6 HRS.			
	\$16,928	\$15.25				
ATHLETIC OFFICE TICKET MGR. DIFFERENTIAL						
	\$4,178					

**ATTACHMENT B – CUSTODIAL**

2011 - 2014

	STEP 1 STEP 2	STEP 3 STEP 4	STEP 5 STEP 6	STEP 7 STEP 8	STEP 9 STEP 10
H.S. HEAD CUSTODIAN		261 DAYS - 8 HRS.			
	\$35,480	\$36,759	\$38,038	\$39,316	\$40,595
	\$36,120	\$37,398	\$38,677	\$39,956	\$41,234
CENTER HEAD CUSTODIAN		261 DAYS - 8 HRS.			
	\$35,161	\$36,439	\$37,718	\$38,997	\$40,275
	\$35,800	\$37,079	\$38,357	\$39,636	\$40,914
H.S. 1ST ASSISTANT		261 DAYS - 8 HRS.			
	\$34,841	\$36,120	\$37,398	\$38,677	\$39,956
	\$35,480	\$36,759	\$38,038	\$39,316	\$40,595
MAINTENANCE/STOREROOM		261 DAYS - 8 HRS.			
	\$34,841	\$36,120	\$37,398	\$38,677	\$39,956
	\$35,480	\$36,759	\$38,038	\$39,316	\$40,595
GLENWOOD HEAD CUSTODIAN		261 DAYS - 8 HRS.			
	\$34,841	\$36,120	\$37,398	\$38,677	\$39,956
	\$35,480	\$36,759	\$38,038	\$39,316	\$40,595
ELEMENTARY HEAD CUSTODIAN		261 DAYS - 8 HRS.			
	\$33,243	\$34,522	\$35,800	\$37,079	\$38,357
	\$33,882	\$35,161	\$36,439	\$37,718	\$38,997
HS. NIGHT OPERATIONS		261 DAYS - 8 HRS.			
	\$31,645	\$32,923	\$34,202	\$35,480	\$36,759
	\$32,284	\$33,563	\$34,841	\$36,120	\$37,398
H.S. MID & M.S. NIGHT		261 DAYS - 8 HRS.			
	\$31,005	\$32,284	\$33,563	\$34,841	\$36,120
	\$31,645	\$32,923	\$34,202	\$35,480	\$36,759
NIGHT CUSTODIAN		261 DAYS - 8 HRS.			
	\$30,047	\$31,325	\$32,604	\$33,882	\$35,161
	\$30,686	\$31,964	\$33,243	\$34,522	\$35,800
H.S. CLEANING		261 DAYS - 7 HRS.			
	\$20,138	\$21,416	\$22,695	\$23,973	\$25,252
	\$20,777	\$22,055	\$23,334	\$24,613	\$25,891

M.S. & ELEMENTARY CLEANING	261 DAYS - 5/7.5 HRS.				
	\$16,110	\$17,133	\$18,156	\$19,179	\$20,202
	\$16,621	\$17,644	\$18,667	\$19,690	\$20,713
MAINTENANCE HELPER	261 DAYS - 8 HRS.				
	\$20,138	\$21,416	\$22,695	\$23,973	\$25,252
	\$20,777	\$22,055	\$23,334	\$24,613	\$25,891
Additional \$450.00 for Boiler License					

