

K# 29050

1152-02
STATE EMPLOYMENT
RELATIONS BOARD

Master Contract Agreement

2012 NOV 15 P 2: 17

BETWEEN THE

Bellevue Board of Education 12-CON-02-1152

And

The Ohio Association of Public School Employees

OAPSE Local # 612

Effective July 1, 2012 through June 30, 2015



54

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MASTER AGREEMENT

This agreement made and entered into this 4th day June, 2012, by and between the Bellevue City Board of Education; hereafter referred to as the Board, and Local #612 of the Ohio Association of Public School Employees (OAPSE) AFSCME/AFL-CIO, hereafter referred to as the Union.

ARTICLE I – TERMS OF DURATION

SECTION A

All provisions of this Agreement, unless specifically indicated otherwise, shall become effective at 12:01 A.M. on July 1, 2012 and shall remain in full force and effect through June 30, 2015 both dates inclusive. A reopener for salary only shall take place for the last year of the agreement.

ARTICLE II – PRINCIPLES

SECTION A

The purpose of this Agreement is to foster and maintain continuous and uninterrupted operation of the schools, to proceed in an orderly and practical method of negotiating agreements, to reduce to writing and agreement, which is the result of collective negotiations, for the purpose of facilitating the peaceful adjustment of difficulties that may arise from time to time and to promote harmony and efficiency for the mutual relations of both parties.

SECTION B

The Board agrees that it will not discriminate against any member of the bargaining unit because of membership or non-membership in the Union or as a result of negotiations, complaint or other proceedings under this Agreement.

Classified personnel employed by the Board in positions recognized or under this Agreement, will be free to join or not to join the Union as they may choose, and to present grievances under the Grievance Procedures set forth in Article VIII thereof. No reprisals of any kind will be taken against a person who elects not to join the Union.

SECTION C

Successors and assignees of this Agreement between the Bellevue City Board of Education, its successor and/or assignee shall assume all responsibilities and commitments as covered under this collective bargaining agreement.

SECTION D

Members of the bargaining unit represented by the Union will not strike during the term of this negotiated contract. For purpose of this Agreement the term “strike” will be defined as in Section 4117.01 (H) of the Ohio Revised Code. During the term of the Agreement the Board will not lock out bargaining unit employees.

SECTION E – MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his/her individual operations relating to hours of work, overtime differentials and general working conditions will be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment will be improved whether specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement if such error is corrected within ninety (90) days from the date of error. It is further understood and agreed that any wages agreed to that are in excess of those established herein shall not be reduced during the life of this contract.

SECTION F

The employer recognizes that no work rules, policies and directives shall be established that are in violation of any expressed terms of this Agreement. All work rules and directives shall be reasonable and applied consistently where applicable.

ARTICLE III – RECOGNITION OF UNION

SECTION A

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing salaries, fringe benefits, and terms and conditions of employment for all classified employees as specified in section B for the duration of this Agreement.

SECTION B

The Board recognizes the Union as the sole and exclusive bargaining representative of all full-time and part-time classified personnel employed by the district in permanent positions for the purposes of collective bargaining as defined in Chapter 4117 Ohio Revised Code.

SECTION C

For the purpose of this Agreement, the following positions are excluded from the Bargaining Unit:

1. All administrators
2. Treasurer
3. Secretary to the Superintendent
4. Secretary to the Director of Buildings and Grounds
5. Treasurer’s Secretary
6. Assistant Treasurer
7. Payroll Clerk
8. EMIS Coordinator
9. Probationary Employees (New Employees)

SECTION D

Employees recognized under this bargaining unit, as established in section B of this Article, may petition the State Employment Relations Board to hold a competitive election no sooner than 120 or later than 90 days prior to the expiration of the Agreement. The petitioning for and the conducting

of said election shall be carried out under the rules and regulations as established under Section 4117.07 (A) O.R.C.

SECTION E – 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 representatives of both OAPSE and the Board. The committee's 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. The OAPSE Representatives shall be no more than four (4) in number. Formal notes shall be taken for informational purposes and distributed to the members of the committee. The committee shall meet quarterly, but may schedule additional meetings as needed to address any mutual concerns.

During the length of this contract, this committee shall meet to review and address the following:

1. Additional maintenance training to gain expertise in their area such as for seminars and/or trade shows.
2. Maintaining insurance and health costs – new or other insurance plans.
3. Busing program and potential changes.
4. Use of Charter buses for out-of-ordinary trips.
5. Any other agenda items which might be suitable or deemed appropriate.

ARTICLE IV – RECOGNITION OF BOARD

The Union recognizes the Board's right to manage the operation of the School District, which includes but is not limited to: 1) directing the work of all employees; 2) right to establish policies; 3) the right to hire employees of its own selection; 4) the assignments and evaluation of employees; 5) the right to maintain order and efficiency; and 6) the right to discipline, transfer, suspend, lay off and terminate employees for just cause. These rights will only be limited by the specific and express terms of this Agreement.

ARTICLE V – PROCEDURES FOR NEGOTIATIONS

SECTION A

Good faith requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons.

SECTION B

Requests for meetings should be submitted in writing to the Superintendent 120 working days prior to the expiration of this Agreement. An agreement with specified dates to begin the negotiations will be reached within five working days after the request has been submitted unless both parties agree to an extension of this time. This meeting should occur within thirty (30) working days after the request has been submitted unless both parties agree to an extension of this time.

The first item of business in the negotiating process should be agreement on agenda items for discussion and no actual negotiations will proceed unless this agreement is reached. All items for negotiation shall be presented in writing. Other items may be added to the agenda after the first meeting with mutual consent of both parties. All meetings will be held in an executive session and

in a mutually acceptable location. Unless mutually agreed to, all meetings for negotiations shall be held during the time that members of the Union team are not assigned to work.

SECTION C

The Board will be represented in negotiations by no more than three persons plus counsel/consultant. All but one of these persons must be an employee of Bellevue City Schools or a member of the Board of Education. Likewise, the Union will be represented in negotiations by no more than three persons plus counsel/consultant. All but one of these persons must be an employee who is recognized under Article III of this Agreement. Both parties will designate one member of their team as chief spokesperson or negotiator.

SECTION D

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. Both parties may call upon assistance, limited to two people, at any one meeting. Periodic progress reports may be made public only by mutual agreement. Information will be made available to the Union upon request, for issues under negotiation. Interim progress reports may be made to the Union by its representative and to the Board by its representatives. Each party will be responsible for explaining that the information contained in the reports is only a proposal and should be considered confidential.

SECTION E

When agreement is reached, it shall be reduced to writing, and when approved by the Union and the Board, and signed by the appropriate representatives, it shall become a part of the official minutes of the Board and the Union. The Board shall type the final Agreement and run off sufficient copies on paper purchased by the Union. The Union will be responsible for collating and binding the Agreement in durable folders.

SECTION F

If an impasse occurs prior to the expiration of this Agreement, both parties shall prepare a joint letter requesting the assistance of the Federal Mediation and Conciliation Service in an attempt to resolve all the issues not tentatively agreed to. The Mediator assigned shall have no authority to bind either party.

ARTICLE VI-STATE AND FEDERAL LAW

This Agreement is subject to all Federal and State laws regarding the powers, rights, duties and obligations of the Board, the Union and individual employees in the bargaining unit. In the event that any of the terms or conditions of this Agreement are declared invalid or unenforceable by any Federal or State Court of Competent Jurisdiction, or by any Federal or State agency having jurisdiction over the subject matter of this Agreement, the remaining portion shall not be affected, thereby remaining in full force and effect.

ARTICLE VII – COMPENSATION, FEES AND DEDUCTIONS

SECTION A – PAYCHECKS AND DIRECT DEPOSIT The total amount of an employee annual salary shall be paid in twenty-six (26) equal installments. For the 2011-12 fiscal year, pay for the following positions will be paid over 27 equal installments:

Elementary secretaries, middle school secretaries, high school secretary (211 day only), library aides, 200 day custodians, board office cleaner.

For the 2012-13 fiscal year and beyond, the total amount of an employee's annual salary shall be paid in 26 equal installments.

All members of the bargaining unit shall have their pay and all other types of payroll payments direct deposited to the financial institution of bargaining unit members' choice. Bargaining unit members via the employee's kiosk located on the NOECA Website can obtain details of pay deposited, as well as a listing of all deductions.

SECTION B – RETIREMENT TAX SHELTER

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board according to the provisions of the Internal Revenue Service. These contributions shall continue to be designated as employee contributions as permitted, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board.

The amount that is designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employees Retirement System increased.

SECTION C – SECTION 125K ACCOUNT

A Section 125K flexible spending account shall be available to each employee. Participation in such shall be at the option of each individual employee. The Board shall pay the annual fee.

SECTION D – SERVICE FEE

The Board agrees to deduct Union dues from the pay of all employees requesting such. These dues will be authorized by using the approved Union Membership form of the Union. All other classified employees covered by this Agreement will pay a Service Fee of the same amount as union dues. The dues and Service Fee deducted shall be continuous until employment is terminated. Withdrawal from Union membership can occur from August 21st to August 31st of each year, but employees will then pay the Service Fee of the same amount by payroll deduction. Union dues shall be deducted over a 12 month period of time with proportional amounts deducted for all employees per pay.

SECTION E – AFSCME DEDUCTION

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

ARTICLE VIII-PROBATIONARY EMPLOYEES (NEW HIRES)

New employees working in a regular position will initially be employed to work for 120 work days under a limited probationary contract. All probationary employees are not entitled to representation by the labor union nor will they have dues deducted for such service until permanent employment occurs unless they are already a current Bellevue employee who is changing job categories. The

Board shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure.

Each new employee shall normally receive an evaluation by his immediate supervisor as soon as possible and/or reasonable.

Employees who successfully complete their probationary period shall be considered permanent and shall enjoy all rights and privileges as such and may only be severed by the Board for discipline reasons as delineated in Article IX, lack of funds, or lack of work.

ARTICLE IX – GRIEVANCE PROCEDURE

SECTION A – DEFINITIONS

1. A “grievance” is a claim by a classified employee or employees that an alleged violation, misinterpretation of misapplication of a provision or provisions of this Agreement has occurred.
2. The term “grievant” means a classified employee(s) in the bargaining unit or OAPSE Chapter 612, except that OAPSE may not file a grievance without agreement of an affected classified employee.
3. “Days” as used in the Article means employee work day scheduled Monday through Friday.
4. OAPSE shall retain the sole right to determine whether a grievance may be filed, appealed and/or processed under “Procedural Steps”

SECTION B

The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances. All parties agree that proceedings shall be kept confidential as appropriate.

The non-renewal of limited contracts shall be governed by Chapter 124 and 3319.088, Ohio Revised Code, exclusively, and the termination of contracts for good and just cause shall be governed by the Ohio Revised Code, exclusively and such non-renewals and terminations shall not be subject to the grievance procedure.

If a classified employee in the bargaining unit represented by the Union believes there is a basis for a grievance, the classified employee should first discuss the matter with his principal or other immediate supervisor in an effort to resolve the matter informally, within seven (7) days after the claimed grievance occurred. The Principal or other immediate supervisor shall then have seven (7) days to follow up on the matter and, if possible, to affect a resolution of the matter.

