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NEGOTIATED AGREEMENT

between the

BUCYRUS CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

BUCYRUS ORGANIZATION OF SCHOOL SUPPORT

AUGUST 1, 2012 - JULY 31, 2015

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ARTICLE 1 – RECOGNITION

A. Recognition

The Bucyrus City Board of Education (hereinafter the Board) recognizes the Bucyrus Organization of School Support (hereinafter the Organization) affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining representative for all regular full-time and part-time (short hour) non-teaching employees now employed, or to be employed, in the following classifications:

a) building maintenance personnel,
b) food service,
c) bus drivers,
d) secretarial,
e) maintenance,
f) paraprofessionals/aides.

Excluded from the bargaining unit are:

a) supervisors,
b) substitutes,
c) assistant treasurer, secretarial, and clerical employees in the Central Office of the Board of Education, and
d) confidential employee-food service secretary classification (2).

The Board agrees not to meet with, recognize, or negotiate with any labor organization other than the Organization for the duration of this recognition.

ARTICLE 2 – NEGOTIATIONS

A. Procedures for Conducting Negotiations

1. Scope of Bargaining

Negotiable matters shall include all items pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement or as otherwise specified by ORC 4117.

2. Opening of Negotiations

Demand to open negotiations for a successor contract shall be submitted in writing by the Organization to the Board through its designated representative, or by the Board through its designated representative to the president of the Organization or his/her designated representative on or before January 15 of the

year that negotiations are to occur. At the time of the demand a mutually agreed upon date for the first bargaining session shall be set by the Organization and the Board.

3. Alternative Bargaining

With the agreement of both parties, an alternative form of collective bargaining may be used. Such alternative bargaining procedures shall be reduced to writing and signed by the parties' representatives. However, if either party wishes to return to traditional bargaining at anytime, it will be done. All tentative agreements made before switching will remain in place.

4. Representatives

Members of the Board or their designated representatives shall meet with designated representatives of the Organization to negotiate in good faith. Representation shall be limited to not more than five (5) representatives and one consultant for the Board and five (5) representatives and one consultant for the Organization. Each party may exercise the option of having up to two (2) non-participating observers at each bargaining session. Neither party shall have any authority in determining the representatives for the other party. The parties shall mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The expense of representatives shall be borne by the party requesting their services.

5. Negotiation Meetings

a. The date of the first bargaining session shall be set no later than February 15 following the demand for negotiations, unless the parties agree to a later date.

b. Meetings shall be held on a date and in a place mutually agreeable to both parties.

c. Meetings shall be in executive session unless otherwise agreed to by both parties.

d. All negotiations are to be completed within sixty (60) school calendar days from the first session unless the time limit is extended by mutual consent. Items not yet agreed to within the sixty (60) day period or extension(s) thereof shall be processed by the provisions of disagreement stated in this document or may be dropped for this negotiation period.

e. At the first negotiation meeting, each party shall submit all proposals in writing in accordance with its agenda items unless other mutually agreeable provisions are set forth.

6. Dissemination of Information

a. Exchange of Data — The Board agrees to make available to the Organization negotiations team, both prior to and during negotiations, all information concerning financial resources of the district and such other data for the purposes of collective bargaining.

b. Progress Reports — At any time during negotiations, either team may make periodic oral or written progress reports to members of the party it represents.

c. Caucuses — Upon request, the chairperson of either group may caucus his/her group for independent discussion at any time for a period not to exceed thirty (30) minutes.

d. Press Releases — Prior to impasse any information to news media shall be by mutual release.

B. Agreement

1. Tentative agreement of each negotiation item shall be reduced to writing and initialed by the spokesperson for each party. Such initialing shall be construed as tentative agreement only.

2. Final agreement reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Organization to its membership for ratification.

3. Upon ratification by the Organization, the agreement shall be submitted to the Board for approval or rejection. The Board must make said approval or rejection within ten (10) calendar days of the date of Organization ratification.

4. If the agreement is ratified by the Organization and approved by the Board, it shall become the Agreement between the Board and the Organization and shall become a part of the official minutes of the Board. The Agreement between the Board and the Organization shall be signed by the parties within twenty (20) days of ratification.

C. Disagreement

1. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediation services as are provided by this document to reach agreement.

2. Impasse Procedure

a. Impasse cannot be declared until all issues have been discussed. In the event that collective bargaining talks fail to produce a satisfactory agreement, or if agreement is not reached after forty-five (45) days from the date of the first formal bargaining session following the filing of the appropriate notice to negotiate, either party may declare impasse and shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request and signed by a representative of both parties. However, no item that has been tentatively agreed to shall be the subject of impasse. The forty-five (45) day collective bargaining period requirement may be waived with mutual consent of the parties.

b. The mediation process shall last for a maximum of fifteen (15) workdays from the date of the first mediation session.

3. Dispute Resolution Procedure

The parties agree that the above procedure shall constitute the mutually agreed dispute resolution procedure.

D. Provisions Contrary to Law

If any provisions of this document or any application of the document to any employee shall be found contrary to law by a court of competent jurisdiction, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Any such provisions found to be contrary to law shall be renegotiated according to the provisions of this document within ten (10) days following a request by either party.

E. Amending Procedure

The wages, hours, and other terms and conditions of employment provided for in this contract shall remain in effect for the term of the contract unless altered by mutual consent of the parties. Any change to the Agreement shall be accomplished in accordance with Ohio law. The first meeting for such purpose shall be held within ten

(10) days of the request, and additional meeting(s) will be scheduled as needed by the parties.

F. Duplication and Distribution of Contract

Within thirty (30) calendar days after this contract has been signed, copies will be printed by the Organization for the Board, administration, and each member of the bargaining unit, and an additional twenty-five (25) copies for the Organization. The expense related to such duplication shall be shared equally by the Board and the Organization. Each member hired thereafter will also receive a copy at the time of employment. Any subsequent revision(s) or amendment(s) shall be printed (as described above) within thirty (30) days and distributed to all members. The Organization will distribute copies of the contract and/or revisions to its members.

ARTICLE 3 — LABOR/MANAGEMENT COMMITTEE

A. Representatives of the Organization and the Board shall meet at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure. Each party will submit to the other, no later than one day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

B. The committee will be comprised of four (4) persons, two (2) appointed by the superintendent and two (2) appointed by the Organization president.

C. BOSS, BEA, or the Administration may request a meeting with representation from all three (3) groups. Once the meeting has been requested, the meeting will be scheduled at a mutually agreed upon time, within five (5) days if possible.

ARTICLE 4 — ORGANIZATION RIGHTS

A. Building Use

The Organization and its representatives shall have the right to use the school building at all reasonable hours after normal school hours upon request and approval from the administrator. Representatives of the Organization may hold small group meetings without the formality of a building use agreement, provided that the principal is notified in advance of the meeting to permit coordination of scheduled uses.

B. Organization Business

Authorized representatives of the Organization and their respective affiliates shall be permitted to transact official Organization business on school property provided that such

business in no way interferes with the educational program, completion of work, or student supervisory duties.

C. Notices/Mail

The Organization shall have the right to post notices of its activities and matters of Organization concern on bulletin boards located in member work areas. All mail sent by the Organization through the inter-building communication system will relate to the current business of the district. With the approval of the principal, the Organization and/or its representatives shall have the right to make brief announcements.

D. Equipment and Supplies

The Organization shall have the right to use Board owned equipment and audio visual equipment provided that: 1) such use does not interfere with the normal function of the school, as determined by the building principal, 2) the use is strictly to serve the legitimate business of the Organization such as the production of records, notices, or correspondence, 3) the purpose is for internal business use of the Organization and not for public distribution, 4) Board owned equipment will be used only when such equipment is not assigned for classroom use, 5) cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Organization.

E. Release Time

1. Organization members who work second shift will be granted up to two (2) hours released time for a maximum of four (4) regular Organization meetings per year.

2. The Organization president will notify the superintendent or his/her designee of the upcoming meetings where employees will be absent from their job responsibilities. The day after the meeting the president will submit to the superintendent or his/her designee a list of those employees absent from their job responsibilities and in attendance at the meeting.

3. The employee will notify the building principal twenty-four (24) hours in advance of his absence to attend the Organization meeting.

F. Board Meetings

1. The president of the Organization will be notified of the time and place of all regular meetings and the time, place, and purpose of all special or emergency meetings of the Board. A special meeting will have twenty-four (24) hours prior notification given the president. If an emergency meeting is called, the president will be notified prior to the meeting at the same time the media is notified. The Organization president or his/her designee shall be provided release time to attend Board meetings that are scheduled during the school day.

2. The president, or designated representative, may file a request at the beginning of each Board meeting to speak to all or any issues as they might arise at the meeting during the course of the agenda. This is interpreted to be in compliance with the Board policy on public participation.

3. The agenda, financial statement, and previous meeting's minutes for the meetings of the Board will be available from the treasurer to a representative, as designated by the Organization, on Friday prior to the regular Board meeting.

4. The Board shall provide a policy manual for the Organization available on the Board's Web site. The Board will provide e-mail notification to the Association President of all Board Policy changes.

5. Policy or policy change shall in no way violate the provisions of the contract between the Board and the Organization.

6. The Organization president shall be given notice of any change in current policy. If requested, the superintendent shall meet with the Organization president to discuss the proposed change before the regularly scheduled meeting of the Board where such change is to be acted upon.

G. Representation

The Board shall notify an employee of his/her right to have Organization representation at any disciplinary meeting or any meeting which may lead to discipline.

H. Bargaining Unit Supervision

No bargaining unit member shall be assigned to supervise, direct or evaluate another bargaining unit member.

I. Transporting of Monies for the District

No employee shall be required to transport monies for the district on his/her own time. Additionally, if the employee transports monies either voluntarily or by requirement, the employee must be bonded and insured by the district for the purpose of transporting district monies. The employee shall be paid his/her hourly rate of pay and mileage while transporting monies for the district.

ARTICLE 5 -- MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, except as limited by the terms and conditions of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio, including ORC §4117.08(C), and of the United States.

B. The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 6 -- DUES DEDUCTION/AGENCY FEE

A. Dues Deduction

1. The Board agrees to provide payroll deduction of professional dues for the members of the Bucyrus Organization of School Support ("BOSS") and affiliated state, district and national organizations, in equal amounts commencing with the first pay after BOSS provides data to the treasurer and continuing through the last pay in May or as otherwise indicated with the written authorization of the member. Bargaining unit members employed after the start of the school year during which deduction is to occur shall be entitled to said payroll deduction. The deduction for such employees may be as indicated above or may start at a later date, but deductions must start after the completion of the employee's probationary period and will be of equal amount(s), and will be concluded prior to the end of the employee's work year for payroll purposes.

