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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

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

JUNE 30, 2011 - JUNE 30, 2014

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ARTICLE I - RECOGNITION

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

- Transportation Personnel
- Cafeteria Personnel
- Custodial
- Maintenance Personnel
- Printer Personnel
- Secretarial/Clerical Personnel
- Computer Technologist Assistant Personnel
- Educational Assistant Personnel
- Monitor Personnel

Exclusions to the bargaining unit shall be:

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

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

ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS

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

date will be set within twenty-one (21) days of the initial request unless both parties agree otherwise.

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

In the first meeting, the party requesting negotiations shall submit in writing its proposals and thereafter additional items shall not be submitted by such party unless the other party consents thereto.

At the second meeting, the party who did not initiate negotiations may submit any proposals, items, and/or articles to be discussed in addition to those items, articles and/or proposals submitted by the party initiating the negotiations. The parties will limit the negotiations to the items, issues and/or proposals exchanged at the initial two meetings unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

- C. Negotiations Held in Non-Public Sessions - Negotiations shall be held exclusively between the Board and the Union. The parties agree negotiations will be held in non-public sessions.
- D. Negotiating Teams - The Board and the Union shall each be represented at all negotiations sessions by a team of their respective choice. Representation at bargaining meetings shall not exceed five (5) representatives of the Board and five (5) representatives of BASE.
- E. Negotiation Meetings - The Superintendent or his designated representatives shall meet at reasonable times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. Meetings shall be called upon the written request of any one of the parties which shall contain the reasons for the request. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal or require the making of a concession. All meetings shall be non-public sessions. Should such meetings fall within a team member's work shift, such member(s) shall be excused from duty without loss of pay. Negotiation meetings shall last for three (3) hours unless otherwise mutually agreed. At each meeting the parties shall determine the next meeting date, time and a list of issues or proposals for an agenda.
- F. Caucus - Either party may recess for caucuses at any time. The parties agree that caucuses shall be no longer than fifteen (15) minutes, unless extended by mutual agreement.
- G. Exchange of information - The Board and the Superintendent agree to furnish the Union, upon reasonable request, all public information concerning financial

resources of the District. Nothing herein shall require the Board and the Superintendent to create information not already in existence.

- H. Press Release and/or Progress Reports - No press releases shall be issued during negotiations unless mutually agreed upon by both parties, or should the parties reach impasse.
- I. Item Agreement - As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiators of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the Union and adoption by the Board.
- J. Agreement - When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Union for ratification. The parties shall recommend the entire tentative agreement to their respective constituents for approval.

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

K. Disagreement

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either party shall have the option of declaring impasse.
2. If impasse is declared, it is with the understanding that the impasse procedure is declared on all issues where agreement has not been reached.
3. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
4. The assigned mediator has the authority to recommend but not to bind either party to any agreement.
5. The Board acknowledges that the Union retains the right to strike under Section 4117.14 (D) (2) of the Ohio Revised Code and nothing herein shall be construed to limit the Union's right to strike.
6. Under no circumstances shall the District, its officials, or its supervisors threaten, or directly or indirectly cause, instigate, support, encourage or condone a "lock out" of bargaining unit employees.

L. Waiver of Negotiations During Term of Agreement

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

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

ARTICLE III - WORKING CONDITIONS

A. Working Conditions

1. Cafeteria Personnel

- a. Cafeteria employees are hired to work in the lunch program of the Brookfield Local School District in accordance with the directions of their supervisor under the rules and regulations of the State of Ohio.
- b. Cafeteria employees can be hired on either a part-time basis or a full-time basis.
- c. Cafeteria employees shall be paid for 181 days, plus paid holidays for employees working less than ten (10) months.
- d. The length of the workday shall consist of:

Cook	6-3/4 hours/day	As scheduled (presently 7:30 a.m.-2:15 p.m.) including 1/2 hour uninterrupted paid lunch period
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Cook, Part-time (1)	4 hours/day	As scheduled
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Cook's Helper	4 hours/day	As scheduled
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Cashier	4 hours/day	As scheduled
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- e. Cooks shall rotate responsibilities, with schedule to be devised by the cafeteria supervisor after discussion with the most senior full-time cook. (Weekly - monthly rotation basis).
- f. Absent regular employees will be replaced with a substitute, providing a substitute is available.
- g. Whenever an employee is required to work in a position which is above his/her present position, he or she will be paid the rate of the higher position (individual's step on salary schedule) according to his or her years of seniority.
- h. When it is determined that the kitchen in a cafeteria needs to be used for food preparation for a banquet or dinner, a cafeteria worker is required to be present. There shall be a cafeteria worker assigned, starting with the most senior cafeteria worker, on a rotating basis. Food preparation for a banquet or a dinner does not include warming food in the ovens when it has been brought in nor serving of food that has been prepared and brought in from outside the kitchen nor other types of activities that do not include the actual preparation of food in the kitchen.
- i. In the event that cafeteria equipment is in need of repair and/or maintenance, cafeteria personnel shall fill out an appropriate work order form and provide it immediately to the cafeteria supervisor.
- j. When a newly created or existing cafeteria position is posted, current cafeteria employees shall have the opportunity to bid on such position first, cashiers who are paid through the cafeteria for lunch time services second, and all other bargaining unit members next.

A. Working Conditions

2. Secretarial/Clerical Personnel

a. Working Hours

1. Working Hours.

Eight (8) consecutive hours per day during the school year, which includes one-half hour uninterrupted paid lunch. Six (6) consecutive hours per day during the summer months, which includes one-half hour uninterrupted paid lunch, except that secretarial/clerical personnel may be requested to work eight (8) consecutive hours upon reasonable notice including one-half hour uninterrupted paid lunch.

The secretarial/clerical personnel schedule will be as follows:

Elementary - 7:45 a.m. to 3:45 p.m.

Secondary - 7:30 a.m. to 3:30 p.m.

Summer Hours for
(Elementary and
Secondary) 8:00 a.m. to 2:00 p.m.

Central Office - The Superintendent shall have the right to set the starting and ending time for this office.

Any circumstances which would require a change in the established schedules for the elementary or secondary building shall be subject to the meet and discuss procedure.

Secretarial/clerical employees shall not be required to open buildings each morning.

2. The work year shall be as follows:

12-month clerical
(Central Office Personnel) school calendar eight (8) hour days plus summer calendar six (6) hour days, plus negotiated holidays

11-1/2 month clerical
(Secondary) school calendar eight (8) hour days plus summer calendar six (6) hour days exclusive of ten (10) unpaid work days in July, plus negotiated holidays.

10-1/2 month clerical
(Elementary) 183 eight (8) hour days plus twenty (20) summer calendar six (6) hour days, plus negotiated holidays.

Clerk-Typist EMIS - 181 school calendar Seven (7) hour days plus ten (10) summer (6) calendar six hour days, plus negotiated holidays.

b. Secretarial/Clerical workers who are required to work overtime will be paid at one and one-half (1-1/2) times their regular rate of pay.

- c. Secretarial/Clerical personnel are not required to contact substitutes during times other than normal work hours.
- d. Absent regular employees will be replaced with a substitute, providing a substitute is available.
- e. Whenever an employee is required to work in a position which is above his/her present position he/she will be paid the rate of the higher position (individual's step on salary schedule) according to his/her years of seniority.
- f. In the event of a change in the Kindergarten status, the board and BASE will "meet and discuss" the change.

"Meet and discuss" shall be defined as an opportunity for the parties to this Agreement to engage in a dialogue regarding a wide range of questions or concerns that might arise during the term of this Agreement in a Labor-Management forum.

- g. Regular employees qualifying for secretarial/clerical open positions shall be required to pass a test. Employees required to take and pass tests for secretarial positions shall not be required to retest more often than once each year.
- h. The secretarial/clerical staff shall not be required to call substitutes during non-work hours. Secretarial/clerical may be asked to call substitutes during work hours in an emergency.
- i. Secretarial/clerical personnel shall be required to check in deliveries. However, in the month of August, secretaries/clerical personnel shall not be required to carry or lift large or heavy deliveries.
- j. In the summer months, when the principal and custodian (or his/her substitute) are not in the building, the secretarial/clerical employees shall be permitted to lock the outer doors and close the building to the public.