SECTION C – PROCEDURAL STEPS FOR GRIEVANCES

Step 1:

If a grievance is not resolved under the informal procedure, the grievance shall be reduced to writing on the form attached hereto as Exhibit A as agreed through negotiations. A written grievance shall be filed by the classified employee or employees, or by a representative of the Union on behalf of the employee or employees, with his principal or other immediate supervisor not later than ten (10) days after the date on which the claimed violation, misinterpretation or misapplication of a provision

or provisions of this Agreement occurs. If the written grievance is not so filed within the foregoing time limit, the grievance shall be considered waived and further action barred.

The written grievance filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date or dates on which the alleged violation, misinterpretation or misapplication of a provision or provisions of the Agreement occurred; (c) the provision or provisions of this Agreement which have allegedly been violated or misapplied; and (d) the remedy sought.

Within five (5) days of receipt of the written grievance, the principal or other immediate supervisor will meet with the grievant in an effort to resolve the grievance. The principal or their immediate supervisor will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 1 meeting.

In the event the Administration does not respond to the prescribed time limits, the grievance shall be automatically advanced to the next step.

Step 2:

If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within five (5) days of the Step 1 meeting, the grievant or a representative of the Union on behalf of the grievant, shall notify the Superintendent that the grievance is being appealed to Step 2.

Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 1. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. Within five (5) days of receipt of such written notice, the Superintendent will meet with the grievant in an effort to resolve the grievance. The Superintendent will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 2 meeting.

With the submission of the grievance to Step 2 the Union and/or the grievant shall provide to the Superintendent the reason or reasons why the response at Step 1 was not acceptable. This appeal shall not include information or reasons other than those presented in the original written grievance. If the Superintendent believes that the written appeal lacks clarity, he/she may refer it to the grievant or their representative for more details. The grievant and/or the representative shall have an additional five (5) days to revise the statement. Failure to provide said information may cause the grievance to be returned to Step 1. However, this shall only occur once within the life of the grievance and said process shall not be a bar to further hearings at step 2 or 3.

If the Administration does not respond to the grievance within the prescribed period of time, the grievance shall automatically be advanced to the next step.

Step 3:

If the action taken by the Superintendent or his/her designee does not resolve the alleged grievance to the satisfaction of the employee, said employee may appeal in writing to the Board on the standard form provided. The notice of the appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. If the employee fails to file such appeal within five (5) working days from receipt of written response of the Superintendent or his/her designee's action shall be deemed a waiver of the right to

appear and process the grievance further. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board or within two weeks of the filing of the appeal in Step 3, whichever shall be later. The hearing before the Board of Education will be scheduled on the agenda prior to the hearing of the public.

The Board shall report its findings upon such appeal no later than the next regular Board Meeting. Copies of the final action shall be sent to the employee, union representative, immediate supervisor and the Superintendent or his/her designee.

Upon mutual agreement between the Board, the employee, and the Union on a case-by-case basis, the Board level could be waived.

Step 4: Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance in Step 3, the grievant, with the approval of OAPSE, may request that the grievance be submitted for arbitration. An arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of representing its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties to this Agreement.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Any cost or expense for arbitration will be borne by the losing party. Costs to secure the services of the arbitrator shall be borne equally by the Union and the Board.

SECTION D

The time limitations set forth in steps 1 through 3 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement between the Superintendent and a representative of the Union on behalf of the grievant.

If a grievance is not filed in writing within the time limits specified in Step 1, the grievance shall be considered waived and further action barred.

If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.

Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

SECTION E

1. A grievant may appear on his own behalf at all steps of the grievance procedure and shall be accompanied at each step by a representative of the Union.
2. The President of the Union or designee will be notified of each meeting and be given a copy of the disposition at each step.
3. The fact that an employee files a grievance shall not be recorded in his personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of

any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4. If a grievance arises from a claimed violation or misapplication of a provision or provisions of this Agreement by the Board of Education or the Superintendent, and affects a group of employees in more than one school, the written grievance may be filed at Step 2 of the grievance procedure.
5. Nothing contained in this procedure shall be construed as limiting the individual right of a classified employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
6. In the event the Executive Committee of the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred in such proceeding.

ARTICLE X – DISCIPLINARY ACTION

SECTION A

Disciplinary action shall not be imposed upon bargaining unit employees except for just cause.

SECTION B

The Board will follow the principles of corrective and progressive discipline. Discipline shall not be used for the use of punishment except in cases of gross misconduct. The Board agrees to consider any mitigating circumstances involved in disciplinary situations. The Board agrees that notwithstanding any section of this Article, counseling or additional written reprimands may be used prior to the imposition of Step 4 or Step 5 Disciplinary Actions. The following four step procedure for minor infractions of the rules is hereby adopted:

Step 1: First Verbal/Written Reprimand

Shall be addressed to the employee and presented to him by one Supervisor, relating all the details and facts of the rule's infraction within five (5) days of the occurrence.

Step 2: Second Verbal/Written Reprimand

Addressed to the employee and presented to him by his supervisor, relating all details and facts of the rule's infraction within five (5) days of the occurrence, in the presence of his Union Representative.

Prior to any disciplinary suspension (Step 3) or discharge (Step 4) an employee shall have the right to a disciplinary hearing with representation. The Union shall be given 48 hours advance notice of the date, time, and location of the disciplinary hearing.

Step 3: Disciplinary Suspension

This is a further verbal/written reprimand with the imposition of time off not to exceed five (5) days as imposed by the Superintendent or designee. This is addressed to the employee and presented to him in the presence of his Union Representative and may be imposed for continuing rules infractions or for a pattern of non-compliance with Board rules or whenever an employee commits an infraction which is considered to be gross misconduct.

Step 4: Discharge

A statement of facts is presented to the employee and the Union Representative setting forth the cause for discharge. An employee shall be notified within a reasonable amount of time prior to the hearing of the reason or reasons contemplated for discharge. An employee may be suspended with pay and benefits until such hearing takes place.

SECTION C

When an employee commits an infraction which is considered by the Employer to be gross misconduct, he or she shall be subject to:

- a. Disciplinary suspension
- b. Discharge

Gross misconduct shall be defined to include: dishonesty on the job, immoral conduct on the job, use of intoxicants or illegal drugs on the job, insubordination, neglect of duty, fighting, and conviction of a felony criminal offense related to sexual misconduct or child abuse or any other act of misfeasance, malfeasance or nonfeasance.

SECTION D

An employee shall be entitled to the presence of a Union Representative at any investigatory interview or hearing upon request or if he has reasonable grounds to believe that an interview may be used to support disciplinary action against him. The supervisor shall not impose verbal discipline in the presence of other employees, students, residents or the general public.

SECTION E

All records relating to verbal or written reprimands will cease to have any force and effect two years from the date of the infraction.

ARTICLE XI – WORKER’S COMPENSATION

SECTION A

All school employees are protected under the Worker’s Compensation Law (Section 4123.01 O.R.C.). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.

SECTION B

An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported in writing to the injured employee’s supervisor within 24 hours of the injury and an application shall be completed in the Treasurer’s Office by the employee or his/her designee within 24 hours or as soon as possible from the time of the injury.

SECTION C

The employee shall have an option of submitting a claim under Worker’s Compensation or using unused sick leave. Employees have the option to reclaim used sick leave once a Worker’s Compensation claim is approved and implemented.

ARTICLE XII – PERSONAL LEAVE

SECTION A

“Years of employment” shall be determined as of June 30 preceeding the current school year, and will not include any years “allowed” for salary purposes. Employees shall be granted Personal leave in accordance with the following scale:

- Up to twenty (20) years of experience – three (3) days
- Twenty (20) or more years of experience – four (4) days
- Twenty-five (25) years of experience – five (5) days

SECTION B

All Personal Leave shall be granted on an unrestricted basis under the following conditions unless an exception is granted by the Superintendent.

1. All requests for Personal Leave shall be submitted on the employee Kiosk at least three (3) working days prior to the intended date of use.
2. Personal Leave days shall not be used consecutively by an employee. For requested leave, at least one day of eligible leave must be used as a full-day increment. Eight (8) hour employees are able to request personal leave in ¼ day increments.
3. Personal Leave shall not be approved for days immediately preceding or following a school holiday, vacation or during parent/teacher conferences.
4. Personal Leave shall not be approved the week prior to school starting or during the first or last week of the school year except for reasons that are justifiable to the Superintendent.
5. The total number of Personal Leaves approved on a given day shall not exceed 3% of the total non-teaching staff. The date and time of review by the Superintendent will determine the priority for approval.
6. Exemptions from the restriction contained in B. 3 and B. 4 above are as follows:
 - A. Wedding(s) of the employee or the employee’s father, mother, sister, brother, son or daughter.
 - B. Required college or university examination of the employee.
 - C. The initial college entrance of a spouse or child.
 - D. The college graduation of the employee or spouse, father, mother, sister, brother, daughter, or son.
 - E. A religious holiday.
 - F. When the employee’s sick leave is exhausted.
 - G. When other uncontrolled circumstances occur.
7. Paid personal and/or unpaid leave will not be approved for vacations or to work at a job outside of the Bellevue City School District.
8. Unused Personal Leave shall be transferred to sick Leave for each respective employee at

the end of the current school year (June 30).

9. After five (5) years of employment with the Bellevue City Schools, an employee shall be entitled to use two (2) of his/her Personal Leave days consecutively.

SECTION C

No new employee will earn or be granted personal leave during his/her probationary period. Pursuant to ORC 4117.10 (A) This provision takes precedence and supersedes ORC 3319.142.

ARTICLE XIII – PHYSICAL EXAMINATIONS

The Board agrees that if any employee is required to have a physical examination mandated by his/her employment or position with the Board, the Board will pay \$50.00 for such examination. Should the physical be specifically requested by the Board and to be conducted by a specified physician and/or health care facility, the Board of Education will pay for the entire cost of the procedure, as well as, mileage as per the current IRS rate of compensation for travel more than 25 miles from the Board office.

ARTICLE XIV – UNIFORM ALLOWANCE/TOLLS/MEDICATION

SECTION A – UNIFORM ALLOWANCE

1. MAINTENANCE, MAIL CARRIER, FOOD SERVICE AND CUSTODIANS

Maintenance, mail carrier, food service and custodial employees shall be required to wear uniforms when working while school is in session. The Board shall purchase five (5) sets of uniforms every year for each maintenance employee, food service employee and custodian to be ordered by October 1 of the school year. Each employee shall be responsible for care and cleaning of their uniforms.

A uniform is defined as one (1) shirt and one (1) pair of pants. The style of shirts may be mixed (i.e. long and short sleeves). Shorts may only be worn by building staff in the summer when school is not in session. Due to outside work, it may be appropriate for maintenance staff to wear shorts when school is in session. Shorts must be a professional length and made of a professional material, approved by the Director of Buildings and Grounds.

2. WORK BOOTS, SAFETY SHOES FOR MAINTENANCE, FOOD SERVICE AND CUSTODIANS

The Bellevue Board of Education will purchase safety shoes/boots for mechanics, maintenance, food service and custodial worker once a year. The Board will pay a maximum of \$75.00 per year. Upon presenting the Treasurer with a receipt, the employee shall be reimbursed the whole dollar amount up to \$75.00. Shoes purchased by food service employees must be similar to nurse shoes. Athletic shoes will be a taxable reimbursement.