2. Deductions shall be continuous from year to year unless an employee submits a written withdrawal of membership to the Organization treasurer between August 21 and August 31. The Organization treasurer shall notify the Board treasurer of any such withdrawals.

B. Agency Fee

1. Applicability

Any bargaining unit member not wishing to join the Organization shall be subject to the agency fee provisions which follow. Information to this effect shall be given to all new employees by the superintendent or his/her designee prior to the applicant accepting said position.

2. Payroll Deduction of Agency Fee

The Board shall deduct from the pay of applicable members of the bargaining unit who elect not to become or to remain members of the Organization, an agency fee for the Organization's representation of such non-members during the term of this contract.

3. Notification of the Amount of Agency Fee

Notice of the amount of the annual fee shall be transmitted by the Organization to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Organization.

4. Schedule of Agency Fee Deductions

a. All Agency Fee Payers

Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: 1) sixty days employment in a bargaining unit position or 2) January 15.

b. Termination of Membership

Upon termination of membership from the Organization during the membership year the treasurer of the Board shall, upon notification from the Organization that a member has terminated membership from the Organization, commence the deduction of the agency fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual agency fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

5. Transmittal of Deductions

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

6. Procedure for Rebate

The Organization represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Organization and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

7. Entitlement to Rebate

Upon timely demand, non-members may apply to the Organization for an advance reduction/rebate of the agency fee pursuant to the internal procedure adopted by the Organization.

ARTICLE 7 -- GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: Any alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant: An employee, the Organization, or a group of employees.

3. Day: Workday exclusive of Saturdays, Sundays, holidays, calamity days, and the employee's approved vacation days.

4. Immediate Supervisor: The designated person to whom the employee is responsible and who is not in the bargaining unit covered by this agreement.

B. General Provisions

1. The number of days stipulated at each level shall be considered as a maximum, and every reasonable effort shall be made to process the grievance in a timely fashion. The time limits may be extended by mutual agreement.

2. The parties agree to make a good faith effort, within their powers and abilities to do so, to reduce the time limits set forth herein so that the grievance may be resolved prior to the end of the school year, or as soon thereafter as possible.

3. The setting of grievance meetings shall be accomplished by the appropriate level administrator contacting the Organization representative. The Organization representative shall coordinate meeting times with the grievant.

4. Except for reports to the membership, all grievance proceedings shall be treated as confidential, and no news releases may be developed except by the mutual consent of the parties. However, the final disposition of the grievance may be publicized.

5. All written and printed matter dealing with the grievance, if retained, shall be filed separately from the personnel records of any participants.

6. The Board agrees to make available to the grievant and/or his/her representative all pertinent information within the limits of the law in its position or control, and which is relevant to the issues raised in the grievance.

7. A grievance may be withdrawn by the grievant at any level without prejudice or record.

8. The grievant shall have the right to Organization representation at any hearing, except that no labor organization other than the Organization shall represent the grievant.

9. If, in the judgment of the Organization, a grievance claim affects a group or class of employees in more than one building, Step One of the procedure may be bypassed and the grievance claim many be initiated at Step Two.

10. At all steps the Organization president shall receive notification of the date, time, and place of all grievance proceedings. The Organization shall have the right to have a representative present at all grievance proceedings and adjustments.

11. The adjustment of a grievance shall be consistent with the terms of this bargaining agreement.

12. If the decision on a grievance is not appealed within the time limits specified, or extended by mutual agreement, the grievance shall be deemed to be withdrawn.

13. Failure to hold required hearing or to communicate the decision on a grievance within the specified time limits shall entitle the grievant to proceed to the next higher level in the procedure.

14. All notices of hearings, dispositions of grievances, written grievances, and appeal shall be in writing and hand delivered or mailed by certified mail, return receipt requested, and the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. The Organization shall receive a copy of all notices, forms, and dispositions at the time such would be distributed to the involved individuals.

15. Any action relating to the filing, processing, and disposition of a grievance shall be kept in a file in the offices of the superintendent/board of education. This file shall be separate from the employee's personnel file.

C. Submission of Grievances

1. Step One

Before submission of a written grievance, the employee shall first discuss the grievance with the immediate supervisor. If the grievance is not discussed with

the supervisor within twenty-five (25) working days following the act or condition which is the basis of the grievance, or within twenty-five (25) workings days of when the grievant learned of the violation, the right to initiate the grievance is deemed to be waived.

2. Step Two

   a. If the informal discussion does not resolve the grievance, the grievant shall have the right to lodge a written grievance with the immediate supervisor. If this grievance is not submitted within ten (10) working days following the completion of Step One, the right to proceed to Step Two shall be waived.

   b. The written grievance shall be on a standard form (Appendix A) and shall contain a concise statement of the facts upon which the grievance is based.

   c. The grievant shall have the right to request a hearing before the immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request.

   d. The immediate supervisor shall rule on the written grievance within five (5) working days of receipt of said grievance, or if a hearing is held, within five (5) working days after the hearing is held. The disposition shall be in writing and copies shall be sent to the grievant, the Organization president, and the superintendent.

3. Step Three

   a. If the action taken by the immediate supervisor does not resolve the grievance, or if no response is received within five (5) working days after submission, the grievant may appeal to the superintendent or his designee. Failure to file such appeal within five (5) working days of the response date shall be deemed a waiver of the right to appeal.

   b. The superintendent shall take action on the appeal within ten (10) working days after receipt, or if a hearing is requested, within ten (10) working days after the hearing. The disposition shall be in writing and copies distributed to the grievant, the immediate supervisor, the Organization representative, and the Organization president.

4. Step Four

   a. If the action taken by the superintendent does not resolve the grievance, the Organization may take the grievance to arbitration. Such appeal shall be filed within fifteen (15) working days of receipt of the Step Three

disposition. Failure to file within fifteen (15) working days shall be deemed a waiver of the right of appeal.

b. Arbitration proceedings shall be conducted by the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. The written findings of the arbitrator shall be binding on both parties, except that the arbitrator shall have no power to amend, add to, subtract from, or change any of the terms or provisions of this bargaining agreement. Costs of arbitration shall be shared equally by both parties.

D. Board Policy and Administrative Rules and Regulations

Board policy and administrative rules and regulations, not representing negotiated signed agreements, shall be grieved only from Step One through Step Three of the procedure and shall not be the subject to binding arbitration. If the action taken in Step Three does not resolve the grievance in these specific situations, the grievant shall have the right to appeal to the Board of Education within ten (10) working days of receipt of the Step Three disposition. The Board of Education shall take action on such grievance at their next regularly scheduled meeting, with written disposition distributed to the grievant, the Organization president, the immediate supervisor, and the superintendent.

ARTICLE 8 – NON-DISCRIMINATION

The policies and practices of the Board and the Organization shall be applied without regard to race, color, creed, national origin, sex, marital status, handicap, or age. No employee shall be discriminated against because of membership or non-membership in the Organization, nor for participation in Organization activities, nor for activities outside the workplace not involving students.

ARTICLE 9 – SENIORITY

A. Seniority

Seniority shall be accrued in two categories: district seniority and classification seniority.

B. Definitions

1. District Seniority

District seniority shall mean the length of continuous employment in the district starting with the most recent date of hire.

2. Classification Seniority

Classification seniority shall mean the length of continuous employment in the classification group starting with the most recent date of entry into the classification. Employees may have classification seniority in more than one classification due to job change, promotion, or transfer.

3. Accrual

Seniority shall accrue for all time an employee is on active pay status or is receiving workers compensation benefits. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in continuous service or seniority.

C. Seniority Tiebreaking

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee:

   a. The employee with the first day worked, then

   b. The employee with the earliest date of hire as determined by date of Board meeting when employee was hired, then

   c. The employee with greater prior service to the district, then

   d. The employee with the earliest date of application.

2. Any remaining ties will be broken by lot. The employee whose name is drawn first will have the greater seniority, etc. This procedure shall be conducted in the presence of the Organization president.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the employer.

E. Seniority List

The Board shall distribute two seniority lists to the Association president by the end of October of each year as follows:

1. District Seniority List

The names of employees shall appear in seniority rank order in the district. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing. The list shall include the employee's most recent date of hire and indications of any time spent in inactive pay status.

2. Classification Seniority List

The names of employees on the seniority list shall appear in seniority rank order in each classification group. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing. The list shall include the employee's most recent entry date into the classification group and any indications of time spent in inactive pay status.

F. Corrections of Inaccuracies

Each employee shall have a period of thirty (30) calendar days after the distribution of the seniority lists in which to advise the Board and the Organization, in writing, of any inaccuracies which affect the employee's seniority. The Board shall investigate all reported inaccuracies and make such adjustments as may be in order and shall distribute the updated seniority lists immediately.

ARTICLE 10 – VACANCY BID PROCEDURE

A. Vacancy

A vacancy shall be any position in the bargaining unit resulting from:

1. An employee leaving employment as a result of resignation, retirement, termination, or death.

2. An employee's transfer to another bargaining unit position.

3. An employee assuming a non-bargaining unit position.

4. An employee's unpaid, non-medical leave of absence.

5. The creation of a new bargaining unit position.

B. Posting

All vacancies will be posted at a designated location in each building within the school system for a period of five (5) working days. The posting will include job title (classification), qualifications (listed as those contained in the most recent job description for that position), salary range, and number of hours to be worked.

Vacancies shall be permanently filled not later than forty (40) workdays after the posting of the vacancy notice.

C. Filling the Position

1. Any employee who meets the qualifications shall have the opportunity to apply for the job by filing the Vacancy Bid form (Appendix B) at the central office by the end of the workday on the final day of posting.

2. The position shall be awarded as follows:

   a. To the senior employee (using classification seniority) for whom it is a lateral transfer and who has demonstrated ability to do the work and who does not have excessive unexcused absences. Lateral transfer shall be defined as the same classification and exact same number of hours.

   b. If no employee bids as a lateral, the position shall be awarded to one of the three most senior employee applicants (using district seniority) who meet the posted qualifications, who exhibit good work habits, and who do not have excessive unexcused absences.

   c. If no internal applicant meets the criteria specified in #1 or #2 above, then the job may be posted for external applicants.

   d. If no employee bids on a vacancy no involuntary transfer to that opening will be made, except for a reduction in force situation.

   e. In situations in which the bidding employee would be supervised by a relative, the superintendent shall have the right to exclude the bidding employee from consideration.

   f. No vacancy may be filled on a temporary basis for more than forty (40) workdays.