**ATTACHMENT C – CAFETERIA**

2011 - 2014

	STEP 1 STEP 2	STEP 3 STEP 4	STEP 5 STEP 6	STEP 7 STEP 8	STEP 9 STEP 10
<b>BREAKFAST SERVERS</b>		185 DAYS - 1 HR.			
	\$1,663	\$1,706	\$1,748	\$1,792	\$1,835
	\$1,684	\$1,727	\$1,771	\$1,813	\$1,856
<b>SERVERS</b>		185 DAYS - 2 HRS.			
	\$3,325	\$3,411	\$3,497	\$3,584	\$3,670
	\$3,368	\$3,454	\$3,540	\$3,627	\$3,713
<b>SERVERS</b>		185 DAYS - 2.5 HRS.			
	\$4,156	\$4,263	\$4,371	\$4,479	\$4,587
	\$4,210	\$4,317	\$4,425	\$4,534	\$4,641
<b>CAFETERIA MANAGER</b>		189 DAYS - 7 HRS.			
	\$18,220	\$18,859	\$19,498	\$20,138	\$20,777
	\$18,539	\$19,179	\$19,818	\$20,457	\$21,097
<b>H.S. CAFETERIA MANAGER</b>		189 DAYS - 7 HRS.			
	\$19,818	\$20,457	\$21,097	\$21,736	\$22,375
	\$20,138	\$20,777	\$21,416	\$22,055	\$22,695
<b>COOK</b>		189 DAYS - 6.5 HRS.			
	\$15,663	\$16,302	\$16,941	\$17,580	\$18,220
	\$15,982	\$16,621	\$17,261	\$17,900	\$18,539
<b>HELPER</b>		189 DAYS - 6.5 HRS.			
	\$15,023	\$15,663	\$16,302	\$16,941	\$17,580
	\$15,343	\$15,982	\$16,621	\$17,261	\$17,900
<b>IN CHARGE SATELLITE SERVER</b>		185 DAYS - 3.75 HRS.			
	\$7,470	\$7,632	\$7,794	\$7,955	\$8,117
	\$7,551	\$7,713	\$7,874	\$8,036	\$8,198
<b>SERVICING AFTER SCHOOL PROGRAM</b>	\$160				
<b>FOR EACH ADDITIONAL LUNCH PROGRAM SERVED</b>	\$320				
<b>FOR EACH BREAKFAST PROGRAM SERVED</b>	\$320				

**ATTACHMENT D – TRANSPORTATION**

2011 - 2014

	STEP 1	STEP 3	STEP 5	STEP 7	STEP 9
	STEP 2	STEP 4	STEP 6	STEP 8	STEP 10
MECHANIC		261 DAYS - 8 HRS.			
	\$34,841	\$36,120	\$37,398	\$38,677	\$39,956
	\$35,480	\$36,759	\$38,038	\$39,316	\$40,595
BUS DRIVERS		187 DAYS - 4 HRS.			
	\$11,507	\$12,786	\$14,064	\$15,343	
	\$12,146	\$13,425	\$14,704	\$15,982	
BUS AIDE		187 DAYS - 4 HRS.			
	\$6,713	\$7,352	\$7,991	\$8,630	
	\$7,032	\$7,671	\$8,311	\$8,950	
KINDERGARTEN RUN		187 DAYS - 1 HR.			
	\$4,091				
KINDERGARTEN RUN		187 DAYS - 1.25 HRS.			
	\$5,114				
KINDERGARTEN RUN		187 DAYS - 1.5 HRS.			
	\$6,137				
CROSSING GUARD		187 DAYS - 3 HRS.			
	\$3,676				
HOURLY ON BOARD INSTRUCTORS					
	\$21.53				

\*Any bus driver who drives a van will receive bus driver wages

**ATTACHMENT E - SIGNOFF**

This Agreement shall remain in Force and Effect from June 30, 2011 to June 29, 2014.

The Parties to this Contract signed as witnessed below.

FOR THE BOARD OF EDUCATION OF THE BOARDMAN LOCAL SCHOOLS

<u><i>Samuel Boudine</i></u> President of Board	<u>7/25/11</u> Date
<u><i>James R Massey</i></u> Chief Negotiator	<u>7/25/11</u> Date
<u><i>D. R. Samitt</i></u> Negotiator	<u>7/25/11</u> Date

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

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

<u><i>Robert M. Meard</i></u> OAPSE President/ Chief Negotiator	<u>8-10-2011</u> Date
<u><i>Bill Radisak</i></u> Negotiator	<u>8-11-2011</u> Date
<u><i>Jim O'Neil</i></u> Negotiator	<u>8-5-11</u> Date

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Date

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