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AGREEMENT

between

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA
AND IT'S LOCAL NO. 1834

and

THE BUCKEYE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Ashtabula, Ohio 44004

March 1, 2012
Through
June 30, 2014

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AGREEMENT

These Articles of Agreement are entered into this 1st day of March, 2012, between the Buckeye Local Board of Education (hereinafter referred to as the "Board") and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and its Local Union No. 1834 (collectively referred to hereinafter as the "Union").

ARTICLE I - NEGOTIATIONS AGREEMENT

A. Recognition

1. The Buckeye Local School District Board of Education (Board) recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 1834 (Union) as the exclusive collective bargaining agent for those employees in the following bargaining unit:

   All personnel in operational service except the Treasurer, Assistant to Treasurer, Payroll Clerk, Accounts Payable Clerk**,** Secretary to Treasurer, Secretary to Superintendent, Administrative Secretary - Business Affairs Office, Receptionist/District EMIS Coordinator, substitutes and all other supervisory and confidential employees.

2. The provisions of this Agreement shall apply solely to those employees who are members of the bargaining unit as defined above.

B. Statement of Principles

1. It is recognized that there must be a mutual understanding, harmony, and cooperation among employees and between employees and the Buckeye School Board. That operations must be uninterrupted and the duties faithfully performed in order that the School Board and its employees may fulfill their mutual and vital responsibilities so that the schools may be operated with economy and efficiency and in the best interests of the students in the Buckeye Local Schools. It is therefore the intent of the parties hereto set forth herein their Agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Buckeye School Board, the Union and the employees covered by this Agreement, and to provide procedures for adjustment of grievances during the life of this Agreement and to promote harmonious relations between the Buckeye School Board, its employees and the Union.

2. The terms of this Agreement, and the procedures established therein, shall not prevent and shall not be construed to prevent the Board from performing its obligations within such time and in such manner as may be required by law, nor from making such determinations and taking such actions preliminary thereto as may be required to ensure timely compliance with the requirements of law.

C. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.

2. Meetings shall be scheduled at reasonable intervals, places and times.

3. Negotiation meetings shall be closed to the press and the public. The parties and/or federal mediator will distribute joint status reports following each negotiation session which will include a summary of issues addressed, open issues, and date and time of the next scheduled negotiation session.

4. Either party may recess for caucuses of reasonable length at any time.

D. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by representatives of each party. Once so initialed, a negotiation item shall not be reopened except by mutual agreement.

2. Final agreement reached through negotiation shall be reduced to writing and submitted to the employees in the bargaining unit for approval. Upon approval by the employees within the bargaining unit, the Agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties.

3. The Board will provide copies of the Agreement to all Bargaining Unit Employees.

E. Disagreement

1. If agreement is not reached within fifty-one (51) days prior to the expiration of this Agreement, the parties shall jointly notify the Federal Mediation and Conciliation Services (FMCS) and the State Employment Relations Board (SERB) that the services of a mediator may be required to assist in negotiations. The parties agree pursuant to O.R.C. Section 4117.14(C) (1) (f) and will so notify FMCS and SERB that the use of a mediator from FMCS shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in O.R.C. Sections 4117.14(C) (1) (a) - (e). If agreement is not reached within forty-five (45) days prior to the expiration of this Agreement, the parties shall request a mediator from FMCS. The parties will continue mediation in accordance with this Article until agreement is reached or either party declares an impasse, except that no impasse shall be declared prior to the expiration of this Agreement or during any mutually agreed extension thereof.

2. If, at any time within the sixty (60) day period prior to the expiration of this Agreement, the parties determine that a mediator will be useful in facilitating agreement, the parties may request a mediator from FMCS.

3. If, at any time, either party refuses to establish a meeting date pursuant to Section C of this Article, the parties shall, within three days of such refusal, notify FMCS and request a mediator.

4. If either party believes that further negotiation without the aid of a mediator will result in a more timely settlement of the issues, the mediator will be excused. However, this dispute resolution procedure shall not be exhausted if the mediator is not present or notified at the negotiation session at which impasse is declared.

ARTICLE II - UNION RIGHTS

A. Union Representation

1. The Board will recognize and the Union will elect a Union Grievance Committee for the purpose of administering this Agreement. This Committee shall not exceed six (6) employees, one of them being the Chairman of the Committee.

2. An employee, to be a member of the Union Grievance Committee, must be in the active employment of the Board. The Union shall notify the Board forthwith, in writing, of the names of the present Committee and alternates and any change that may be made from time to time.

3. The Union will also elect Building Representatives to facilitate the prompt handling of grievances. Notification by the Union of each Building Representative and alternate shall be given to the Board, in writing, before the Building Representative will be recognized.

4. The Board shall provide a UAW bulletin board or a UAW section of a bulletin board at each facility, at a convenient location, for the use of the Union.

5. School make-up days will be incorporated into the school calendar and will be scheduled with input from the chairman of the Bargaining Committee, with the final determination being made by the Board of Education.

6. During the term of office, the members of the Union Grievance Committee shall head the seniority list in their bid classification (only for his/her primary contract) for purpose of layoff and recall.

B. No Discrimination

1. The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or by any of its representatives with respect to any employee because of race, color, creed, age, sex, genetic information or national origin, the submission of a grievance in the manner and to the extent expressly provided in this Agreement or the participation or non-participation in any Union activity. The Board further agrees not to discriminate against any employee or prospective employee who is a qualified individual with a disability. The Board further agrees to administer the provisions of the Agreement in an equitable manner.

2. The Union agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the employees, by the Union, its members or representatives with respect to any employee because of race, color, creed, age, sex, genetic information,

disability or national origin, the submission of or refusal to submit a grievance in the manner and to the extent expressly provided in this Agreement or the participation or non-participation in any Union activity.

C. Union Dues Check-Off

1. During the life of this Agreement, the Board agrees to deduct Union membership dues (shall not include assessments, fines, or any other payment than regular monthly dues) and initiation or reinstatement fees levied by the Union, in accordance with the Constitution and By Laws of the Union, from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues":

   > I hereby assign to Local Union 1834, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in my future employment by you), such sums as the Financial Officer of said Local Union No. 1834 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

2. The Board's obligation to make such deductions shall terminate automatically upon the termination of employment with the Board of the employees having signed the aforesaid Authorization form or upon his transfer to any job or classification in the Board not covered by this Agreement.

3. The deduction of dues and any initiation fee shall be made from the earnings received by the employee on the second pay day of the month following the month in which a signed authorization form is received by the Board. Union dues will be deducted monthly thereafter from the earnings due the employee. The Board will remit to the Financial Officer Local 1834, all monies deducted on a monthly basis and will provide the Union with a monthly reconciliation.

4. The Union shall notify the Board by registered letter of the amount of Union dues and initiation fee to be deducted from the wages of each employee, in conformity with the provision of this Article II, and of any changes thereto.

5. The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Board in accordance with terms of this Article or in reliance upon the authorization mentioned herein.

6. The Board will provide the Union with the wage rate and regularly scheduled hours for each unit employee at the start of each school year and each time an employee's wage rate or regularly scheduled hours change.

D. V-CAP and Contributions to UAW V-CAP

1. During the life of this Agreement, the Board agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes an "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form; provided further, however, that the Board will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check off Contributions to UAW V-CAP" form that will be available from the union.

2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

3. A properly executed copy of the "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Board before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

   Deductions shall be made, pursuant to the forms received by the Board from the employees first Union dues period in the first month following receipt of the check off authorization card and shall continue until the Check off Authorization is revoked in writing. Upon receipt of such contributions, the Board agrees for forward the collected contributions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) Local 1834 Financial Officer.

E. Union Security - Agency Shop

1. Effective April 1, 1984, all present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union provided that such employee may resign from the Union during a fifteen (15) day period prior to the expiration of this Agreement.

   Notice of resignation must be in writing and presented to Union representatives during this period. The payment of dues uniformly required of the membership shall be the only requisite condition of Union membership.

2. Any employee who is not a member of the Union and who does not make application for membership within one (1) month following April 1, 1984, shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. That fair share fee being equal to the regular dues of the Union, provided that, pursuant to O.R.C. Section 4117.09, non-members may obtain a rebate of that portion of the fair share fee representing expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining.

3. Any future employee who does not make application for Union membership within one (1) month after being employed shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee in accordance with paragraph 2.

4. The deduction of the fair share fee from the wages of an employee shall be automatic and shall not require the execution of a deduction authorization form.

F. Channels of Communications

1. The Board and Union recognize the need for effective communication between the parties, in addition to the grievance procedure. The effective flow of two way communication shall be through the Labor-Management Committee. This flow of communication shall not in any way restrict or minimize the citizenship rights of the employees or the Administration.

2. The function of the Labor-Management committee is to provide a forum for the Union and the Board to meet and discuss matters of concern that fall outside the Agreement and to mutually resolve those matters in a cooperative effort.

3. The Committee shall be comprised of up to seven members from both the Union and the Administration and shall meet at mutually agreeable times on at least a quarterly basis. The Union Chairperson shall serve as the Union's Committee Chairperson on the Committee. The Administration shall also select a Committee Chairperson and disclose the identity of that person to the Union. The Committee shall establish by-laws for use in conducting meetings.

4. The Committee Chairpersons shall be responsible for meeting and scheduling the quarterly meeting dates and agendas. Prior to each meeting the Committee Chairpersons shall meet and agree to an agenda for the meeting. All meeting dates shall be posted at least five days before the scheduled meeting date. The agreed upon meeting agenda shall be distributed to Committee members at least three days prior to a scheduled meeting. The Committee Chairpersons shall also have the authority to schedule an emergency meeting of the Committee upon appropriate notice to the members.

ARTICLE III - MANAGEMENT RIGHTS

A. Generally

1. Except as specifically limited by this Agreement, the Board hereby retains the exclusive rights of management, which include, but are not limited to, the right to hire, layoff, promote, assign duties to, transfer, reduce hours of work, establish reasonable rules and regulations, discipline or discharge employees, and carry out the ordinary and customary functions of management.

2. All rights, powers, discretion and authority possessed by the Board which are not expressly limited by this Agreement, are retained by the Board and remain exclusively the rights of the Board.

3. All provisions of this Agreement shall be construed, to the extent possible, as consistent with all federal and state laws, regulations, rulings or orders, now or hereafter enacted or issued, and any provision of this Agreement which cannot be so construed shall be void

and inoperative, but the remaining provisions hereof which can be so construed shall continue in effect.

B. Rules and Discipline

1. The Board retains its right to establish and enforce reasonable rules and regulations governing the conduct of its employees. Such rules and regulations shall not be in conflict with the terms of this Agreement.

2. Any employee who is discharged or disciplined shall have the right to contest the accuracy of the factual allegations giving rise to such actions through the Grievance Procedure. In the case of discharge or discipline, any grievance will be automatically referred to Step 3 of the Grievance Procedure within five (5) working days from the time of the discharge or discipline.

3. As used in this Agreement, the term "discharge" or "discipline" does not include the non-renewal of an employee's contract pursuant to O.R.C. 3319.081.

4. Any employee receiving a reprimand or other notice reduced to writing and placed in his/her file that may be used in any disciplinary action procedures, shall be given a copy of said notice. An employee will be informed of the receipt of an oral reprimand and all oral reprimands shall be reduced to writing and placed in the member's file. A member shall have the right to grieve any reprimand given (including but not limited to written accounts of oral reprimands) as a result of such notice in accordance with the procedures and limitations set forth in Article IV.

5. Where an employee has previously consented in writing, using forms created for such purpose, the Chairman of the Bargaining Committee shall be provided with a copy of any written disciplinary notice placed in the consenting employee's file within twenty-four (24) hours of the issuance of the notice to the employee (unless such notice is provided on a Friday or immediately prior to a holiday or break). The consent form will be provided to all new employees at the time of hire. For existing employees, the Union shall be responsible for providing the consent forms and collecting and submitting to the Administration all such signed forms. The signed consent forms shall be placed in the personnel file of each consenting member.

6. Communications, including evaluations, recommendations and derogatory materials which are included in the personnel file shall be called to the employee's attention at the time of inclusion. Employee shall have the opportunity to read any material which may be derogatory to the employee's conduct, service, character or personality, except as excluded above (excluding confidential credentials and related personnel references). The employee shall acknowledge that he/she had read the material by affixing his/her signature and the date in the filed copy. The signature shall not indicate agreement with the content of materials, but only indicate that the material has been inspected by the employee. He/she shall have the opportunity to reply to such derogatory material in a written statement to the file copy.

7. Progressive discipline will be used in dealing with employees. The Superintendent, Building Administrator, Director of Operations, or Supervisor may initiate action on any step in the procedure, depending upon the number of incidents, the employee's past and present performance, and the seriousness of the offense. Prior to meeting with an

employee on a disciplinary issue, the employee will be told of the reasons for the meeting and will be given the opportunity to be accompanied by the grievance chairperson.

Step 1 - Oral Reprimand. (Written reports of oral reprimands may be placed in the employee's file but need not be. The Superintendent, Building Administrator, Director of Operations, or supervisor may keep personal notes regarding oral reprimands.)

Step 2 - Written Reprimand.

Step 3 - Suspension With or Without Pay.

Step 4 - Termination for Just Cause.