D. Increase of Hours

Once a position has been filled, minor increases in hours (up to 2 hours per day) may be added to the employee's regular workday without the district having to post the position to meet the needs of the district.

E. Return to Previous Status

1. If at any time during the 30 (work) day qualifying period, the employee's job performance proves to be unsatisfactory, the employee may be returned to his/her former classification.

2. If the employee is dissatisfied with the new position he/she may return to his/her former job classification within the 30 work day qualifying period.

3. If an employee is returned to his/her former classification it shall be at his/her former hours and rate of pay with no loss of seniority.

F. Summer Postings

During summer months the Board will mail job postings to the home of any employee who has submitted a Request For Summer Job Openings form to the central office. (Appendix C)

G. Filling Vacancy Created by Transfer

The employer shall fill the vacancy created by a successful bidding employee by first attempting to hire a substitute employee for the duration of the 30 work day qualifying period.

ARTICLE 11 – TRANSFERS

A. The superintendent retains the right to temporarily transfer an employee to meet operational needs.

B. If there is a need for a permanent involuntary transfer, the Board shall make reasonable attempts to make such transfers among consenting employees.

C. If the Board takes official action by vote at a public meeting regarding the opening or closing of facilities and/or consolidates existing facilities, the parties agree to meet and confer regarding the effects of such changes on the bargaining unit within twenty (20) days of such action.

ARTICLE 12 – PROBATIONARY PERIOD

A. All original appointments shall be probationary for a period of eighty (80) workdays and no appointment is deemed to be final until the appointee has satisfactorily completed the probationary period.

B. The Board will provide written notice to the employee and the Organization whenever an employee satisfactorily completes his/her probationary period.

ARTICLE 13 – REDUCTION IN FORCE (RIF)

In the event it becomes necessary to reduce employees due to abolishment of positions, financial reasons, lack of work, return of an employee from a leave of absence, building closure, or declining enrollment, the following procedures shall govern such reductions.

A. Reduction

1. The Board will attempt to keep the number of active employees affected by the reduction to a minimum by first not employing replacements for employees who resign, retire, or otherwise vacate a position within the affected job classification grouping.

2. If the reduction extends beyond the opening afforded by the process listed in the paragraph above, the Board shall suspend employment in reverse order of district seniority in the affected job classification grouping. Movement of remaining impacted employees shall be based on district seniority.

B. Classification Groupings

The classification grouping for the purpose of reductions shall be: paraprofessionals/aides, custodial, food service, maintenance, secretarial, transportation.

C. Organization Notification

The Board shall determine in which classification(s) the layoff should occur and the number of employees to be laid off. The Organization shall be provided, in writing, thirty (30) calendar days notice prior to official action by the Board. The notice shall include the reason(s) for layoff, the effective date of the layoff, which classification(s) will be affected and the approximate number of positions to be affected. Representatives of the Board will be available to meet with representatives of the Organization to review the proposed RIF.

D. Employee Notification

Each employee to be laid off shall be given written notice at least twenty (20) calendar days prior to the effective date of the layoff. The Board shall give notification by mailing or hand delivering a copy of the notice to the most recent address listed in the employment records. Each notice of layoff shall state the following:

1. Reasons for layoff

2. The effective day of layoff

3. A statement advising the employee of his/her rights to recall from the layoff.

E. Bumping

An employee who is laid off may bump the least senior employee from another classification grouping provided the employee meets the minimum qualifications for the position. For purposes of bumping district seniority shall be used.

F. Recall

1. Order: Employees shall be recalled in reverse order of layoff. Recall notices shall be sent by certified mail or hand delivered to the last known address as listed in the employee's personnel file. It is the duty of the employee to notify the superintendent of any change of address.

2. Acceptance/Rejection: A laid off employee shall have seven (7) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the superintendent by certified mail or by hand delivery. An employee who declines recall to a position of fewer paid hours shall remain on the recall list and shall not be considered to have rejected employment. A failure to respond to recall in writing within seven (7) days of receipt of notice will terminate all right to recall.

3. Return: Recalled employees shall return to work no later than the tenth workday after the postmarked date of the recall notice. If an employee is unable to return to work on or before the tenth day for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee's name will be recalled to the next available position, if his/her health permits them to perform the job. Nothing in this provision should be interpreted as extending the two year recall period.

4. Benefits: An employee who accepts recall to employment shall return to the system with the same seniority date and sick leave accumulation as the employee held on the date of layoff plus a pay increment if the employee completed one hundred twenty (120) workdays of service in the year of layoff.

5. Period: An employee on layoff retains recall rights for a period of two (2) years unless the right to recall is waived by actions outlined in Section F, paragraph 2 above.

6. Posting: A list containing names of those to be laid off, seniority dates, and classifications shall be posted for inspection in a conspicuous place in each building.

7. List: For each classification in which the layoff occurs, the Board shall prepare a recall list. The list shall place in reverse order of layoff in each classification the names of all laid off employees. Recall shall be offered to employees on this list before any employees new to the bargaining unit are hired in the affected classifications.

8. Vacancies: Vacancies which occur during the period of reduction in force shall first be offered to present employees through the bid procedure. Remaining vacancies shall be offered in writing to the employee standing highest on the appropriate recall list before the next person on the recall list is considered. Each employee who has been laid off will be responsible for keeping the Board advised of his/her current mailing address and telephone number.

G. Layoff Rights

An employee on layoff status shall have the following rights:

1. The right to retain previously earned seniority credit during the period of layoff. However, additional seniority does not accrue for the period of time spent on a recall list.

2. The right to be sent notices by mail of all postings for bargaining unit positions.

ARTICLE 14 – DISCIPLINE

A. Discipline and Termination

1. Employees may only be disciplined or terminated for just cause for the reasons cited in ORC §124.34 which are incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or nonfeasance.

2. All discipline shall be in compliance with the applicable provisions of the contract and shall be grievable.

3. Discipline, as used herein, shall be defined as a written reprimand, reduction in position, hours or compensation, suspension and/or termination. It is understood that the counseling of an employee or an oral notice of unsatisfactory performance is not discipline and shall not be subject to the provisions of this article.

4. Employees shall be afforded due process.

5. Prior to any disciplinary hearing the employee shall be given two (2) workdays advance notice. The notice shall include the specific charges, the date and time of the hearing.

6. The employee shall be notified of his/her right to representation at any disciplinary hearing or at any meeting which may lead to discipline.

7. Discipline shall be commensurate with the offense. When an employee receives discipline short of termination, the employee shall meet with his/her supervisor and the director of pupil personnel for the purpose of developing specific strategies to address the reasons for the discipline. The superintendent or designee will provide the employee with help in remediating his/her problem areas, but the primary responsibility for improving rests with the employee. If after developing these strategies and providing help the employee continues to demonstrate the same behavior, then the employee shall be subject to further discipline.

8. Any employee disciplined or terminated shall be given written notice of the specified reasons for such action.

ARTICLE 15 – PERSONNEL RECORDS

A. Official File

1. An official personnel file shall be maintained at the Board of Education office for all bargaining unit employees. There shall be no private personnel files.

2. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made except routine financial or demographic material. The employee will be given a timely copy of all documents which are placed in his/her personnel file except for routine data.

3. No anonymous letter, report, or communication shall be included in an employee's personnel file.

4. No misleading, inaccurate, or invalid information shall be included in an employee's file.

5. Any item that is placed in his/her file can be reviewed by the employee. The employee shall have their right to attach a response to any item or document the employee deems derogatory to his/her record.

B. Access to File

The employee and/or employee's representative shall have access to his/her official personnel file, upon request, during the regular duty hours of the central administration office under the observation of the superintendent or designee.

C. Gleaning of Files

Any written record of reprimand or disciplinary action shall be removed from the employee's personnel file after seven (7) years upon written request by the employee, provided the employee has not been the subject of another disciplinary action for the same offense within that time period.

ARTICLE 16 – LEAVES

A. Sick Leave

1. Members of the bargaining unit shall be granted sick leave on the following basis: one and one quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

2. New members and present staff who have exhausted their accumulated sick leave shall be credited, as needed, with up to ten (10) days annually. Such credited leave will be deducted from the final pay of a member at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance.

3. A member may accrue days of sick leave as follows: two hundred seventy-four (274) days. In the year of an employee's retirement, the maximum limit for that year will show as a balance on his/her pay stub, but he/she may accumulate five (5) days more than the maximum limit for that year. This record will be kept at the treasurer's office.

4. Members may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and students, and due to illness, injury or death in the employee's immediate family. A member will be paid his/her regular salary until all accumulated sick leave, subject to the provisions of ORC 3319.1141, is exhausted or until he/she returns to work, whichever is first.

   a. If an employee is absent because of a death of a member of the immediate family, sick leave shall be granted for a period of five (5) days. Upon the request of an employee, the superintendent may extend this time, if the circumstances so dictate and additional time is required.

b. If an employee is absent because of illness of a member of the immediate family and such illness extends for more than five (5) days or is diagnosed as a permanent disability, sick leave will be paid for five (5) days, since it is presumed that the employee can arrange for professional care of the relative within a five day period. Upon the request of the employee, the superintendent may extend this time for additional days, if the circumstances so dictate and additional time is required. Employees giving birth may use up to six (6) weeks of sick leave during the postpartum recovery period.

c. Immediate family shall include wife or husband, father, mother, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, or other relatives living in the same household with the employee. For death or illness of relatives outside the immediate family, absence may be approved up to but not exceeding two (2) workdays.

d. Absence due to the aforementioned reasons must be charged to sick leave and cannot be charged to other established leave policy.

e. Sick leave shall not be charged for days schools are not in session due to calamity or snow day.

f. The Board requires that employees furnish a written signed statement on forms prescribed by the Board (Appendix D) to justify the use of sick leave days earned and accumulated and days advanced in accordance with number 2 above. Sick leave will accrue while an employee is on paid sick leave.

g. During sick leave the employee cannot be otherwise gainfully employed. A "return-to-work statement" furnished by a licensed physician listing any and all limitations may be required from the employee by the Superintendent for absences in excess of five (5) consecutive days or more.

h. Any sick leave earned and unused in prior employment in any public school system or governmental agency in the state of Ohio may be transferred to the employee's account in the Bucyrus schools at the time of employment, provided that such pre-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

i. An employee resigning within the school calendar year as of August 31 is entitled to accumulate sick leave so long as he/she is on payroll status, but if the full payment of salary is made to the employee at the close of the school year in June, the employee is not entitled to accumulate sick leave. An employee employed but not on payroll status until September shall not accumulate sick leave during July and August until the first day of employment as specified by his/her contract of employment.

j. The term "pregnancy" among those reasons for which an employee may be granted sick leave allows absences for any disability occurring due to pregnancy and such disability naturally includes a period of time before and one after for recuperation, the exact length of which is a matter for medical rather than administrative determination.

k. Rehabilitation – Sick leave may be used by members of the bargaining unit for the treatment of alcoholism or other drug addiction under a supervised plan. Alcoholism shall be recognized as a disease as shall addiction to drugs, prescription or non-prescription. No member of the bargaining unit shall be terminated or otherwise discharged for undergoing medically supervised treatment for alcoholism or drug addiction. Upon completion of treatment and the presentation of the doctor's certification of the member's ability to resume duties, such member shall be returned to duty.

l. A leave of absence without pay shall be granted in lieu of using sick leave to undergo supervised treatment, if the member of the bargaining unit has exhausted accumulated sick leave or wishes to preserve it.

m. When, through the evaluation procedure, a member of the bargaining unit fails to demonstrate acceptable performance, and when such unacceptable performance is caused by alcoholism or drug addiction, the Board may demand that the member of the bargaining unit enter into an involuntary supervised treatment plan.