A. Working Conditions

3. Custodial and Maintenance Personnel

- a. The length of the work day for custodial and maintenance personnel shall consist of eight (8) hours including one-half (1/2) hour uninterrupted paid lunch period except for one (1) custodial position at Brookfield Elementary whose length of the work day shall be five and three-quarter (5-3/4) hours. The employee's work day of eight (8) consecutive hours or five and three quarter (5-3/4) hours shall fall

within the time frame as follows:

Secondary

Day turn	6:30 a.m. -	2:30 p.m.
Afternoon turn	2:30 p.m. -	10:30 p.m.

Elementary

Day turn	7:00 a.m. -	3:00 p.m.
Afternoon turn	3:00 p.m. -	11:00 p.m.

Brookfield Elementary 5-3/4 Hour Position

Afternoon turn	3:30 p.m. -	9:15 p.m.
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Any circumstances which would require a change in the established schedule for the various buildings shall be subject to the meet and discuss procedure.

- b. Custodians will not be expected to act as chaperones created by activities. If the activities cause custodians to have to redo previously completed work, the custodian shall prioritize how the assigned work and the additional work shall be completed and unless otherwise directed to prioritize differently by the supervisor, shall not be subject to discipline or adverse evaluation for their decision on prioritization.
- c. Absent regular employees will be replaced with a substitute, providing a substitute is available.
- d. Whenever an employee is required to work in a position which is above his/her present position he or she will be paid the rate of the higher position (individual's step on salary schedule) according to his/her years of seniority.
- e. The Board shall pay a maintenance person for building inspections made on Saturdays, Sundays and classified paid holidays. The Board shall pay \$30.00 per day for the life of this Agreement. The inspections shall be made according to a reasonable time schedule and a checklist developed by the maintenance supervisor and building principal in each respective building. The checklist shall be turned in to the maintenance supervisor weekly.
- f. Whenever there is a function in any Board owned or rented facility, there shall be a custodian on duty.

For the Optimist Club/Carl Hoffman League Basketball program only, the Association shall waive the above provision under the following conditions:

1. The Optimist Club/Carl Hoffman League shall be responsible for the clean up following the use of the gym area and follow the rules and regulations established by the Board of Education.
 2. The custodian at Addison Elementary School shall not be held responsible for the area following its use by the Optimist Club/Carl Hoffman League.
 3. Should the Optimist Club/Carl Hoffman League not perform its responsibilities or follow the rules and regulations as established by the Board, Section (f) of the Agreement shall be returned in full force and effect.
 4. The Association shall provide to the Superintendent a list of suggested rules and regulations relating to the Optimist Club/Carl Hoffman League for his/her consideration. In addition, the Association shall advise the Superintendent in writing of any violations of the rules and regulations which are established by the Board of Education pursuant to (f) (3) outlined above.
- g. The Board will make a reasonable effort to have contractors leave their work site in the same manner and state of cleanliness in which it was found. However, in the event that custodians are responsible to clean up a contractor's work area which requires the custodians' hours to exceed eight (8) hours per day, the custodians shall be paid at the rate of time and one-half for all hours worked over eight (8).
 - h. It is the responsibility of custodial personnel to constantly update their inventory. In the event that cleaning products are needed to enable employees to do their jobs, custodial personnel are to fill out requisition forms in triplicate, a copy to be provided to the Central Office for review.

A. Working Conditions

4. Transportation Personnel

- a. School bus drivers shall be employed to drive in accordance with the directions of the Transportation Supervisor of the School District, the rules and regulations of the State of Ohio, Board Policies and federal regulations regarding CDL's.
- b. Athletic, Field and Extra-Curricular Trips
 1. All field trips or extra trips to be assigned on a rotation basis,

according to seniority. (These trips to be defined as any trips over and above the regularly scheduled runs).

- (a) Drivers shall have the option to take extra-curricular field trips or drive their regular route. Should the driver take the trip, the driver shall be docked for that portion of their regular route they did not drive.
 - (b) Extra-Curricular/Field Trip. During the life of this Agreement, drivers shall be paid \$10.00 per hour for all hours of the extra-curricular field trip. Drivers electing to accept an extra-curricular field trip shall be paid a minimum of two (2) hours for each trip.
2. Trips shall be for a continuous time period from storage to return to storage regardless of the number of hours of the entire trip.
3. The Transportation Coordinator shall post and maintain an up-to-date seniority roster and an athletic, field and extra-curricular trip roster. The coordinator shall be a bus driver and shall have two (2) additional hours per week to schedule trips and maintain the roster.
4. Each trip ticket shall include the name, where the trip originates and trip destination. A map of the route from Brookfield to the trip destination shall be included with trip ticket detailing the route, destination and parking to be used. The map is to be provided by the person/group requesting the trip. It is the responsibility of the driver to inform the Transportation Coordinator within twenty-four (24) hours of the trip in the event a map has not been provided by the person/group requesting the field trip. The Transportation Coordinator will make reasonable efforts to obtain the map from the person/group requesting the field trip.
5. Drivers on trips shall be permitted to take the bus to the nearest restaurant when a trip occurs during the normal lunch and/or dinner hours of the driver. After lunch and/or dinner, the driver is to return to the athletic event site, field and extra-curricular trip sites.
6. All drivers shall be responsible for refueling of the bus used for extra-curricular, field or athletic trips upon their return. If the building is locked, the same driver(s) will refuel the next morning if scheduled to work. In the event that the driver is

not scheduled to work the following day, the bus driver who is assigned to the bus used for the extracurricular, field or athletic trip shall refuel the bus.

- c. Procedures for bus transportation discipline problems shall be established. Transportation Supervisor, Superintendent and bus driver representative shall comprise the members of a committee to work out definite procedures for Administration, drivers and students.
- d. Bus routes shall be assigned by the Supervisor. Written input by the drivers pertaining to bus runs will be given consideration by the Supervisor. Employee status forms will be given to all drivers in April stating their future and/or status change.

Bus vacancies made available during the school year shall be bid upon according to the bid procedure in the Agreement. Drivers are not eligible to bid on a bus vacancy if they have had any successful bid on a bus vacancy during the school year.

- e. Prior to the opening of school, the Board shall provide, to each driver, a list of the names and addresses of all students assigned to each particular bus. Only those students assigned to that particular bus shall be permitted to be transported, unless a pass is issued by the Principal or other person in authority. Following the receipt of the list of students from the Board, the driver shall have two (2) weeks in which to submit the seating chart to the Transportation Supervisor. Drivers shall receive an additional four (4) hours at their regular rate of pay for doing necessary paper work (i.e., seating charts, rosters, maps, etc.) once during each school year.
- f. Check-in and Out

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

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

- i. In the event a bus driver resigns for any reason, re-employment at a later date automatically places him/her at the bottom of the seniority roster.
- j. A driver's work day is based on a minimum four (4) hour work schedule with the exception of the Van drivers.

Work schedule:

Regular Driver	4 hours/day student days plus two (2) in-service days, plus negotiated holidays
Van Driver	3-1/4 hours/day student days plus negotiated holidays

The two (2) in-service days are scheduled for orientation - seating charts/rosters - safety meetings.

k. Payment for Bus Breakdowns

Board will compensate at the bus driver's regular hourly rate for time spent over and beyond the four (4) hour bus route due to mechanical breakdown which is not driver's error. Determination as to cause of breakdown will be made by the Transportation Supervisor and approved by the Superintendent.

Compensation will be:

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

- l. Regular drivers will be given first option on replacing absent kindergarten drivers. Regular drivers who replace kindergarten drivers who are absent shall be paid their regular rate of pay.
- m. Regular drivers shall be called to replace the Food Van Driver when absent and be paid at the Food Van Drivers rate of pay.
- n. Drivers Licenses and Drivers Abstracts shall be paid by the Driver.
- o. Annual physical exams, hearing tests, mandatory drug testing, T.B. tests and chest x-rays shall be paid by the Board.