Written accounts of oral reprimands shall remain in the members file for a period of eighteen (18) months. Disciplinary material relating to Step 2 discipline shall remain in a member's file for a period of two (2) years. Disciplinary materials relating to Step 3 discipline shall remain in a member's file for three (3) years. If no additional offenses of any sort are committed within the above stated periods, the disciplinary material will be removed from the member's file at the expiration of the relevant period.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Grievances

1. The purpose of this Article is to provide opportunity for discussion of any grievance and to establish procedure for the processing and settlement of grievances. A "Grievance" as used in this Agreement is limited to a complaint of an employee or employees, or the Union collectively, alleging that there has been a misinterpretation, or misapplication, or violation of any provision of this Agreement.

   a. Step 1. An employee believing he has cause for a grievance shall first discuss the matter with his immediate supervisor accompanied by the Building Representative if he so desires. This discussion shall take place within five (5) working days of the employee's request. At the time the employee requests an informal discussion with his/her supervisor under this Step 1, the employee or Building Representative will submit a discussion form to his/her supervisor indicating it is a Step 1 discussion and the section of the Agreement in question. At the completion of the informal discussion, both parties will initial and date the discussion form and if a solution is reached, it will be included on the form. The parties recognize the importance of full and open discussions of problems in maintaining harmonious relations and, therefore, every effort will be made to settle problems promptly at this point through discussion.

   b. Step 2. If the grievance, as defined in Section 1 of this Article, is not disposed of in the discussion with the immediate supervisor, the employee and/or Building Representative shall reduce the grievance to writing and submit it to his supervisor within ten (10) working days of the event which gave rise to the grievance. The grievance so submitted will be signed by the employee, if available, and will state the specific terms of this Agreement alleged to have been violated, if known. The immediate supervisor will discuss the matter with the employee and his Building

Representative and render a decision in writing within five (5) working days from receipt of the grievance.

c. Step 3. If the decision rendered in Step 2 does not settle the grievance, the employee or the Union may, within five (5) working days of such decision, elect to appeal the decision to the Superintendent or his designee, who will meet with the Union Grievance Committee within five (5) working days in an attempt to settle the grievance. A written decision will be given within five (5) working days of such meeting.

d. Step 4. If the decision rendered in Step 3 does not settle the grievance the employee or the Union may, within five (5) working days of such decision, elect to appeal the decision to the Superintendent or his designee and the International Union Representative. Such appeal shall state with particularity the facts giving rise to the grievance and the contract provision or provisions alleged to be misinterpreted, misapplied, or violated. Within ten (10) working days of submission of the appeal, the Superintendent or his designee and the International Union Representative shall meet in an attempt to resolve the grievance. Either party may elect to have other duly authorized representatives present at such meeting. A written decision will be given within five (5) working days of the Step 4 meeting. The aggrieved employee shall have the right to attend the Step 4 meeting.

B. Arbitration

1. If the decision rendered in Step 4 does not settle the grievance, the International Union or its local will notify the Board within fifteen (15) working days following the date of the written answer to the International Representative in Step 4 of its intent to submit the matter to arbitration.

2. Once the International Representative has provided written notice of its intent to submit the matter to arbitration he/she will have no more than ten (10) working days to contact an arbitrator via letter or email, with a copy to the board, from the rotation list consistent with paragraph 3 below.

3. The parties agree to use the following list of permanent arbitrators in rotating order inclusive of any grievances currently pending with the UAW.

   a. Louis Imundo

   b. Phyllis Florman

   c. Robert Stein

   d. Michael Paolucci

4. The list of arbitrators will remain the same for the duration of this agreement. If and when any of these permanent arbitrators decline to serve, the parties will rotate to the next person on the list and replace the arbitrator at the conclusion of the agreement.

5. The arbitrator shall render his/her decision within thirty (30) days of receiving the post arbitration hearing briefs.

6. The arbitrator's decision will be final and binding upon both parties, including the aggrieved person or persons. The arbitrator shall not alter, add to, subtract from, or in any way modify the terms of the Agreement.

7. The arbitrator shall have no authority to decide issues not raised by the written grievance presented in Step 4, or to interpret any provisions not alleged to be violated, misinterpreted, or misapplied in Step 4. The arbitrator shall have no power to render a decision contrary to or inconsistent with law, or to issue a remedy which is contrary to or inconsistent with Ohio or Federal law.

C. Miscellaneous

1. The fees and expenses of the Arbitrator will be borne by the party against whom the decision is rendered. As part of his/her award, the Arbitrator shall designate the paying party. The Arbitrator shall have no power to split the fees. If the parties choose to utilize the services of a stenographer and/or outside facilities in which to conduct a hearing, the costs of such ancillary services shall be borne equally by the parties. Each party shall be responsible for the costs of any transcripts prepared following a hearing if a stenographer is utilized.

2. Grievance meetings shall not be conducted on work time. Administration of the grievance procedure shall not interfere with the efficient operation of the schools.

3. The time limits enumerated herein shall be maximum. Any grievance not presented within the time limits shall be waived. If an answer is not given within the time limits, the grievance shall automatically advance to the next step.

4. Any extensions of time limits will be mutually agreed upon in writing on the form provided by the Board.

5. The arbitration shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association.

ARTICLE V - SENIORITY

A. Seniority Defined

1. District Wide Seniority

   District wide seniority is defined as the employee's length of continuous service with the Board as determined by the most recent date of hire as a regular employee whether scheduled full time or on a short hour basis. Time worked as a substitute shall not be included.

2. Classification Seniority

   Classification seniority is defined as the employee's length of continuous service within a particular classification, measured by the date of entry into the classification. Classification seniority shall prevail in connection with the awarding and filling of vacancies, bid procedures, transfers, layoffs and recall. Time worked as a substitute within the classification shall not be considered.

3. Classification Series Seniority

Classification series seniority is defined as the employee's length of continuous service within a classification series. Classification series seniority shall be considered in connection with awarding and filling vacancies where there are no applicants from the classification where the vacancy exists as well as in layoffs and recalls.

B. Accrual/Lists

1. Approved leaves of absence of two years or less shall not be considered a break in continuous service with the Board.

2. Employees who begin work with the Board on the same day shall be ranked in alphabetical order of their last name.

3. Seniority lists shall be maintained by the Board for district wide seniority, classification seniority and classification series seniority. Upon changes in the lists based on bidding, bumping, new hires or other vacancies two copies of each list shall be provided to each Building Representative who shall be responsible for posting such lists in each of the school buildings. Changes to the seniority lists will not be made by the district more often than monthly.

4. New seniority lists will be issued by the Board by October 1st each year. The Board will provide two copies of each seniority list to each Building Representative who shall have the responsibility of posting the lists in his/her building on bulletin boards provided for Union communication purposes. Each employee whose name appears on the list shall have sixty (60) calendar days in which to protest his or her seniority date. If no protest is made by an employee, his or her seniority date shall be deemed correct. If an employee deems that his or her seniority date is incorrect, the dispute will be subject to the grievance procedure. When a new seniority list is issued by the Board each employee whose name appears on the list for the first time will have the challenge rights identified above, but employees whose names have appeared on a prior seniority list shall be precluded from challenging their seniority dates.

5. If an employee's employment with the Board is validly terminated for any reason, the employee shall lose all accumulated seniority.

C. Vacancies and Bidding Procedures

1. Vacancies

A "vacancy" shall be defined as: (1) a newly created position; (2) a bargaining unit position not filled due to retirement, resignation, termination, promotion or death of an incumbent that the Board intends to fill. A "permanent vacancy" shall be defined as a position that will be filled for 75 workdays or more during the work year. In the event the position is renewed for the succeeding school year, it shall be open for bids in accordance with this Article. A permanent vacancy shall not include the replacement of an employee on approved leave absence of two (2) years or less.

2. **Posting and Bidding**

a. The employer shall post a notice of any permanent vacancy along with the job description for the position for a period of five (5) work days at all facilities. A copy of all permanent vacancy notices and corresponding job descriptions shall be sent to each Building Representative and the Chairman of the Bargaining Committee.

b. The Board retains the exclusive right to determine the existence of a vacancy and to determine whether and when to fill a vacancy. A vacancy will be awarded and filled within twenty (20) work days of the last day of the posting period unless the Board notifies the Union that an extension of such time is necessary.

c. A position is not considered "vacant" for posting and bidding purposes if the layoff list contains employees with recall rights to that position.

d. A notice of permanent vacancy shall include the job classification in which the vacancy exists, the qualifications for the position, whether testing will be required, the hourly rate, the number of hours, the location of the vacancy and the application procedure.

e. Notices of permanent vacancies posted during the summer will be posted on the Central Office bulletin board and on the District's web page. Employees will also receive notice via email on their school account and via central call-in with vacancies deemed posted at noon on each Monday.

f. A copy of the employee's request to be considered for bids during the summer shall be sent to the Union Chairperson. Employees bidding during the summer period will give a copy of their bid to the Building Representative. Employees shall apply in writing on forms available at each facility.

3. **Selection**

a. If one or more employees whose job classification is the same as the posted position applies for vacancy, the most senior applicant within the classification shall receive the job.

b. If no employee within the posted classification applies for the vacancy, the Board will consider applicants based on classification series seniority, qualifications, skill, experience and ability to do the job. If all other factors are relatively equal, the employee with the most classification series seniority shall receive the position.

c. If no employee with classification series seniority applies, bidding rights will be extended to all bargaining unit members outside the classification. The District will consider such bids based on district-wide seniority, qualifications, skill, experience and the ability to do the job. If after reviewing the applicants all other factors are equal, the employee with the most district wide seniority shall receive the job. Vacancies shall be subject to a single posting.

d. If testing is necessary where a unit member outside of the classification has bid on the position, The Board will use the following procedures:

i. All candidates will be tested at the same time where practicable;

ii. Accuracy of completed work, as well as speed of accomplishment, will be equally valued in situations where those factors are being tested;

iii. Prior to testing, the Superintendent and/or immediate supervisor will meet with the UAW Unit Chairperson to review the general areas in which the candidates will be tested.

e. If testing using the above procedures is not feasible due to the circumstances, the Superintendent and the UAW Chairperson or his/her designee will meet to determine an appropriate course of action.

D. Probationary Period for Current Employees

1. All current bargaining unit employees shall serve a probationary period of twenty (20) work days following any bid or transfer to a different classification, building assignment or bus route.

2. Within the first ten (10) workdays of the probationary period, the employee's supervisor shall meet with the employee to review his/her progress. If there is need for improvement in performance, the concerns and expectations for improved performance shall be presented to the employee in written form at this time. The employee's supervisor may collect data and information from staff members who work directly with the probationary employee.

3. On or before completion of the twenty (20) workday probation period, the employee's supervisor shall recommend to the Superintendent that: (1) the employee remains in the new position or (2) the employee has not met the requirements of the position and should be returned to his/her prior position.

4. The probationary period may be less than the twenty (20) workdays if the employee is unable to demonstrate measurable improvement following the initial meeting with the supervisor.

5. Employee's Option to Return to Former Position. Should an employee who has bid or voluntarily transferred to a different classification, building assignment or bus route desire to return to his/her former position/building, that request will be granted provided the employee gives written notice of that request to the Superintendent within twenty (20) work days of starting the new assignment.

6. The probationary period may be waived at any time prior to its completion by the agreement of the employee, supervisor and the Superintendent. Such agreement will be set forth on the probationary period waiver form. The waiver will result in the shortening of the aforementioned probationary period. Upon signing the waiver form, the former position of the employee shall be put up for bid in accordance with the bidding procedures set forth above.

E. Probationary Period for Second Contract/New Employees

1. All newly hired employees and current employees being awarded a second contract shall serve a probationary period of thirty (30) work days.

2. Within the first fifteen (15) workdays of the probationary period, the employee's supervisor shall meet with the employee to review his/her progress. If there is need for improvement in performance, the concerns and expectations for improved performance shall be presented to the employee in written form at this time. The employee's supervisor may collect data and information from staff members who work directly with the probationary employee.

3. The probationary period may be less than the thirty (30) workdays if the employee is unable to demonstrate measurable improvement following the initial meeting with the supervisor.

4. On or before completion of the thirty (30) workday probation period, the employee's supervisor shall recommend to the Superintendent that: (1) the employee remains in the new position or (2) the employee has not met the requirements of the position and should not be granted the position.

5. Any adverse recommendation by the supervisor and/or determination by the Superintendent that the employee has not met the requirements of the position will not be subject to the grievance procedure and the employee's contract will be deemed null and void without need for further Board action. However, the superintendent will provide the unit chairperson with documentation that the employee has not met the requirements of the position before they are removed.

6. The probationary period may be waived at any time prior to its completion by the agreement of the employee, supervisor and the Superintendent. Such agreement will be set forth on the probationary period waiver form. The waiver will result in the shortening of the aforementioned probationary period.

F. Layoff

In the event the Board determines that a layoff of employees within the bargaining unit is necessary, the following system of layoff will apply:

1. A full time employee who is laid off may displace, within his classification, any employee with less classification seniority.

2. If the laid off employee is unable to obtain a job in his/her own classification or lower step in the classification series, the employee may displace a less senior employee in any open classification.

3. Employees may exercise the above bumping rights in their own classification and a lower classification in the employee's classification series.

4. Employees exercising bumping rights must possess the skills, qualifications and ability required for the job they bump into.

5. For purposes of this Article, employees who have performed successfully for the Board in any closed classification other than that held at the time of layoff, shall have bumping rights with respect to any such other classification, based on seniority in that classification.

6. The following are the classifications of employee for purposes of layoffs, recall and job posting. Open classifications are preceded by an "O":

Building Secretary
Central Call-In

Head Bus Mechanic
Bus Mechanic

Library Aide

Cafeteria Manager
Cafeteria Cooks
(O) Service Personnel

Skilled Maintenance
Head Custodian
Maintenance
Maintenance-Custodian
(O) Custodian

(O) Student Monitor/Educational Aide

(O) Bus Driver

(O) Bus Aide

(O) Crossing Guard

(O) Courier

Grouped classifications are within the same classification series in descending order.

7. In the event of layoff, an affected employee shall be given a list containing the seniority date and classification of all employees in the unit, with a copy to the Chairman of the Bargaining Committee. Within twenty-four (24) hours of receipt, the employee shall notify the Superintendent's office of his selection. If the employee fails to so notify the Superintendent's office, the employee shall displace the least senior employee within the layoff classification or, if no employee within the layoff classification has less classification seniority, the least senior employee in the open classifications. These procedures need not be strictly adhered to and the parties shall work together to make the layoff procedures operate in an effective manner. If difficulties with this notice procedure arise, the parties will discuss the problem and attempt to make mutually satisfactory changes.