5. Sick leave applications shall be on the agreed form, in writing, and signed (Appendix J).

6. Sick leave shall be granted only for those sick leave days earned, accumulated, and advanced in accordance with this section, except the sick leave shall accrue while the employee is on paid sick leave.

7. Any employee whose personal illness extends beyond the period compensated under the sick leave policy shall continue to be covered under the Board insurance program for the remainder of the school year (August 31) if he/she submits to the Board the monthly premium on the first day of each month. In no event is this provision intended to circumscribe rights prescribed by law.

8. Notification – All employees shall be notified in each pay stub of their total accumulated sick leave days.

9. Sick Leave Bank – When a bargaining unit member has exhausted all of his/her accumulated sick leave, including the ten advanced days, and additional days are still needed due a catastrophic illness or injury, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave. Employees shall use any accumulated compensatory time before requesting a sick leave bank. A catastrophic illness or injury is one that requires a prolonged hospitalization, recovery, or treatment with certification by a physician to an anticipated loss of thirty (30) or more workdays during a twelve (12) month period.

10. Upon receiving such a request, the Board shall distribute a notice (Appendix E) to all bargaining unit members notifying them of the request. Any employee wishing to donate accumulated sick leave to the bargaining unit member shall submit the lower half of the form (Appendix E) to the treasurer. Upon receipt of the signed form authorizing the donation of days, the treasurer shall transfer the days.

    a. Donations will be computed on a day for a day basis.

    b. Any advance days will first be deducted from the sick leave bank days donated.

    c. The recipient can request a maximum of seventy (70) days of sick leave per incident.

    d. All donations of sick leave will be voluntary.

    e. All donations will be considered confidential.

    f. Any employee donating sick leave days may give up to a maximum of five days, provided he/she does not deplete his/her own sick leave balance to less than thirty (30) days.

B. <u>Maternity/Paternity/Adoption Leave</u>

1. In addition to the provision of sick leave and family medical leave, a member who is pregnant or adopts a child of preschool age may, upon request, be granted a leave of absence without pay for maternity/paternity/adoption reasons. Such leave shall:

    a. Begin at any time after the onset of pregnancy or if adoption, receipt of custody,

b. Follow exhaustion of family and medical leave, and

c. Be for the balance of the current school year.

2. Time Period for Filing Application

Application for maternity/paternity/adoption leave should be made ten (10) days, if possible, prior to the requested beginning of maternity/paternity/adoption leave. The application time period will be waived for adoption.

3. Benefits While On Leave

Sick leave shall not accrue during maternity/paternity/adoption leave. Once the FMLA leave has been exhausted, an employee on maternity/paternity/adoption leave may continue to participate in employee Board paid medical and dental group benefits only provided he/she furnish the treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity/adoption leave is without pay, the Board paid group benefits stated herein do not apply to the School Employees Retirement System.

4. Reinstatement

Upon return from approved maternity/paternity/adoption leave, at the time specified in the application, every reasonable effort should be made by the superintendent to reinstate staff members desiring to return from leave to the original or comparable position. If the said position has been abolished, the returning member shall be appointed to an equivalent position.

C. Personal Leave

All employees shall be granted up to a maximum of three (3) days of personal leave per school year, subject to the terms and provisions listed below:

1. Those employees beginning service in the district between September 1 and November 30 may be granted up to three (3) days of personal leave; employees beginning service between December 1 and the last day in February may be granted up to two (2) days; and those employees beginning service on or after March 1 of any year may be granted one (1) day of personal leave.

2. Employees seeking approval for personal leave with pay shall complete the required form (Appendix F), stating the date(s) of the requested absence, and the total number of days involved. The employee shall submit the completed form to the superintendent not less than three (3) working days in advance of the effective date of the request.

3. In the case of an emergency or special circumstances, the superintendent or his designee may waive the three day prior approval, and the request may be granted by telephone or in person. The required paperwork shall be completed by the employee upon returning to work.

4. In all cases, it shall be the responsibility of the employee to inform his/her immediate supervisor that his/her personal leave request has been granted and the dates thereof.

5. Personal leave may not be used to extend school holiday periods or recesses in the school year calendar for leisure or recreation, to work another job, including self-employment, to provide vacations, for shopping trips, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the superintendent or his designee. Except in cases of emergency, no more than ten percent (10%) of a classification may be on personal leave on the same day on a first-come, first-served basis. This provision may be waived by the superintendent at his/her discretion.

6. All unused personal days will be reimbursed at One Hundred Dollars ($100.00) per day.

D. Judicial Leave

The Board shall pay the employee his/her full salary for each subpoenaed day of absence for witness or jury service providing the employee will endorse his/her court check to the Board of Education.

E. Military Leave

1. Any employee who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.

2. Requests for military leave shall be submitted to the superintendent of schools in writing accompanied by official orders for induction.

3. Upon release from active service, an employee shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge. The employee shall be reinstated within 30 calendar days of application.

4. All years of active military service in the Armed Forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of four (4) years, shall be counted as service credit. For purposes of this calculation a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as one (1) full year and need not be within a calendar year.

5. The rights under this policy will terminate upon any voluntary extension of such military service.

6. Employees who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the employee's full wages and compensation received for military duty.

F. Assault Leave

1. A school employee may be absent from duty under the provision of sick leave, special leave, and other types of leave provided by statute and other administrative procedures.

2. In addition to the above, a school employee may also be absent from duty due to an assault which occurs in the course of employment. A maximum of sixty (60) work days of assault leave may be used per incident or until workers' compensation is received, if the employee is eligible for workers' compensation benefits.

3. In order to qualify for assault leave, which shall not be charged against sick leave or against other leave granted under Section 3319.09 of the Revised Code, the following guidelines should be observed:

   a. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board of Education.

   b. The Board of Education will require, for the verification of the use of the assault leave, the employee to furnish a signed statement on forms (Appendix G) prescribed by the Board. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

   c. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of the time the employee will be maintained on a full pay status, during the period of such absence, shall be until the employee is able to perform his/her previously assigned duties, subject to the following limiting factors.

1) Payment shall be made only to an individual who is employed by the Bucyrus City School District.

2) The effective date of the resignation of the employee would terminate assault leave.

3) The effective date of the service or disability retirement of the employee would terminate assault leave.

d. Falsification of either a signed statement or a physician's certificate is grounds for discipline.

e. All earnings paid to an employee under an authorized assault leave shall be in lieu of lost time benefits payable under workers' compensation insurance.

G. Family and Medical Leave

The Board will comply with Federal Law regarding FMLA Leave. Access to current FMLA language will be available at the following web site: www.dol.gov/esa/whd/fmla.

H. Organization Leave

1. Five (5) days total of paid leave will be granted annually to permit attendance of Organization members at conventions or other meetings sponsored by the OEA or to permit the organization officers to attend to Organization business without loss in pay but at their own expense. The Organization president shall submit written notice (Appendix I) to the superintendent of the names of the employees who will take such leave under this provision at least one (1) week in advance of the intended absence.

2. In the event an eleven or twelve month employee is selected to attend the OEA Leadership Conference and said conference is held during the employee's scheduled work week, the employee shall be granted paid leave of four (4) days. However, these four (4) days will count toward the five (5) day total.

I. Unpaid Leave

1. Upon request the Board shall grant to any employee an unpaid leave for illness or other disability. Upon written request, the Board may grant an unpaid leave of absence for reasons other than medical for a period not to exceed one year. Unpaid leave shall not be granted for reasons covered by FMLA unless the FMLA leave has been exhausted. Requests for unpaid leaves shall be submitted on the appropriate form (Appendix J).

2. Upon return from leave the employee shall be returned to the same or similar position.

3. The employer shall not be responsible for maintaining insurance payments for employees on an unpaid leave except as specified in the family and medical leave provision herein. An employee on an unpaid leave shall have the right to continue at the employee's cost, at the Board rate, insurance benefits in accordance with COBRA.

4. An employee may be permitted short term absences without pay providing the employee has received prior permission for such absence from the immediate supervisor. In such cases of absence, a substitute will be hired if needed and available.

5. The superintendent may also approve an employee absence for meetings, training, or classification oriented workshops.

ARTICLE 17 – HOLIDAYS

A. All employees shall be paid their regular rate of pay for the following holidays:

1. New Year's Day,
2. Martin Luther King Day,
3. Memorial Day,
4. Labor Day,
5. Thanksgiving Day,
6. Christmas Eve*,
7. Christmas Day,
8. Good Friday,
9. President's Day,
10. Independence Day (if this day falls within the employee's work year)

*If Christmas Eve falls on Saturday, the holiday will be held on Friday; if Christmas Eve falls on Sunday, the holiday will be held on Tuesday.

B. The school district will be closed on the Friday after Thanksgiving. No one will work on this day. This day does not count as part of the employees contracted year except it shall not reduce the 2080 hours paid work year for 12 month employees.