Per Internal Revenue Code, reimbursement is taxable unless steel toe shoes/boots are purchased by maintenance or custodial employees. The receipt submitted to the Treasurer for reimbursement must show verification that shoes/boots purchased are steel toe in order to be nontaxable.

BUS DRIVER JACKETS

The Bellevue Board of Education will purchase jackets for full or part time bus drivers every three years. The Bellevue Schools will pay a maximum of \$100.00 per jacket. Jackets will bear the Bellevue City School District logo. A committee comprised of the Director of Transportation and three drivers shall provide input and select a suitable jacket with the final decision made by the Director of Transportation.

SECTION B – TOOLS AND EQUIPMENT

The Board shall determine and provide all tools and equipment needed to complete work assigned. If any employee is requested by their immediate supervisor to use his own tools in the performance of their assigned duties, the Board shall replace such tools if they are damaged, broken or stolen. If the employee brings and/or uses his own tools and equipment in performance of his job without a specific request from his immediate supervisor the Board shall not be responsible for repair or replacement of said tools.

SECTION C – MEDICATION

All personnel will receive the required training from the Director of Nursing Services before administering medication. The Board shall not require an employee to administer medication to a student if the employee objects.

ARTICLE XV – FOOD SERVICE

SECTION A – FOOD SERVICE FACILITIES

A cafeteria employee will be present when kitchen equipment and facilities are in use with the amount for wages and benefits billed by the Board of Education to the agency. This is to be offered to cafeteria employees by building classification seniority and then District classification seniority, and then the sub list. In no way will this provision preclude an agency from use of the facility.

SECTION B – SERVE SAFE TRAINING

Two cafeteria employees from each school will be certified in Serve Safe. Head Cooks and Assistant Head Cooks will be required to participate in Serve Safe certification. The training will be offered and paid for by the food service department each year. The employees will be paid to attend the training.

ARTICLE XVI – ADMISSION OF NON-RESIDENT STUDENTS FOR EMPLOYEES

Dependents of full time members of the Union may attend the Bellevue City Schools tuition free regardless of place of residence. The student is not otherwise entitled to attend school in the District unless his/her parent is an employee of the District. No student will be admitted after the first day of class nor if the student has been suspended or expelled from another school district.

ARTICLE XVII – PROFESSIONAL DEVELOPMENT PROGRAM

Each classified employee is eligible for up to 8 hours of optional paid professional development through a series of mini-seminars offered by the District. These seminars will be periodically held throughout the school year. Employees who attend the seminars will be paid their hourly

rate of pay for each verified hour of attendance at the end of the school year (no later than June 30).

The program shall be created and directed through the following committee comprised of the Director of Buildings and Grounds, the Director of Transportation and Safety, the Food Services Supervisor, the OAPSE president and two qualified members of the Union. The entire professional development program and each seminar shall be approved by the Superintendent prior to implementation. Bargaining unit members will apply for professional leave on the employee KIOSK.

ARTICLE XVIII – ADMISSION TO EVENTS

Each employee shall be issued one season pass valid for general admission for all extra-curricular events, provided the employee agrees to work (2) extra-curricular events as a ticket taker, tickets seller, on crowd control, or other duties as assigned. This seasonal pass is non-transferable and so restricted for use by the employee and/or his/her spouse.

ARTICLE XIX – LAYOFF/RECALL

SECTION A

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work the following procedure shall govern such lay-off.

SECTION B

The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, in so far as is practical, of employees who resign, retire, or otherwise vacate a position.

SECTION C

Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employees laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. However, seniority credit shall not be accrued during such a leave. Seniority shall be determined as follows in the case of identical seniority:

1. The date of the Board meeting at which the employee was hired in a regular position shall determine the length of seniority, and then by;
2. The date the employee signs his/her initial employment contract in the district, and then by;
3. The date and time of application to the district for any employment position.
4. Toss of a coin with both parties present.

SECTION D

The following classifications shall be used for the purpose of defining classification seniority in the event of the lay-off: Head Custodians, Custodians/Technology Assistant, Custodians (less than 8 hours), Bus Drivers, Van Drivers, Bus Aides/Van Aides, Special Education Aides, Library/Study Hall/Copy Room/In School Suspension Aides, Maintenance, Cafeteria Head Cooks/Assistant Head Cook, Cafeteria Workers 1-3 Hours, Cooks/Cashiers, Mail/Food Carrier, Secretaries. A comma delineates a different classification.

SECTION E

The Board of Education shall determine the classifications in which the layoff should occur and the number of employees to be laid off in that classification. For classifications of layoff, employees on 120 days probation shall be laid off before any employee in that classification employed under a contract is laid off. If any employees are to be reassigned due to a layoff, transfers shall be kept to a minimum and seniority shall be followed. The only exception to seniority shall be if a special skill is required for the position.

SECTION F

Five (5) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place, 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 advance notice of the layoff. Each notice of the layoff shall state or include the following:

- A. Reasons for the layoff or reduction.
- B. The effective date of layoffs.
- C. Statement advising the employees of his/her rights of reinstatement from the layoff.
- D. Statement advising the employees of the number of hours reduced if a reduction in the number of hours worked per day is being reduced.

The employee shall have the option to bump by seniority within that classification from which the reduction in force occurs. If unable to bump within the employee's current classification the employee may displace any employee from a previously worked classification where said employee has more classification seniority and is qualified. This action may result in a reduction in force of the employee who is displaced, if that person does not have more classification seniority in their current or previously held position than another employee. If an employees hours are reduced, they will remain on the recall list until the hours are made whole, but not increased. If an employee is on the recall list due to a partial reduction in hours and there is a position available with more hours than makes the employee whole, the position will be posted for bid. If an involuntary transfer in an employees shift occurs due to a layoff/recall the involuntarily transferred employees will have the opportunity to bid on openings in their original shift (AM or PM shifts) regardless of a recall list.

SECTION G

For each classification in which the layoff occurs, the Board shall prepare a reinstatement list. The names of all contracted employees shall be placed on a separate reinstatement list in reverse order of a layoff. Reinstatement of regular employees shall be made prior to consideration of any probationary employee(s).

SECTION H

Vacancies which occur in the classification layoff shall be offered to or declined in writing by the employee standing highest on the layoff list within seventy-two (72) hours of notification, before the next person on the list may be considered. Such notification shall be delivered through registered mail. Any employee who declines reinstatement or fails to respond to a job offer within his/her classification within seventy-two (72) hours, shall be removed from the reinstatement name list.

SECTION I

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of the layoff. If a position becomes vacant within his/her classification within a two (2) year period, he/she shall be reinstated and will retain all previous accumulated seniority and a notice of reinstatement shall be made. Seniority credit shall not accrue during the period when an employee is laid off.

SECTION J

In the event of a building closure due to the construction of new buildings, the current employees from the building being closed will be transferred to the newly constructed building. In the event of a reduction in force, the procedures in the preceding sections will be followed.

ARTICLE XX – BID PROCEDURES

SECTION A

In the event there is no one on the layoff or recall list as stated above, each permanent vacancy resulting from an opening in an existing position or newly created position will be advertised for bid by posting a notice in a conspicuous location in each building, the administration building, and the bus office. During the summer months the notice of vacancy will be sent to all employees via the Bellevue City School District e mail system. Each posted position shall remain posted for five (5) working days.

SECTION B

All postings shall include the job title, number of hours, location of assignment, rate of pay and a general description of the qualifications needed for the position.

SECTION C

All personnel are eligible to make applications. Applications shall be in writing, within five working days from the date of posting. If there are no successful bidders, other qualified employees may be considered prior to hiring a new employee.

SECTION D

Seniority shall be defined as detailed in Article XIX, Section C. In addition to classification seniority as defined in this Agreement, employees will accrue district seniority which shall be based upon total continuous service to the Bellevue City Schools.

SECTION E

In filling positions through the bid procedure, the vacancy may be filled by an employee with the most classification seniority from those who bid unless the employee is unable to meet the abilities of the job; such as meeting the pertinent State requirements (e.g., Boiler Operator's license and Bus Driver's license), the interview process, written examination and/or aptitude/ability skills test (Head Cooks, Assistant Head Cooks, Secretaries, and Maintenance only), and his/her work records as contained in the personnel file. The aptitude/ability skills test will be given to new employees or employees applying for a position in a new classification. Employees in the same classification will be given first consideration (full-time considered first – then less than full-time personnel) before employees in other departments. Then, if no one is qualified from within the School District, the Board of Education will employ an individual from outside the District subject to the restrictions above. Current employees going to a new position or a position with additional hours in the same classification will serve a thirty (30) day probationary period.

SECTION F

All newly created positions and/or vacancies, which the Board determines should be filled, shall be posted and a new person assigned or employed within 30 work days from the time of resignation or the time a position is created. However, every effort will be made to fill the position within 15 work days. All current employees accepting a position change representing a higher rate of per hour shall serve a seventy-five (75) day probationary period. An involuntary transfer would waive this probationary period. At a minimum, employees will be evaluated twice during their probationary period. At the conclusion of the probationary period, if the employee's performance is acceptable he/she shall be awarded the position with a comparable rate of pay and hours as soon as possible. If the employee's performance is not acceptable as determined by the Board, or if the employee is not satisfied with the new assignment, such employee shall be reassigned to a similar position with a comparable rate of pay and hours as soon as possible.

SECTION G

A change in an employee-initiated lateral transfer can only occur once each (9) nine months, unless the change would be for a position with a higher hourly rate of pay or increased hours of work.

SECTION H

In order to meet the staffing needs of the District, the Board may temporarily transfer an employee without regard to the job posting procedure. Such transfer could be for a period not to exceed forty-five (45) work days and could involve any employee within a classification. Any employee transferred involuntarily shall suffer no monetary loss.

The Board agrees that if an employee is directed to fill a position that normally is performed by an employee holding a higher classification, and higher rate of pay, that employee's first day shall be compensated at his/her experience level or rate for the higher classification thus recognizing all seniority pay provisions.

If any employee is requested to and does fill a position that normally is performed by an employee holding a lower classification and lower rate of pay, that employee shall receive his/her regular rate of pay while performing the work.

SECTION I

Current employees shall have first consideration for substitute work, as long as such work does not interfere with employees' normal work assignments, and be paid at the substitute pay rate.

SECTION J

All "summer jobs" shall be posted, and may be awarded to those school employees who desire summer work if specific skills that the job requires are met.

ARTICLE XXI-STUDENT TRANSPORTATION

SECTION A – REGULAR DRIVER

1. A regular driver must meet all state and local requirements, must be employed by the Board and be assigned to a regular school bus route.
2. The district reserves the right to evaluate driver's performance as necessary to meet all state requirements and/or any local ordinance that may have been violated. Such evaluation shall be completed by the Director of Transportation and/or the Administrative On Board Instructor.

SECTION B – REGULAR ROUTE

1. Regular school bus drivers shall normally be assigned the same route as they had been assigned the previous school year. Route changes may occur based upon student enrollment, school redistricting and/or closure of state, county and local highways, streets and roads.
2. If a route is changed from the previous school year, the Director of Transportation/AOBI will meet with the Union and drivers at the first work day of the year to discuss any changes. If a route is changed and results in an increase of twenty (20) minutes, the route shall be construed as a new route and re-bid under Section D, 4.
3. If during the school year a route is changed for five or more consecutive school days, the Director of Transportation/AOBI will meet with the Union and driver(s) to discuss the change(s) in contracted route times and pay adjustments.