G. Recall

1. For purposes of this section a "vacancy" is a position that remains open after the posting and bidding process has been exhausted.

2. In the event a job vacancy exists in a job classification from which employees on the layoff list have been laid off, the most senior such employee shall be offered the position. Such employee may refuse recall to the classification with no penalty; however, if such employee refuses a recall to his former bid in the classification, the employee will be considered to have voluntarily quit. The vacancy will not be posted for bids until all

employees in the job classification who are on the layoff list have been given the opportunity for recall.

3. In the event a job vacancy exists in an open classification, the most senior employee on the layoff list shall be offered the position. If the vacancy is not in the classification from which the senior employee was laid off (layoff classification), the employee may refuse recall. The vacancy will not be posted for bids until all employees in the job classification who are on the layoff list have been given the opportunity for recall.

4. An employee who has bumped into a classification other than his layoff classification shall be listed on the layoff list and shall retain the right to be recalled to his layoff classification. When an employee's former job bid becomes vacant, the employee will be returned unless he has since bid to another position.

5. Employees shall retain the right to recall for two (2) years following the effective date of layoff.

6. Employees shall be notified of recall by mailing a notice by registered mail to the last address on file with the Board. An employee must reply to the recall notice within seven (7) calendar days of the date the notice is mailed.

H. Miscellaneous

1. Each employee in the bargaining unit shall be notified of his classification with the annual salary notice.

2. Employees shall continue to accrue seniority while on any approved leave of absence.

3. Except as otherwise provided in this Agreement and consistent with past practice, no substitute or subcontractor shall perform bargaining unit work if a regular employee is available and qualified to perform the work. Further consistent with past practice, the payment of overtime will not be the sole factor in determining whether a regular employee is "available."

4. Employees temporarily transferred to a higher classification or bumped to a different classification will be paid at the appropriate step in accordance with the salary schedule for the latter classification that represents an increase in hourly rates.

5. Prior to May 15 of each year summer maintenance jobs (i.e. jobs available when school is not in session over summer break) will be posted for bids by Bargaining Unit Employees based upon the actual job to be performed (i.e. mowing, painting, trimming, etc.). Applicants for summer maintenance jobs will be selected based upon district seniority, demonstrated skill and ability to perform the actual job. An applicant will be considered to have the demonstrated skill and ability to perform the summer maintenance job if the applicant has successfully completed the probationary period for the job consistent with Section E above and maintains satisfactory job performance while in that job. If an applicant has already completed the probationary period in a prior year for the same summer maintenance job, the applicant will not be subject to another probationary period for that specific job. If all other factors are relatively equal, the senior applicant shall receive the job. Bargaining Unit Employees working summer maintenance jobs shall have the same responsibilities concerning attendance, tardiness and performance as for their regular positions. When available, bargaining unit members selected for summer

maintenance jobs will be utilized throughout the year for any job covered under their specific summer maintenance job description. The jobs will be offered by seniority to those employees who were selected for the particular summer maintenance job before being offered to other summer employees. If not enough summer employees make themselves available, for a minimum of 10 hours per week, the work will be offered to other qualified, available employees that applied for summer maintenance jobs and were not awarded the jobs subject to completing the probationary period for that job. A summer maintenance job that will take place during the school year will be reposted before it is subcontracted. Overtime for summer maintenance workers that are working during the school year will be based on a 40 hour work week (not an 8 hour day).

6. Temporary assignments shall be within the employee's classification or classification series. Employees will not be assigned outside their classification or classification series except with the employee's consent, provided however that (1) maintenance employees will continue to be assigned to the bus garage.

7. No supervisor or certified employee shall perform bargaining unit work except in cases of an emergency or where a bargaining unit member specifically requests assistance.

8. When an employee permanently changes classifications within the same classification series the employee shall move to the same step on the new wage schedule as the employee was placed on his/her old wage schedule. If a change in classification is to a different classification series, the employee will be placed on the lowest step of the new wage schedule that represents an increase in hourly rate. If there is no step in the new wage scale that represents an increase in the hourly rate, the employee shall be placed at the top step of that classification (exclusive of longevity).

9. Nothing in this Agreement shall be construed to prohibit any employee from volunteering his or her services for school-related activities after work time. Neither the Board, the Union nor other employees shall attempt to discourage or interfere with the right of employees to volunteer their services to school-related organizations or activities.

10. At least one evaluation shall be completed for all employees on an annual basis. The timely completion or contents of the evaluation shall in no way impact the Board's statutory right to non-renew a limited contract employee under O.R.C. 3319.081. Evaluations shall be completed by the appropriate supervisor(s) and/or building principal.

11. The Board will serve notice of non-renewal of employee contracts prior to June 1 of the year in which the contract expires.

12. Personal and sick leave days taken by operational employees who are working summer assignments will be calculated based on the hours and rate the employee worked on their regularly contracted positions during the school year.

13. Furnish cafeteria managers with a kitchen work request form to be used to denote equipment problems.

14. Meals will be served on the first day of school. All cafeteria employees will be assured of at least two (2) hours prior to opening of school for opening the kitchen. The date for opening will be announced by the supervisor. Elementary schools will have picnics the last day of school. Thus, the employees will close the kitchen on that day. A simple menu

will be served in the secondary schools, thus providing enough time for the closing of the kitchens on the last day.

15. Custodial requisitions are due the third week of every month. Supplies will be delivered within two (2) weeks. If supplies are not received, the custodian will notify the Business Office. Custodians are to maintain no more than a six (6) week supply of common consumable supplies.

16. Permit employees to play radios when school is not in session during work hours at such volume and under such conditions as not to interfere with their work or the work of other employees. Use of "walkman" type headphones while performing certain activities may present a hazard to the employee and others and under such circumstances such headphones are prohibited.

17. Vacancies which are the result of an employee's absence due to illness or medical leave will be filled by substitute personnel. However, any vacancy of a known duration of four (4) months or more shall be posted for temporary bid to be awarded to the most senior employee within that classification who bids on the vacancy. The successful bidder will be required to remain in the vacant position until the original employee returns. The vacancy created by the temporary bid shall be filled by a substitute. Upon return of the employee from leave, the affected employee will be returned to his/her original position. In the event the original employee does not return from leave, the position will be deemed vacant.

18. Employees are expected to dress in proper attire. Shorts will be permitted April 1 through October 31; however, no cut-offs will be permitted and at any period in which school is in session shorts must be knee-length casual dress shorts. All employees are expected to be clean, neat and well-groomed during work hours.

ARTICLE VI - WORKWEEK AND OVERTIME

A. Generally

1. Employees shall be paid one and one-half (1-1/2) their regular hourly rate for all hours worked in excess of eight (8) per day or forty (40) per week and on Saturdays, Sundays and designated holidays. There shall be no pyramiding of overtime. Sunday shall be the first day of each workweek. Hours worked in a non-recurring substitute position outside of the member's normal classification shall not be included in calculating overtime on a daily basis such that overtime compensation shall not be paid until the member works more than forty (40) hours in the work week during which the substitute work was performed.

2. Notwithstanding paragraph 1 above, the Board may post, fill and maintain one (1) Maintenance-Custodian position that will be scheduled to work Tuesday through Saturday on a non-overtime basis provided that such Maintenance-Custodian shall not work second shift on a non-overtime basis unless the custodians assigned to that building have been offered the opportunity to work overtime.

3. Elementary Secretaries, Custodians, Head Custodians and Maintenance employees shall have a thirty (30) minute paid lunch to be taken when time is available. All other employees scheduled to work in excess of five (5) hours per day shall receive a thirty (30) minute, unpaid, duty-free lunch, except that Bus Mechanics will receive a thirty (30) minute paid lunch during Christmas, spring breaks and summer recess.

4. Except for bus drivers, all operational personnel working more than three (3) hours but less than six (6) hours shall receive one (1) fifteen (15) minute break. Those working six (6) or more hours shall receive two (2) fifteen (15) minute breaks.

5. Except for bus drivers, all employees will be paid for the actual hours/minutes worked.

6. Two (2) hour minimum per day is guaranteed for cafeteria personnel.

7. Second shift employees shall be allowed unpaid leave for time attending regularly scheduled or special UAW Unit meetings and will be allowed the opportunity to make up time, provided the make-up time does not result in overtime.

8. Call-In Time: Employees who are called in for emergency purposes by law enforcement personnel or an employee's immediate supervisor following the completion of or prior to the beginning of the employee's normal shift shall be paid a minimum of two (2) hours pay calculated at the rate of time and one-half. Overtime shall not be paid if there is evidence of employee neglect. Overtime will be scheduled by the supervisor.

9. For absences of a Head Custodian the most senior custodian in that building, regardless of shift, will be offered the option to cover for the Head Custodian. Custodians and swing custodians shall have a primary building of responsibility. The primary building shall be the building to which the member reports at the beginning of his/her shift. The most senior primary custodian in a particular building, regardless of shift, shall initially be offered the opportunity to cover for the Head Custodian in cases of absences. In the event a primary custodian is not available, the opportunity will be offered to the swing shift custodian.

10. During the summer, if a replacement for the Head Custodian is needed, the most senior custodian who normally works in that building will replace the Head Custodian provided the replacement does not affect the summer custodian's assigned shift.

11. Members currently maintaining a position with the District shall be entitled to bid on any vacancy for which they are qualified in an effort to increase the number of hours of employment with the District. This section specifically anticipates members maintaining "dual contracts". Under no circumstances shall the combined total daily hours of employment exceed eight per day. In cases where a member holds dual contracts the member will be required in all instances to perform his/her primary responsibilities under those contracts before being permitted to perform extra available work. Bus drivers holding dual contracts are not eligible for extra trips during the regular work week.

B. <u>Custodian Overtime</u>

1. In the event the Swing Custodian is absent for five (5) work days or less, the regular elementary Head Custodian will be offered the opportunity to work up to three (3) hours to cover for the Swing Custodian, if necessary. If coverage for the Swing Custodian is needed at the junior or senior high school, the Head Custodian in that building will be offered the opportunity to work up to three (3) hours. If further coverage is needed, a substitute may be called. If the regular elementary Head Custodian is absent, the Swing Custodian will be offered the opportunity to work to-cover for the Head Custodian and will be offered the opportunity to work up to three (3) hours to cover for the swing custodian's regular shift.

2. In the event of expected absence for more than one day, the elementary Head Custodian and junior or senior high school Head Custodian, to be eligible for the overtime work described in Section 1 of this Article, must commit to cover the overtime for the full period of absence.

3. If the absence described in Section 1 of this Article is expected to last for more than five (5) work days, a substitute will be used to cover at the elementary school and the junior or senior high school for the full period of absence.

C. Calamity Days

Twelve month employees are expected to report to work for four (4) hours on calamity days, and will receive their normal rate of pay. Employees will not be penalized for not reporting to work on calamity days that are level 3 emergencies. For all other employees, the following applies: when a school or schools are officially closed due to a calamity, with personnel receiving their regular daily pay all personnel are subject to being called in for emergency work. If an employee reports for work and school is later closed, the employee will be paid time and a half for actual hours worked after the school is closed and straight time for the balance of the regular workday if the employee is released early. Employees with variable hours (i.e. courier) will receive calamity pay based on the average number of hours worked on the last five (5) days worked proceeding the calamity day. Those employees that are called in by their immediate supervisor likewise will receive double time for actual hours worked and straight time for the balance of the regular workday if the employee is released early. The persons called in will be paid for at least two (2) hours at the regular hourly rate.

Notwithstanding the above, no employee will receive calamity pay in the event school is called off for students but staff **is** expected to report to work where conditions are non-hazardous to employees. In that instance, all staff will be expected to report and will receive their regular compensation for hours worked. The Board reserves the right to utilize part of all such non-student days as opportunities for in-service and training, only for nine (9) month employees. Employees will receive their regular hourly rate for hours worked on such days.

D. Orientation and In-Service

Employees shall be paid a minimum of two (2) hours at the regular rate of pay for their attendance at the annual orientation day which shall be held prior to school opening each year. Such sessions will not normally last longer than two (2) hours.

The above provision addresses those employees who would not normally return to work after the orientation meeting.

Employees shall be paid for their attendance at any and all meetings held outside their regular hours of employment.

ARTICLE VII - TRANSPORTATION

A. Generally

1. A driver's normal responsibilities include daily inspection, cleaning, and washing, changing the videotape and fueling the bus. Thirty (30) minutes will be added to each bus route to enable the drivers to complete these responsibilities. Van drivers will have fifteen (15) minutes added to each route to complete these responsibilities.

2. New route times will be established within 30 work days of the beginning of each school year. If there is a change of 30 minutes or more in the route when it is established in a new school year, then the bumping procedure may be implemented by the Union. If the loss of any amount of time results in a loss of insurance, the driver may initiate a bump.

3. Until new permanent routes are established, drivers will be paid on the same basis as the previous year with retroactive correction of payment to the beginning of the school year whether the time increases or decreases. The maximum correction for decreasing routes will be one quarter hour per day and the correction will be spread out over 2 months. The Board retains the right to re-time routes subsequent to October 31 based on a change in circumstances which results in the route time increasing or decreasing at least fifteen (15) minutes. If the re-timing of the route results in a decrease in route time of at least fifteen (15) minutes, the Board may reduce the time of such route and the driver's pay for such route. However, such reduction shall not impact the driver's receipt of benefits for the remainder of the school year.

4. Driving time includes the normal time between departure from and return to the regular parking space of the bus. It also includes waiting time required to regularly make connections with another bus or meeting the arrival time and dismissal schedule for the opening and closing of the school day at the building serviced.