C. Employees who work on a holiday shall be paid double their regular rate of pay in addition to holiday pay.

ARTICLE 18 – VACATION

A. Entitlement

Twelve (12) month (260 days inclusive of holidays and vacation) employees shall be granted paid vacation as follows:

TOTAL YEARS OF SERVICE	VACATION TIME MONTHLY ACCRUAL
1 year but less than 5	.833
5 years but less than 10	1.250
10 years but less than 15	1.666
15 years but less than 20	1.875
20 years or over	2.083

B. Calculation

Each employee's date of hire shall be the anniversary date for calculating vacation. When a nine month employee accepts a twelve (12) month or 260 day position, the employee shall be granted credit for previous experience within the District for up to fifteen (15) years based upon the following formula:

.75 x number of years worked – years of experience for purpose of vacation calculation.

* Years will be rounded to nearest whole number.

C. Utilization/Carry Over

1. Employees can utilize vacation leave at any time during the calendar year upon approval (for Appendix K) provided the employee submits fifteen (15) days written notice and provided that the vacation leave does not adversely affect the educational program.

2. An employee has the option of:

   a. Not utilizing vacation time and receiving the vacation pay in addition to pay for hours worked in lieu of vacation time off to a limit of five (5) days per year, or

   b. Accumulating unused vacation for use in future years to a maximum of forty-five (45) day accumulation.

3. An employee exercising option "a" above shall submit the unused vacation reimbursement form (Appendix L) to the treasurer's office by the date designated by the treasurer's office each year. The employee shall be paid for the unused vacation during the month of July.

D. Separation

1. Upon separation from employment, an employee shall be paid for accumulated but unused vacation leave.

2. Upon the death of an employee, the employee's spouse (or estate if no spouse) shall be paid all accumulated but unused vacation leave at the employee's most recent rate of pay.

ARTICLE 19 – CALAMITY DAYS

A. Closings

In the event that schools are closed for emergencies, such as snow days, the only employees that report to work without being called are maintenance technicians. Other employees report to work only if called in by their immediate supervisor, the superintendent of schools, or assistant superintendent. In the event that schools are closed for an epidemic, no employee shall be required to work.

B. Delays

In the event that schools are on a delayed opening due to ice, snow, fog, or other emergency, the following classified employees shall report to work at their normal time: food service, custodial/maintenance, principals' secretaries. Bus drivers will report to work on the adjusted delayed opening time schedule. Any employee who works during an emergency closing or during delay hours may choose either his/her hourly rate of pay or compensatory time in addition to the day's pay. Any and all compensatory time shall be mutually agreed to and taken within twelve (12) months from the date of the calamity day.

C. Single Building

When a single building is closed due to an emergency, employees will work at the discretion of their immediate supervisor or may be reassigned to a different building or type of work.

ARTICLE 20 – HEALTH AND SAFETY

A. Maintenance of Health and Safety

The Board will be responsible to ensure and maintain conditions of employment free of hazards causing or are likely to cause physical harm to employees.

B. Health Supplies

1. The Board will insure reasonable access to adequate first aid kit(s) at each work site. These kits will be maintained at designated locations.

2. The Board will provide at every work site an adequate supply of disposable rubber gloves and CPR masks.

C. Emergency Information

Each bus driver will be provided with emergency information for each student on the bus. This information will include indications of any ongoing medical conditions such as allergies, medications, seizure potential, etc.

D. No Reprisals

There will be no reprisals, restraints, interference, coercion, or discrimination against any employee either for filing a report indicating an unsafe or unhealthy condition, or for refusing to work under conditions that the public employee reasonably believes presents an imminent danger.

E. Dispensing Medication

The Board will provide training to employees who are assigned to dispense medication to students.

ARTICLE 21 – WORKING CONDITIONS

A. Lunch

All regular employees who work six (6) or more hours per day shall be entitled to not less than a one-half (½) hour uninterrupted, unpaid lunch period. When an employee's lunch period is interrupted and the employee is asked by his/her supervisor to work, the lunch period will become compensated time.

B. Breaks

1. All employees who work three and one-half to seven (3-1/2 to 7) continuous hours per day shall have one paid fifteen (15) minutes break per day.

2. All employees scheduled to work seven (7) hours or more per day shall have two paid fifteen (15) minutes breaks per day with one during the first four hours of work and one during the next three to four hours.

3. Only employees who work six (6) hours or more shall receive a fifteen (15) minute break on a day where there is a two (2) hour delay in schedule. This provision shall not apply to employees whose schedules have not been adjusted due to a delay.

C. Bonding

Employees required to handle or deposit public monies shall be bonded by the Board.

D. Substitute Calling

The calling/securing of a substitute for an absent employee shall be the responsibility of the building principal/supervisor.

E. Reimbursement for Cost of Background Checks

The Board will reimburse bargaining unit members for one hundred percent (100%) of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Bargaining unit members shall apply for such reimbursement to the Treasurer's office and provide receipt that the individual has paid for the background check.

ARTICLE 22 – PARAPROFESSIONALS/AIDES PROVISIONS

A. Duties

Educational paraprofessionals/aides may be employed by the district to assist staff, help supervise students, or to work in the building libraries.

B. Work Schedule

1. A paraprofessional's/aide's work week and hours shall be established at the time of hiring and will not be decreased for as long as the paraprofessional/aide is employed by the district.

2. Hours of paraprofessionals/aides shall not be increased without agreement from the employee.

3. Hours may range from 1.5 to 7.5 per day and the days worked per year may be up to one hundred eighty (180) days excluding holidays.

C. Student-Paraprofessional/Aide Ratio

When a paraprofessional/aide is responsible for the supervision of students, the ratio of students to paraprofessional/aide shall not exceed 90:1. In the event that the ratio exceeds 90:1, the parties will meet to discuss the matter at both the Building and District level through labor-management committees and will work toward an agreement to resolve this issue District-wide. The Association agrees that no grievance may be filed on this issue during the 2009-10 school year.

D. Receiving Money

Paraprofessionals/aides shall not be required to be responsible for receiving incoming monies, except when covering for a building secretary.

E. Professional Development

All paraprofessionals/aides shall be in-serviced and trained to fulfill the responsibilities of their job description for up to fifteen (15) hours per year. Such training and/or inservice shall be paid for by the Board.

F. Substitution

When substitutes are needed, all reasonable attempts shall be made to give short hour paraprofessionals/aides in the same building an opportunity to expand their hours to cover the position.

G. Subcontracting of Services for Special Needs Students

The Board has the right to employ educational paraprofessionals/aides and attendants through subcontracting with the MOESC for special needs purposes (i.e., IEPs, 504 plans, supervision of disciplined students, ESC paraprofessionals/aides).

H. Fees for paraprofessional/aide certifications and fingerprinting will be paid by the Board of Education.

ARTICLE 23 – CUSTODIAL/MAINTENANCE PROVISIONS

A. Work Schedule

The regular work year for custodians, head custodians, maintenance employees, and bus mechanic will be 2080 hours, including holidays and vacations. The regular workweek will be Monday through Friday, eight (8) hours per day.

B. Building Coverage

1. A custodian or maintenance employee shall be on duty for all functions for which another employee is not the responsible party.

2. For school related functions at which another employee is the responsible party, a custodial or maintenance employee shall not be required, provided the responsible employee who requests the building cleans all areas used.

C. Fireman's License

1. Employees whose job duties require them to hold a valid fireman's license or who have received this benefit on or before July 1, 2002, shall be paid an annual supplement as follows:

Fireman's License	$500.00
License and assignment to building with pressurized heating system	$750.00

2. Only one employee assigned to a building with a pressurized heating system will receive the Seven Hundred Fifty Dollars ($750.00) per building per shift. Elementary chiefs and secondary chiefs will receive this increment on the shift they are assigned if they possess a fireman's license. If no elementary chief or secondary chief has a fireman's license or does not work a shift, then the building maintenance engineer assigned to the shift who has possessed the fireman's license the most years will receive the Seven Hundred Fifty Dollars ($750.00) per year increment.

D. Overtime Rotation

1. Overtime for school activities shall be distributed and rotated by the employee's supervisor.

2. Overtime for school activities will be offered on a rotational basis to employees within a building. The classification seniority list will be the order of rotation.

3. In the event no employee in the building accepts the overtime for school activities, it will be offered on a rotational basis to the other employees in the classification group.

4. Overtime for non-school activities will be offered on a rotational basis to employees in the district in the classification group on the basis of classification seniority. If no one in the custodian classification group accepts, the overtime may be offered to the maintenance technician. This rotation to be maintained by the superintendent or his/her designee.

5. Whether an employee accepts or declines offered overtime, the employee will be charged on the rotation list.

E. Minimum Activity Time

Regardless of the number of hours a group uses the facility, an employee returning to the building shall not be paid for less than two (2) hours of work. If an activity is canceled and the employee is not notified at least one (1) hour in advance, the employee shall receive payment from the responsible organization for two (2) hours.

ARTICLE 24 – FOOD SERVICE PROVISIONS

A. Types of Food Service Employees

1. Food Service Staff

There shall be a single classification of food service employee which shall perform all work related to food service operations in accordance with the job description for the position "food service staff".

2. Food Service Driver

Food service driver loads and unloads truck, delivers food to proper storage area, assists in receiving, stock dating and rotation, cleaning and summer food program.

3. Banquet Staff

Banquet help (paid or volunteer) is extra work where employees prepare, serve and clean up banquets and dinners sponsored by any group who contracts for our services.

B. Food Service Work Schedule

The regular workweek for all categories of food service workers shall be Monday through Friday, with the following specific days and hours:

1. Food Service Staff: Three (3) to eight (8) hours per day, but not less than one hundred eighty (180) but up to one hundred eighty-five (185) days per year, excluding holidays. Preparation work or set up for banquets or events to be done during these hours, only if daily workload on any given day allows.

2. Food Service Driver: Six (6) hours per day, two hundred sixty (260) days per year (including holidays)

3. Banquet Staff: As needed to meet contracted obligations.

C. Banquets/Events

1. Banquets/events should be treated as extra work only.

2. Banquet/event positions shall be posted by the first day of school annually. Employees who desire banquet/event work must respond to the posting each year. Following the posting, the work shall be assigned on a rotating basis to individuals who bid on the work.

3. If additional staff is needed, the food services director may offer the work to volunteers or casual labor.

4. The banquet/event rate of pay shall be Ten Dollars and Fifty Cents ($10.50) per hour.

D. Rotation

1. Banquet/event work will be offered on a rotational basis to all food service employees who bid on banquet/event positions, to those qualified to do the assigned work, and who bid as a result of the annual posting. The classification seniority list will be the order of rotation.

2. Whether an employee accepts or declines offered banquet/event work, the employee will be charged on the rotation list.

3. In the event no employee accepts the time, the food services director may offer the work to volunteers or casual labor.