- p. If the Board of Education requests a criminal record check for any regular bus driver, which requires a complete set of the employee's fingerprints, the Board shall pay the cost of fingerprinting and the processing fee to the Ohio Bureau of Criminal Investigating.
- q. When a driver is required by his or her immediate supervisor to attend a mandated meeting, the driver will be compensated at the regular rate of pay for the actual length of the meeting if the meeting is contiguous to the driver's scheduled work hours; or, if the meeting is not contiguous to the driver's scheduled work hours, the driver will be compensated at the regular rate of pay for at least one hour clock time or the actual length of the meeting (whichever is greater).
- r. All driver retraining required by the Board shall be paid by the Board.
- s. Bus drivers will not be required to drive unsafe vehicles or in unsafe conditions. Unsafe shall be determined by the Transportation Supervisor and/or his/her designee with input from the driver. If disagreement over the safety of a bus exists, either party to the disagreement may contact the Ohio State Highway Patrol to make a determination.
- t. When routes are combined, an effort shall be made to equalize the routes.
- u. A bus driver required to take a drug test shall be paid one (1) hour at their regular rate for any such required test and shall be reimbursed mileage.
- v. The Board may select the option of transporting students with charter buses for a special event or extra trip when Board funds are not used or when buses or bus drivers are not available.
- w. In the event that a driver returns from an extra trip and no phone in the building is available for use, in cases of emergencies, the driver shall be permitted to drive their bus to the nearest public phone.
- x. The bus drivers will be provided with the telephone or pager number of their supervisor.

A. Working Conditions

5. Educational Assistants

- a. All assistant positions will be for 5 hours 55 minutes per day except when a student IEP requires more time. Such hours will be

consecutive. Only Educational Assistants working six (6) hours or more per day will receive a one-half (1/2) hour uninterrupted paid lunch period. The educational assistant work year shall be as follows:

1. All Educational Assistants who worked 183 days during the 1994-95 school year will continue to work 183 days for the life of this contract.
 2. All Educational Assistants who worked 181 days during the 1994-95 school year will continue to work 181 days for the life of this contract.
 3. All Educational Assistants hired after July 1, 1995 will work 178 days plus one in-service day.
- b. Absent regular employees will be replaced with a substitute, providing a substitute is available.
- c. Whenever an employee is required to work a position which is above his/her present position he/she will be paid the rate of the higher position (individual's step on the salary schedule) according to his/her years of seniority.
- d. All Educational Assistants (hereinafter paraprofessionals) hired on or before July 1, 2003 and required by the "No Child Left Behind Act" of 2001, 20 USC 6301 et seq., to meet the requirements of 20 USC 6319 (c) by January 8, 2006 shall:
1. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
 2. Be allowed to elect which of the four options below he/she will elect in order to satisfy requirements of 20 USC 6319 (c):
 - a) Completions of at least 2 years of study at an institution of higher education; or
 - b) Obtain an associate's (or higher) degree; or
 - c) As defined by the Ohio Department of Education, meet a rigorous standard of quality and demonstrate, through a formal State academic assessment
 - i. knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or

- ii. knowledge of, and the ability to assist in instructing, reading readiness, as appropriate, or
 - d) As defined by the mutual agreement of BASE and the Board, meet a rigorous standard of quality and demonstrate, through a formal academic assessment
 - i. knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
 - ii. knowledge of, and the ability to assist in instructing, reading readiness, as appropriate.
- 3. If a paraprofessional has been determined by another school district or by the Ohio Department of Education as meeting the requirements of 20 USC 6319 (c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319 (c).
- e. All paraprofessionals employed by the district on or after July 1, 2003 shall, upon employment by the district, meet the "highly qualified" paraprofessional designation as outlined in the No Child Left Behind Act of 2001. Paraprofessionals may meet this designation by satisfying one of the following criteria:
 - 1. completing 2 years of study at an institution of higher learning.
 - 2. obtaining an Associate Degree or higher from an institution of higher learning.
 - 3. demonstrating through formal state/local academic assessment knowledge of and ability to assist in the instruction and/or readiness preparation for reading, writing and math. This could be satisfied by achieving a passing score on the Parapro assessment.
- f. The Board shall pay all expenses incurred after July 1, 2003 for each employee required to meet the requirements of 20 USC 6319 (c), including all tuition costs (including tuition, fees, book costs, lab fees, etc.) for all classes and/or coursework taken by the employee. Reimbursement will be made within four (4) weeks after the employee submits proof of satisfactory completion of the course(s) and a receipt for the costs.
- g. Paraprofessionals hired on or before July 1, 2003 and required by the ESEA of 2001 to meet the requirements of 20 USC 6319 (c) shall be provided professional development training by January 1, 2003

regarding the ESEA of 2001 and the requirements of 20 USC 6319 (c). For those paraprofessionals electing to meet the requirements of 20 USC 6319 (c) by a formal academic assessment, training shall be provided to assist in the satisfactory completion of the assessment. All training shall be during work hours and paid at the bargaining unit member's regular hourly rate.

- h. An employee subject to the requirements of 20 USC 6319 (c) who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided he/she does not otherwise apply for and received a vacancy and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.

A. Working Conditions

6. Printer

- a. The length of the work day shall be five (5) hours per day. The work year shall be 183 days plus negotiated holidays.
- b. Absent regular employees will be replaced with a substitute, providing a substitute is available.

B. Early Dismissal Days

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

C. Securing a Substitute

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

A. Working Conditions

7. Monitor

- a. The length of the work day shall be determined by the number of hours required by the position(s). Such hours will be consecutive. Only Monitors working six (6) hours or more per day will receive a one-half (1/2) hour uninterrupted paid lunch period. The Monitor work year will be 178 days plus one in-service day.

- b. Absent regular employees will be replaced with a substitute, providing a substitute is available.
- c. Whenever an employee is required to work a position which is above his/her present position s/he will be paid the rate of the higher position (individual's step on the salary schedule) according to his/her years of seniority.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance Procedure

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

2. Grievance Defined

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

- a. Individual employee contracts.
- b. Terms and conditions of employment.

3. Party or Parties in Interest

- a. The lodging of a grievance shall be the exclusive right of the individual, any group of individuals with the same grievance.
- b. The Union shall have the right to file a notice of contract violation in any case where they believe such violation has occurred and the potential grievant fails to file a grievance.

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

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

5. Direct Appeal to Step Three

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

6. Grievant's Representative

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

7. Waiver of Procedure

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

8. Non-Discrimination

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

B. Grievance Procedure

Step One

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

Step Two

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

request a hearing before his/her immediate supervisor. Such hearing shall be conducted within five (5) working days from the receipt of such request. The grievant shall have the right to be represented at such hearing by a representative of the Union.

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

Step Three

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

The Superintendent shall take action on the appeal of the grievance within five (5) working days from the receipt of the appeal, or, if a hearing is requested, within five (5) working days of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be sent to the grievant or the president of the union.

Step Four

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

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

Step Five

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

decision. The arbitrator shall be chosen from not more than two (2) lists of seven (7) names furnished by the Federal Mediation and Conciliation Service. All other procedures relative to the hearing with the arbitrator shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the Arbitrator. A copy of the decision shall be sent to the grievant, the Union and the Superintendent.

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

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

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

C. Other Procedural Matters

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

ARTICLE V - LEAVES

A. Sick Leave

1. Accumulation of Sick Leave

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

2. Procedure

All employees may use sick leave for absence due to illness, injury, exposure to contagious disease and illness or death in the employee's immediate family.

3. Immediate Family is defined as:

parent, sister, brother, spouse, children, step-children, step-parents, wards, foster children, mother-in-law, father-in-law, grandparents, grandchildren, or a person living in the same household.

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

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

6. Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year to be charged against sick leave he/she subsequently earns. Should an employee exhaust his/her sick leave, such employee is entitled to request a leave without pay for a period of not more than two (2) years.

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

Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board in any way limited from taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

Falsification of sick leave is grounds for termination.

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

8. Holidays

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

B. Personal Leave

1. Classified employees shall be granted three (3) personal leave days per year with full pay. Unused personal leave days shall be converted to sick leave annually in July.

Personal leave days shall be requested and approved twenty four (24) hours in advance unless an emergency exists.

2. Purposes and Procedures

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

a. Emergencies

- (1) Accidents in the family, or involving family property.
- (2) Court appearances as litigant or witness.
- (3) Road conditions making it impossible to report to work.
- (4) Other comparable reasons.

b. Obligations

- (1) Observance of religious holidays where total abstinence from work is required.
- (2) Attendance at graduation exercises for the employee, spouse or child.

- (3) Personal business that cannot be handled at some other time.
- (4) Other comparable reasons.