5. Time worked in excess of the regular scheduled hours will be paid in quarter hour increments as follows:

   Time beyond 7 minutes will be paid at 15 minutes (8-22 minutes)
   Time beyond 22 minutes will be paid at 30 minutes (23-37 minutes)
   Time beyond 37 minutes will be paid at 45 minutes (38-52 minutes)
   Time beyond 52 minutes will be paid at 60 minutes (53-60 minutes)

6. Payment for layover, driving and deadhead time for extra trips will be at Step 3 of the bus driver wage schedule. This rate also applies to mechanics who are driving outside of their regular workday. Drivers will be paid 8 minutes of deadhead time each way regardless of bus storage location. Drivers shall be permitted to leave the premises of an extra trip with the consent and authorization of the employee in charge of the group and the Director of Operations for the purposes of eating so long as they are available for contact at all times and can return to the premises upon request within fifteen (15) minutes of being requested to do so by the group leader.

7. Drivers may elect to drive only the trip. Drivers who elect to take trips which overlap a portion of their regular routes shall have a substitute assigned only to the portion of the regular route the Driver is unable to drive. Drivers shall not take extra trips the first two (2) weeks of school if it interferes with their regular route.

8. When a driver is assigned to an overnight extra trip, payment for driving will be made by the Board of Education or the activity requesting transportation. Arrangements and payment for a separate room for bus drivers for overnight accommodations is the responsibility of the activity/advisor.

9. Regularly employed drivers and bus mechanics will be used for extra trips except where they are not available or in emergency situations. Bus mechanics shall not schedule a trip at the same time as the other mechanic and will be considered unavailable if the trip interferes with their normal working hours. Summer maintenance workers will not be eligible for week day extra trips.

10. Selection of drivers for extra trips shall be from two (2) lists, one (1) for weekend trips and one (1) for weekday trips. In accordance with current practice, the extra trips shall be offered by seniority on a continuously rotating basis. If a trip is cancelled, the driver scheduled for the trip will receive the next trip on the rotation list. If an extra trip is canceled after the a.m. or p.m. route has started but before the trip starts, the driver will have a choice to be paid a two (2) hour call-in or be put back on the Extra Trip list. The rotation list, showing extra trips made the previous month, shall be posted at the business affairs office, with copies to the Union. One list shall be posted at the bus garage for the following week on Wednesday. All scheduled trips for that week will be listed by day, time and estimated length. Drivers, by seniority, will pick their additional trip, sign the list and be committed to that trip. It shall be the responsibility of the Unit Chairperson (or his/her designee) to notify the senior driver next in line to pick a trip. The posted list will be taken down on Friday morning and returned to the Director of Operations via the courier. If an emergency trip is required after the list is taken down, that trip will be added to the bottom of the list and the next in line senior driver will be called. In the event a trip is cancelled, the next in line senior driver shall be called if the trip is cancelled at least 24 hours prior to the scheduled trip. Otherwise, any trip cancelled less than 24 hours prior to the scheduled trip, or any trip not chosen by a regular driver, may be assigned to a substitute driver.

11. Drivers assigned to drive to Parochial or other schools:

    a. On days when parochial or other schools are not in session and transportation is not needed, drivers will not be paid for these runs.

    b. On days when parochial or other schools are in session and Buckeye Schools are closed, drivers assigned to drive to these buildings will be paid at their hourly rate, except for the professional in-service day. Drivers transporting to parochial or other schools who are not transporting must notify the Director of Operations and be available to drive another route if they were scheduled to drive.

    c. If fewer than the normal complement of parochial drivers is needed for any day, the drivers assigned for the parochial runs shall be selected from the parochial drivers on the basis of seniority.

12. Drivers will be paid up to four (4) hours at their regular hourly rate for preparation of annual reports.

13. Each driver shall have the opportunity to clean his/her own bus at the end of the school year and will be paid eighty dollars ($80.00) for such work (thirty dollars ($30.00) for cleaning a van), which will be scheduled and approved by the Head Bus Mechanic.

14. Three (3) hours minimum per day is guaranteed for each bus driver's regular route. Bus aides will be guaranteed three (3) hours minimum per day for their regularly assigned routes unless they receive at least forty-eight (48) hours notice that their services will not be needed for a particular day or particular route.

15. School buses shall be driven only by properly licensed (CDL) bargaining unit bus drivers holding a certificate by the County.

16. Drivers will be paid commencing at their regular starting time when the bus fails to start at the beginning of a run.

17. Any route additions shall be offered by seniority to the drivers assigned to that building as long as the assignment does not interfere with the driver's regular route.

18. The base radio will be monitored during all normal driving times.

19. By the first day of each school year, any mechanic hired on or after March 1, 1999, shall be required to hold not only a CDL, but also a certificate issued by the County. In emergency situations where substitute drivers are not available, the head mechanic and/or county certified mechanic may be assigned to drive a school bus as a substitute driver.

20. With each pay check, a bus driver will receive a copy of the trip ticket for each extra run included in that pay.

B. <u>Midday Runs</u>

1. Payment for midday run will be paid as part of the regular schedule. Time to make the trip from the site where the bus is stored until its return to this parking site will be added to the driver's time. When a driver with a scheduled midday run is unable to make the midday run, a deduction would be made accordingly and the run will be first offered to the drivers who regularly drive to that school.

2. A midday run to the Joint Vocational School, if required, will be paid at the driver's rate.

3. Midday runs are regularly scheduled as integral parts of routes, and are changed periodically as necessitated by circumstances.

4. Drivers not desiring to drive the midday segment for the following school year shall indicate their desires in writing to the Business Affairs Office in May.

   Drivers interested in driving a midday segment shall indicate their desires in writing to the Business Affairs Office prior to July 15 each year. If a midday route is needed it will be awarded on seniority basis insofar as possible of those bidding in the immediate area. If a midday route is not needed, it will be taken from the junior driver wherever possible.

   Midday drivers may give up the midday route at any time based on reasons of undue hardship, by giving written notice to the Transportation Supervisor two (2) weeks in advance. The reason for desiring to give up the route shall be indicated on the notice. Any midday route which becomes vacant during the school year shall be filled from among the drivers who regularly drive to that school on a seniority basis.

5. One (1) hour minimum per day will be paid for midday runs (total time**).** In no event will a driver be assigned to a midday run when the combined regular route and midday run exceed eight (8) hours per day.

6. Where a driver's midday run is cancelled (*i.e.*, student absence) the driver must report this to the Director of Operations. The driver will not be paid for the canceled midday run if he/she is notified after their morning run and prior to the beginning of the midday run.

C. Route Selection

1. Each school year, drivers shall drive the general route they drove during the preceding school year subject to the provisions of Article VII, B3 (Midday Runs).

   For clarification purposes - paragraph 1 of this section is intended to mean that bus drivers will drive those routes which will include the same general geographic route assignments subject to changes as a result of student population, road repair or other good and just cause for change.

2. Effective from the date of this Agreement, any route which becomes vacant for any reason shall be posted for bid for a period of five (5) work days. Drivers shall bid on vacancies within the time period of the posting. Postings shall include the general outline of the route, the time estimated to complete the route and the location of the bus storage. Vacancies shall be awarded to the senior driver bidding on same, with bus storage to be determined by the Business Affairs Office.

3. Vacancies which are a result of a driver's absence due to illness or medical leave will be filled by substitute personnel. However, any vacancy of a known duration of four (4) months or more shall be posted for temporary bid to be awarded to the most senior driver bidding the vacancy. The successful bidder will be required to remain in the vacant position until the original driver returns. The vacancy created by the temporary bid shall be filled by a substitute. Upon return of the employee from leave, the affected employee will be returned to his/her original position. In the event the original driver does not return from leave, the route will be deemed vacant.

4. Vacancies shall be defined as an event which as its result finds the driver of a given route unable to continue to drive on an ongoing and continuing basis.

D. Student Conduct on Buses

A committee comprised of three bus drivers, the Director of Operations, two building administrators (one elementary, one secondary), and Board member will be established to review and, if necessary, make recommendations for revisions to the current Board Policy addressing student conduct on school buses. This committee shall meet at least once per semester. The Superintendent will support the recommendations of that committee.

E. Bus Aides

Where the needs of the individual child/student permit and an IEP does not restrict who may perform aide services, bus aides will rotate for extra trips where aide support is required.

F. Reimbursement of Licensing/Recertification Expenses

The Board shall pay for any expenses incurred by an employee seeking certification to become a bus driver, or for any recertification required to remain a bus driver. However, any driver hired after March 1, 2002, who resigns prior to one (1) year following the date of the employee's certification or recertification shall reimburse the Board for the expenses it has incurred. The employee agrees that the Board may withhold an amount equal to those expenses from his/her paycheck. Drivers shall submit receipts for any reimbursable out of pocket expenses covered by this section.

ARTICLE VIII - LEAVES

A. Sick Leave

1. Each person who is employed by any board of education in this state shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth days per month. Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, exposure to contagious disease, pregnancy, and absence due to illness or death in the employee's immediate family. Immediate family for purposes of illness has been interpreted to include father, mother, sister, brother, husband, wife, child, parent-in-law, children-in-law, grandparents, grandchildren, or any member of the household who has stood in the same family relationship with the employees as any of these. From the standpoint of death, in addition to the preceding, in-laws, aunts, uncles, nieces, nephews, grandparents and grandchildren or any member of the household who has stood in the same family relationship as these will be approved.

2. The Board of Education shall require employees to furnish a written signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when he was consulted.

3. Any use of sick leave for absences provided in this Article (with the exception of absence due to death in the employee's immediate family), which is anticipated to be or was in excess of seven (7) consecutive workdays will require a physician's written statement indicating that the employee or employee's family member is/was under the physician's care and that the employee is/was unable to work, and the length of time that the employee is anticipated to be or was unable to work. Where the leave is anticipated, the employee must give the Board of Education as much advance notice as possible to enable the Board to arrange proper coverage. Where the leave is not anticipated, the employee must provide the required notice on the earlier of (1) the employee's return to work, or (2) within ten (10) days after the leave began.

4. Effective March 1, 2012 the maximum accumulation shall be 305 days.

5. Each regular employee who has exhausted his/her accumulated sick leave shall be advanced ten (10) days. Sick leave earned during the fiscal year shall reduce the number of days advanced by one and one-fourth (1-1/4) days for each completed month of service. In no instance may an employee be advanced more than he/she can legally earn for that year. Upon termination of employment or request for leave of

absence, the sick leave days advanced, but not earned, shall be paid back to the Board of Education either directly or by way of payroll deduction.

6. Sick leave will be charged at no less than 1/4 day amounts.

7. Sick leave for employees working variable hours (i.e. courier) will be paid based on the average number of hours worked on the last five (5) days worked proceeding the sick day.

B. <u>Sick Leave Bank</u>

If a member of the bargaining unit is absent due to a non-elective surgery or long-term illness or accident of the employee, or his/her family as defined in the Master Agreement (Article VIII Section A.1), has exhausted all of his/her accumulated sick leave, personal leave and vacation (where applicable), he/she may request a sick leave donation from the District's Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary.

1. Any employee may elect to participate in the Bank by contributing one (1) sick day (defined as the number of hours that the donating employee is scheduled to work in a day) to the Bank in order to join.

    a. Bargaining unit members will receive a form with their first pay in September electing to participate in the Sick Leave Bank. Members must return the form to the Treasurer within ten (10) working days. New employees wishing to participate must notify the Treasurer within ten (10) working days after being officially employed by the Board.

    b. Donated days will be deducted from the second pay period in October.

    c. Once a bargaining unit member donated sick leave to the bank, the donation is irrevocable. The sick leave donation shall be immediately deducted from the bargaining unit member who donated the sick leave and placed into the Sick Leave Bank.

2. Requests for donation of sick leave must be approved by the Sick Leave Bank Committee, comprised of the Superintendent/Designee, Treasurer/Designee, Union President/Designee, and two (2) bargaining unit members appointed by the Union President. The committee's decision shall be final and not subject to the grievance procedure.

    a. Donations may only be approved for non-elective surgery or long-term illnesses or injuries and may not extend beyond a maximum period of thirty (30) work days.

    b. Sick leave bank days will be granted only in cases of absence that comply with the language of the Master Agreement for sick leave usage.

    c. Recuperation from surgeries or other procedures, which could have otherwise reasonably been scheduled during school vacation periods, will not qualify for Sick Leave Bank donation.

    d. Sick Leave Bank members must use accumulated sick leave, personal leave and vacation first and then may use days from the sick leave bank if needed. A

withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.

e. Withdrawals shall be in full day units for the employee receiving the donation; however, donations shall be in relation to the number of hours worked in a day by the employee making the donation. (For example, a 2-hour employee contributing four (4) days to the sick bank will equate to a donation of only one day to an eight (8) hour employee. An eight (8) hour employee donating one (1) day will equate to a donation of four (4) days to a 2-hour employee, etc.)

f. An employee who is not currently a participant in the Sick Leave Bank shall not be eligible to withdraw any sick leave from the Bank.

g. Sick days earned during the absence will be accrued by the employee who uses the sick leave bank.

h. Sick bank days may not be used in lieu of disability retirement.

i. Members who are receiving temporary disability payments from the Worker's Compensation Bureau are not eligible to receive sick leave bank days.

j. Sick leave bank grants will end as of the last work day for 9 month employees.

k. No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the Sick Leave Bank.

3. Should the Sick Leave Bank fall below forty (40) full time days (320 hours) during any school year, the Union shall solicit, through the treasurer's office, additional donations and/or participants.

4. Once the bank reaches two hundred (200) full time days (1600 hours), only new members to the bank will be required to contribute in order to establish membership.

5. A participating member may draw on the Sick Leave Bank by making a request through the UAW Chairperson or designee, who shall inform the Superintendent of the request.

a. The Sick Leave Bank Committee shall make the decision regarding requests. The decision of the Committee shall be made by majority vote within ten (10) working days of the request.

b. The decision of the Sick Leave Bank Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal.

c. Original forms/documents used by the Sick Leave Bank Committee will be provided to the treasurer.

d. The Sick Leave Bank Committee shall take all necessary steps to insure the confidentiality of its decisions.

e. The Sick Leave Bank Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for Sick Leave Bank use.

f. In the event that a member is physically unable to make a request to use the Sick Leave Bank, a family member or agent may file the request on the member's behalf.

g. When a bargaining unit member's request is approved, the days shall be granted up to a maximum of thirty (30) days per 12 month period. These days shall be deposited into the employee's sick leave account. All unused days shall be returned to the Sick Leave Bank.