SECTION C – BIDDING LIST FOR REGULAR DRIVERS

1. A bidding list shall be established for regular school bus drivers determined by job classification seniority, beginning on the first day as a regular driver as long as the employee has worked at least one hundred twenty work days prior to the bid.
2. A driver who has not completed all annual requirements to continue as a regular driver will not have his/her name posted on the tentative list.

SECTION D – BIDDING FOR ROUTE

1. A route may be bid by a regular route driver when a new route is created or an existing route becomes vacant (before or during the school year).
2. The employer shall post and fill all vacancies as per Article XX Bid Procedure.

3. Prior to additional routes being added, the Board will attempt and give preference to all additional hours to the current routes. In the event two (2) or more additional routes are added, all A.M. and P.M. routes will be rebid in accordance with the provisions of this Agreement.
4. In the event a new route or vacant route is changed by increasing time by at least twenty (20) minutes from initial posting, said route will be rebid and offered by seniority.
5. All new routes or vacant routes will state closest approximate time of route when placed for bid.

SECTION E – EXTRA TRIPS

All approved extra trip assignments will be made by the Transportation Supervisor. In as much as possible the following guidelines will normally be followed:

1. Extra trips will be posted at the Bus Garage and also the Board Office on Monday and assignments will normally be made by Wednesday. For those weeks that do not include Monday as a regularly scheduled day of work, the trips will be posted on Tuesday. Multiple trips can be posted at one time (i.e., all football contests for the season, etc.). If no driver bids on a trip, the Director of Transportation or designee will seek a substitute or will assign the said trip to the first available driver with the lowest hours. The driver will be paid from portal to portal.
2. Every attempt will be made to make extra trip assignments based on driver desire and availability. After March 1 of the current school year, regular drivers with the least number of accumulated hours for extra trips will be given first priority, providing they had bid on at least fifteen (15) different extra duty trips for which they are eligible to drive during the first five (5) months of the current school year. Drivers will not miss their regular route more than ten (10) times during the first two (2) weeks of school unless approved by the supervisor based on student need.
 - A. All regular drivers, including regular drivers holding other paid Bellevue City positions, shall be eligible to bid on and to be assigned to drive extra trip assignments as long as the estimated total hours worked for their regular route, other school paid positions, and/or extra trips do not exceed (45) hours in any given week. The five hours over the (40) cannot be worked during regular job hours of any other held position in the district.
 - B. The above restriction may be waived by the Director of Transportation or designee even though such trips would extend the total hours in a given week beyond forty (40) hours.
3. Extra trips necessitating the use of several buses and scheduled during the regular school day shall be assigned in the most convenient and economic way. It is

possible that the cumulative hour sheet would not be followed because of the location of departure and/or departure time. (Trip examples: elementary trips, elementary music concerts, etc.)

4. Drivers who drive for overnight trips, shall be paid for all driving time and time "on call" (on sight as requested) and be provided lodging and meals similar to the group the driver is accompanying. Drivers assigned to such trip shall submit a complete estimate of expenses to the Director of Transportation or designee prior to the trip with an accounting of said expenses for reimbursement no later than three (3) days after the trip.
5. All approved extra trips requiring the use of school vans, shall be driven by Bellevue City Schools bus certified professional drivers. All approved extra van trips that are not driven by a professional driver, shall be subject to posting and bidding to all transportation personnel. In the event that no Bellevue bus driver is available to drive the trip, the trip may be assigned by the Director of Transportation or designee to another van certified driver.

SECTION F – BUS PARKING

1. Due to security reasons, bus maintenance and State inspections, all buses will be kept at the bus garage for daily and overnight storage.

SECTION G – BUS DRIVER'S HOURS

1. All regular bus drivers with A.M. and P.M. routes shall be guaranteed a minimum of four (4) hours of employment daily. Included in this four hour guarantee each regular driver shall have 3 ½ hours of driving time and thirty (30) minutes of time allocated for pre-trip inspection, warm-up, clean-up, fueling, and/or any other non-driving duties associated with transportation. This same 30 minute allocation shall also pertain to any driver with only an A.M. and/or P.M. route. Extra trips which are made during the regular school day or trips held immediately before or after regular school routes of a short duration (less than 30 minutes) and/or as determined by the Director of Transportation to be of a short duration, will be compensated for fifteen (15) minutes for pre-trip inspection, warm-up, clean-up, fueling and or other non-driving duties associated with transportation.
2. All hours worked over the four (4) hour guarantee (including warm-up, clean up and any other non-driving duties) shall be paid at the driver's regular or appropriate rate of pay.
3. Bus drivers will time sheet their routes for the first fifteen (15) student days, or more if deemed appropriate by the Transportation Supervisor, of the school year for purposes of a change in route times. When a driver has documented on a time sheet more than fifteen (15) minutes above or below a driver's regular daily contracted route time for a minimum of five days in a row, the driver's time will be adjusted accordingly on the next payroll.

SECTION H – MULTIPLE CALENDARS

When a driver works on more than one school calendar as assigned, the driver will be paid on the Bellevue School Calendar and pay scale(s). Drivers assigned to routes whose school(s) (other than Bellevue) are not in session, shall record actual hours worked. Drivers shall further record hours worked on days when such school(s) are in session and the Bellevue Schools are not in session. At the end of each pay period, those drivers identified above shall have their pay adjusted to reflect any increase or decrease as a result of the actual hours worked.

SECTION I – ON BOARD INSTRUCTION-RECERTIFICATION

Regular route Onboard Bus Instructors will be given first consideration for training unless a conflict in scheduling occurs which causes undue time delays or for other reasons as determined by the Director of Transportation. In these instances, substitute Onboard Instructors will be used. Onboard instructors will be paid a maximum of two hundred fifty dollars (\$250.00) per trainee.

When a driver is required to be recertified and attend a class, the driver will be paid at the driver's current bus driver scale for all hours of attendance. A driver who holds a second job within the School District shall not be paid for any hours not worked in the second position because of attendance at a recertification class. The Administrative On Board instructor shall be solely responsible for approval and training of a bus driver's six-year recertification.

SECTION J – ADVANCE TRAINING

Once a year, up to four (4) regular driver's needing re-certification will be sent to Advanced Training with the expense of training (cost of training program, meals, mileage and lodging) to be paid by the Board of Education. Drivers who receive advanced training will be compensated at a rate of an additional \$.25 per hour more than listed on the negotiated salary schedule.

SECTION K

Additional route time needed to transport in-town elementary students to or from a building for both AM and PM will be first assigned to those drivers not meeting the minimum 4 hour guarantee. If drivers are still needed, the driver with the highest seniority on the most direct route to or from the in-town building(s) will be assigned the additional time by the Director of Transportation or designee.

SECTION L – ALCOHOL AND DRUG TESTING PROGRAM

The following establishes the guidelines and policies as relating to Bus Drivers, Van Drivers, Board-Owned Vehicle Drivers, Bus Aides, and other Employees holding CDL Licensing being tested for alcohol and drugs as follows:

1. The Bellevue City School District will pay for required alcohol and drug testing expenses except for the following:
 - a. Return-to-duty testing
 - b. Re-evaluation and follow-up testing
 - c. Counseling and any rehabilitation required by the substance abuse professional (SAP)

2. Any Commercial Driver License holder required to show up on off duty hours will receive a minimum of one hour for time involved in testing. The time will be paid at his or her regular hourly rate.
3. Random testing shall take place one-hour prior to or one-hour after performing safety sensitive functions.
4. If positive test results are obtained under reasonable suspicion testing, there shall be no compensation for testing time.
5. On the first occurrence that an employee's test is positive for alcohol (at .04 and beyond) and/or drugs, the employee shall be required to attend a rehabilitation treatment program (Employee Assistance Program). The cost of the program shall be at the expense of the employee. The employee shall be afforded his/her sick leave and/or medical unpaid leave at his/her request.
6. Test results shall be released to the employee.
7. Should a driver/employee be required to submit to an alcohol test and an independent administrator is not available, local law enforcement officials will be contacted to administer the test. If a driver/employee's alcohol test results in a reading between .02 and .039, the employee shall receive a written reprimand and an immediate twenty-four (24) hour unpaid suspension, or until the employee passes a return to duty test, whichever is longer. An employee having an alcohol concentration of .04 or greater shall be relieved of duty without pay until they have been evaluated by a substance abuse professional, completed any rehabilitation required by the substance-abuse professional and passes a return to duty test.
8. Consequences for violation of the DOT/FHWA Alcohol and Substance Regulations will be enforced. Any employee who refuses to take a required test is deemed to have failed the test. The failure to provide adequate breath for testing without a valid medical reason; engaging in conduct that clearly obstructs the testing process, failure to sign the alcohol testing form; refusal to cooperate in the controlled substance testing process and leaving the scene of the accident before post-accident testing is performed (except when necessary for medical treatment) also constitutes a refusal to submit to a test.
9. Any Commercial Driver License Holder using a prescribed medication that a physician states will not adversely affect his/her driving but could cause a positive test result will provide written notification from a licensed physician to be kept on file in the Board of Education Office.

SECTION M – VIDEO CAMERAS ON BUSES

The Bellevue Board of Education and O.A.P.S.E. Local 612 agree to the need for placement of video cameras on school buses. School buses that are retained as property of the Bellevue City Schools, shall be equipped with a functioning video/audio camera for the taping of a substantial number of school bus occupants.

The purpose of this placement shall be to monitor and enforce reasonable student discipline expectations and provide a support system to existing bus drivers to assist to alleviate and correct inappropriate school conduct. All video tapes are confidential student records and shall be subject to all applicable restrictions to and use of such records, unless access to, or use of, such records are otherwise permitted by law.

Placement of the cameras shall be in all the buses as assigned by the Transportation Supervisor. All drivers shall be notified in advance of the camera being placed on his/her bus and defective cameras shall be replaced in a reasonable time.

ARTICLE XXII-HOURS OF WORK

SECTION A

All employee contracts and salary notices will indicate the number of scheduled days of work, number of hours per day, and the rate of pay.

SECTION B

When school is not in session, all custodial employees will work their regularly assigned shift unless notified by the Director of Buildings and Grounds.

SECTION C

In as much as it is possible, if the number of hours for a given work assignment is increased, the time will first be allocated to current employees.

SECTION D

The daily work schedule for all classified employees is closely aligned with the particular duties of each employee and shall be so specified as per Section A, Article XXII. The time schedule for arrival and departure of employees may fluctuate from year to year. Therefore, the schedule will be included in each set of regulations presented prior to the opening of the particular school year by the employee's immediate supervisor. The standard work week will be Monday through Friday. Twelve (12) month employees will be guaranteed the average number of work days for the preceding seven (7) years to determine the number of paid days for each year. Every two (2) years the seven (7) year average will be adjusted to reflect any changes. On occasion, with the input of the Superintendent, an individual employee and a building administrator or supervisor may agree to alter the required starting and/or ending time of an employee's work day. Such occasional flexibility in an employee's work day shall be administered in a manner which is neither arbitrary or capricious.