C. Attendance Incentive

Bargaining unit members who do not use sick days and personal leave days shall receive an attendance incentive pay as follows:

<u>School Calendar Days</u>	<u>Payment for No Leave Days Taken</u>
1st grading period	\$55.00
2nd grading period	\$55.00
3rd grading period	\$55.00
4th grading period	\$55.00

Bargaining unit members who have taken no leave days for the entire school calendar days shall receive an additional \$65.00. All payments shall be made by separate check by the last pay in June. Twelve-month bargaining unit members who do not use leave days during the summer months shall receive an additional \$65.00 by the first pay in September. Summer months shall consist of continuous work days following last school day to the next preceding school year.

D. Jury Duty

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

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

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

E. Military Duty Leave

Whenever an employee is required to attend a reserve military training camp, he/she will be granted a leave of absence. The employee will not be required to use his/her vacation time. This shall not cause a break in seniority. The Board shall pay the amount required under state law.

F. Workers' Compensation

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio - in case of injury or death incurred in the course of or

arising out of their employment. The Board shall provide Workers' Compensation medical forms (C-71) and (C-72) to be signed by a licensed physician indicating the nature of the injury and/or length of the disability.

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

G. Reporting of Work-Related Injury

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

H. Family Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law (FMLA) and its implementing regulations. The FMLA provides to eligible employees up to 12 weeks of unpaid leave with Board paid benefits at the same level, in any 12 month period for the following qualifying reasons: (1) the birth of a child and/or care of a newborn child within 12 months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within 12 months of his/her arrival; (3) the employee is needed to care for his/her spouse, child, or parent with a serious health condition; and (4) the employee's own serious health condition prevents him/her from performing the functions of his/her job.

For purposes of this section, "12 month period" is defined as "the 12 month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee).

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

FMLA shall run concurrently with other applicable leaves.

I. Unpaid Leaves of Absence (other than FMLA)

1. Upon written request, the Board may grant an unpaid leave of absence for a period of not more than two (2) years for educational reasons, professional reasons, or other purposes. The Board shall grant an unpaid leave of absence, for up to two (2) years when illness, dependent care, or disability is the reason.
2. Employees shall not accrue seniority while on unpaid leave of absence and shall return to the same contract status upon return from leave.
3. Leave requests must be made to the Superintendent in writing at least thirty (30) days in advance. However, in cases of emergency the thirty (30) day prior notification may be waived, but the employee must request such leave in a reasonable period of time based upon the circumstances.

4. Fringe Benefits

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

5. Reinstatement

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

ARTICLE VI – INSURANCE

- A. 1. Effective July 1, 2007 through December 31, 2007, group benefits will be provided by the Board for all eligible bargaining unit members through the Trumbull County Insurance Consortium's "One Plan" currently in effect.

Effective January 1, 2008 and for the life of this Agreement, group benefits for all eligible bargaining unit members will be provided through the Trumbull County Insurance Consortium and shall be consistent with the requirements of the Consortium's revised "One Plan" currently being offered and administered through Medical Mutual of Ohio. All eligible bargaining unit members who participate in the group benefit plan shall be required to share five percent (5%) of the premium cost for single or family coverage or such greater amount as required by the plan. The level of insurance benefits and coverage of services shall be equal to or better than the level in effect

beginning with the 2007-2008 contract year for the life of this Agreement.

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

Eligible Classified employees
(Individual and family)

Employees working thirty (30) or more hours per week 100%
Employees working twenty (20) to thirty (30) hours per week . . . 60%

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

B. Prescription Drug Insurance (As per the revised "One Plan")

C. Dental Insurance

Employees hired prior to 7/1/95

The Board will provide Dental Coverage with twenty-five dollars (\$25.00) deductible for single coverage and seventy-five dollars (\$75.00) deductible for family coverage and with a one thousand two hundred fifty dollars (\$1,250) limit on orthodontia. Employees working thirty (30) hours or more per week shall receive 100% Board paid coverage. Employees working twenty (20) to thirty (30) hours per week shall receive 60% Board paid coverage.

D. Term Life Insurance

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

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

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

E. Where both husband and wife are employed by the Board, a family plan will be offered to one employee.

F. A unit member who at the time of execution of this agreement is receiving his/her individual coverage for hospitalization insurance from the board and during the term of this agreement has a spouse enrolled in another family group hospitalization program shall be entitled to elect in writing at the designated time to opt out or waive his/her individual coverage for hospitalization insurance. Upon doing so, that member shall be paid the maximum amount available through the revised "One Plan". In the event of a change in the need for insurance, the member may reinstate coverage on the first day of any month provided he/she has filed the

appropriate application forms with the district treasurer as required by the insurance company in effect at the time and that the change qualifies as a change in family status as defined in the plan. Upon reinstatement of coverage, the member shall repay a pro-rata share of the opt out money received for that year. A unit member who takes the opt out provision is reminded that there is a possibility that upon returning to insured status under one of these plans, the insurance company could deny certain coverage due to pre-existing ailment or other condition.

* once a year during the designated open enrollment period.

ARTICLE VII - UNION DUES/FEE DEDUCTIONS

- A. The Union and the Board agree that each and every classified full time and short-hour employee in the recognized bargaining unit should contribute equally toward the cost of administering this Master Agreement by the Union and for representation of the classified employees in the described bargaining unit by the Union.

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

- B. All classified employees whether they are employed by the Board as regular full-time or regular short-hour employees and who are eligible to hold membership in the Union shall become either:

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

1. A member of the Union and execute an authorization for dues deductions on a form provided by OEA.
2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership, a service fee in the amount set forth in written notification by the Union Treasurer, such notice to be provided not later than September 5 of each year.
3. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OEA Treasurer. Such employee shall furnish to the OEA Treasurer written receipts evidencing payment to such agreed upon non-

religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of Union dues under the agreement.

4. In no case shall the monthly service fee be in excess of its regular OEA membership dues.
- C. All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Union Treasurer.
- D. Such deductions shall be made in twenty six (26) equal installments beginning with the first pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee.
- E. The Board Treasurer shall forward to the Union Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. This shall be done within ten (10) days following each deduction. Local dues shall be made in one deduction from the last pay in September and sent to the Local Union Treasurer within ten (10) days following deductions.
- F. The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Brookfield Local Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of any appointments of legal counsel for defense and indemnification purposes.

ARTICLE VIII - JOB POSTING AND BID PROCEDURE

A. New Positions

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

B. Bid Procedure

When the Board determines there is a vacancy due to retirement, resignation,

promotion, transfer, termination or creation of a new position or one position created from an existing position or job, it will be posted.

C. Posting Bids

All buildings owned, rented or operated by the Board and staffed by school employees, will be posted with a "Bid Notice Procedure" in an open area accessible to all employees covered in the bargaining unit. Posting shall occur within ten (10) working days of the vacancy. During the summer months non-working employees shall be sent Bid Notices by mail.

1. All bids shall be posted for a minimum of five (5) work days. Employees desiring the position shall submit their bid to the administrator announcing the bid within the five (5) posting days.
2. All newly created classified positions or existing positions, posted, shall state:
 - a. Salary scale
 - b. Hours worked per day
 - c. Increment steps
 - d. Job description
 - e. Number of months in contract
 - f. Location
 - g. minimum qualifications

D. Filling of Vacancies and New Positions

1. All classified job openings shall be filled as follows:
 - a. A present employee within the same classification, then classification series based on seniority.
 - b. A qualified present employee from another classification based on qualifications and seniority. The Board/Superintendent shall make the determination of who meets the minimum qualifications of the posting. No decision on the determination of minimum qualifications of the posting shall be arbitrary or capricious. Seniority shall not be transferred between classifications.
 - c. If no present employee submits a bid, the Board will seek other candidates from the substitute list and/or outside applicants.
 - d. Tenured employees who bid on positions shall be granted an interview with the administrator responsible for filling vacated positions.

E. Time Limitations

The vacancy shall be filled within thirty (30) calendar days from the first day of

posting or by the next regularly scheduled Board meeting. Regular employee's salary and contract shall be retroactive to the first day the employee worked in the vacancy.