C. Personal Leave

1. Personal leave is not to be used for gainful employment, seeking employment, extending vacation or a student break, accompanying spouses on business or pleasure trip, recreation. Abuse of these provisions will constitute grounds for disciplinary action. Advance notice must be given except in emergencies.

2. Personal leave shall not be deducted from sick leave accumulation, is not cumulative and no salary deduction shall be made. Each employee shall be granted at the start of July 1 three (3) personal leave days to be taken at such time as the employee desires provided that, except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled at least twenty-four (24) hours in advance.

3. Application must be signed by the applicant on the leave form indicating that personal leave is requested.

4. A member shall be permitted to carry over up to two personal days per contract year, subject to a maximum accumulation of five (5) in any one school year. Any remaining unused personal leave days will be converted to sick leave days at the end of each school year.

5. An employee will be allowed to use a paid personal day to work at the polls during regular and special elections provided the employee waives any and all compensation that the employee might otherwise be entitled to from the Board of Election. The employee’s waiver and acceptance of that waiver by the Board of Education must be submitted to the Treasurer prior to the use of the personal day for this purpose.

D. Leaves of Absence - General

1. Upon written request of an employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leave of absence and renewals thereof to any regular school employee because of physical or mental disability, but such school employee may have a hearing on such non-requested leave of absence or its renewals in accordance with division (C) of Section 3319.081 of the Revised Code. Upon

the return to service of a school employee at the expiration of leave of absence, he shall resume the contract status which he held prior to such leave.

2. Upon return of a school employee from a leave of absence, the board may terminate the employment of a person hired exclusively for the purpose of replacing the employee while he/she was on leave ("replacement"). If, after the return of an employee from leave, the replacement is continued in employment as a regular school employee or if he/she is hired by the board as a regular school employee within a year after his/her employment as a replacement is terminated, he/she shall, for purposes of Section 3319.081 of the Revised Code, receive credit for his/her length of service with the school district during such replacement period in the following manner:

   a. If employed as a replacement for less than twelve (12) months, he/she shall be employed under a contract valid for a period equal to twelve (12) months less the number of months employed as a replacement. At the end of such contract period, if the person is re-employed, it shall be under a two (2) year contract. Subsequent re-employment shall be pursuant to division (B) of Section 3319.081 the Revised Code.

   b. If employed as a replacement for twelve (12) months or more but less than twenty-four (24) months, he/she shall be employed under a contract valid for a period equal to twenty-four (24) months, less the number of months employed as a replacement. Subsequent re-employment shall be pursuant to division (B) Section 3319.081 of the Revised Code.

   c. If employed as a replacement for more than twenty-four (24) months, he/she shall be employed pursuant to division (B) of Section 3319.081 of the Revised Code.

   For purposes of this section, employment during any part of a month shall count as employment during the entire month.

3. Employees in the Buckeye Local School District shall receive a leave of absence for reasons of health as outlined in Ohio Revised Code Section 3319.13 and quoted above.

4. Other requests for leave of absence shall be as recommended by the Superintendent and approved by the Board of Education.

E. Union Leave

Employees will be granted leaves of absence with pay not to exceed seven (7) days in each school year to attend or participate in Union-sponsored meetings. The Unit Chairperson shall inform the office of the Superintendent to give the Union's approval for the use of release time. In addition to leaves of absence with pay, up to sixteen (16) unpaid Union leave days will be granted upon request of the Unit Chairperson for attendance at or participation in Union-sponsored meetings.

F. Assault Leave

Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a member of the bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules

adopted by the Buckeye Local Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status, including fringe benefits, during such absence.

A member of the bargaining unit shall be granted assault leave according to the following rules:

1. The absence resulted from a school related incident which must have occurred during the course of employment with the Buckeye Local Board of Education during the contractual year or when on assignment for the Board.

2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

3. If the employee received medical attention and/or is absent from his/her assigned duties more than five (5) working days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.

4. A member of the bargaining unit shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted.

5. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member becomes eligible in accordance with Ohio Revised Code. Pay would include supplementary contract amounts.

6. Payment shall be discontinued when the member elects to retire, or after thirty (30) working days, whichever occurs first.

7. If Workers' Compensation is awarded for disability for said injury, then the amount awarded will be deducted from the member's full salary.

8. Falsification of either a signed statement or a physician's certification is reason for suspension or termination of employment under Section 3319.16, Ohio Revised Code.

G. Jury Duty

Jury duty pay shall not be deducted from the employee's salary**.** An employee summoned for jury duty must submit proof of service once complete.

H. Military Leave

1. Leave Without Loss of Pay

An employee who is a "permanent public employee," as defined by O.R.C. 5903.01, and who is a member of the Ohio National Guard, the Ohio Defense Corps, the Navy Militia or any other reserve component of the United States Armed Forces, is entitled to leave of absence from his/her position without loss of pay for the time he/she is performing military service, including active duty or training, for up to one (1) month in any calendar

year in which they are performing such service. For the purposes of the Military Leave section, "month" means any twenty-two (22) work days of eight (8) hours, or one hundred seventy-six (176) hours within one calendar year. There is no requirement that the service occur in one continuous period of time.

2. Notification to the Superintendent

Prior to being credited with military leave, upon being called to service, the permanent public employee shall submit to the Superintendent the published order authorizing the call to service or a written statement from the appropriate military commander authorizing such service. The employee is also responsible for notifying the Superintendent of the beginning and end dates of service and his/her military rate of pay.

3. Vacancies

An appointment may be made to fill a vacancy created when an employee enters military service. Upon satisfying the conditions for reinstatement (see Section 6 below), the employee returning from military service will be reinstated to his/her original position. The employment of the employee displaced by the employee returning from military leave shall be governed by Article VIII C. 2.

4. Compensation When Called By President or Congress

Any permanent public employee entitled to leave under Section 1 (above) and who is called or ordered to service for longer than one month in a calendar year because of an executive order issued by the President of the United States or an act of Congress is entitled, during the period designated in the executive order or congressional act, to a leave of absence and to be paid, during each monthly pay period of that leave, the lesser of the following:

a. The difference between the employee's gross monthly wage or salary and the sum of the employee's gross uniformed pay and allowances received that month; or

b. Six hundred fifty ($650).

However, no employee shall receive any payment if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period.

5. Benefits

Employees on military leave are entitled to the same benefits given to other employees who take a leave of absence for non-military reasons. All leave (e.g. sick, vacation, personal) balances will remain intact throughout the period of military leave.

6. Reinstatement Rights and Obligations

The Board will reinstate an eligible employee upon return from military service. To be an eligible employee, the following conditions must be satisfied:

a. Unless impossible or unreasonable, the employee must have given the employer advance notice of the leave;

b. The employee must receive an honorable or general discharge (a copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment);

c. Leave must not exceed five (5) years; and

d. Following release from active duty, the employee must apply for reinstatement within the requisite deadline, which varies depending on the duration of service (see below);

   i. Service of less than thirty (30) days, employee must apply for reinstatement immediately upon release;

   ii. Service of 31 to 180 days, employee must apply for reinstatement within fourteen (14) days upon release;

   iii. Service of 181 or more days, employee must apply for reinstatement within 90 days upon release;

Upon satisfying the preceding conditions, the Board will promptly reinstate the returning employee (normally within thirty (30) days). Upon reinstatement, the returning employee is entitled to the same salary, seniority, rights and benefits he/she had on the initial date of leave, plus additional seniority and other rights and benefits the employee would have earned if there was no absence.

I. Reinstatement of Employee Returning Disabled/Injured

1. The Board will make reasonable efforts to accommodate employees returning from service with a disability incurred or aggravated during such service. Where a disability sustained in military service precludes restoration to the original position, the veteran will be placed in a position he/she is qualified to perform and which is the "nearest approximation" of the position to which the person is entitled, in terms of status and pay, with full seniority.

2. Where an employee returns with a temporary disability or injury (*e.g.*, a broken leg that will heal fully and properly), the Board will make reasonable efforts to accommodate the employee, or place the employee in another position until the temporary disability/injury has ceased to exist.

3. The Board will discuss their plan for any employee returning to work with the Union Chairperson and/or appropriate committee person prior to any employee returning to work on light duty. This conversation will not limit management's right to temporarily assign or reassign employees to accommodate a return to light duty.

J. Payroll Deduct Days

1. The Board of Education, through its Superintendent, retains the sole discretion to approve or deny requests for "payroll deduct days."

2. If the request is approved by the Superintendent, the employee will not receive a letter in her/his personnel file. Only the employee's per diem pay will be deducted for each day approved.

3. If the request is denied by the Superintendent and the employee takes a payroll deduct day(s), the employee may be subject to discipline in accordance with Article III. B. of the Master Agreement.

4. If the request is denied, the Superintendent will verbally explain the reason for the denial to the employee.

K. Leave Pursuant to Summons or Subpoena

Any employee who is summoned or subpoenaed for a job-related legal matter shall be granted leave with no loss of pay for days missed by reason of the summons or subpoena. A summons or subpoena issued because of a custody dispute involving a student is considered to be job-related.

Any employee who is summoned or subpoenaed for a non-job related matter shall be allowed to use personal leave or take an unpaid day at the discretion of the employee without further penalty.

L. Bereavement Leave

In the event a death occurs in the employee's immediate family and the employee has exhausted all available leave (sick leave including advancement, personal leave) and vacation, he/she will be granted up to two days of paid leave upon request. Immediate family is defined under Section A.1.

ARTICLE IX - HOLIDAYS

A. Holidays

The law on paid holidays for non-teaching employees is contained in Ohio Revised Code Section 3319.087 effective August 1, 1975. This section is quoted as follows:

1. Notwithstanding Section 3319.086 of the Revised Code, all regular non-teaching school employees employed on an eleven or twelve month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's day, Martin Luther King day, Memorial day, Independence day, Labor day, Thanksgiving day, and Christmas day of each year. All regular non-teaching school employees employed on a nine or ten month basis, whether

salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's day, Martin Luther King day, Memorial day, Labor day, Thanksgiving day, and Christmas day of each year. Regular employees employed less than nine (9) months shall be entitled to a minimum of those holidays enumer-ated in this section which fall during the employees' time of employment. In ad-dition to the above named holidays, a board of education may declare any other day, except days approved for employees' attendance at an education meeting, as a holiday and shall pay to all such regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay. When any employee is required by his responsible administrative superior to work on any of the paid holidays, he shall be granted compensatory time off for which he shall be paid his regular salary or at his regular rate of pay, or a board of education may establish a premium rate of pay for work performed on a paid holiday. Holidays shall occur on the days specified in Section 1.14 of the Revised Code.

2. For purposes of determining whether a person who is not in the employ of a board of education on Labor day is in compliance with the requirement of this section that states that in order for a non-teaching employee to be eligible for Labor day holiday pay he must have accrued earnings on the scheduled work day immediately preceding Labor day or have been excused from attendance at work on that day, a board of education shall count the employee's last scheduled work day of his preceding period of employment as his last scheduled day of employment for purposes of this requirement.

3. The Board of Education declares, in addition to the above named holidays, the following as holidays for all twelve (12) month employees:

   a. Day after Thanksgiving

   b. Day before Christmas

   c. Day before New Year's Day

4. In addition to the preceding holidays, all non-teaching employees shall receive Good Friday as a paid holiday.

5. The Board of Education has authorized observance of a designated holiday on the succeeding Monday when the day falls on a Sunday and to observe the designated holiday on the Friday preceding when the designated holiday falls on a Saturday providing earnings would have accrued on both the last scheduled workday before and after the designated holiday.

6. Holiday pay for employees working variable hours (i.e. courier) will be paid based upon the average of hours work on the last five (5) days worked preceding the holiday.

ARTICLE X - VACATIONS

A. Vacation Time Allowed

1. Vacation time applies only to full time eleven or twelve month employees.

2. Employees who have worked one (1) complete year of service are entitled to two (2) weeks paid vacation.

3. Employees who have worked eight (8) complete years of service are entitled to three (3) weeks vacation.

4. Employees who have worked thirteen (13) complete years of service are entitled to four (4) weeks vacation.

5. Vacation time may be taken in ¼ day increments.

B. <u>Vacation Scheduling</u>

1. Effective January 1, 1997, prior to April 1 of each year, all eligible employees will request their vacation periods for that calendar year. Vacation request forms will be available by February 1 of each year. Employees may schedule up to four (4) continuous weeks for any vacation period. Such requests for continuous weeks of vacation are subject to approval based on the staffing needs of the particular building. In the event of scheduling conflicts, senior employees shall have priority.

2. Vacations shall not be scheduled during the first or last week of any school year unless authorized by the Superintendent.

C. <u>Computation of Leave</u>

1. The anniversary date of the employee's contract of employment shall be used for the purpose of computing the amount of vacation leave to which the employee is entitled to accrue. Employees working less than twelve (12) months per year who have or will bid into a twelve (12) month position shall use the following formula to determine the amount of vacation they are entitled to accrue when entering the twelve (12) month position:

   [number of years employed] X [months worked per year] ÷ 12= years of service].

2. A new full-time employee shall be eligible to take vacation after completion of one continuous year of service. Vacation leave shall accrue according to the following schedule:

2 weeks (10 working days)	.833 days per month/2-1/2 days per quarter
3 weeks (15 working days)	1.25 days per month/3-3/4 days per quarter
4 weeks (20 working days)	1.66 days per month/5 days per quarter

   Accrual shall begin on the employee's anniversary date prior to1981.

D. <u>Carryover</u>

An employee may carry over unused vacation leave from one anniversary date to the next, with the approval of the Superintendent, and providing vacation leave requested does not exceed one-half of the employee's annual accrual. Likewise, an employee may seek pay in lieu of carry over vacation provided the number of days does not exceed one-half of the employee's annual accrual.

E. Use of Accrued Leave

An employee may use the accrued portion of the annual vacation leave prior to the time the full annual amount of such leave has been earned.