SECTION E – RELIEF TIME

Except for Bus Drivers, employees assigned to work more than six (6) hours daily shall be allowed two (2) relief periods daily with the relief periods not to exceed fifteen (15) minutes in duration. One fifteen (15) minute relief period may be taken during the afternoon work period. Employee's working six (6) hours, but no less than four (4) hours daily, shall be allowed one relief period daily. The one fifteen minute relief period should not occur until at least one-half (1/2) of the daily assigned work hours have been completed.

SECTION F – LUNCH PERIODS

A daily one (1) hour or one-half (1/2) hour non-paid duty-free lunch shall be provided for employees working six or more hours daily. The supervisor and/or principal and the employee shall choose the duration and the time of the lunch period per day {either one-half (1/2) hour or one (1) hour}.

SECTION H – FLEX TIME

Employees shall have flex times of thirty (30) minutes per day when needed. This time may be taken at the end of the day or with the regular lunch hour. Flex time usage must be approved by the employee's supervisor and/or principal.

SECTION I - CALAMITY DAYS

The first five (5) calamity, or as the state mandates, days are in "paid" status and these paid status hours count towards the forty (40) hours calculation for overtime. Days that school is cancelled that are not qualified for calamity status (example: bomb threat) or calamity days in excess of three days, are not construed as being in "paid" status and any such hours do not count towards the forty (40) hours calculation for overtime.

All employees directed and required to report for work on a calamity day shall be paid at the rate of two (2) times the employees' regular rate of pay. In the event that an employee that is directed to report to work on a calamity day cannot report to work because of weather or other conditions, then said directed employee shall notify the Director of Building and Grounds/designee at least sixty (60) minutes prior to the employee's starting time.

SECTION J – CALL-IN-PAY

Employees assigned to work at times such that they must return on the job site, shall be compensated for no less than one hour. Said employees shall work at their assigned location and perform duties assigned for the entire period of time for which they are compensated. Employees called in as a result of an emergency situation, not including routine building inspections for heat and security, shall receive a minimum of 2 hours overtime pay.

SECTION K – OVERTIME

All work performed on Saturdays and Sundays will be at the rate of time and one-half (1 ½ times) only pertains to those individuals that normally work 8 hours per day, 40 hours per week. Bus drivers do not receive 1 ½ times pay for bus trips on Saturday or Sunday.

In lieu of pay, an employee working overtime may request that they be given credit in the form of compensatory time off of work. Employees may be allowed to accumulate a maximum of 16 hours of compensatory time per year.

Compensatory time may only be used with the approval of the employee's immediate supervisor. Compensatory time off must be requested in writing with a minimum of 48 hours notice.

Accumulated hours will be carried over into the next contract year.

Overtime shall be assigned by the Administrator/Supervisor with the approval of the Superintendent.

SECTION L – HOURLY STIPEND FOR CLASS SUPERVISION

Should a classified employee be directed by the building principal or designee to cover an instructional period for a teacher, said employee is entitled to a \$2.00 per hour stipend for the performance of duties for that specified period of time and shall submit a time sheet for the period of time worked.

SECTION M – CUSTODIAL ABSENCE

When a custodian is absent from work on a student day and no substitute is available to work for the absent custodian, the Director of Building and Grounds may schedule and direct the custodian to report to work after the custodian's scheduled shift to prepare the building for the next student day. Hours worked under this subsection shall be paid at the rate of one and one-half (1 ½ times) the custodian's hourly rate.

SECTION N – DELAYS

Employees in the classification of bus drivers, food service and custodial/maintenance reporting to work at their schedule time on a delay before the delay is called will be paid two hours. For payment, time sheet must be submitted and authorized by Supervisor.

SECTION O – MEETINGS

Employees who work in more than one classification may not miss work in one classification to attend a meeting pertaining to a different classification unless authorized by the Superintendent.

ARTICLE XXIII-SICK LEAVE

SECTION A

Each full time (8 hours per day) person employed by the Board shall be entitled to (15) days sick leave with pay for each completed year of service, which shall be credited at the rate of 1.25 days per month up to a maximum of two hundred thirty five (235) days. Each person employed less than full time (less than 8 hours per day) shall be entitled to sick leave hours calculated at the rate of four (4) and six tenths (6/10) hours for each completed eighty (80) hours of service, excluding overtime hours worked. Hours shall be credited up to a maximum of 1,762.5 hours. These changes in calculating sick leave by hours will also affect how severance is calculated, hourly and by the day.

SECTION B

Employees may use sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. For purposes herein the term "immediate family" shall mean spouse, children, parents, grandparents, siblings, grandchildren, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other relatives or dependents residing in the same household.

1. Employees will apply for sick leave on the employee KIOSK.
2. Accumulated Sick Leave Credit shall be deducted upon use in terms of full (1), half (1/2), and quarter (1/4) days and by hours for less than full time (less than 8 hours per day) employees.

SECTION C

Any accumulated Sick Leave for a person separated from any other Ohio Public Service shall be transferred to Bellevue Schools. All classified employees shall be entitled to Sick Leave at their daily rate of pay. Previously accumulated sick leave transferred to the district will be pro-rated if leave was earned at a part-time status.

SECTION D

If Sick Leave is taken and medical attention was required, the Superintendent or designee may request a signed statement to justify the use of sick leave or statement from a physician validating that they are physically able to resume their duties on a full time basis.

SECTION E

Sick Leave may also be used up to four (4) days annually for death or critical illness of a relative who does not fall within the definition of immediate family.

SECTION F

Employees who use more than three (3) consecutive sick days or more than (7) sick days in one thirty (30) day period may be required to submit a physician's excuse.

SECTION G – CONVERSION OF UNUSED SICK LEAVE

1. At the end of the current school year (June 30) employees may convert all sick leave earned and not used during the current year (July 1 – June 30) in accordance with the following scale.
2. Daily conversion rate is based on current year's base pay rate (excluding overtime, extra trips or supplemental pay such as Boiler Fireman – Head Custodian, etc.)
3. Employees shall submit their request to convert unused sick leave (including transferred personal leave) in writing to the Treasurer by August 15 of each respective year. Employees shall receive this compensation as a lump sum payment (by separate check) by September 15 of each year. Such compensation shall not be subject to SERS contributions and shall not be reported to the retirement system as part of the employee's annual compensation. Federal and State taxes will be calculated at the rate listed on the employee's annual compensation. Federal and State taxes will be calculated at the rate listed on the employees W-4 unless a higher rate is specifically requested in writing by an employee.
4. All unused Sick Leave Days used in conversion shall be forfeited and may not be restored at a future day.
5. Years of experience shall mean years of actual work and will not include any years which have been "allowed" for salary purposes.
6. Employees may submit a one-time increase of their annuity (403B or 457) through payroll deduction for the one payroll of sick leave buy with an immediate change back to regular payroll deduction amount after the payroll for sick leave buy.

DAYS OF UNUSED SICK LEAVE AS OF JULY 1									
Years of experience		60 to 79.9	80 to 99.9	100 to 119.9	120 to 139.9	140 to 159.9	160 to 179.9	180 to 199.9	200 or more
	9.0-11.9	22%	24%	26%	28%	30%	32%	34%	36%
	12.0-14.9	24%	26%	28%	30%	32%	34%	36%	38%
	15.0-17.9	26%	28%	30%	32%	34%	36%	38%	40%
	18.0-20.9	28%	30%	32%	34%	36%	38%	40%	42%
	21-23.9	30%	32%	34%	36%	38%	40%	42%	44%
	24.0-26.9	32%	34%	36%	38%	40%	42%	44%	46%
	17.0-29.9	34%	36%	38%	40%	42%	44%	46%	48%
	30 or more	36%	38%	40%	42%	44%	46%	48%	50%

SECTION H – Sick Leave Bank

1. Purpose

The primary purpose of a sick leave bank policy is to protect a classified employee against loss of pay.

In emergency situations that arise after the use of all accumulated sick leave days stated above, an employee shall request from the Superintendent an advance of sick leave days, not to exceed five (5) days from the upcoming year or during the current school year if the advance is requested after the school year has begun. The employee will be required to credit any accrued sick leave back to the district immediately if they have accepted an advance in sick leave days. This advance may be granted at the Superintendent's discretion. However, any actions made by the Superintendent would not set precedent for future requests or advances.

In the event an employee who has received an advance leaves the school system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.

Employees who have exhausted their accumulated sick leave including any advances, may petition through written application the Labor and Management Committee for review and consideration of sick leave days donated from other employees.

2. Implementation

Each year, during the month of September, each bargaining unit member who has a minimum of thirty (30) accumulated sick days may donate up to a maximum of three (3) days per year to the Sick Leave Bank by completing the Sick Leave Donation Form (Exhibit D) and sending this form to the OAPSE Local President by September 15th. For only the 2006-07 school year, the month of November will be designated as the time donations can be made, with the deadline of November 15th.

- a. Donated days will accumulate in the Sick Leave Bank
- b. Donated days will remain in the Sick Leave Bank until used

A bargaining unit member may use the Sick Leave Bank if he/she has met all of the following criteria.

- a. All of his/her sick leave accumulation has been exhausted
- b. He/she has contributed at least one (1) day of his/her own sick leave to the Sick Leave Bank
- c. His/her absence is due to catastrophic personal or immediate family illness or accident or long term illness, etc.
- d. The bargaining unit member has completed the Sick Leave Bank Benefit Request Form 0.)

A bargaining unit member is NOT eligible for use of the Sick Leave Bank if:

- a. They have not donated to the Sick Leave Bank
- b. The surgery and/or procedure is elective
- c. The specific injury or illness does not exceed thirty (30) days
- d. The bargaining unit member is eligible for Workers' Compensation, SERS Disability or a personally purchased disability plan, when applicable
- e. They have been employed in the school district for less than three (3) academic years
- f. They have abused their accrued sick leave, based upon the understanding and discretion of the Labor and Management Committee and the Superintendent
- g. The denial of a request for use of the Sick Leave Bank is not grievable under Article IX (Grievance Procedure)

In the case of a bargaining unit member who has been approved to participate in the Sick Leave Bank, days shall be granted in five (5) day increments up to thirty (30) days based upon approval from the Labor and Management Committee. After the initial thirty (30) days have been used the bargaining unit member may re-apply for additional days.

If an employee is given days from the sick leave bank and does not use all of the days, the remaining days will be returned to the sick leave bank.

When a bargaining unit member has been approved for SERS disability retirement or for private disability insurance benefits during the thirty (30) day Sick Leave Bank period, he/she must immediately utilize such benefits and Sick Leave Bank benefits shall cease.

ARTICLE XXIV – SEVERANCE PAY

SECTION A

An employee may elect, at his/her time of retirement, to be paid severance pay in accordance with the formula listed below, times the employee's per diem rate of pay as listed on the employee's annual salary notice for the last day of service.

1. Twenty-five percent (25%) of the first one hundred twenty (120) days of accumulated Sick Leave or any part thereof.
2. Thirty-three and one-third percent (33 1/3%) of all accumulated Sick Leave in excess of one hundred twenty (120) days and up to one hundred eighty (180) days, provided the employee has been employed by the Bellevue Board of Education for at least ten (10) years and the effective date of retirement is at the completion of the employee's current annual salary notice or if the retirement is necessitated by health or disability reasons (physician's verification required).
3. Fifty-five percent (55%) of all accumulated Sick Leave exceeding one hundred eighty (180) days provided the employee has been employed by the Bellevue Board of Education for at least fifteen (15) years and the effective date of retirement is at the completion of the employee's current annual salary notice or if the employee's retirement is necessitated by health or disability reasons (physician's verification required).
4. Such payment eliminates all Sick Leave credit previously accrued, but unused by the employee.
5. Death Benefits – upon the death of an employee, the employee's severance pay shall be paid to the employee's estate or to any other beneficiary designated by the employee.