ARTICLE 25 – SECRETARIAL PROVISIONS

A. Work Schedule

The regular work week for all secretaries will be five (5) days, Monday through Friday. The graph listed below indicates the existing number of days and hours to be worked by all existing secretaries. These scheduled days and hours will not be increased without the consent of the person in the position. The scheduled days and hours shall not be decreased while the employee is employed by the district.

Position	Paid Day	Hours
Secondary Secretary	260	7.5
Secondary Secretaries	189	7.5
Elementary Building Secretary	260	7.5
Elementary Building Secretaries	189	7.5
Athletic Department Secretary	188	5.0
Data Entry Secretaries	260	7.5

B. Additional Positions

The Board reserves the right to add additional positions to the secretary job category as they feel the need arises. The work year and number of hours for these additional positions will be established at the time the position is created. Once established, neither these hours and days cannot be increased without the consent of the employee, nor shall they be decreased while the employee is employed by the district. The workweek shall remain Monday through Friday for these positions.

C. Bonding

All secretaries shall be bonded.

D. Student Supervision

Secretarial employees shall not be responsible for either disciplining students, or for overseeing students detained in the office for long periods of time.

E. Seasonal Work

Any secretarial or clerical work to be performed during the summer of holiday periods will first be offered to bargaining unit members in the secretarial category who are not regularly scheduled to work during time of the need.

ARTICLE 26 – TRANSPORTATION PROVISIONS

A. Regular Drivers

Only regularly employed school bus drivers shall be authorized to operate any school bus owned or leased by the Board except when a regular driver is not available; in which case, another qualified employee or a substitute driver may be employed.

B. Equipment

Every bus shall be equipped with the following: first aid kit, rubber gloves and CPR masks, broom, squeegee, two-way radio.

C. Abstracts and CDL's

The Board shall pay all charges involved with licenses, driving abstracts, training, and required physicals for bus drivers and other employees operating school owned vehicles as part of their job duties.

D. Transportation Work Schedule

The regular work week for bus drivers shall be Monday through Friday with following specific days and hours: minimum four (4) paid hours per day, not less than 180 but up to 185 days per year (excluding holidays and in-service), driver hours may be adjusted annually to meet the needs of the district.

E. Bus Washing

Time slips should be submitted monthly for bus washing. Bus drivers or superintendent's designee shall wash their buses at least once every two (2) weeks. A bus driver who washes his/her own bus shall be paid $7.50 per hour (maximum two hours per week), or the current minimum wage rate, whichever is higher, for washing his/her bus. Bus drivers have the right to refuse bus washing work.

F. In-Service

In-service meetings shall be conducted as scheduled by the Board. Drivers shall be paid their regular hourly rate for all required in-service meetings. Any other meeting will be on a time slip basis.

G. Extra Trips

1. Driving: All extra trips (field, athletic, band, etc.) shall be offered first to regular bus drivers who are available where the trip does not interfere with the driver's regular assignment or which are greater than six (6) hour trips. The only exception shall be trips in which the total number of students engaged in the trip activity is eight (8) or less and the students can be transported in a Board van driven by a coach/advisor with proper licensing.

2. Trip Pay: Extra trips shall be paid at Step 0 of the drivers wage schedule.

H. Driver Trainer

Drivers who have been designed by the superintendent, or his designee, as district driver trainers and have received and passed the necessary requirements shall be paid an additional $1.00/hour while training drivers.

I. Substitutes

Regular drivers who substitute on daily scheduled routes shall be paid their regular rate of pay and overtime where applicable.

J. Advanced Drivers Training

Drivers shall have the option of attending the state sponsored Advanced Drivers Technique training. The Board shall pay the cost of the training (no more than one per year).

K. Radio Contact

The two way radio in each school shall be manned during all hours in which school buses are transporting students to and from school between 7:00 a.m. and 4:20 p.m.

ARTICLE 27 – INSURANCE

A. Definitions

1. Eligibility shall be thirty (30) hours for employees, except bus drivers, who shall be eligible at twenty (20) hours. Current employees as of August 1, 2009, shall be grandfathered at current eligibility requirements.

2. Premium Payments: Premiums shall be paid 12 months per year for all employees. Board paid premiums for individuals no longer employed shall cease at 11:59 p.m. on the last day of the month in which employee left employment.

B. Medical Insurance

1. Hospital Surgical

For employees hired prior to the ratification of this Agreement, the Board shall purchase hospital/surgical insurance coverage which meets or exceeds the specifications listed below for each member of the bargaining unit and his/her eligible dependents. The Board shall pay ninety percent (90%) for the 2012-13 school year; eighty-eight percent (88%) for the 2013-14 school year; and eighty-five percent (85%) for the 2014-15 school year for the duration of this contract, and the employees shall pay their premium amount of ten percent (10%) for 2012-13; twelve percent (12%) for 2013-14; and fifteen percent (15%) for the 2014-15 school year through payroll deductions. The Board shall pay 50% of the premium for employees working less than thirty (30) hours per week.

The specifications regarding plan coverage shall be in accordance with the Plan summary in Appendix P and the insurance plan booklet.

2. Health Savings Account (HSA)

In addition to the current health insurance plan, effective January 1, 2010, the Board will offer a Health Savings Account (HSA) Plan option.

a. A Health Savings Account shall be available for each bargaining unit member who is part of the HDHP. The Board shall determine a custodian for the HSA; however, the member shall be free to choose a different custodian. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment.

b. All employees, except those who are precluded by law from enrolling in an HSA, shall be eligible for an HSA in accordance with the attached benefits. The Board shall be responsible for the first fifty percent (50%) of the annual deductible amount up to Two Thousand Five Hundred Dollars ($2,500.00), and the employee shall be responsible for the balance of the deductible.

c. The Board will make contributions to fully fund the HSA accounts at their maximum deduction levels at the beginning of the plan year.

3. All employees hired on or after August 1, 2009, must enroll in the HSA Plan.

4. Grandfathered employees will have an annual window to change plans.

C. Hospital/Surgical Insurance-Refusal Option

1. Full time bargaining unit members who are insured under a health insurance plan and who are eligible to receive Board paid contributions to health insurance plan benefits provided in this agreement, and who do not subscribe to those insurance benefits, and for whom the Board makes no insurance premium contributions are eligible to participate in the refusal option. For employees hired on or after September 1, 2005, this provision does not apply when both spouses are employed by the Board. For such employees hired on or after September 1, 2005, each family is entitled to only one family plan.

2. The refusal option must be exercised by the member at the beginning of the plan year. The member will notify the treasurer's office in writing of his/her decision to exercise the refusal option which shall continue until the employee notifies the treasurer's office of re-enrollment.

3. Full time bargaining unit members who exercise the refusal option will be paid an amount equal to twenty percent (20%) of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member been eligible for, and subscribed to, that coverage. This payment shall be paid in November.

4. Bargaining unit members who exercise the refusal option and who involuntarily lose other health insurance coverage through the layoff of a spouse, death of a spouse, or divorce from a spouse, will be permitted to enroll in the Board provided health insurance plan. Notice of intent to enroll will be provided in writing to the treasurer's office not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. Members who enroll under this provision shall forfeit any payment they may have become eligible for by remaining under the refusal option for the entire plan year.

5. The issue of re-entry into the plan without a physical or pre-existing condition exclusion shall be referred to the insurance committee for resolution.

D. Dental

The Board shall provide dental coverage, if available, which contains such specifications as are acceptable to the Organization. The Board shall pay ninety percent (90%) of the premium for 2012-13; eighty-eight percent (88%) of the premium for 2013-14; and eighty-five percent (85%) of the premium for the 2014-15 school year, and the member shall pay ten percent (10%) for 2012-13; twelve percent (12%) for 2013-14; and fifteen percent (15%) for the 2014-15 school year. The member's portion shall be paid through payroll deduction.

E. Life Insurance

The Board will provide individual term life insurance for all the full-time employees to a limit of $30,000.00. The coverage shall also provide an accidental death and dismemberment provision in the amount of $30,000.00.

F. Liability Insurance

The Board shall continue to provide liability insurance coverage at not less than the amounts in effect 9/1/95.

G. Insurance Committee

1. The Board shall institute an insurance committee whose purpose shall be to review the district's medical insurance plan and advise the Board on matters related to the plan. The committee shall consist of the superintendent (or his/her designee), the treasurer (or his/her designee), up to two (2) bargaining unit members appointed by the Organization and such consultant(s) as deemed appropriate by the representative of the committee.

2. The insurance committee shall meet at mutually convenient times as requested by either the Board or the Association or the Organization.

3. The Board will provide the Organization with at least 20 days notice before making any change in insurance carrier(s) or insurance administrator(s). Nothing within this section, hospital/surgical insurance, shall be construed to limit the Board's right to determine and select the carrier/administrator of its choice.

ARTICLE 28 – MISCELLANEOUS FRINGE BENEFITS

A. Severance

1. Any member of the bargaining unit with ten (10) or more years of service with the Bucyrus City School District may elect, at the time of retirement from active service (SERS) with the Bucyrus City School District, to be paid in cash for his/her accrued but unused sick leave credit at the rate of 30% of the employee's unused sick leave balance. Payment of severance eliminates all sick leave credit for the employee.

2. Payment shall be made within sixty (60) days after verification of the first payment from the State Employment Retirement System (SERS).

B. SERS Pick Up

1. The total annual wage and wage per pay period of each member shall be payable by the Board in two parts: (1) deferred wage and (2) cash wage. A member's deferred wage shall be equal to that percentage of said member's total annual wage or wage per pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash wage shall be equal to said member's total annual wage or wage per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditure for member's total annual wages otherwise payable under this agreement (including pickup amounts), and its employer contribution to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

2. The Board shall compute and remit its employer contributions to SERS based upon total annual wage, including the pickup. The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual wage less the amount of the pickup. The Board shall report for municipal income tax purposes as a member's gross income said member's total annual wage, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. Sick leave, severance, vacation, appropriate supplemental and extended service pay shall all be calculated upon both the cash wage component and this pickup component of the member's wage.

C. Mileage Reimbursement

All employees shall be paid the applicable IRS rate for all miles traveled on official school business. This payment shall apply regardless of the nature of the business as long as the travel is required to complete an employment responsibility. This includes the necessity to switch buildings to report to a different job assignment.

D. Enrollment of Employee's Child(ren)

1. Children of bargaining unit employees may be admitted to the schools of the district free of tuition charge. Non-resident children shall not be admitted to any school that has a list of resident children awaiting admission. The superintendent's authority to assign pupils shall also apply to non-resident children.