F. Compensation for Accrued Leave

1. Upon separation from employment a non-teaching school employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation, not to exceed the vacation leave accrued to his credit for the two years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year.

2. In case of death of a non-teaching school employee such accrued and unused vacation leave and prorated portion for the current year shall be paid to the employee's estate.

G. Prior Accrued Vacation

Vacation earned in prior public employment with the State or any political sub-division will be counted.

ARTICLE XI - FAMILY MEDICAL LEAVE

The UAW and Board acknowledge and agree to abide by the Reauthorized Family Medical Leave Act of 2009 (See Board Policy 4430.01) ("FMLA") which provides twelve (12) workweeks of unpaid leave to employees who have been employed by the Board for twelve (12) months and who have worked a minimum of 1,250 hours in the previous school year. Family Medical Leave can be taken for the birth of a child, foster care placement, adoption, or the serious health condition of the employee or immediate family member, as defined by the regulations. FMLA leave will not take away from or expand upon leave or benefits otherwise provided under this contract and will run concurrently with any available paid or unpaid leave and/or vacation. An employee may elect to keep a combination of up to five (5) days of sick leave and/or vacation from running concurrently with FMLA and will not be paid for these days while on FMLA. In accordance with the regulations, the Board is responsible for making inquiries to determine whether any leave requested constitutes family medical leave.

ARTICLE XII - INSURANCE/BENEFITS

A. Section 125 Plan ("Cafeteria Plan")

1. The Board has established a "Cafeteria Plan" that is designed to (a) allow UAW members who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. The Plan Year of the Cafeteria Plan shall be October 1 through the following September 30. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted on or before September 15th of each school year and may not be revoked during the current Plan Year, unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse,

change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by the participating UAW member.

B. Hospitalization, Surgical, and Major Medical Benefits

1. Employees are covered under a PPO Health Benefit Plan. The plan is provided by the Ashtabula County Schools Council of Governments ("ACSCOG"). Bargaining unit members will pay a monthly premium share equal to 5% of the total cost for medical, prescription, vision and single dental premiums. The maximum increase in the employee's monthly premium share will be $10 per month for single coverage and $20 per month for family coverage effective October, 2012 and October, 2013 (the cap does not apply to the total monthly insurance payment if employee is working under 6 hours).

2. Major provisions of the plan include (bold items effective July 1, 2012; all other items effective January 1, 2013):

Medical Benefits	Network	Non-Network
Calendar Year Deductible		
Single	$100	$200
Family	$200	$400
Co-Insurance %		
Single	90%/10%	70%/30%
Family	90%/10%	70%/30%
Out of Pocket (Coinsurance excluding deductible)		
Single	$400	$ 800
Family	$800	$1,600
Office Visit Co-Pay	**$20**	**70%/30%**
Prescription Drug (Retail)	**$10 Gen/$20 Preferred Brand/ $40 Non Preferred Brand**	
Mail Order Drug	**$20 Gen/$40**	

Medical Benefits	Network	Non-Network
	Preferred Brand/ $80 Non Preferred Brand **STEP THERAPY and QUANTITY LIMITS**	
Hospital		
Inpatient Hospital – Semi-private room	90%/10% after deductible	70%/30% after deductible
Miscellaneous	90%/10% after deductible	70%/30% after deductible
Surgical		
Inpatient	90%/10% after deductible	70%/30% after deductible
Outpatient	90%/10% after deductible	70%/30% after deductible
Second Opinion	90%/10% after deductible	70%/30% after deductible
Pre-Admission Testing	90%/10% after deductible	70%/30% after deductible
Routine Mammograms – One per calendar year	100% not subject to the deductible	70%/30% after deductible
Routine Ob-Gyn Exams & Pap Test	100% not subject to the deductible; includes lab work	70%/30% after deductible
Routine Prostate Exams & PSA Tests	100% not subject to the deductible; includes lab work	70%/30%; lab work covered at 70%/30% after deductible
Routine Immunizations	100% not subject to the deductible	70%/30% after deductible
Hepatitis B Vaccine	100% not subject to the deductible	70%/30% after deductible
Routine Annual Physical Exams	100% not subject to the deductible; includes lab work	70%/30 after deductible
Allergy Testing	90%/10% after	70%/30% after

Medical Benefits	Network	Non-Network
	deductible; $20 co-pay applies to office charge, if any	deductible
Diagnostic X-Ray & Laboratory	90%/10% after deductible	70%/30% after deductible
Sterilizations	90%/10% after deductible; $20 co-pay applies to office charge, if any	70%/30% after deductible
Therapeutic Abortions (Non-elective)	90%/10% after deductible	70%/30% after deductible
Radiation Therapy	90%/10% after deductible	70%/30% after deductible
Emergency Care Institutional Charges	**100% after $100 co-pay (waived if admitted); Not subject to the deductible; $35 co-pay applies to urgent care center**	**100% after $100 co-pay (waived if admitted); Not subject to the deductible; $35 co-pay applies to urgent care facility center**
Related Charges	100%	100%
Non-Emergency Use of Emergency Room Institutional Charges	90%/10% after deductible; $35 co-pay applies to urgent care center	70%/30% after deductible; Urgent care ctr. reimbursed at 70%/30% after deductible
Related Charges	90%/10% after deductible	70%/30% after deductible
Infertility Treatment - For diagnosis and treatment for medical condition only	90%/10% after deductible	70%/30 after deductible
Routine Hearing	100% not subject to	70%/30% after

Medical Benefits	Network	Non-Network
Examinations-limit one per calendar year	the deductible	deductible
Mental Health Basic Benefits Inpatient – Semi-private room	90%/10% after deductible	70%/30% after deductible
Outpatient	$20 co-pay	70%/30% after deductible
Drug Abuse & Alcoholism (Basic Benefits)	90%/10% after deductible	70%/30% after deductible
Inpatient – Semi-private room		
Outpatient	$20 co-pay	70%/30% after deductible
Skilled Nursing Facilities – Limited to 180 days per calendar year	90%/10% after deductible	70%/30% after deductible
Well-Child Care	100% not subject to the deductible	70%/30% after deductible
Medically Necessary Office Visits	$20 co-pay	70%/30% after deductible
Ambulance – Emergency use only	100% not subject to deductible	100% not subject to deductible
Durable Medical Equipment	90%/10% after deductible	70%/30% after deductible
Orthotic Devices	90%/10% after deductible	70%/30% after deductible
Allergy Treatment	90%/10% after deductible ; $20 co-pay applies to office charge, if any	70%/30% after deductible
Outpatient Speech Therapy – Up to 20	90%/10% after deductible; $20 co-	70%/30% after deductible

Medical Benefits	Network	Non-Network
visits per calendar year	pay applies to office charge, if any. 10 visits/year. Additional visits may be approved upon appeal if medically necessary.	
Outpatient Occupational & Physical Therapy – Up to 60 visit per calendar year for physical and occupational therapy combined	90%/10% after deductible; $20 co-pay applies to office charge, if any;	70%/30% after deductible
Chiropractic Services – Up to 10 visits per calendar year	90%/10% after deductible; $20 co-pay applies to office charge, if any;	70%/30% after deductible
Home Health Care – Up to 100 visits per calendar year	90%/10% after deductible	70%/30% after deductible
Hospice	90%/10% after deductible	70%/30% after deductible
Major Medical Maximums Lifetime Benefit	Unlimited	Unlimited
Dependent Age Limit Dental/Vision	Dependents covered to 23rd birthday or 25th birthday if full-time student	Dependents covered to23rd birthday or 25th birthday if full time student
Dependent Age Limit Medical	Dependents covered to the 26th birthday	Dependents covered to 26th birthday

3. This plan contains coordination of benefits and subrogation.

4. A married employee may elect to enroll in either a family or single contract for him/her self, except that employees who are not twelve (12) month employees hired for the first time after March 1, 2002, shall only be eligible for Board-paid single coverage.

5. Husband and wife employees of the Board of Education may elect to enroll in a family contract or two single plans.

6. An unmarried employee, with no dependents, is eligible to enroll in single coverage only.

7. An unmarried employee, with dependents, is eligible to enroll in family coverage.

8. Transfer of existing coverage will be effective with the Buckeye Schools on the first working day.

9. Participation in the hospitalization and surgical insurance plans is not automatic. All employees must make formal request for enrollment on forms that are available at the Treasurer's Office and may also need to complete and file election forms as required under the Cafeteria Plan.

10. The following enrollment regulations apply:

    a. An employee not enrolled in the health care program may enroll in the program at any time permitted by the carrier under the terms of the cafeteria plan and rules of the carrier

    b. New employees may enroll the month of employment with an effective date being the first working day subject to the rules of the Cafeteria Plan.

    c. After enrollment, insurance is continuous with employment unless voluntarily canceled by the employee in accordance with the terms of the Cafeteria Plan or termination of employment occurs. Employees will have one opportunity per year to enroll in or opt out of the various insurance programs, in accordance with the terms of the Cafeteria Plan. Any employee who has enrolled will not be able to change that enrollment option until the next scheduled open enrollment period, unless permitted under the terms of the Cafeteria Plan.

    d. Upon termination of employment for any reason other than gross misconduct or for any other "qualifying event" (e.g., reduction in hours resulting in a loss of coverage) an employee and/or covered spouse will have sixty (60) days in which to elect continued group health coverage. Such coverage will begin on the date of termination of employment and will continue for eighteen (18) months, or until the employee becomes covered under any other employer-sponsored group health insurance plan. The cost of the continued group health coverage shall be one hundred and two percent (102%) of the applicable premium and will be paid by the employee and/or spouse. Failure to make timely premium payments will result in termination of the continued group health coverage. This provision shall be administered in accordance with federal law.

    e. When an employee retires, and declines to elect continued group health care coverage as provided in paragraph (d), the Board-paid insurance will terminate the first (1st) of the month following the effective date of retirement as determined by the School Employees' Retirement System.

f. Employees who have not resigned but whose request to receive their entire pay in advance for the summer has been approved by the Superintendent, shall continue to receive Board-paid hospitalization for the summer months.

g. Employees on a Board approved medical leave of absence may elect to continue on the Buckeye Local Board of Education health insurance plan, at group rates, at their own expense for the length of the approved medical leave of absence.

h. Employees receiving Workers' Compensation benefits due to an injury sustained in the course of their employment with the Board shall continue to receive Board-paid insurance in accordance with the schedule in Section XII.A.11 for a period of twenty-four (24) months from the date such benefits commence. In applying the schedule in Section XII.A.11, the Board will look to the permanent hours that would have been established for that employee in September, had the employee not been receiving Workers' Compensation benefits.

11. Employees who work less than an eight (8) hour day shall have their insurance paid for by the Board of Education according to the following schedule:

Effective	3/1/12
4 - 4:59 hours	45%
5 – 5:59 hours	95% of single coverage 90% of family coverage
6 or more	95%

a. Hours are calculated on the average weekly schedule.

b. Every September, as permanent hours are established, the above schedule will be applied for the year. If the supervisor makes an adjustment in an employee's work schedule that exceeds a period of one month during the year, a corresponding adjustment will be made according to the Board-paid schedule upon the approval of the Superintendent.

12. All employees are covered on a twelve (12) month basis unless termination of employment occurs. During the summer months, when an employee who pays a portion of his premium, is not receiving a paycheck, the employee will be billed for his portion of the premiums.

13. In the event the Board decides to change carriers for any benefit provided for in this contract, the Board will agree that the level of benefits shall be the same as that contained in this Agreement.

14. Upon request, the Board will furnish the Union with actuarial data and information relating to any increases in insurance premiums to employees.

C. Dental

The Board shall provide and pay a percentage of the premium~~s~~ cost~~s~~ for single group dental coverage which provides one hundred percent (100%) aid to preventive and diagnostic dentistry, eighty percent (80%) basic restorative services, sixty percent (60%) major restorative services, sixty percent (60%) orthodontia (up to a maximum of one thousand dollars ($1,000) per person), one thousand five hundred dollar ($1,500) calendar year maximum per person, twenty-five dollar ($25) individual deductible, fifty dollar ($50) family deductible in accordance with the Board's dental plan. An employee enrolled in the family dental plan shall pay the difference between single and the family premium. Enrollment rights under the Dental Plan shall be subject to the rules of the Cafeteria Plan.

D. Life Insurance

The Buckeye Board of Education provides $40,000 Group Term Life Insurance to employees working four (4) or more hours per day. Employees working less than four (4) hours per day will receive $20,000 Group Term Life Insurance. New employees shall be eligible after the completion of ninety (90) days of employment. In addition, an employee may purchase additional life and accidental insurance (AD&D) in $10,000 increments for the employee up to a maximum of $100,000, in $5,000 increments for a spouse up to a maximum of $25,000 and a flat $10,000 life benefit only (no AD&D) for child(ren) at his/her own expense upon approval of the carrier.

Upon retirement or termination of employment, an employee will have the opportunity to continue purchasing basic life insurance at a reduced rate upon approval of the carrier. (This does not apply to the additional voluntary life that the employee purchases for themselves, their spouse or children).

To the extent allowed by the insurance company, employees on medical leave of absence may elect to continue on the Buckeye Board of Education life insurance plan, at group rates, at their own expense for the length of the approved leave of absence.

Employees receiving Workers' Compensation benefits due to an injury sustained in the course of employment for the Board shall continue on the Buckeye Board of Education life insurance plan at Board expense for a period of two (2) years from the start of such Workers' Compensation benefits.

ARTICLE XIII - COMPENSATION

A. Salary Schedule

Current salary schedules will increase by .75% on July 1, 2012 and by 1.0% on July 1, 2013.

B. Severance Pay

An employee who has had five (5) or more years of service may elect to receive, at the time of retirement or death under the appropriate School Employees Retirement System (SERS) a cash payment equal to the value of twenty-five percent (25%) of his or her accumulated but unused sick leave credit up to a maximum of seventy-five (75) days.