SECTION B – ELIGIBILITY

To be eligible for severance pay the employee must:

1. Have been an employee of the State, a political sub division, or a combination thereof, for at least eight (8) years.
2. Apply to the retirement system, as evidenced by the receipt of the retirement form in the Board of Education's Treasurer's Office, within one hundred twenty (120) days after the last day of service.
3. Be a regular employee of the Bellevue School District. A regular employee is defined to mean for purposes of this Article an employee other than a substitute employee.

SECTION C

Retirement is defined as when an employee leaves the Bellevue City Schools and is qualified to receive benefits from the Public School Employee Retirement System based on contributions to the retirement system and those of the Board of Education.

SECTION D

Payment will be made to the employee in one lump sum as part of his/her first check from the school system after the employee's regular contract is paid in full. If payment falls in the same calendar year as retirement date, employees may tax shelter up to the IRS maximum amount with any district approved 457 or 403B annuity provider. In order to be able to tax shelter, all paperwork must be completed before retirement date.

ARTICLE XXV – LEAVES OF ABSENCE (UNPAID)

SECTION A

A leave of absence for up to one year shall be granted by the Board of Education to members of the bargaining unit for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Maternity/paternity/adoption
4. Military service

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:

1. Education or professional purposes
2. Election to political or professional office
3. Unusual personal consideration

An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability an employee shall also attach a doctor's statement. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability subject to the provisions of the grievance procedure.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on a leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than thirty (30) days prior to the commencement of the employee's calendar work year.

Upon return from a leave of absence, an employee shall resume the contract status held prior to such leave and will be returned to position for which he/she is qualified. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Employee(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

1. The accrual of sick leave
2. The accrual of personal leave
3. Payment of calamity day(s)

Contingent upon the procedure established by the insurance company(ies) providing the specific coverage, and employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pay the premium(s) for said coverage no later than the first day of each month. The premium specifically pertains to paying the employee and the employer shares.

SECTION B

1. **OAPSE CONFERENCE**-The Board agrees to permit duly elected delegates of OAPSE Local #612 a leave of up to six (6) days to attend the OAPSE Annual Conference with continuity of salary. Bargaining unit members will apply for association leave on the employee KIOSK.
 - a. Duly elected delegates will be the President of Bellevue OAPSE Local #612 or his/her representative, or members holding District or State offices and/or conference delegates elected by OAPSE Local #612 membership.
 - b. All conference expenses to include reimbursement for substitutes as determined by the Superintendent or designee will be the responsibility of OAPSE Local #612.
 - c. The Board will pay for the first three (3) substitute days and OAPSE Local #612 will pay the remaining.
 - d. Requests for attendance should be made in writing to the Superintendent ten (10) working days prior to the conference.
 - e. No more than two (2) employees shall be absent for such meeting on a given day.

2. **DISTRICT DAY** – In the event school is in session or an employee is assigned to work on a day school is not in session on the day of an OAPSE District Day, the Board will grant one OAPSE Local #612 dues paying member, from each category, listed in Article III, Section B (maximum three employees), to attend provided:
 - a. For each employee request, under conditions for utilizing personal leave, a personal leave day for attendance at the OAPSE District Day.
 - b. All “District Day” expenses will be the responsibility of OAPSE Local #612. The Board will provide the necessary substitutes. OAPSE #612 will provide the necessary reimbursement for substitutes.

3. **LEAVE OF ABSENCE FOR ASSOCIATION DUTIES** – Upon the request of the employee and as approved in writing by the President of the Union, the Board may grant, which permission shall not be unreasonably withheld, an unpaid leave of absence to one (1) employee who is a State OAPSE officer, one (1) employee who is district officer and one (1) duly elected delegate.
 - a. The leaves of absence shall not exceed five (5) consecutive working days and such leaves shall be limited to fifteen (15) working days per year.
 - b. All requests for leaves of absence shall be directed to the Board and shall be made at least (10) days in advance of the commencement of the leave except in case of emergency, which in said event, the request of leave must be submitted in writing within seventy-two (72) hours of commencement of leave.
 - c. The Union shall pay the Board, within thirty (30) days of billing by the school Treasurer, all wages and benefits for the employee permitted to leave.

SECTION D – JURY DUTY/COURT LEAVE

In the event the employee is notified to appear, for duty/court leave, he/she shall apply for jury duty/court leave on the employee KIOSK. Such absence shall not be chargeable to either Sick Leave or Personal Leave. The employee shall receive his/her regular pay during the time he/she is required to serve as a juror. Upon return from jury duty the said employee shall remit payment received from the courts to the Treasurer. If an employee is subpoenaed to testify or be a witness as a result of an incident which occurs during a time while they are being compensated by the Board, they shall be compensated during such released time at their normal wages.

SECTION E – ASSAULT LEAVE

The Board shall grant paid leave for injuries resulting in an employee's total, temporary physical disability from a physical attack when the employee is performing his/her contractual or assigned duties. The employee will be maintained in full pay status during the period of absence or assault leave. However, the employee may accumulate sick leave during this period of assault leave. To be entitled to compensation for assault leave the employee must do the following:

1. A certificate must be furnished by a physician stating the nature of the disability and the period of total, temporary physical disability; and,
2. File a written report with the Superintendent within one (1) day, or as soon as a physician deems physically possible, stating the facts, identifying the assailant, and stating the names and addresses of all witnesses; and,
3. File a criminal complaint against the person who committed the assault and cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant; and,
4. In the event the case comes to trial, be ready, able, and willing to testify as to the facts of the assault and against the person who committed the assault, without loss of pay.
5. In the event the employee drops the case or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, he/she forfeits the assault leave pay;
6. Assault leave, in no event shall exceed thirty (30) working days. Thereafter, the employee must use sick leave for the remainder of his/her total, temporary physical disability;
- 7.

Assault leave pay will be paid upon the conclusion of the criminal proceedings or one year after the assault. If the assault leave is forfeited or not earned, by conforming with the six prime conditions, the employee must then take sick leave in lieu of assault leave.

ARTICLE XXVI-FEDERAL FAMILY MEDICAL LEAVE ACT, MILITARY LEAVE

An employee, employed no less than half-time for at least twelve hundred and fifty (1250) hours, with at least twelve (12) months of service in the Bellevue City Schools shall be granted up to twelve (12) weeks of unpaid family medical leave during each fiscal year period for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a spouse, son, daughter, guardian, parent of the employee's family, or any dependent child residing in the employee's house; and, 4) the employee's own serious health

condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

- A. The employee shall apply in writing to the Superintendent or his/her designee not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves: a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's insurance coverage (medical, dental, vision, and life insurances) during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

ARTICLE XXVII – VACATIONS

SECTION A

An employee who is paid more than two hundred thirty-five (235) days per contract year shall receive paid vacation days as listed on the schedule below and upon completion of their contracted year as stated on the schedule.

SECTION B

Individual classified eligible employees who have less than one year of service with the Bellevue City Schools will receive their vacation on a pro-rated basis.

Years of Completed Service to District	Days of Paid Vacation
1-5	10
6	11
7	12
8	13
9	14
10-11	15
12-13	16
14-15	18
16-17	19
18-19	20
20+	21

SECTION C

The vacations shall be subject to the approval of the Supervisor in cases of conflicts with special events, work load requirements, or more than one employee per classification requesting vacation at the same time. Time lines may be waived in cases of emergencies.

1. Requests shall be filed in advance using the following time lines:
 - 1 day – 1 day written or verbal notice
 - 2 days – 1 week written notice
 - 3 or more days of vacation – 2 week written notice

Bargaining unit members will apply for vacation on the employee KIOSK.

SECTION D

Employees may carryover up to ten days of vacation. This section takes precedence and supersedes ORC 3319.084.

ARTICLE XXVIII – PAID HOLIDAYS

SECTION A

All employees shall receive regular compensation on the holidays listed below, provided the day falls within their contracted work year and the employee is in pay status the last regularly scheduled work day preceding and following the holiday:

- New Year’s Day
- Martin Luther King Day
- President’s Day (only when part of approved school calendar)
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Christmas Eve (One day of compensation and release of duty for 12 month employees only)

SECTION B

Any employee assigned to work on one of the above enumerated holidays shall receive holiday pay, plus compensation at 1 ½ times his/her regular rate of pay for the actual time worked.

ARTICLE XXIX – INSURANCE PROGRAM

To the extent the law changes, health insurance benefits will follow the law.

SECTION A - Health Insurance

The Bellevue Board of Education will maintain a group medical insurance plan for all employees. The health insurance plan will include a choice between two prescription drug plans. These plans will be offered to classified employees of the Bellevue City Schools on a voluntary basis.

Benefit Plan Descriptions:

- b. Health insurance and prescription plans are as attached.

Definitions:

Adult Wellness: See outline of coverage in negotiated agreement or specifics can be found in the insurance certificate of coverage.

Copay: The dollar amount established by your chosen plan that you pay to a provider for certain covered services at the time of the service. Any copay you make or services paid at 100% do not count towards your deductible, coinsurance, or out-of-pocket maximum.

Coinsurance: The amount each covered person must pay, after meeting their deductible requirement, on insured services. This does not refer to the payment amount by another carrier or coordination of benefits.

Deductible: The amount each covered person must pay for services. Once your deductible has been satisfied, you are responsible for the percentage of coinsurance on insured services.

EOB: Explanation of Benefits refers to the written statement an employee receives from the insurance company showing the services charged, paid and owed.

HESE: Huron-Erie School Employee Insurance Association (HESE) is comprised of certified and classified employees from approximately thirteen (13) member schools with Bellevue being represented by the Superintendent as a voting member.

HIPAA: Stands for Health Insurance Portability Accountability Act of 1996. The act is intended to provide protection from pre-existing condition limitations for employees and their dependents when moving from job to job. HIPAA prohibits discrimination in enrollment and premiums against employees and dependents based on health status.

Network: A hospital or other facility that is included in a limited panel of providers as designated by Medical Mutual of Ohio and for which the greatest benefit will be payable when one of these Providers is used.

Non-network: A hospital or other facility provider that is not designated by Medical Mutual of Ohio as a Network provider.

Out-of-Pocket Maximum: The combined amount paid for deductible and coinsurance.

The Board will pay during the life of the contract, the following premium costs for medical, dental and vision insurance for all full-time employees which reflects the following:

Medical Insurance Plan – 85% of the premium costs based on the base coverage of Health and the "Red" Prescription Drug Plan. If employee chooses the "White" Prescription Drug Plan or the "Current Plan", the employee pays 100% of the difference from the "Red" Plan premium.

Table 1- Board of Education Obligation for Insurance for Full-Time Employees

Dental Board Premium Obligation Per Month	\$60
Vision Board Premium Obligation Per Month	\$ 8 Single
	\$18 Family
AFSCME Drug	\$ 9.50 Single/Family

Premiums above the board's dental, vision and AFSCME drug obligation will be split 50% paid by the Board, 50% paid by the employee.