ARTICLE IX - HOLIDAYS AND VACATIONS

A. Holidays

1. Paid Holidays included for employees working less than ten (10) months. (7-1/2 total)

New Year's Day	<u>Employees</u>
Martin Luther King Day	Bus Drivers
Memorial Day	Cafeteria Workers
Labor Day	Educational Aides
Thanksgiving Day	Elementary Sweepers
Day after Thanksgiving Day	
Christmas Eve Day (one-half day)	
Christmas Day	

2. Paid Holidays included for employees working ten (10) and one-half (10-1/2) months. (9 total)

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

3. Paid Holidays included for employees working eleven (11) and twelve (12) months. (11 total)

New Year's Day	<u>Employees</u>
Martin Luther King Day	Clerk/Typist
Good Friday	Elementary Custodians
Memorial Day	Middle & High School Custodians
Independence Day	Middle & High School Secretaries
Labor Day	Middle & High School Sweepers
Thanksgiving Day	
Day after Thanksgiving	
Christmas Eve Day	
Christmas Day	
First Scheduled Working Day following Christmas	

4. Beginning with the 2005-2006 school year each holiday category shall have the addition of one-half day for New Year's Eve.
5. Beginning with the 2006-2007 school year each holiday category shall have an additional one-half day for New Year's Eve for a total of one (1) complete holiday for New Year's Eve.

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

B. Vacation Schedule

The vacation schedule for eleven (11) and twelve (12) month employees hired prior to July 1, 1995 is as follows:

1 - 4 years	10 days
5 - 9 years	12 days
10 - 14 years	17 days
15 - or more years	20 days

The vacation schedule for twelve (12) month employees hired after July 1, 1995 is as follows:

1 year	5 days
2 years	6 days
3 years	7 days
4 years	8 days
5 - 9 years	12 days
10 - 14 years	17 days
15 - or more years	20 days

Vacations may be scheduled and taken at any time during the year, by giving the Immediate Supervisor, one week prior notice, except in cases of emergency vacation may be changed.

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

An employee who works nine (9) or ten (10) months and is hired as an eleven (11) or twelve (12) month employee during the term of this agreement shall be given credit on the above vacation schedule for those years worked as a nine (9) or ten (10) month employee.

ARTICLE X - SEVERANCE PAY, RETIREMENT INCENTIVE AND TRAVEL ALLOWANCE

1. Severance Pay

- A. Classified personnel, at the time of retirement (exclusive of termination) from active service in the Brookfield Local School District, are to be paid for unused sick leave in the following manner for the life of this Agreement.

Severance Rate	Unused Sick Leave Days	Number of Hours Regularly Worked
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Years 2011 through 2014

\$40.00/day	Up to 240 days	30 hours or more per week
\$30.00/day	Up to 240 days	less than 30 hrs per week

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

2. Retirement Incentive

There will be an incentive for retirement for eligible BASE employees willing to service retire to SERS at the end of the 2010-2011 school year. Such incentive will be \$5,000. In order to obtain the Enhanced Severance amount, a BASE employee must retire no later than August 1, 2011.

3. Travel Allowance

All employees using personal cars for school business shall be compensated for travel allowance at the current I.R.S. rate as of July 1st of each year. Any employee who must travel between buildings as a part of their work assignment shall receive mileage as per the above rate. Employees are not entitled to travel allowance for those miles between his/her residence and the District.

ARTICLE XI - REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce classified staff due to abolishment of position, lack of work, lack of funds, building closures, the following procedure shall govern such reductions.

1. Prior to the Board instituting such reductions in the classified staff, the Board shall meet with the Union to discuss these reductions.
 2. The number of employees affected by reductions shall be kept to a minimum by attrition in the work force. (e.g. Approved Leaves of Absence, Retirement, Resignation or Just Cause Termination)
- B. In any reduction, the concept of seniority shall prevail. Seniority shall be defined as continuous length of service in a bargaining unit position. (This definition of seniority applies throughout this contract.)
1. Board authorized leaves of absence shall not constitute an interruption of continuous service. Employees shall not accrue seniority while on Reduction in Force.
 2. In case of identical seniority, the following procedure will be used:
 - A. First date on payroll
 - B. The Board meeting date of hire
 - C. Lot.
- C. The Board of Education shall upon the recommendation of the Superintendent, determine in which classifications the layoff should occur for reasons stated in 'A' and the number of employees to be laid off. Reductions shall begin with the least senior employee in any classification continuing in order of seniority until the reduction is completed.
- D. Any employee affected by such a reduction shall be granted displacement rights within any previously held classification.
- E. Displacement rights shall be exercised on the basis of seniority such that any employee affected by such a reduction may displace the least senior employee as follows:
- F. The Board of Education shall prepare and give to each employee a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given twenty (20) calendar days advance written notice of the layoff. Each notice of layoff shall state the effective date of layoff.
- G. For the classification in which layoff occurs, recall shall be in the classification at the time of layoff. The Board of Education shall prepare a recall list and name all employees laid off. These employees shall be placed on the recall list in reverse order of layoff. Reinstatement shall be made from the appropriate recall list before any new employees are hired in that classification. Classified employees non-

renewed or terminated for other than Reduction in Force reasons shall not appear on these lists.

- H. Vacancies which exist and occur during a Reduction in Force shall first be offered to the laid off employee standing highest on the appropriate recall list before the next person on the list may be considered. The employee shall be notified by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have five (5) calendar days from the date of receipt or ten (10) working days from the date of mailing in which to respond in writing as to the acceptance or non-acceptance of the position offered. Refusal for reinstatement to a lesser position and hours shall not change the employee(s) recall status. It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc. Any employee who declines reinstatement shall be removed from the appropriate reinstatement list except as stated above.
- I. Vacancies which remain following the above procedure shall then be offered to the laid-off employee standing next highest on the appropriate recall list before the next person on the list may be considered. The employee shall be notified by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have five (5) calendar days from the date of receipt or ten (10) working days from the date of mailing in which to respond in writing as to the acceptance or non-acceptance of the position offered. Refusal for reinstatement to a lesser position and hours shall not change the employee(s) recall status. It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc. Any employee who declines reinstatement shall be removed from the appropriate reinstatement list except as stated above.
- J. If a position is not filled by an employee from the recall list in the classification in which the layoff occurred (as per "I" or "J"), present employees from the same or another classification may apply and be considered for the position according to the provisions of Article VIII, Job Posting and Bid Procedure.
- K. Employees on continuing contract status remain on the appropriate recall list for a maximum of three (3) years from the effective date of layoff. Employees on limited contract shall remain on the appropriate recall list for a maximum of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority, all rights related to salary, fringe benefits, and a notice of reinstatement shall be made by Certified Mail.
- L. No reduction of salary shall be made in an employee's salary when recalled. If a salary rate is at an increase at the new assignment or recall, the higher salary rate shall prevail, unless there is an overall reduction of salaries.
- M. Employee(s) on layoff status may be called as a substitute when needed in their job classification and will be paid at the rate of a substitute.

ARTICLE XII - HOURS OF WORK AND OVERTIME

A. Standard Work Week

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

B. Overtime

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

C. Saturday and Sunday Work

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

D. Call-in Time

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

E. Non-Related Group Work

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

F. Calamity Days

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

G. Summer Work

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

H. Summer Extra Work

(a) In the event the Board determines in its discretion to employ summer help on as needed basis for mowing or painting, nine (9) or ten (10) month employees currently with the district and qualified to perform the work shall be offered employment before seeking outside employees for summer work.

(1) Beginning with the summer of 1998, in the event that the Board determines in its discretion to employ summer help, the hiring of the summer employee(s) shall be in accordance with the following procedure:

- (i) On the basis of district-wide seniority
- (ii) Nine (9) and ten (10) month employees hired pursuant to this provision of the agreement shall be paid \$6.00 per hour for mowing and \$8.00 per hour for painting.

This provision does not apply to the Board's need to hire substitute workers for those on sick leave or vacation or to workers assigned and paid by government agencies, including but not limited to P.I.C. and other federal or state subsidized work training programs.

ARTICLE XIII - GENERAL PROVISIONS

A. Administration of Medication to Students

No bargaining unit member may in the course of employment administer any drug prescribed by a doctor to any student; the only exception to this policy will be the requirements of the Federal Education for all Handicapped Children - Act of 1975.

B. Reporting Off/On Procedure

Every effort must be made to give supervisors advance notice of reporting off with the exception of emergencies. When reporting off, the employee must notify their supervisors, when possible, between 7:00 p.m. and 9:00 p.m. the night before or by 6:00 a.m. in the morning. Reporting on should also be done with as much advance notice as possible.