If the retiring employee is on less than a full-time schedule at the time of retirement, the calculation of the days due is to be based on the average work day during the year immediately proceeding the effective date of retirement.

The calculation of severance pay shall be made on the basis of each eligible employee's regular daily base rate of compensation at the time of retirement. Excluded from such calculation shall be annual differentials, shift differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

The receipt of Severance Pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement.

The payment of severance pay shall be made only once to any employee. Such payment shall be made within sixty (60) days of the employee's retirement.

C. Increments

Effective July 1, 1973, all non-teaching employees who work 120 days prior to that date shall move to the next year of experience on the salary schedule and each year thereafter on July 1.

D. Payday

All employees will receive their pay via direct deposit. Employees may designate up to three different accounts for disbursement of funds. When a payday falls on a legal holiday, check will be direct deposited on the last business day prior to the legal holiday.

E. Mileage Reimbursement

Employees required to use personal vehicles in connection with their job duties shall be reimbursed at the then prevailing IRS mileage reimbursement rate.

F. Longevity

In addition to the hourly rates reflected in the salary schedules, employees who have completed nine (9) years of service with the Board will receive a longevity payment of five cents (5¢) per hour, effective July 1 of the year following the completion of nine (9) years of service. Employees who have completed fourteen (14) years of service with the Board will receive a longevity payment of thirty-five cents (35¢) per hour, effective on July 1 of the year following completion of fourteen (14) years of service. To constitute a year of service, an employee must work one hundred twenty (120) days prior to July 1 of any year. The longevity step shall be paid to all employees who have completed fourteen (14) years of service regardless of placement on the salary schedule. Additional longevity steps of ten cents (10¢) per hour at the twentieth year and twenty-fifth year shall be payable effective July 1 of the year following completion of nineteen (19) and twenty-four (24) years of service with the Board, respectively. For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.

G. Nonresident Tuition

Employees may enroll their children at the Buckeye Local School District under the Inter-district Open Enrollment Policy which requires a parent to submit an application each year between

April 1 and April 15. If the Board rescinds its Inter-district Open Enrollment Policy, they will allow children of nonresident employees to attend school within the district upon payment of one-half (½) of the cost of tuition.

H. Work Year for Cafeteria Managers

Cafeteria managers will be paid one (1) extra hour per month in order to complete required paperwork. This hour will be scheduled with the approval of the Food Service Supervisor.

I. Reimbursement of Background Checks

The Board will reimburse employees for background (BCII and FBI) checks that are required by law for certification or to maintain their employment with the district.

J. Uniforms

The Board will supply and deliver to the appropriate locations, the bus mechanics and maintenance employees with uniforms that are to be worn when working for the district.

ARTICLE XIV - DRUG AND ALCOHOL TESTING

The Board reserves the right to require an employee to undergo medical testing for alcohol and/or drug use if it has reasonable suspicion to believe, based on specific, objective facts, that the employee is under the influence of alcohol and/or drugs or has used such substances on Board property or if the employee is involved in a work-related accident resulting in physical injury and/or injury to property in excess of two hundred dollars ($200.00).

The types of tests that may be used include breathalyzer, blood test, and urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit a written consent to medical testing under the conditions outlined in this Article will be deemed insubordination and will result in appropriate discipline in accordance with the terms of this Agreement. If a medical test shows the presence of alcohol or an illegal or legal mood-altering drug, the Board will request a confirmation test to insure the accuracy of the test results.

Any confirmed positive test results may result in disciplinary action, in accordance with the terms of this Agreement, including suspension without pay or termination. The specific procedures for drug and alcohol testing are appended to this Agreement as Attachment A.

Mandatory drug and alcohol testing of drivers and mechanics will be governed in accordance with Board policy and Buckeye Local School District's Alcohol/Drug Testing Handbook.

ARTICLE XV – RETIREMENT INCENTIVE PLAN

A. Subject to each of the provisions below, a Retirement Incentive Plan shall be implemented for all operational employees ("the employee") eligible to retire as of June 30, 2012. The Retirement Incentive Plan will only apply to retirements which take effect in July or August of 2012.

B. To qualify for the Retirement Incentive Plan, the employee must meet all of the following retirements:

   a. On the date of retirement, the employee must be eligible for service retirement under the State Employees Retirement System (SERS). To be eligible for SERS retirement, the employee must have five (5) years of service credit to retire at age 60; twenty five (25) years of service to retire at 55; or thirty years (30) of service to retire at any age. The employee is responsible for ensuring the Board has accurate information regarding the employee's service credit.

   b. Each employee eligible under this subsection must provide the Superintendent's office an irrevocable letter of resignation and SERS certification of eligibility to retire by 4:00 p.m. on April 30, 2012, which provides that the employee will resign from employment with the District due to retirement between July 1 and August 18, 2012.

C. The following conditions will cause an employee to be ineligible to participate in this Retirement Incentive Plan:

   a. Disability retirement
   b. Termination or suspension pending termination
   c. Nonrenewal or reduction in force
   d. Employees who are currently retired and received or are receiving retirement benefits from SERS.

D. In the case of the retiree's death, the Retirement Incentive Plan payment and the severance payment shall be made to his/her surviving spouse or to his/her estate in the manner provided by law.

E. The Retirement Incentive plan is entirely voluntary on the part of the employee, but any employee who applies for the Retirement Incentive Plan and meets the eligibility requirements below shall be eligible to participate.

F. If any provision of this Section is held unlawful by a court of competent jurisdiction, then this entire Section shall automatically be null and void from that date forth, and no employee who retires after the date of the court's judgment shall be eligible for any retirement incentive.

G. In order for the retirement incentive plan to be implemented, a minimum of eight (8) eligible UAW bargaining unit members must provide a timely letter of resignation. If there are an insufficient number of employees participating, those employees who gave timely notice will be allowed to revoke their letter of resignation within fifteen (15) days of notification by the Board that there are an insufficient number of eligible employees participating (May 16, 2012 at 4:00 pm). The value of the retirement incentive will be contingent upon the number of participants as follows:

i. Minimum of eight (8) people Severance at 30% of accumulated sick leave
ii. Minimum of ten (10) people Severance at 32% of accumulated sick leave
iii. Minimum of twelve (12) people Severance at 35% of accumulated sick leave

H. The incentive payment will be paid in accordance with the severance payment provisions in Article XIII B.

I. This Retirement Incentive Plan automatically expires as of August 19, 2012.

ARTICLE XVI - ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

ARTICLE XVII - SAVING PROVISION

Any provision of this agreement found to be in violation of existing or future federal, state or local law shall become inoperative, and the remainder of the Agreement shall continue in full force and effect.

ARTICLE XVIII - TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective from March 1, 2012 and remain in full force and effect through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of March, 2012.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)

BUCKEYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

For the International Union:

Rich Rankin

Jacqueline Hillyer
President

For the Local Union 1834:

Mary Ann Firster

Nancy L. Williams

Diane L. Watson

Sherry L. Wentworth

LuAnn King

R. R. Kreisher

Stephanie DiTirro

Lisa A. Loomis

Rick Kaydo

Traci M. Morse

(SIGNATURES ON FILE AT BOARD OFFICE AND REGIONAL OFFICE)

BUCKEYE LOCAL SCHOOLS
Salary Schedule*

SKILLED MAINTENANCE

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	17.60	17.73	17.91
2	17.89	18.02	18.20
3	18.18	18.32	18.50
4	18.45	18.59	18.77
5	18.74	18.88	19.07
6	19.03	19.17	19.36
7	19.31	19.45	19.65
8	19.61	19.76	19.95
9	19.90	20.05	20.25

MAINTENANCE

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.59	16.71	16.88
2	16.70	16.83	16.99
3	16.76	16.89	17.05
4	16.85	16.98	17.15
5	16.97	17.10	17.27
6	17.09	17.22	17.39

MAINTENANCE CUSTODIAN

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.31	16.43	16.60
2	16.51	16.63	16.80
3	16.63	16.75	16.92
4	16.71	16.84	17.00
5	16.85	16.98	17.15
6	17.02	17.15	17.32

Additional Rates

1. Licensed Boiler Operator, add 12 cents per hour to base rate - effective 1/1/75.
2. Employees classified as maintenance will not be required to hold a boiler license. No additional pay for maintenance holding a boiler license.
3. Nightshift differential - add 25 cents per hour to base rate when working 2nd or 3rd shift - effective 1/1/75, revised 1/1/90.
4. In the event the maintenance employee is required by the Board or by State regulations to be a licensed electrician, plumber or sprayer the maintenance employee will receive an additional twelve cents (12¢) per hour to the base rate.

*Longevity Pay - The hourly rate for any employee who has completed nine (9) years of service with the District will be increased by five cents (5¢) per hour in addition to the employee's regular rate effective July 1 of the year following completion of the ninth (9th) year. The hourly rate for any employee who has completed fourteen (14) years of service with the District will be increased by thirty-five cents (35¢) per hour, for a total longevity pay of forty cents (40¢) per hour in addition to the employee's regular rate, effective July 1 of the year following completion of the fourteenth (14th) year. The hourly rate for any employee who has completed nineteen (19) years of service as of July 1 will be increased by an additional ten cents (10¢) per hour for a total longevity pay of fifty cents (50¢) per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty four (24) years of service as of July 1st will an additional ten cents (10¢) per hour for a total longevity pay of sixty cents (60¢) per hour in addition to the employee's regular hourly rate.

****For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.**

BUCKEYE LOCAL SCHOOLS
Salary Schedule*

HEAD BUS MECHANIC

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	17.60	17.73	17.91
2	17.89	18.02	18.20
3	18.18	18.32	18.50
4	18.45	18.59	18.77
5	18.74	18.88	19.07
6	19.03	19.17	19.36
7	19.31	19.45	19.65
8	19.61	19.76	19.95
9	19.90	20.05	20.25

BUS MECHANIC

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.78	16.91	17.07
2	17.10	17.23	17.40
3	17.39	17.52	17.70
4	17.66	17.79	17.97
5	17.97	18.10	18.29
6	18.25	18.39	18.57
7	18.53	18.67	18.86
8	18.82	18.96	19.15
9	19.11	19.25	19.45

BUS DRIVERS

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.16	16.28	16.44
2	16.45	16.57	16.74
3	17.31	17.44	17.61
4	17.75	17.88	18.06
5	17.89	18.02	18.20
6	18.03	18.17	18.35

BUS AIDES

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.30	13.40	13.53
2	13.42	13.52	13.66
3	13.53	13.63	13.77
4	13.65	13.75	13.89
5	13.75	13.85	13.99

*Longevity Pay - The hourly rate for any employee who has completed nine (9) years of service with the District will be increased by five cents (5¢) per hour in addition to the employee's regular rate effective July 1 of the year following completion of the ninth (9th) year. The hourly rate for any employee who has completed fourteen (14) years of service with the District will be increased by thirty-five cents (35¢) per hour, for a total longevity pay of forty cents (40¢) per hour in addition to the employee's regular rate, effective July 1 of the year following completion of the fourteenth (14th) year. The hourly rate for any employee who has completed nineteen (19) years of service as of July 1 will be increased by an additional ten cents (10¢) per hour for a total longevity pay of fifty cents (50¢) per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty four (24) years of service as of July 1st will be increased by an additional ten cents (10¢) per hour for a total longevity pay of sixty cents (60¢) per hour in addition to the employee's regular hourly rate.

****For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.**

BUCKEYE LOCAL SCHOOLS
Salary Schedule*

BUILDING SECRETARY

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	14.87	14.98	15.13
2	14.97	15.08	15.23
3	15.13	15.24	15.40
4	15.22	15.33	15.49
5	15.35	15.47	15.62
6	15.43	15.55	15.70
7	15.59	15.71	15.86
8	15.70	15.82	15.98
9	15.78	15.90	16.06
10	15.89	16.01	16.17
11	16.05	16.17	16.33

LIBRARY AIDE

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	14.37	14.48	14.62
2	14.47	14.58	14.72
3	14.60	14.71	14.86
4	14.74	14.85	15.00
5	14.83	14.94	15.09
6	14.92	15.03	15.18
7	15.06	15.17	15.32
8	15.18	15.29	15.45
9	15.28	15.39	15.55
10	15.39	15.51	15.66
11	15.48	15.60	15.75

CENTRAL CALL-IN

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	14.37	14.48	14.62
2	14.47	14.58	14.72
3	14.60	14.71	14.86
4	14.74	14.85	15.00
5	14.83	14.94	15.09
6	14.92	15.03	15.18
7	15.06	15.17	15.32
8	15.18	15.29	15.45
9	15.28	15.39	15.55
10	15.39	15.51	15.66
11	15.48	15.60	15.75

*Longevity Pay - The hourly rate for any employee who has completed nine (9) years of service with the District will be increased by five cents (5¢) per hour in addition to the employee's regular rate effective July 1 of the year following completion of the ninth (9th) year. The hourly rate for any employee who has completed fourteen (14) years of service with the District will be increased by thirty-five cents (35¢) per hour, for a total longevity pay of forty cents (40¢) per hour in addition to the employee's regular rate, effective July 1 of the year following completion of the fourteenth (14th) year. The hourly rate for any employee who has completed nineteen (19) years of service as of July 1 will be increased by an additional ten cents (10¢) per hour for a total longevity pay of fifty cents (50¢) per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty four (24) years of service as of July 1st will be increased by an additional ten cents (10¢) per hour for a total longevity pay of sixty cents (60¢) per hour in addition to the employee's regular hourly rate.