Health + "Red" Prescription Drug Board Premium Obligation Per Month 85%

This percentage is based on the "Red" Prescription Drug Plan. If employee chooses the "White" Prescription Drug Plan, the employee pays 100% of the difference from the "Red" Plan.

Health + "White" Prescription Drug Plan Board Premium Obligation Per Month

85% of the Health + "Red" Prescription Drug Plan, the employee pays 100% of the difference from the "Red" Plan Premium.

SECTION B - Part Time Employees Insurance

Part-time employees may share in the insurance program as indicated by the following schedules.

Table 2 – Board of Education Obligation for Insurance for Part-Time Employees

<u>Number of Paid Hours Per Day</u>	<u>Percentage of Premium Paid by Board</u>
6.5 - 8 hours	As listed in Table 1 = 85% of Health + "Red" Drug Plan
5.5 - 6 hours 29 minutes	70% of Health + "Red" Drug Plan
4.5 - 5 hours 29 minutes	60% of Health + "Red" Drug Plan
3.5 - 4 hours 29 minutes	10% of Health + "Red" Drug Plan
Less than 3.5 hours	0%

Section C - Open Enrollment Period

Any employee, whether new or currently employed, may apply during each September for coverage under the hospitalization, dental, vision or AFSCME prescription plan beginning October 1 for the respective year and will have a waiting period not to exceed thirty (30) days for commencement of coverage. Furthermore, any employee who involuntarily loses other coverage may enroll at any time or as required by HIPAA.

Section D - Working Spouse Coverage

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than September 1, 2007.

This requirement **does not apply** to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after September 1, 2007. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage's sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.**

SECTION E - Payment in Lieu of Insurance

In addition to the regular plan, the Board will compensate employees who elect not to participate in this insurance coverage to receive one thousand five hundred dollars (\$1,500.00) in lieu of participating in the group hospitalization program. Compensation for such non-participation shall be issued to an employee (by separate check). Payment in August will be made by the last calendar day of August and will cover the non-participation period of March through August. Payment in February will be made by the last calendar day of February and will cover the non-participation period of September through February. The in lieu of payment amount will be pro-rated if employee is enrolled in insurance any of the months of the non-participation period. The in lieu of payment will be the same percentage portion of the total as the percentage of premium paid by the board according to the table found in B. Table 2 in Section B refers to Health + "Red" Prescription Drug Plan, not "Current Plan". If an employee works less than five (5) days per week, the in lieu of percentage will be based on the percentage of hours or days worked in a forty (40) hour or five (5) day work week. If spouse of employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.

SECTION F - Insurance Committee

OAPSE and the Board shall establish an Insurance Committee that will meet on an annual basis, as often as needed, to discuss, receive updates, regulate costs and to study existing insurance and programs.

SECTION G – DENTAL INSURANCE

The Board shall provide single or family (whichever is applicable) dental insurance coverage for each employee. The dental benefits provided shall be equal to or exceed the following specifications:

1. Payment based on a percentage of reasonable and customary fees charged by a dentist:
CLASS I - Preventative and Diagnostic 100%
CLASS II – Basic Restorative 80%
CLASS III – Major Restorative 60%
CLASS IV – Orthodontia 60%
2. A calendar year maximum for all CLASS I, II, and III expenses of \$1,000.00 per person.
3. A lifetime maximum for CLASS IV (Orthodontia) expenses of \$1,500.00 per person.
4. An individual deductible per calendar year of \$25.00 for CLASSES II and III.
5. A family deductible per calendar year of \$50.00 for CLASSES II and III.
6. When both husband and wife are employees of the Board, only one will be eligible to enroll in the dental insurance program.

Part-time employees may share in the dental insurance program by paying a salary deduction of an amount according to the information shown in B. under the Health + “Red” Prescription Drug table.

Employees may elect to receive twenty percent (20%) of the current premium in lieu of participating in this coverage. The husband/wife exclusion noted in the preceding paragraph shall not apply to this payment. Part-time employees may receive payment in lieu of insurance. The in lieu of payment will be the same percentage portion of the total as the percentage of premium paid by the board according to the Health + “Red” Prescription Drug table found in B. Open enrollment for dental insurance is the month of September with an effective date of October 1st. If spouse of employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.

SECTION H – VISION INSURANCE

The benefits provided shall equal or exceed the following specifications:

- Examinations once every 12 months
- Lenses once every 12 months
- Frames once every 24 months
- Deductibles: \$12.50 on lenses and frames; \$7.50 on exams

Employees may elect to receive twenty percent (20%) of the current premium in lieu of participating in this coverage. Open enrollment for vision insurance is the month of September with an effective date of October 1. If spouse of employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.

SECTION I – LIFE INSURANCE

The Board will provide each employee with a group term life insurance policy at the Board expense provided the employee works a minimum of ten (10) hours per week. The face value of the policy shall equal the employee's annual salary as of October 1 (exclusive of extra-curricular pay) rounded to the next highest thousand-dollar amount.

Part-time employees may share in the insurance program by requesting a salary deduction of an amount equal to the different between the premium cost and the Board of Education obligation. The Board's obligation shall be equal to the percentage of full-time duty shown on the employee's contract.

SECTION J – PRESCRIPTION (AFSCME Plan)

Board pays 100% of Maximum Premiums for all employees under monetary cap. Part-time employees may share in the prescription (AFSCME) insurance program by paying a salary deduction of an amount according to the information shown in B. under the Health + "Red" Prescription Drug table.

Summary of Benefits for you and your dependents:

Prescription Benefit:

- Percentage Payable: 90% of the amount of covered expense incurred
- Maximum Amount: \$500 per insured person per calendar year

Medical Expense - the policy will pay benefits for necessary medical expenses incurred by you or your dependents, as a result of bodily injury or sickness, while insured under this policy, including coverage for medically diagnosed congenital defects and birth abnormalities. The benefits are described below and payment will be limited to the amounts shown in the Summary of Benefits.

Prescription Benefit – If you or your dependent incurs expense during any calendar year for (1) federal legend or state controlled drugs or medicines which under Federal or State Law may be dispensed only upon the written prescription of a doctor or (2) insulin upon the written prescription of a doctor, we will pay benefits at the Percentage Payable rate up to the Maximum Amount.

The plan DOES NOT pay benefits for or on account of:

1. Drugs or medicines dispensed while confined in a hospital, extended care facility, rest home, nursing home, sanitarium, psychiatric facility, or other similar institution
2. Beauty aids, cosmetics and dietary supplements
3. Professional charges for the administration or injection of drugs and medicines
4. Contraceptive drugs or medicines, and charges for therapeutic devices or appliances as hypodermic needles, syringes, support garments, and other non-medical substances
5. All drugs or medicines to the extent provided under (a) any other Group Plan, including any Union or Association Welfare Plan, or (b) any governmental plan or law under which you or your dependent is entitled to coverage, whether or not he has elected such coverage
6. Any drugs or medicines which, when taken or used in accordance with directions of the prescribing doctor, are made available in sufficient quantity to provide more than a 34-day supply without the necessity for a refill.

Open enrollment for prescription coverage is the month of September with an effective date of October 1.

Medical Expense Benefits Exclusions:

The plan DOES NOT pay benefits for:

1. Any injury or sickness for which the insured person is not under the regular care of a doctor
2. Eye Refractions
3. Any injury or sickness covered by any workmen's compensation or occupational disease law
4. Any injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit, or gain
5. Any supplies or services for which you are not required to pay, which are furnished by or payable under any plan or law of any Government or furnished by a County, Parish, or Municipal hospital where there is no legal requirement to pay for such supplies or services.

Definitions

1. "Calendar Year" means the period of 12 consecutive months beginning the first day of each January.
2. "Medicare Plan" means the basic hospital portion and voluntary supplemental medical portion of U.S. Public Law 89-97, "Health Insurance for the Ages Act, "including any future amendments.
3. "Hospital" means an institution which (1) has permanent, full time facilities for bed care for five or more resident patients, (2) has a doctor in a regular attendance, (3) provides 24 hours a day service by Registered Nurses, (4) primarily provides diagnostic and therapeutic facilities for the medical and surgical care of patients, (5) is not a rest home, convalescent home, or a place for the aged or for alcoholics or drug addicts.
4. "Doctor:" means doctor of medicine or doctor of osteopathy. To the extent that benefits are provided and while practicing within the scope of his license, doctor will include a dentist, podiatrist, chiropractor, optometrist, or psychologist. Doctor will not include you or your dependents or any person who is the spouse, parent, child, brother or sister of you or your dependents.
5. "During Any Disability" means all disabilities and complications from the same cause (1) until you recover or return to active full-time employment, or (2) for your dependent until he recovers and resumes normal activities for a period of six (6) months.
6. "Expenses Incurred" means only fees and prices regularly and customarily charged for medical services and supplies generally furnished for cases of comparable nature and severity in the particular geographical area concerned. Expense is considered to be incurred on the date the service or supply is rendered or obtained.

ARTICLE XXX – SALARY ADJUSTMENT FOR RETIREES

SECTION A

An employee who retires, with an effective date at the end of a contract year, shall receive a one-time salary adjustment in accordance with the following:

Years of Experience	Percentage of Current Annual Salary
30 or more	5%
29 years	4.5%
28 years	4%
27 years	3.5%
26 years	3%
25 years	2.5%

ARTICLE XXXI-SALARY SCHEDULE

Effective July 1, 2012, Employees will be compensated according to Exhibit A of this document. Each employee will receive credit for the 2011-12 school year as it relates to the step schedule.

If an employee successfully obtains a new position within the category in which they are currently employed they will receive an hourly compensation that is comparable to the current rate of pay. For this purpose the following categories will be used:

Category I: Bus Drivers

Category II: Maintenance, Head Custodian, Custodian

Category III: Custodian less than 8 hours, Mail Carrier, Van Driver

Category IV: ISS Aide, Library Aide, Copy Room Aide, Study Hall Monitor, Special Ed and Bus/Van Aides

Category V: Secretaries

Category VI: Cafeteria Workers, Cooks/Cashiers, Head Cooks/Assistant Head Cooks

If an employee successfully obtains a position outside of their current category they will begin their new assignment at Step 0 of their new classification.

SECTION A - LONGEVITY

All bargaining unit members with at least fifteen (15) years of actual service with the Bellevue City School District shall be entitled to receive an annual longevity payment. The amount of the payment for full-time employees shall be two hundred and fifty dollars (\$250.00) and for less than full-time the amount shall be prorated. An additional \$50 will be added to full time employees who have at least 20 years of service and another \$50 added to full time employees who have at least 25 years of service. The amounts will be prorated for employees who work less than full-time. The longevity payment shall be paid to all eligible bargaining unit members in December of each school year.

LONGEVITY FOR AT LEAST 15 YEARS OF SERVICE		
6 ½ - 8 hours	\$250	100%
5 ½ - 6 hours, 29 minutes	\$212.50	85%
4 ½ - 5 hours, 29 minutes	\$187.50	75%
3 ½ - 4 hours, 29 minutes	\$125.00	50%
Less than 3 ½ hours	\$62.50	25%

LONGEVITY FOR AT LEAST 20 YEARS OF SERVICE		
6 ½ - 8 hours	\$300	100%
5 ½ - 6 hours, 29 minutes	\$255	85%
4 ½ - 5 hours, 29 minutes	\$225	75%
3 ½ - 4 hours, 29 minutes	\$150	50%
Less than 3 ½ hours	\$75	25%

LONGEVITY FOR AT LEAST 25 YEARS OF SERVICE		
6 ½ - 8 hours	\$350	100%
5 ½ - 6 hours, 29 minutes	\$297.50	85%
4 ½ - 5 hours, 29 minutes	\$262.50	75%
3 ½ - 4 hours, 29 minutes	\$175	50%
Less than 3 ½ hours	\$87.50	25%

ARTICLE XXXII BCI/FBI CHECKS

As required by Ohio law, all employees of Bellevue City School District shall be required to have a BCI and FBI check no later than September 1, 2008.