C. Tax Sheltering of Retirement Contributions

The Board shall provide their employees the SERS pick-up paid through salary

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

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

D. Filling of Extra-curricular Duty Positions

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

E. Physicals

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

F. Criminal Checks

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

ARTICLE XIV - UNION RIGHTS

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

A. Use of School Mail

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

B. Bulletin Boards

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

C. Use of facilities

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

D. Notice of Board Meetings

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

E. Board Policy Books

The Board will provide one copy of the Board Policy Book to the Union. The Board will also provide all changes to the Policy Book.

F. Workshops

Actual expenses (mileage, meals, registration fees, necessary lodging) incurred by employees in attendance at any Board approved workshop will be reimbursed by the Board provided proper application has been filed with his/her immediate supervisor at least two (2) weeks prior to the workshop and approved by the Superintendent and the approximate expenses were indicated on the application. Mileage will be the current IRS rate as of July 1st of each year.

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

G. Worksite Visitation

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

H. Union Representation

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

I. Labor-Management Committee

In an effort to solve problems before they become formal grievances, the Board agrees to establish a Labor-Management Committee consisting of both OEA and representatives of the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this agreement informed of changes and developments caused by conditions other than covered by this agreement and to confer over potential problems in an effort to keep such matters from becoming major in scope. Formal notes shall be taken for informational purposes and

distributed to the members of the Committee. Any party to this agreement may request a meeting of the Labor-Management Committee, but not more often than once a month unless mutually agreed upon. Arrangements are to be made in advance.

J. Meetings

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

K. Union

Union representatives shall notify the administration when they are in the building.

L. Attendance at Conference

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

M. Union Meetings

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

ARTICLE XV - INDIVIDUAL RIGHTS

A. Personnel Files

1. Personnel records shall be filed in the confidential files at the Administration building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent.
2. Any employee can request to see and will be permitted to examine his/her personnel file, so long as the employee does not remove any article from the

file. Any employee may receive copies of any information (at individual expense) in the personnel file except as limited herein.

3. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the employee's authorized representative remove such credentials and confidential reports from the file prior to a review of the file by the employee.
4. Any employee receiving a written reprimand, or notice that may be put in his/her file and that may be used in any disciplinary action procedures, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file.
5. Communications including evaluations, recommendations and derogatory materials which are included in the personnel file, shall be called to the employee's attention at the time of inclusion.
6. Employees shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality except as excluded above (i.e., confidential credentials and related personal references). The employee shall acknowledge that he had read the material by affixing his signature and the date to the file copy. His/her signature shall not indicate agreement with the content of the materials but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement to be attached to the file copy.
7. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record. Any materials placed in the employee's file shall carry the date of enclosure and initials of the Superintendent.
8. Letters of reprimand, suspension, disciplinary actions and derogatory material shall be expunged from the employee's file following a twenty-four (24) month period of time as long as there is no re-occurrence of the same problem.

B. Disciplinary Procedures

1. Any disciplinary action affecting an employee should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board of Education agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her supervisor.
2. All disciplinary actions, interviews, or verbal reprimands affecting bargaining unit members shall be administered in private.

3. An employee shall be suspended, disciplined, or terminated from employment for just cause only. In the event that an employee is to be disciplined, the Board shall provide the employee with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. The employee may, upon receiving a disciplinary notice, challenge the proposed action through the grievance procedure.
4. A Union representative shall be permitted to attend any disciplinary meeting or hearing.

C. Leaving Building

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

D. Extra-Curricular Passes

Bargaining unit members wishing to attend local school events/activities will be permitted free access to such by either showing a pass or signing in at the entrance to the event.

ARTICLE XVI - MANAGEMENT RIGHTS

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

ARTICLE XVII - SALARY SCHEDULES

See attached salary schedules.

A. Longevity

The Brookfield Board of Education agrees to pay classified employees longevity for their total number of years in the system in the following manner:

2011 through 2014 School Years and for the life of this Agreement
Up to 10 yrs. of service - 8¢ additional per hour

- | | |
|-------------------------------|---------------------------|
| 10 yrs. up to 15 yrs. service | - 12¢ additional per hour |
| 15 yrs. up to 20 yrs. service | - 15¢ additional per hour |
| 20 yrs. of service or more | - 18¢ additional per hour |

Such longevity shall be granted to those employees who meet the following requirements:

1. When an employee reaches the maximum step on his/her salary schedule, the employee shall receive his/her longevity increase at the beginning of the following employee contract year.

B. Placement on the Salary Schedule

1. To qualify for each step in the experience level, a minimum of ninety (90) working days of service, under contract must be completed before July 1st in a given year.
2. New employees may be placed on their appropriate salary schedule no higher than step 0 of the appropriate salary schedule.
3. Employees changing classifications shall be placed on the appropriate new salary schedule according to their seniority (same step of the salary schedule).
4. Employees changing classifications shall be placed on the appropriate salary schedule according to their total number of years of seniority in the system.

ARTICLE XVIII - JOB DESCRIPTIONS

A committee shall be formed for the purpose of reviewing and updating job descriptions and job duties. The committee will be comprised of three (3) members of the bargaining unit and three (3) members of the administration. The committee will begin its work in January of 2012 and complete it by March 31, 2012.

1. Job descriptions shall be updated and will be a part of the Agreement. A Union Executive Committee will have input in all items and shall be mutually agreed upon by an Administrative Committee and Executive Committee providing it doesn't erode the delegated responsibilities of Administration and/or Board.
2. Under the category, "Minor or Specific Duties," the following sentence shall appear in all job descriptions:

"Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description."

3. Every employee will receive a copy of the job description for his/her position.
4. The Board or its designee and Union Executive Committee or its representative will meet to review and establish job descriptions for all Union classifications for which there are no job descriptions.

Job descriptions shall be updated and part of the Agreement. Said job descriptions, upon development by both parties, will be recommended to the Board, receive Board approval, and a copy will be given to each employee affected.

A.	Position or Title -	<u>Educational Assistants</u>
	Job Specifications -	Appropriate Educational Assistant Permit - Such alternatives as Board may find appropriate and acceptable.
	Job Description -	<u>Functions of the Educational Assistants</u>

Specific Duties:

1. They may perform in classroom activities under the direction and supervision of the teacher.
2. They may assist the children in such areas as map reading, committee work, and research activities.
3. They may prepare material for art classes.
4. They may supervise small group study sessions.
5. They will perform certain functions relating to the school lunch program. Consequently, the lunch time for Educational Assistants should be scheduled before or after children's lunch.
 - a. Cafeteria Cashier
Collect money and lunch tickets; punch tickets; send free lunch program applications home as needed; transfer lunch monies, from register to coin box. Educational Assistants shall monitor students during lunch.
 - b. One-on-one Aide
May assist a student on an IEP during lunch.
6. They will involve themselves with the preparation and operation of audio visual equipment.
7. They may assist in the development of science projects.
8. They may assist the teacher in correcting worksheets.
9. They may assist in writing classes by circulating among the room correcting writing position, etc.
10. They are expected to observe the competency in which students follow directions.
11. They may distribute bulletins, make assignments and catalogue material.
12. They may inventory equipment and supplies.
13. They may assist with the library period.
14. They may assist with PTA programs, assemblies, or other school sponsored activities, during their work day.
15. They may involve themselves in the supervision of students on field trips.
16. They may assist in keeping up-to-date attendance records, detention lists, etc.
17. They may involve themselves in the area of preparation of stenciled materials and the arrangement of bulletin boards.
18. They may involve themselves in clerical work for teachers.
19. They may assist in the supervision of the playground.

20. They may be used to help students who need individual instruction, working directly under the supervision of the teacher.
21. Under the direction of immediate supervisor, transpose educational test or material from one form to another.
22. To transcribe report card marks onto permanent record cards.
23. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

C. Position or Title -	<u>Cooks</u>
Job Specifications -	<ol style="list-style-type: none"> 1. Extensive knowledge of bulk food preparation. 2. Ability to pass an annual medical examination and chest x-ray indicating the employee is free from any communicable diseases.
Responsible to -	Directly - Cafeteria Supervisor Indirectly - Supt. of Schools
Major/General Duties -	The primary purpose of the cook is to provide daily a "Type A" school lunch under the direct supervision of the Cafeteria Supervisor.