****For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.**

BUCKEYE LOCAL SCHOOLS
Salary Schedule*

CAFETERIA MANAGERS

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	14.50	14.61	14.75
2	14.60	14.71	14.86
3	14.68	14.79	14.94
4	14.77	14.88	15.03
5	14.83	14.94	15.09
6	14.88	14.99	15.14

CAFETERIA COOKS

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.73	13.83	13.97
2	13.81	13.91	14.05
3	13.88	13.98	14.12
4	13.95	14.05	14.20
5	14.03	14.14	14.28
6	14.10	14.21	14.35

SERVICE PERSONNEL

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.73	13.83	13.97
2	13.81	13.91	14.05
3	13.88	13.98	14.12
4	13.95	14.05	14.20
5	14.03	14.14	14.28
6	14.10	14.21	14.35

HEAD CUSTODIANS

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.86	16.99	17.16
2	17.06	17.19	17.36
3	17.21	17.34	17.51
4	17.37	17.50	17.68
5	17.54	17.67	17.85
6	17.72	17.85	18.03

CUSTODIANS

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.10	16.22	16.38
2	16.27	16.39	16.56
3	16.41	16.53	16.70
4	16.61	16.73	16.90
5	16.72	16.85	17.01
6	16.95	17.08	17.25

*Longevity Pay - The hourly rate for any employee who has completed nine (9) years of service with the District will be increased by five cents (5¢) per hour in addition to the employee's regular rate effective July 1 of the year following completion of the ninth (9th) year. The hourly rate for any employee who has completed fourteen (14) years of service with the District will be increased by thirty-five cents (35¢) per hour, for a total longevity pay of forty cents (40¢) per hour in addition to the employee's regular rate, effective July 1 of the year following completion of the fourteenth (14th) year. The hourly rate for any employee who has completed nineteen (19) years of service as of July 1 will be increased by an additional ten cents (10¢) per hour for a total longevity pay of fifty cents (50¢) per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty four (24) years of service as of July 1st will be increased by an additional ten cents (10¢) per hour for a total longevity pay of sixty cents (60¢) per hour in addition to the employee's regular hourly rate.

****For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.**

BUCKEYE LOCAL SCHOOLS
Salary Schedule*

CROSSING GUARD

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	16.44	16.56	16.73
2	16.61	16.73	16.90
3	16.80	16.93	17.10

COURIER

Step	3/1/10 Hourly Rate	**3/1/12 Hourly Rate**	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.63	13.63	13.73	13.87
2		13.71	13.81	13.95
3		13.78	13.88	14.02
4		13.85	13.95	14.09
5		13.93	14.03	14.17

STUDENT MONITOR EDUCATIONAL AIDE

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.30	13.40	13.53
2	13.42	13.52	13.66
3	13.53	13.63	13.77
4	13.65	13.75	13.89
5	13.75	13.85	13.99

*Longevity Pay - The hourly rate for any employee who has completed nine (9) years of service with the District will be increased by five cents (5¢) per hour in addition to the employee's regular rate effective July 1 of the year following completion of the ninth (9th) year. The hourly rate for any employee who has completed fourteen (14) years of service with the District will be increased by thirty-five cents (35¢) per hour, for a total longevity pay of forty cents (40¢) per hour in addition to the employee's regular rate, effective July 1 of the year following completion of the fourteenth (14th) year. The hourly rate for any employee who has completed nineteen (19) years of service as of July 1 will be increased by an additional ten cents (10¢) per hour for a total longevity pay of fifty cents (50¢) per hour in addition to the employee's regular hourly rate. The hourly rate for any employee who has completed twenty four (24) years of service as of July 1st will be increased by an additional ten cents (10¢) per hour for a total longevity pay of sixty cents (60¢) per hour in addition to the employee's regular hourly rate.

****For employees with "dual contracts", longevity will only apply to years of service in their primary job classification starting with all employees that are granted their second contract after March 1, 2009.**

SUMMER JOBS**

Step	3/1/10 Hourly Rate	7/1/12 Hourly Rate	7/1/13 Hourly Rate
1	13.14	13.24	13.37

**Temporary summer jobs do not qualify for longevity pay.

BUCKEYE LOCAL SCHOOL DISTRICT
CLASSIFIED EMPLOYEES DISCUSSION FORM

(Step One)

Name of Employee _____ Date of Discussion Meeting _____

Department_____

Employee's Concern and Section(s) of Agreement in Question:

_____

_____

_____

_____

Solution (if problem resolved at this level):

_____

_____

_____

_____ _____

All parties must sign below to acknowledge that discussion transpired.

_____ _____
Signature of Level One Supervisor Date *Signature of Employee Date*

_____ _____
Signature of Association Representative Date *Signature of Grievance Chair Date*

BUCKEYE LOCAL SCHOOL DISTRICT

UAW Grievance Form - Step 2

Aggrieved Person _____ Date of Formal Presentation _____

Date Step 1 Discussion took place _____

Address _____ Telephone _____

Building _____ Immediate Supervisor _____

Years in System _____ Job Classification _____

STATEMENT OF GRIEVANCE: Date of Occurrence _____

Specific terms of Agreement alleged to have been violated, if known:

RELIEF SOUGHT:

Date _____ _____

(Signature of Aggrieved)

Copies to:	Date Received:	Initials:
Immediate Supervisor	_____	_____
Superintendent	_____	_____
Building Representative	_____	_____
UAW Unit Chairman	_____	_____

BUCKEYE LOCAL SCHOOL DISTRICT

Step 2 - UAW **Decision of Immediate Supervisor**

(To be completed within five (5) working days from receipt of grievance)

Aggrieved Person _____ Date of Formal Presentation _____

Building _____ Immediate Supervisor _____

DECISION OF IMMEDIATE SUPERVISOR:

Date _____ _____

(Signature of Immediate Supervisor)

UNION OR AGGRIEVED PERSON'S RESPONSE:

(To be completed within five (5) working days of decision)

_____ I accept the above decision of the Immediate Supervisor.
_____ I hereby appeal the above decision to the Superintendent or his designee.

Date _____ _____

(Signature of Aggrieved)

Copies to:	Date Received:	Initials:
Aggrieved	_____	_____
Immediate Supervisor	_____	_____
Superintendent	_____	_____
Building Representative	_____	_____
UAW Unit Chairman	_____	_____

BUCKEYE LOCAL SCHOOL DISTRICT

Step 3 - UAW **Decision of Superintendent or Designee**

(To be completed within five (5) working days of meeting with the Union Grievance Committee)

Aggrieved Person _____ Date of Formal Presentation _____

Date Appeal Received by Superintendent _____ Date Appeal Meeting Held With Grievance Committee _____

DECISION OF SUPERINTENDENT OR DESIGNEE:

Date _____ _____

(Signature of Superintendent/Designee

UNION OR AGGRIEVED PERSON'S RESPONSE:

(To be completed within five (5) working days of decision)

____ I accept the above decision of the Superintendent/Designee.
____ I hereby appeal the above decision to step 4 as attached.

Date _____ _____

(Signature of Aggrieved/Unit Chairman)

Copies to:	Date Received:	Initials:
Unit Chairman (5)	_____	_____
Superintendent	_____	_____

BUCKEYE LOCAL SCHOOL DISTRICT

Step 4 - UAW

Appeal of Aggrieved/Union to Superintendent or Designee and UAW International Union Rep.

Aggrieved Person _____

Date of Formal Presentation _____

Superintendent/Designee _____

Date of Response by Aggrieved/Union _____

(Meeting to be held within ten (10) working days of submission.)

FACTS GIVING RISE TO GRIEVANCE:

CONTRACT PROVISION OR PROVISIONS ALLEGED TO BE MISINTERPRETED, MISAPPLIED, OR VIOLATED:

RELIEF SOUGHT:

Date _____ _____

(Signature of Aggrieved/Union Rep.)

Copies to:	Date Received:	Initials:
Unit Chairman (5)	_____	_____
Superintendent	_____	_____

BUCKEYE LOCAL SCHOOL DISTRICT

Step 4 - UAW **Decision of Superintendent or Designee**

(To be completed within five (5) working days of the Step 4 Meeting)

Aggrieved Person _____ Date of Formal Presentation _____

Date Meeting Held with Superintendent/Designee and UAW International Union Representative _____

DECISION OF SUPERINTENDENT OR DESIGNEE:

Date _____ _____

(Signature of Superintendent/Designee)

UNION OR AGGRIEVED PERSON'S RESPONSE:

(To be completed within five (5) working days of decision)

___ I accept the above decision of the Superintendent/Designee.
___ I wish to submit the grievance to arbitration.

Date _____ _____

(Signature of Unit Chairman or International Union Representative)

Copies to:	Date Received:	Initials:
Unit Chairman (5)	_____	_____
Superintendent	_____	_____

ATTACHMENT A

REASONABLE CAUSE AND POST-ACCIDENT TESTING

If a trained supervisor/administrator has reason to believe, based on specific, objective facts that an employee is under the influence of alcohol and/or drugs or has used such substances on Board property, or if the employee is involved in a work-related accident, the following procedures will be followed:

1. If possible, the supervisor should share his/her observations and concerns with another trained, supervisor or administrator.

2. The supervisor/administrator will approach the employee to confront him/her about their suspicions. The employee should be given an opportunity to explain his/her behavior or activities. This discussion should be held in a private setting, out of earshot of the employee's co-workers. Upon the employee's request, a Union representative will be present at this meeting.

3. If, following this discussion with the employee, the supervisor/administrator continues to suspect that the employee is under the influence of alcohol or drugs or used those substances on Board property, the employee will be asked to give a written consent to submit to medical testing. This written consent will also release the results of the medical test to the Board and Union Representative. (See attached).

4. If the employee refuses to sign the written consent form, that employee will be immediately suspended, without pay, pending further disciplinary proceedings that could result in termination. The employee will have the option of accepting the Board's offer of transportation to the employee's home or making his/her own arrangements for transportation. If the employee insists on driving himself/herself, the supervisor/ administrator will notify the authorities that the employee is suspected of having used or consumed drugs or alcohol and has refused transportation. Under no circumstances will the supervisor/administrator physically restrain the employee.

5. After the supervisor/administrator obtains the employee's written consent to submit to medical testing, one of the supervisors/administrators will personally accompany the employee to the designated testing site (Occupational Health Service). The testing site will be responsible for establishing chain of custody procedures that preserve the integrity and validity of the specimen. The specimen will be analyzed by Southgate laboratories or another N.I.D.A. certified laboratory as agreed to by the Board and Union. After the testing is completed, the supervisor will make the necessary arrangements to insure the employee is transported home. If the employee refuses the Board's offer of transportation and refuses to arrange for other transportation, the supervisor will notify the authorities that there is reason to believe that the employee used or consumed drugs or alcohol and that the employee has refused transportation. Under no circumstances will the supervisor physically restrain the employee.

6. Immediately, or no later than completion of the supervisor/administrator's shift, the supervisor/administrator will provide a written, confidential statement documenting the specific objective facts that lead the supervisor/administrator to believe the employee was under the influence or had used alcohol or drugs on Board property. This written report,

along with the test results and the employee's signed consent form, will be given to the Superintendent and will be kept strictly confidential.

7. Pending receipt of the test results, the employee will be placed on an unpaid leave of absence. If the test results are negative, the employee will be fully compensated for any back wages. If the test results are positive, a confirmation GC/MS test will be done. Pending the results of the confirmation test, the employee will remain on an unpaid leave of absence. If the confirmation results are negative, the employee will be fully compensated for all back wages and returned to active status. If the confirmation test results are positive, the employee will remain on leave, without pay, pending a medical assessment of the employee's condition. The final decision with regard to appropriate discipline will be made after completion of the medical assessment. The employee and Union Representative will be given a copy of all test results, consistent with the written release.

8. Upon completion of the medical assessment, the Superintendent, in consultation with the medical personnel conducting the assessment, will determine whether there is a medical basis to believe that the employee is an alcoholic or a drug addict and whether the employee could benefit from rehabilitation. If so, the employee will be placed on medical leave for the duration of the rehabilitation. The employee may use any available sick leave during this period. As a condition of returning to regular employment, the employee will be required to comply with any follow up treatment program. The employee will also be required to submit to a second medical test before returning to work. Employees who are not in a safety-sensitive position will be required to submit to random medical testing for the first six months following the employee's return to employment. Employees who are in safety-sensitive positions (e.g., drivers) will be removed from their position for six (6) months and must submit to random medical testing prior to resuming their position. They will then be required to submit to random testing for the remainder of the school year and the following year.

9. If, following completion of a medical assessment, it is determined that the employee's use of drugs or alcohol was not related to a medical problem but rather recreational use for which rehabilitation would serve no purpose, that employee will be required to participate in a drug/alcohol education program. The employee will also be required to submit to random medical testing for up to six (6) months. The employee will be subject to appropriate disciplinary action, based on the specific facts underlying the incident leading to testing.

10. If the supervisor/administrator has reason to believe, based on specific objective facts that an employee has an illegal drugs on his person, the supervisor/administrator will immediately notify the authorities.

11. A second offense will automatically result in termination.

12. Any reports or records relating to testing will be handled confidentially in the same manner as all other medical records.

13. These procedures will be implemented in a consistent and nondiscriminatory manner. All employees will receive copies of the policy prior to implementation and will have the right to grieve any interpretation or application of the policy and procedures in accordance with the grievance procedure contained in Article IV.

14. The Board may infer that a confirmed positive GC/MS test result, combined with the basis underlying the testing (specific objective facts to believe the employee was under the influence or involvement in a work-related accident) constitutes sufficient evidence that an employee is “under the influence”.

15. To the extent these procedures are in conflict with federal/state laws or regulations, the conflicting federal/state laws will supersede.

CONSENT FORM FOR
ALCOHOL AND DRUG SCREENING

I hereby give my consent to _____ (the "Board") to collect blood, urine, or saliva samples from me to determine the presence or use of alcohol or drugs. I further give my consent to the release of the test results and other relevant medical information to authorized Board officials for appropriate review. I understand that the test results will be released to me at my request and will also be released by my designated Union Representative. I also understand that a confirmed finding of the presence or use of alcohol or drugs or my refusal to consent may result in disciplinary action, including termination of employment. I further agree to notify the Board about the use of any mood altering drug prescribed by my physician.

I have taken within the last 30 days or am taking the following medications:

Name of Medication	Condition for which taken	Physician

AGREED TO:

_____
Signature Date

_____
Witness Date

REFUSED:

_____
Signature Date

_____
Witness Date

Reasons for Refusal: _____