Beginning with the effective date of July 1, 2008, the Board of Education shall reimburse all bargaining unit employees, up to a maximum of sixty dollars (\$60.00) for the costs incurred and related to BCI/FBI checks required by the Ohio Revised Code. Documentation shall be submitted to the Treasurer for payment.

ARTICLE XXXIII – ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION

The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

1. To use the facilities of any building for local meetings, without fee, upon following proper building use procedures. Permission to use such facilities shall be given as long as it does not interfere with any authorized student activity in said building. Any additional heat or personnel required shall be paid by the Union.
2. Request to use Board of Education–owned equipment including typewriters, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. Request shall be made to building administrator prior to the use of Board-owned equipment. Any expendable supplies such as duplication and typing paper, envelopes, duplicating masters, and stencils will be supplied by the Union. Use of Board equipment shall be on school property.
3. To receive copies of all Board of Education agenda, minutes and financial reports upon specific request to the Superintendent by the President of the Union as soon as available.
4. The OAPSE President shall be supplied a complete seniority roster of all bargaining unit employees on effective date of this Agreement, and January 1st of each year thereafter.
5. To use bulletin boards in employee’s lounges or workroom to disseminate information to members.

6. To allow the President of the Union or his designated official to visit schools. Upon his/her arrival he/she shall notify the principal/supervisor of his/her presence. Said visits shall not interfere with or prevent employees from doing their assigned duties.
7. The Union shall be permitted equal time at any In-Service Orientation Session to communicate with Bargaining Unit Members regarding Union business/benefits.

ARTICLE XXXIV – FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of OAPSE, Local #612, a Fair Share Fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

Notice of the amount of the annual and/or pro-rated Fair Share Fee, which shall not be more than 100% of the unified dues of Local #612, shall be transmitted by Local #612 to the Treasurer of the Board. The Board agrees to transmit all amounts deducted to Local #612.

Payroll deduction of such Fair Share Fee shall commence no sooner than sixty (60) days after OAPSE has notified the Treasurer in writing that the rebate procedure and audit have been provided to the non-member.

The Treasurer of the Board shall, upon notification from Local #612 that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the Fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

Local #612 represents to the Board that the internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

Upon timely demand, non-members may apply to Local #612 for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by OAPSE.

OAPSE Local #612, shall indemnify the Board for any cost, expense or other liability that an employer might incur as a result of the implementation and enforcement of these provisions.

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting Fair Share Fee.

ARTICLE XXXV - APPLICATION OF CIVIL SERVICE LAW

It is the intent of the parties that no section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 or the local rules and regulations of the Bellevue Civil Service Commission shall apply to employees in the bargaining unit. It is expressly understood that Bellevue Civil Service Commission shall have no authority or jurisdiction as it relates to assignment transfer, promotions, discipline, suspension, termination and/or any other matter within the jurisdiction of the Civil Service Commission.

ARTICLE XXXVI – WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, that this Agreement supersedes and cancels all prior agreements and expresses the entire understanding of the parties; and agree that negotiations will not be reopened on any item(s) whether contained herein or not, during the life of this Agreement unless mutually agreed to by both parties.

ARTICLE XXXVII - REDMEN RUN

The purpose of the Redmen Run Program is to establish the option for an additional year of employment when a bargaining unit member retires under the following conditions and criteria.

1. A bargaining unit member wanting consideration for the above option shall be those bargaining unit members who are first eligible for retirement under SERS thirty (30) years of service at any age, or twenty-five (25) years of service and fifty-five (55) years of age, or five (5) years of service and sixty (60) years of age and who have been employed in the school district for at least five (5) years. It is the responsibility of the bargaining unit member to show evidence from SERS that the member is within his/her first year of retirement eligibility. The district Treasurer will be responsible for determining if the employee meets the eligibility for participation in the program.
2. A bargaining unit member shall make a written request to the Superintendent at least ninety (90) calendar days prior to the effective date of the SERS approved retirement. The Board will act to accept the bargaining unit member's resignation due to retirement.
3. For each qualified bargaining unit member who is eligible for the incentive, said bargaining unit member shall complete the current school year (at least through May 31) and be entitled to employment for the following school year.
4. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Agreement except for the exclusions contained in Article XXXVIII subsection 5 and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits' package (to include insurance) for which the bargaining unit member is eligible.
5. The employment of the bargaining unit member in good standing shall end on June 30th without any further action by the Board of Education. No notice of non-renewal is required.
6. Each qualified bargaining unit member who retires under this program shall at the date of retirement no longer accrue sick leave for purposes of severance pay under Article XXIV – Severance Pay, and the bargaining unit member's sick leave

accumulation shall be frozen at that time. Upon re-employment, the bargaining unit member shall begin earning sick leave in the month of re-employment.

7. Consistent with and in compliance with Internal Revenue Service regulations and rulings, a bargaining unit member who retires and returns to work under this subsection shall contribute to the Medicare program through payroll deduction.
8. If the retirement eligibility requirements are changed by SERS, this entire section will be renegotiated.

SIGNATURES

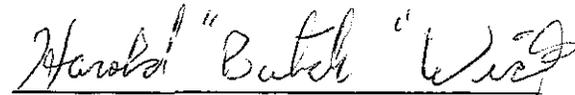
In Witness Whereof, the parties have caused their names to be subscribed on this 18th day of June, 2012

For the Bellevue Board of Education

**For the Ohio Association of Public School Employees
Local #612 (OAPSE)**



Dr. Ted Clark, Board President



Harold "Butch" Wick, Chief Negotiator



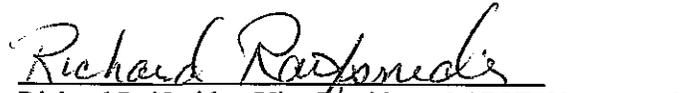
Nancy Beier, Treasurer



Tracy Patten, President, OAPSE Chapter 612



Kim Schubert, Superintendent



Richard Raifsnider, Vice President, OAPSE Chapter 612

Bellevue City Schools Classified Employees Salary Schedule

Exhibit A

2012-13, Effective July 1, 2012

Years Experience	Bus Drivers	Maintenance	Head Custodian Elem, MS, HS	Custodian	Custodians <8.0 hours Mail Carrier, Van Driver	ISS, Library, Copy Room, Study Hall
0	16.37	15.41	14.91	14.57	12.37	11.76
1	16.81	16.17	15.46	15.14	12.68	11.97
2	17.18	16.95	16.17	15.72	12.99	12.18
3	17.55	17.80	16.59	16.28	13.30	12.44
4	18.05	18.54	17.14	16.84	13.65	12.63
5	18.58	19.11	17.67	17.40	14.00	12.86
6	18.98	19.80	18.19	17.90	14.32	13.22
10	19.41	20.52	18.73	18.45	14.64	13.46
	\$.25 for Advanced Driver Training	\$450.00 for Boiler Stipend		2nd Shift Premium \$.15 per hour	2nd Shift Premium \$.15 per hour for Custodians; \$.50 for Van Drivers	

Years Experience	Special Ed and Bus/Van Aides	Secretaries	Cafeteria Workers	Cooks, Cashiers	Head Cooks and Asst. Head Cooks
0	12.31	12.44	11.39	11.60	11.75
1	12.51	13.35	11.69	11.93	12.19
2	12.73	14.19	12.04	12.31	12.65
3	12.99	15.09	12.31	12.70	13.09
4	13.17	15.78	12.65	13.07	13.52
5	13.40	16.26	12.99	13.46	14.13
6	13.76	17.12	13.38	13.84	14.56
10	14.00	17.89	13.71	14.21	15.02

Bellevue City Schools Classified Employees Salary Schedule

Exhibit A

2013-14, Effective July 1, 2013

Years Experience	Bus Drivers	Maintenance	Head Custodian Elem, MS, HS	Custodian	Custodians <8.0 hours Mail Carrier, Van Driver	ISS, Library, Copy Room, Study Hall
0	16.62	15.64	15.13	14.78	12.56	11.94
1	17.06	16.41	15.69	15.37	12.87	12.15
2	17.44	17.20	16.41	15.96	13.19	12.36
3	17.81	18.07	16.83	16.52	13.50	12.63
4	18.32	18.82	17.40	17.09	13.86	12.82
5	18.86	19.40	17.94	17.66	14.21	13.05
6	19.27	20.10	18.46	18.17	14.54	13.41
10	19.70	20.83	19.01	18.73	14.86	13.66
	\$.25 for Advanced Driver Training	\$450.00 for Boiler Stipend		2nd Shift Premium \$.15 per hour	2nd Shift Premium \$.15 per hour for Custodians; \$.50 for Van Drivers	

Years Experience	Special Ed and Bus/Van Aides	Secretaries	Cafeteria Workers	Cooks, Cashiers	Head Cooks and Asst. Head Cooks
0	12.50	12.63	11.56	11.78	11.93
1	12.70	13.55	11.87	12.11	12.37
2	12.92	14.40	12.22	12.50	12.84
3	13.19	15.32	12.50	12.89	13.29
4	13.37	16.02	12.84	13.27	13.72
5	13.60	16.50	13.19	13.66	14.34
6	13.97	17.38	13.58	14.05	14.77
10	14.21	18.16	13.91	14.43	15.24

Bellevue City Schools Sick Leave Bank
Donation Form*

Employee Name _____

Position _____

Building Assigned _____

Total number of years employed in the Bellevue City School District _____

Total number of sick days accumulated (refer to most recent pay stub for
Verification; you must have a minimum of 30 days to participate) _____

Number of days you wish to donate (circle one) 1 2 3

By signing at the bottom of this form, you are acknowledging that this donation is permanent, and cannot be "refunded" to you at any time after the donation has been made. However, by making a donation to the Bellevue City Schools OAPSE Sick Leave Bank, this does qualify you for participation in the use of the benefits of the Sick Leave Bank in the event of a catastrophic event or illness to you or a member of your immediate family.

Signed _____ Date _____

Received _____ Date _____
OAPSE Local President

***This form must be submitted to the OAPSE Local President by 3:00 p.m. on the 15th of September of each calendar year.**

Bellevue City Schools Sick Leave Bank
Benefit Request Form*

Employee Name _____

Position _____

Building Assigned _____

Total number of years employed in the Bellevue City School District _____

Have you previously donated to the Sick Leave Bank? (Check one) ___ Yes ___ No

If so, please indicate when and how many days you donated _____

Please outline the events which led to your use of all accumulated sick leave, and why it is that you are requesting assistance from the Sick Leave Bank (all information will remain strictly confidential). Use back side of paper if necessary.

How many days are you requesting?
(Sick Leave Bank Benefits are awarded in increments of 5 days) _____

Signed _____ Date _____

***Submit to OAPSE Local President**



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