2. Students admitted under this policy shall not be eligible for transportation services or transportation cost reimbursement.

E. Workers' Compensation

Employees are covered by state workers' compensation for accidental injuries received while on school business subject to the rules and regulations of the Department of Workers' Compensation. Any employee of the Board of Education receiving an injury while at work should immediately report this injury to the treasurer and request the necessary forms to make application for payment under this act.

ARTICLE 29 – WAGE INFORMATION

A. Pay Scale

All employees shall be paid on the pay schedule set forth in Appendices M, N, and O of this contract for the applicable pay grades and years of service. The amounts appearing on said schedule shall be the employee's regular rate of pay.

B. Wage Rates

Effective July 1, 2012, employees will be paid at the rates shown on the 2011-12 wage schedule at their step placement for the 2012-13 contract year. There will be no wage rate increase for the 2012-13 and 2013-14 school years. Wages for the 2014-15 school year shall be based upon a "me-too" tied to the BA-0 Base salary changes and salary step settlement with the BEA for the 2014-15 school year.

C. Employee Placement on Salary Schedule

1. Employees new to the district who have prior experience in a comparable position may be granted up to five (5) years experience on the salary schedule.

2. Former employees who are re-employed by the district shall be placed on the salary schedule according to their experience.

3. All new employees must provide proof of prior experience for purposes of salary placement within thirty (30) calendar days of employment. Failure to provide proof of prior experience within thirty (30) calendar days of employment shall result in a waiver of the right to seek modification of salary placement.

D. Reclassification Placement

An employee who changes classification shall be placed on the salary schedule at the same step as that held in the previous classification. The employee shall be credited with all years of service.

E. Step Increases

Annual pay step increases shall be August 1, providing the employee has been employed and performed service to the Board for at least one hundred twenty (120) days in the preceding work year.

F. Longevity

The longevity increments shall be on the index and shall be included in the pay schedule herein.

G. Classification Pay

An employee assigned to a higher job classification shall be paid at the higher rate of pay at the employee's appropriate step for the time spent in the replacement position, provided the employee performs the duties of the assigned position.

H. Substitute Pay

A current employee who substitutes in another job classification while still working his/her regular job will be paid at Step 0 of the wage scale for his/her substitute work. The employee shall be considered to be a substitute when the employee works his/her regular job and in addition fills in for an absent employee in another classification.

I. Overtime/Extra Time

1. Employees shall be paid at time and one-half for all hours worked in excess of forty (40) hours per week. All forty (40) hour per week employees who substitute beyond their regular eight (8) hours per day will be paid time and a half based on their applicable hourly wage.

2. Employees shall be paid double for:

   a. all hours worked on Sunday,
   b. all hours worked on a holiday (in addition to holiday pay).

3. For the purpose of computing overtime pay, holidays, vacation, paid sick leave, and other times spent in active pay status shall be counted as days and hours worked.

4. Regular employees in a job classification will be given preference over substitute employees in the assignment of extra work or overtime.

5. The necessity for and authorization of overtime shall be determined by the immediate supervisor or other management representative.

6. To the extent possible, overtime shall be paid on each regular payday.

J. Compensatory Time

Effective January 1, 2013, compensatory time shall be administered in accordance with the Fair Labor Standards Act. Compensatory time which has been accrued as of the day of ratification of this Agreement may be used pursuant to the prior procedure for compensatory time.

K. Call in Pay

Any employee who is called in to work beyond his/her daily hours shall receive a minimum of two (2) hours pay at his/her regular rate. Call in does not mean additional hours on either side of regular hours. The call in is authorized only if the employee is called by the superintendent or his/her designee.

L. Required Meetings

Employees shall receive their regular rate of pay for attendance at required meetings beyond their normal daily hours. This provision shall not conflict with the section on in-service meetings.

M. Notice of Annual Wage

1. The Board shall give written notice annually, not later than the first day of July, to each classified school employee as to the wage rate to be paid during each year. Such wage rate shall not be lower than the wage rate paid during the preceding school year unless such reduction is a part of the negotiated agreement between the Organization and the Board. This section does not prevent increases of wages after the Board's annual notice has been given.

2. Fees for fingerprinting for all classified employees shall be paid by the Board of Education.

N. CDL Stipend

Except for bus drivers, truck drivers, or mechanics, no employee shall be required to hold a CDL.

O. Direct Deposit of Pay

Direct deposit of pay shall be mandatory for all bargaining unit members.

ARTICLE 30 – DURATION

The terms and conditions within this agreement are effective for the period commencing August 1, 2012, and terminating July 31, 2015.

FOR THE BOARD:

Board President

Superintendent

Treasurer

Team Member

Team Member

FOR THE ORGANIZATION

Team Member – Paraprofessional/Aide

Team Member - Custodial/Maint.

Team Member - Food Service

Team Member - Transportation

Team Member - Secretary

OEA Labor Relations Consultant

President

Vice President

APPENDIX A

BUCYRUS CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Name of Aggrieved_____Date Filed_____

Building_____Assignment_____

STEP 2
(Submitted to Immediate Supervisor)
(Within ten [10] working days following completion of Step One)

A. Date cause of grievance occurred_____

B. 1. Statement of grievance:

2. Relief sought:

3. Hearing requested_____
yes/no

C. _____ _____
Signature of Aggrieved Date

D. Disposition of Supervisor: Reply required within five (5) working days of the grievance or from the conclusion of the hearing if a hearing is requested.

_____ _____
Signature of Supervisor Date

APPENDIX B

BUCYRUS CITY SCHOOL DISTRICT
VACANCY BID FORM

_____ _____
Name Building

_____
Current Classification

This form constitutes my bid for the posted vacancy of_____
Position

_____
Signature

_____
Date

APPENDIX C

BUCYRUS CITY SCHOOL DISTRICT
EMPLOYEE REQUESTED
SUMMARY NOTICES OF JOB OPENINGS FORM

As per the negotiated agreement, employees who wish to have job openings notices sent to them during the summer must complete this form. Please complete and return this form to Central Office before May 30.

I would like to be notified if an opening appears in the following area(s):

_____

_____

_____
Signature

_____
Date

Name_____

Address_____

Present Position_____

School_____

Date Signed_____

APPENDIX D

BUCYRUS CITY SCHOOL DISTRICT
ABSENCE/SUBSTITUTE REPORT FORM

Name_____ Date_____

Building_____ Social Security #_____

Date(s) of Absence_____ Total Days Absent_____

Absence Charged to:

I. Sick Leave

_____Pregnancy _____Illness _____Surgery _____Personal Injury

If personal injury - were you injured while working ____yes ____no

_____Family Illness _____Exposure to Contagious Disease

_____Death in Immediate Family

II. _____Personal Leave VI. _____Vacation

III. _____Professional Leave VII. _____Jury Duty

IV. _____Without Pay VIII. _____Association Leave

V. _____Field Trip

Other_____

Contracted Employee Signature_____

SUBSTITUTE EMPLOYEE TIME SLIP

Name_____ SS#_____

Person Subbed for_____ School_____

Dates Worked_____

Hours (if not full day)_____ Approved by_____
Principal/Supervisor

Attach time sheet for Classified Personnel.
COPIES: White/Yellow (Treasurer) Pink (Principal)

APPENDIX E

BUCYRUS CITY SCHOOL DISTRICT
SICK LEAVE BANK REQUEST FORM

_____
Date

_____, an employee of _____ years, who works in _____ is about to exhaust his/her accumulated sick leave and has requested the establishment of a sick leave bank in his/her name, for the transfer of sick leave from any employee willing to donate from one to five days. It is estimated that ____ days will be needed.

Any employee wishing to donate accumulated sick leave days should complete the form below and return it to the school district treasurer. A donation which would reduce the donor's accumulation of sick leave to below 30 days will not be accepted.

Form must be received in the treasurer's office by_____.

****

BUCYRUS CITY SCHOOL DISTRICT

Sick Leave Donation Authorization

I,_____ authorize the transfer of _____ days of my
Print Name number

accumulated sick leave to _____.
Recipient's Name

_____ _____
Employee Signature Date

APPENDIX F

BUCYRUS CITY SCHOOL DISTRICT
PERSONAL LEAVE FORM

Social Security #_____

Name_____ Date_____

Building_____

Date(s) of Personal Leave_____ Total Days_____

Note: Personal leave may not be used to extend school holiday periods or recesses in the school year calendar, to provide vacations, for shopping trips, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the superintendent or his designee.

_____
(Signature of Employee)

_____Approved _____Rejected _____
Principal/Supervisor

_____Approved _____Rejected _____
Superintendent

Reason(s) for Rejection:

_____

_____

Absence report must be completed upon return and sent to Central Office.

APPENDIX G

BUCYRUS CITY SCHOOL DISTRICT
ASSAULT LEAVE FORM

Social Security #_____

Name_____ Date_____

School or Department_____

Assault leave has been taken in accordance with the Ohio Revised Code (ORC) 3319.143 and Article 15, Part F of the Negotiated Agreement between the Bucyrus Board of Education and the Bucyrus Organization of School Support.

_____day(s) of assault leave was/were taken beginning at _____/
Time

_____/ _____, ___ and ending at _____ on _____/ _____, _____.
Day Mont Time Day Month

Medical attention_____required.
was/was not

If medical attention was required, the following information must be stated:

Name of Physician _____

Office Address _____

_____

_____
Employee's Signature

_____
Principal

APPENDIX H

BUCYRUS CITY SCHOOL DISTRICT
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests family and medical leave commencing
Employee's Name

_____, _____. I anticipate return to my regular duties

_____, _____.

_____
Signature

_____
Date

APPENDIX I

BUCYRUS CITY SCHOOL DISTRICT
REQUEST OF ORGANIZATION LEAVE DAYS

Social Security #_____

Name_____ Date_____

Building_____ No. of days requested_____

In accordance with the negotiated agreement, I hereby request Organization leave beginning

_____ A.M. P.M._____
Month Day Year

and ending _____ A.M. P.M._____.
Month Day Year

Name of Business/Meeting_____

Location_____

Signature of Applicant_____

Signature of Organization President_____

Date_____

_____ _____
Signature of Principal Date

_____ _____
Signature of Superintendent Date

All requests are to be submitted to the superintendent one week in advance of the intended absence. Copies are to be sent to: applicant, Organization president, treasurer, superintendent and principal. Absence report must be completed upon return and sent to central office.