Minor or Specific Duties:

1. Prepare food daily under the direction of the cafeteria supervisor in wholesome and sanitary manner.
2. Clean and wash all utensils and facilities used in the daily preparation of food.
3. Make recommendations to the supervisor of the cafeteria regarding specific foods appliances or procedures.
4. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

D. Position or Title -	<u>Cook's Helper</u>
Job Specifications -	Basic knowledge of food preparation. Ability to pass an annual medical examination and chest x-ray indicating the employee is free from any communicable diseases.
Responsible to -	Directly - Cafeteria Supervisor Indirectly - Supt. of Schools
Major/General Duties -	The primary purpose of the Cook's Helper is to help under the supervision of the Cooks.

Minor or Specific Duties:

1. Help cook with preparation of meals (no cooking)
2. Help in serving line and/or serve as french fryer during serving time.
3. Help clean up.
4. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

- E. Position or Title - Cashier
- Job Qualifications - High School graduate, punctual, proficient in making change, working knowledge of basic office machines, thorough knowledge of cash register, knowledge of basic accounting procedures.
- Reports to: Supervisor of Food Services
- Job Goals: Serve as cashier in cafeteria to which assigned. Assume all responsibilities for receiving, changing, counting, checking, recording, reporting and depositing cafeteria monies and performing other related duties as assigned.

Performance Responsibilities

1. Report for duty allowing for time to pick up supplies from bank and check change boxes for proper contents. Verify and familiarize herself with menu and pricing with supervisor.
2. Sell tickets or itemize student purchases and collect monies from same.
3. Identify students eligible for special lunch consideration.
4. Count and package monies from all schools after lunch line closes and prepare change boxes for following day - depending on needs.
5. Maintain a daily worksheet for each school and transfer and balance daily reports to end of month CN7 State report.
6. Make ready for bank deposit - deposit slips to be turned in to the Treasurer's office regularly.
7. Perform other related duties as directed.

F.	Position or Title -	<u>Custodial Personnel</u>
	Job Specifications -	<ol style="list-style-type: none"> 1. Physically fit. 2. The ability to perform the duties as listed below. 3. Have excellent personal habits.
	Responsible to -	Directly - Maintenance Supervisor Indirectly - Building Principal
	Major/General Duties -	To maintain the building at a high level of cleanliness and sanitation. To assume the responsibility for the condition of the entire building and grounds at a high level of cleanliness and good repair, safe and comfortable.

Minor or Specific Duties:

1. To maintain the building and grounds in a neat and well-kept fashion.
2. To follow a regular schedule of cleanliness and sanitation in the building assigned.
3. To make minor repairs to furniture, equipment, etc. as time permits.
4. To cooperate with the school staff in the performance of duties involving the physical plant.
5. To notify the supervisor of buildings and grounds of inability to answer requests or satisfy complaints.
6. To request supplies from the maintenance and custodial supervisor.
7. To provide necessary heat in order to keep the building comfortable.
8. To keep entrance ways and sidewalks free from snow and ice.
9. Refer to the maintenance supervisor any maintenance needs observed in the performance of his/her duties.
10. To clean filters, oil motors, etc.
11. To make periodic inspections of all equipment and report any problems that may require a special skilled workman.
12. To maintain the security and safety of the building.
13. To assume responsibility for cleaning, dusting, washing desks, fixtures and shades and other assignments as may be designated by the building principal.
14. To continually seek for more efficient methods of performing various tasks.
15. Check in all deliveries of maintenance material and certify the same to the supervisor of maintenance and custodial personnel.
16. Check in all deliveries of equipment and educational supplies and certify the same to the principal of the respective buildings.
17. Certify all time sheets of custodial and cleaning personnel to the supervisor of maintenance and custodial personnel.
18. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

G. Position or Title -	<u>Maintenance Personnel</u>
Job Specifications -	Extensive knowledge of construction and repairs.
Responsible to -	Directly - Maintenance Supervisor Indirectly - Supt. of Schools
Major/General Duties -	To perform those duties assigned which will contribute to a high level of physical operation of the Brookfield Local Schools' properties.

Minor or Specific Duties:

1. To perform those duties within the skill of the employee.
2. To perform the general maintenance of buildings and grounds.
3. To assume special responsibilities in areas assigned by the supervisor of custodial and maintenance personnel.
4. To perform remodeling, painting, repairing, and grounds care.
5. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

For any current employee hired prior to July 1, 1995, the following job description will apply:

H. Position or Title -	<u>Secretarial/Clerical</u>
Job Specifications -	<ol style="list-style-type: none">1. Pleasing personality with the ability to work with staff, students, and parents.2. Ability to type 40 words per minute.3. Ability to operate office equipment.4. Accuracy.5. Punctuality.6. Of good moral character.7. Exhibits initiative.
Responsible to -	Respective administrators.
Major/General Duties -	Assumes the responsibility of all secretarial/clerical work of their respective administrator.

Minor or Specific Duties:

1. Handles their respective administrator's correspondence, bulletins, reports and other information originating in the office.
2. Handles telephone calls if possible and makes proper disposition of such calls.
3. Handles routine correspondence or jobs relative to the administrator's office details.
4. Operates various office machines.
5. Maintains office files.
6. Helps prepare and type State and County reports.
7. Prepares and maintains all files for their respective administrator.
8. Receives a variety of questions and requests and sees that such matters are disposed of promptly, correctly and tactfully.
9. Willingness to help in other departments if time permits.
10. Any other duties that shall be assigned by the classified supervisor and/or administration which are relevant to the specific job description.

For any new employee hired after July 1, 1995, the following job description will apply:

H. Position or Title -	<u>Secretarial/Clerical</u>
Job Specifications -	<ol style="list-style-type: none">1. Pleasing personality with good communication skills and the ability to work with staff, students, and parents.2. Ability to type 50 words per minute (speed and accuracy).3. Quality computer, record keeping, organizational and interpersonal skills.4. Extensive knowledge of office practices, procedures and equipment with computer knowledge (i.e. Word Perfect, working knowledge of McIntosh and/or IBM computer compatible equipment)5. Self-motivated.
Responsible to -	Respective administrator
Major/General Duties -	Assumes the responsibility of all secretarial/clerical work of their respective administrator.

Minor or Specific Duties:

1. Handles all respective building and administrator's correspondence.
2. Demonstrate efficient knowledge in the field of communications and handles all office telephone communications and makes proper disposition of same.
3. Operates and/or has working knowledge of office equipment.
4. Maintains office files.
5. Maintains overall responsibility for office and building operation.
6. Willingness to help others when time permits.
7. Any other duties that shall be assigned which are relevant to the specific job description.

I. Position or Title -

Printer

Job Specifications -

1. Ability to operate office equipment.
2. Ability to operate offset press.
3. Ability to operate high speed copier.
4. Punctuality.
5. Exhibits initiative.

Responsible to -

Maintenance Supervisor

Specific Duties:

1. Make copies, as requested, by all schools and administrative offices.
2. Operate offset press.
3. Collates material.
4. Delivers copies to appropriate schools and administrative offices.
5. Sorts all incoming mail, if time permits, to Jr. and Sr. High Schools.
6. Delivers mail to Jr. and Sr. High Schools.
7. Takes outgoing mail to post office.
8. Delivers supplies to all schools and administrative offices.
9. Picks up parts and/or supplies for maintenance if time allows.

J.	Position or Title -	<u>Monitor</u>
	Job Specifications -	Appropriate Monitor Permit – Such alternatives as Board may find appropriate and acceptable.
	Job Description -	<u>Functions of the Monitor</u>

Specific Duties:

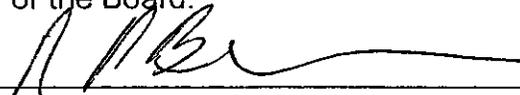
1. They may perform various duties under the direction and supervision of the principal.
2. They may supervise small or large groups of students.
3. They may assist with PTA programs, assemblies, or other school sponsored activities, during their work day.
4. They may supervise students on field trips.
5. They shall keep up-to-date attendance records and may issue detentions or apply the student conduct code.
6. Any other duties that shall be assigned by the principal which are relevant to the specific job description.

ARTICLE XIX - DURATION

The duration of this Agreement shall be from 12:01 a.m., June 30, 2011 and shall remain in effect through 11:59 p.m. June 30, 2014.

IN WITNESS WHEREOF, the parties ratified this Agreement the 25th day of June, 2011, and subsequently was memorialized by their duly authorized agents and officers affixing their signatures.