APPENDIX J

BUCYRUS CITY SCHOOL DISTRICT
APPLICATION FOR LEAVE OF ABSENCE

Social Security #_____

Name_____ Date_____

School/Department_____

I hereby request a leave of absence without pay beginning

_____ ending
month day year

_____
month day year

for the reason checked below:

_____Illness, Disability*

_____Maternity*

_____Paternity/Adoption*

_____Professional, Educational Study*

_____Personal Reasons*

_____Other (please specify)

The applicant is advised to examine and comply with applicable provision(s) of the Negotiated Agreement before submitting such application.

* Without pay (insurance continues by submitting premium to treasurer).

_____
Applicant's Signature

_____Approved
_____Disapproved

_____
Superintendent

APPENDIX K

BUCYRUS CITY SCHOOL DISTRICT
REQUEST FOR VACATION FORM

NAME_____ DATE_____

DATES(S) REQUESTED:

_____

_____

_____

_____

EMPLOYEE SIGNATURE_____

****

APPROVEDBY_____DATE_____

****

INSTRUCTIONS:

1. Eligible employees should submit requests for vacation as much in advance as possible.
2. Custodial employees should submit requests to their respective building principal.
3. Maintenance/mechanic employees should submit requests to the maintenance supervisor.
4. Clerical/accounting employees should submit requests to their appropriate supervisor.
5. Requests are to be submitted in triplicate. Upon approval, one copy is to be retained by the supervisor, one to the employee, and one copy to the treasurer's office.
6. Upon return from vacation periods the employee is to complete an absence form and submit it to the appropriate supervisor.

APPENDIX L

BUCYRUS CITY SCHOOL DISTRICT
REQUEST TO CASH-IN UNUSED VACATION TIME
(12 Month Employees Only)

I request the treasurer's office, Bucyrus City School District, to cash in ___ (up to five) days of my accumulated, but unused, paid vacation time at my current per diem. I understand that the requested number of days will be deducted from my vacation leave balance, that it is counted as a fringe benefit, and not salary, by the retirement system, and that the amount cashed in will be paid in the month of July of the year in which it is requested.

Signature:_____Date:_____

Approved:_____Date:_____

INSTRUCTION:

This form is to be completed by the twelve-month employee and submitted to the superintendent by June 25 of the year in which the cash-in is requested.

BUCYRUS CITY SCHOOL DISTRICT
BUCYRUS ORGANIZATION OF SUPPORT STAFF
2012-13 and 2013-14 WAGE RATE SCHEDULES

POSITION	0	1	2	3	4	5	6	7	8	9	10	14	18	22
Paraprofessionals/Aides	10.57	11.20	11.50	11.84	12.16	12.45	12.78	13.08	13.43	13.73	14.04	14.35	14.68	15.00
Secretary/Data Entry	11.77	12.45	12.82	13.16	13.52	13.89	14.24	14.60	14.93	15.29	15.64	15.99	16.35	16.70
Custodian	11.87	12.58	12.90	13.27	13.62	13.98	14.34	14.69	15.04	15.41	15.75	16.11	16.48	16.82
Head Custodian	12.12	12.83	13.15	13.52	13.87	14.23	14.59	14.94	15.29	15.66	16.00	16.36	16.73	17.07
Maintenance	12.04	12.77	13.12	13.49	13.85	14.22	14.59	14.93	15.29	15.65	16.02	16.37	16.73	17.11
Mechanic	16.55	17.03	17.56	18.11	18.68	19.24	19.83	20.44	21.08	21.73	22.37	23.05	23.74	24.47
Bus Driver	12.90	13.66	14.07	14.44	14.87	15.24	15.62	16.00	16.39	16.79	17.17	17.56	17.96	18.32
Food Service	10.52	11.15	11.46	11.79	12.08	12.38	12.73	13.02	13.37	13.65	13.97	14.29	14.62	14.92
FS Driver/Custodian	11.52	12.22	12.58	12.90	13.25	13.60	13.95	14.29	14.66	15.00	15.34	15.67	16.03	16.37

BUCYRUS CITY SCHOOLS
SCHEDULE OF MEDICAL BENEFITS FOR THE NON-HSA PLAN

BENEFITS	PPO	NON-PPO
CALENDAR YEAR DEDUCTIBLE (PPO and non-PPO deductible amounts will be applied toward each other)	$500 per person $1,000 per family	$1,000 per person $2,000 per family
BENEFIT PERCENTAGE PAYABLE **COINSURANCE MAXIMUM OUT-OF-POCKET AMT PER CALENDAR YEAR** (The Maximum Out-of-Pocket amount includes co-pays and coinsurance; it does not include deductibles. PPO and non-PPO coinsurance amounts will be applied toward each other.	100% $500 per person $1,000 per family	80% $700 per person $1,400 per family
OUTPAT SURGERY/ANESTHESIA in a Physician's office	100%, deductible waived	80% after deductible
OFFICE VISITS (preventive or medically necessary)	100% after $25 co-pay	80% after deductible
OTHER PREVENTIVE SERVICES described herein	100%, deductible waived	80% after deductible
EMERGENCY USE OF EMERGENCY ROOM (all charges including ER Physician charges)	100% after $100 co-pay (waived if admitted)	
NON-EMERGENCY USE OF EMERGENCY ROOM (applies to room charges only; other charges are subject to deductible)	80% after $100 co-pay (waived if admitted)	
HOSPICE	100% after deductible	
AMBULANCE	100% after deductible	
OUTPATIENT THERAPIES (subject to the following annual limits: 30 visits each for physical and occupational therapy; & 20 visits for speech therapy)	100% after $15 co-pay (professional); 100%, deductible waived for facility	80% after deductible
CHIROPRACTIC SERVICES (max of 12 visits per calendar year)	100% after $15 co-pay	80% after deductible

BENEFITS	PPO	NON-PPO
SKILLED NURSING FACILITY (max of 180 days per calendar year)	100% after deductible	80% after deductible
DIABETIC EDUCATION	100%, deductible waived ($15 co-pay applies to professional)	80% after deductible
CARDIAC REHAB	100%, deductible waived	80% after deductible
OUTPAT ALLERGY TESTING & TREATMENT	100%; deductible waived	80% after deductible
IMMUNIZATIONS	100%; deductible waived	80% after deductible
HOME HEALTH CARE	100% after deductible	80% after deductible to max of 30 visits per cal year
REHABILITATION FACILITY (max of 60 days/cal year)	100% after deductible	80% after deductible
DURABLE MEDICAL EQUIPMENT	80% after deductible	60% after deductible
TRANSPLANT SERVICES (max lifetime benefit of $1,000,000 for all but kidney and cornea)	100% after deductible	50% after deductible
LIFETIME MAXIMUM BENEFIT	unlimited	

The deductible does not apply to benefits that have a co-pay.

PRE-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS.
POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY HOSPITAL ADMISSIONS.

BUCYRUS CITY SCHOOLS
SCHEDULE OF MEDICAL BENEFITS FOR THE HSA PLAN

BENEFITS	PPO	NON-PPO
CALENDAR YEAR DEDUCTIBLE (PPO and non-PPO deductible amounts will be applied toward each other)	$2,500 per person $5,000 per family	$5,000 per person $10,000 per family
BENEFIT PERCENTAGE PAYABLE **COINSURANCE MAXIMUM OUT-OF-POCKET AMT PER CALENDAR YEAR**	100% None	80% $4,500 per person $9,000 per family
OUTPAT SURGERY/ANESTHESIA in a Physician's office	100% after deductible	80% after deductible
OFFICE VISITS (medically necessary)	100% after deductible	80% after deductible
PREVENTIVE SERVICES described herein	100%, deductible waived	80% after deductible
EMERGENCY USE OF EMERGENCY ROOM (all charges including ER Physician charges)	100% after deductible	
NON-EMERGENCY USE OF EMERGENCY ROOM (all charges including ER Physician charges)	100% after deductible	80% after deductible
HOSPICE	100% after deductible	80% after deductible
AMBULANCE	100% after deductible	80% after deductible
OUTPATIENT THERAPIES (subject to the following calendar year limits: 30 visits each for physical and occupational therapy; and 20 visits for speech therapy)	100% after deductible	80% after deductible
CHIROPRACTIC SERVICES (max of 12 visits per calendar year)	100% after deductible	80% after deductible
SKILLED NURSING FACILITY (max of 180 days per calendar year)	100% after deductible	80% after deductible
DIABETIC EDUCATION	100% after deductible	80% after deductible
CARDIAC REHAB	100% after deductible	80% after deductible
OUTPAT ALLERGY TESTING & TREATMENT	100% after deductible	80% after deductible
IMMUNIZATIONS	100%, deductible waived	80% after deductible
HOME HEALTH CARE	100% after deductible	80% after deductible

BENEFITS	PPO	NON-PPO
REHABILITATION FACILITY	100% after deductible	80% after deductible
DURABLE MEDICAL EQUIPMENT	100% after deductible	80% after deductible
TRANSPLANT SERVICES	100% after deductible	80% after deductible
RETAIL & MAIL ORDER PRESCRIPTION DRUG BENEFIT	100% after deductible	
LIFETIME MAXIMUM BENEFIT	unlimited	

PRE-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS. POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY HOSPITAL ADMISSIONS.

Bucyrus City Schools Prescription Drug Program[1]		
Benefits	**Copay**	**Day Supply**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
***Formulary Retail Program with Oral Contraceptive Coverage[1]**		
Generic Copayment	$12	30
Formulary Copayment	$24	30
Non-Formulary Copayment	50% (min $40, max $80)	30
Diabetic Supplies[2]	$0	30
Asthmatic Supplies[3]	$0	30
***Formulary Mail Order Program with Oral Contraceptive Coverage[1]**		
Generic Copayment	$24	90
Formulary Copayment	$48	90
Non-Formulary Copayment	$80	90
Diabetic Supplies[2]	$0	90
Asthmatic Supplies[3]	$0	90

[1]Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.
[2]Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucowatch.
[3]Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

Pepple & Waggoner, Ltd.
ATTORNEYS AT LAW
Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
wpepple@pepple-waggoner.com

April 12, 2013

VIA ELECTRONIC MAIL ONLY

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Bucyrus City School District Board of Education and
Bucyrus Organization of School Support Negotiations
SERB Case No. 2012-MED-03-0209
Our File No. 367-53-12

Gentlemen:

Please find enclosed herewith the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,

William C. Pepple

William C. Pepple

WCP/lda
Enclosure
cc: Mr. Kevin Kimmel, Superintendent (w/o enclosure)
Ms. Venita Shoulders, OEA Labor Relations Consultant (w/o enclosure)