For the Board:



President - Board



Superintendent of Schools

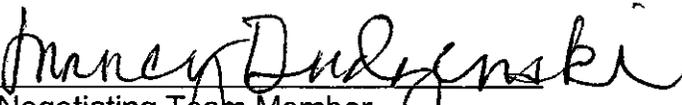


Treasurer

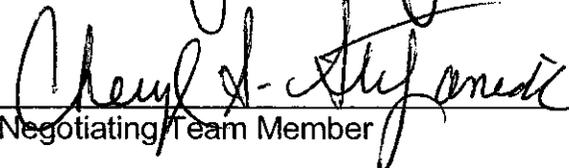
For the Union:



President, Brookfield BASE, OEA/NEA



Negotiating Team Member



Negotiating Team Member

SALARY

1% increase on base salary for 2011-2012 school year
1% increase on base salary for 2012-2013 school year
1% increase on base salary for 2013-2014 school year

APPENDIX A: SALARY SCHEDULES

Effective July 1, 2011:

CAFETERIA COMPENSATION SCHEDULE

Steps	Cooks	Cashier	Cook's Helper
0	12.49	12.24	9.63
1	12.75	12.42	9.83
2	12.93	12.63	10.06
3	13.15	12.83	10.30
4	13.34	13.02	10.46

Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

SECRETARIAL/CLERICAL COMPENSATION SCHEDULE

Steps	Board Clerk-Typist School Secretary
0	13.33
1	13.54
2	13.73
3	13.95
4	14.17
5	14.34
6	14.57
7	14.77

- Longevity Steps - up to 10 years - 8 cents/hour
- 10 years to 15 years - 12 cents/hour
- 15 years to 20 years - 15 cents/hour
- 20 years and above - 18 cents/hour

Hours as per Article III

MAINTENANCE/CUSTODIAL COMPENSATION SCHEDULE

Steps	Maintenance Personnel	Custodians
0	15.08	14.43
1	15.29	14.60
2	15.50	14.83
3	15.70	15.01
4	15.89	15.24

- Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

TRANSPORTATION COMPENSATION SCHEDULE

Steps	All Drivers
0	14.89
1	15.08
2	15.29
3	15.50
4	15.70
5	15.89

- Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

Extra Curricular/Field Trip Rate – Drivers shall be paid \$10.00 per hour for the first two (2) hours and \$10.00 per hour for all hours thereafter. Minimum of two hours.

ASSISTANTS COMPENSATION SCHEDULE

Steps	Educ. Assts.	Monitors	Printer
0	11.17	10.49	9.32
1	11.35	10.67	9.45
2	11.56	10.87	9.65
3	11.75	11.04	9.79
4	11.98	11.25	9.97

Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

Effective July 1, 2012:

CAFETERIA COMPENSATION SCHEDULE

Steps	Cooks	Cashier	Cook's Helper
0	12.61	12.36	9.73
1	12.88	12.54	9.93
2	13.06	12.76	10.16
3	13.28	12.96	10.40
4	13.47	13.15	10.56

- Longevity Steps -
- up to 10 years - 8 cents/hour
 - 10 years to 15 years - 12 cents/hour
 - 15 years to 20 years - 15 cents/hour
 - 20 years and above - 18 cents/hour

Hours as per Article III

SECRETARIAL/CLERICAL COMPENSATION SCHEDULE

Steps	Board Clerk-Typist School Secretary
0	13.46
1	13.68
2	13.87
3	14.09
4	14.31
5	14.48
6	14.72
7	14.92

- Longevity Steps - up to 10 years - 8 cents/hour
- 10 years to 15 years - 12 cents/hour
- 15 years to 20 years - 15 cents/hour
- 20 years and above - 18 cents/hour

Hours as per Article III

MAINTENANCE/CUSTODIAL COMPENSATION SCHEDULE

Steps	Maintenance Personnel	Custodians
0	15.23	14.57
1	15.44	14.75
2	15.66	14.98
3	15.86	15.16
4	16.05	15.39

Longevity Steps -	up to 10 years	-	8 cents/hour
	10 years to 15 years	-	12 cents/hour
	15 years to 20 years	-	15 cents/hour
	20 years and above	-	18 cents/hour

Hours as per Article III

TRANSPORTATION COMPENSATION SCHEDULE

Steps	All Drivers
0	15.04
1	15.23
2	15.44
3	15.66
4	15.86
5	16.05

Longevity Steps -	up to 10 years	-	8 cents/hour
	10 years to 15 years	-	12 cents/hour
	15 years to 20 years	-	15 cents/hour
	20 years and above	-	18 cents/hour

Hours as per Article III

Extra Curricular/Field Trip Rate – Drivers shall be paid \$10.00 per hour for the first two (2) hours and \$10.00 per hour for all hours thereafter. Minimum of two hours.

ASSISTANTS COMPENSATION SCHEDULE

Steps	Educ. Assts.	Monitors	Printer
0	11.28	10.59	9.41
1	11.46	10.78	9.54
2	11.68	10.98	9.75
3	11.87	11.15	9.89
4	12.10	11.36	10.07

Longevity Steps - up to 10 years - 8 cents/hour
10 years to 15 years - 12 cents/hour
15 years to 20 years - 15 cents/hour
20 years and above - 18 cents/hour

Hours as per Article III

Effective July 1, 2013:

CAFETERIA COMPENSATION SCHEDULE

Steps	Cooks	Cashier	Cook's Helper
0	12.74	12.48	9.83
1	13.01	12.67	10.03
2	13.19	12.89	10.26
3	13.41	13.09	10.50
4	13.60	13.28	10.67

Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

SECRETARIAL/CLERICAL COMPENSATION SCHEDULE

Steps	Board Clerk-Typist School Secretary
0	13.59
1	13.82
2	14.01
3	14.23
4	14.45
5	14.62
6	14.87
7	15.07

- Longevity Steps - up to 10 years - 8 cents/hour
- 10 years to 15 years - 12 cents/hour
- 15 years to 20 years - 15 cents/hour
- 20 years and above - 18 cents/hour

Hours as per Article III

MAINTENANCE/CUSTODIAL COMPENSATION SCHEDULE

Steps	Maintenance Personnel	Custodians
0	15.38	14.72
1	15.59	14.90
2	15.82	15.13
3	16.02	15.31
4	16.21	15.54

- Longevity Steps - up to 10 years - 8 cents/hour
- 10 years to 15 years - 12 cents/hour
- 15 years to 20 years - 15 cents/hour
- 20 years and above - 18 cents/hour

Hours as per Article III

TRANSPORTATION COMPENSATION SCHEDULE

Steps	All Drivers
0	15.19
1	15.38
2	15.59
3	15.82
4	16.02
5	16.21

- Longevity Steps - up to 10 years - 8 cents/hour
- 10 years to 15 years - 12 cents/hour
- 15 years to 20 years - 15 cents/hour
- 20 years and above - 18 cents/hour

Hours as per Article III

Extra Curricular/Field Trip Rate – Drivers shall be paid \$10.00 per hour for the first two (2) hours and \$10.00 per hour for all hours thereafter. Minimum of two hours.

ASSISTANTS COMPENSATION SCHEDULE

Steps	Educ. Assts.	Monitors	Printer
0	11.39	10.70	9.50
1	11.57	10.89	9.64
2	11.80	11.09	9.85
3	11.99	11.26	9.99
4	12.22	11.47	10.17

Longevity Steps - up to 10 years - 8 cents/hour
 10 years to 15 years - 12 cents/hour
 15 years to 20 years - 15 cents/hour
 20 years and above - 18 cents/hour

Hours as per Article III

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

Grievant _____ Date of Formal Presentation **Step 2** _____

Date grievance Occurred: _____ Date of informal Step 1 discussion _____ with _____

Home address of Aggrieved: _____

School: _____ Principal/Supervisor _____

Years in School System _____ Classification: _____

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

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

Relief Sought (may be continued on back): _____

(Step 2: File with supervisor, copy to Supt.)
Signature of Aggrieved: _____

Step 2 Disposition by Immediate Supervisor: _____

Supervisor Signature: _____ Date: _____

Step 3: Appeal to Superintendent on _____ (date), _____ (grievant signature)

Disposition: _____

Superintendent Signature: _____ Date: _____

Step 4: Appeal to Board taken on _____ (date), _____ (grievant signature)
(File with Supt., copy to Treasurer of Board)

Disposition by Board: _____

Board President Signature: _____ Date: _____

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

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