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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BROOKLYN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**TEAMSTERS LOCAL NO. 436**

**AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



**EFFECTIVE**

**AUGUST 1, 2013 THROUGH JULY 31, 2016**

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## ARTICLE 1 – AGREEMENT

THIS AGREEMENT is entered by and between **TEAMSTERS LOCAL NO. 436**, affiliated with the International Brotherhood of Teamsters, hereinafter known as the “Union,” and the **BOARD OF EDUCATION OF THE BROOKLYN CITY SCHOOL DISTRICT** (hereinafter referred to as the "Board").

## ARTICLE 2 – RECOGNITION

1. The Board of Education of the Brooklyn City School District recognizes the Teamsters Local Union No. 436, an affiliate of the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the bargaining unit which includes all full time and regularly employed short hour employees employed now or to be employed in the following positions or classifications:

Athletic Aide(s)	Playground Monitor(s)
Cafeteria Personnel	Student Monitor(s)
Custodial/Cleaning Personnel	Secretarial Personnel
Custodian/Grounds/Maintenance Personnel	Transportation Personnel
Health Aides	Treasurer's Office Personnel
Library Media Assistant(s)	Student Attendant(s)

The following positions shall be excluded from the bargaining unit: Assistant Treasurer, Secretary to the Assistant Superintendent, Secretary to Superintendent, Secretary for Business Affairs, Substitutes, Supervisor, Food Services, Supervisor of Transportation.

This Agreement is entered into to set forth in their entirety the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined above.

It is further recognized that all other supervisors, managers, administrators, and confidential, casual and temporary employees shall be excluded as provided in R.C. 4117.01.

This recognition shall remain in effect uninterrupted unless challenged in accordance with procedures of R.C. 4117.07.

2. Where the parties agree to include newly created non-certified, non-licensed classifications within the bargaining unit during the life of this Agreement, said classifications shall be incorporated as negotiated addendum to this Agreement.

### ARTICLE 3 - UNION DUES/FAIR SHARE

1. Except as noted below, the Board shall deduct dues, initiation fees, re-initiation fees, and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union from the employee's wage upon receipt from the Union of an authorization card bearing the signature of the employee.
2. Voluntary payroll deductions for DRIVE shall be permitted upon receipt from the Union of an authorization card bearing the signature of the employee.
3. The amount of dues to be deducted for the Union shall be designated by letter to the Board's Treasurer no later than September 1 of each school year.
4. Fair Share Service Fee Exemption-Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required to pay to the Union a service fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the Union Secretary-Treasurer. Such employee shall furnish to the Union Secretary-Treasurer written receipts evidencing payment to such agreed upon non-religious fund.
5. If any member of the bargaining unit from whom a fair share service fee is charged objects to the imposition of such fee either on the grounds that the amount charged is inaccurate or that the bargaining unit member is one against whom a service fee may not be assessed, this objection shall be raised with the Union and be subjected to the Union's internal rebate procedure.
6. In the event an employee has not submitted a dues authorization card and has not been granted a State Employment Relations Board religious exemption, or in the event that any Union member revokes a dues authorization, the Board shall deduct from the salary of such employee the fee as set forth in the Union dues schedule presented to the Board by the President of the Union.
7. For bargaining unit members who do not elect to become members of the Union within sixty (60) days following his/her initial first day of work, the Board shall deduct a fair share service fee from the employee's wages. No fair share service fee shall be assessed or collected during the first sixty (60) days following a new employee's initial day of work.
8. Names and work addresses of all new bargaining unit employees shall be provided to the Union on a monthly basis. The Union shall indemnify and hold the Board harmless from any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action arising out of or resulting from the implementation of this Article.

9. All payroll deductions referenced in this Article shall be made during the second payroll period of each month. The Union shall assume full responsibility for the disposition of said funds. Dues shall be deducted for each month the employee is actively employed by the Board.
10. On a voluntary basis members of the bargaining unit have the ability to join the Ohio Teamsters Credit Union located at 6100 Rockside Woods Drive, Suite 150, Independence, Ohio 44131. Payroll deduction will be credited to the participant's personal account through an ACH wire transfer. Enrollment packets will be available at each building.

## ARTICLE 4 – UNION RIGHTS

The Union shall have the following rights in addition to the rights contained in this Agreement:

1. To make use, without charge, mail boxes and the school interoffice mail system for the posting or transmission of information or notices concerning Union matters. The Board shall furnish a bulletin board in each school building and bus garage to be used exclusively by the Union for posting of notices and bulletins relating to the Union.
2. To receive a copy of the agenda, including resolutions, attachments and minutes of all Board meetings as they are normally available to the public.
3. To receive a copy of all job postings.
4. To be supplied with all available job descriptions and job qualifications and a copy of amended or new description thirty (30) days before their implementation.
5. To be furnished, by February 1 of each year, with a seniority list which shall contain a roster of all bargaining unit employees, with the hiring date, classification date, present classification, placement on the salary schedule and the primary job site of the employee indicated thereon. This list shall be revised by May 1 and the revised list furnished to the Union.
6. Stewards and employees who participate in a grievance/discipline/termination meeting before the Administration that is scheduled during working hours will do so without loss of pay.
7. A duly authorized representative of the Union and/or Stewards will be permitted to be on the premises of the Board at reasonable times for the purpose of transacting any business of the Union, provided there is no interference with the safe and efficient operation of the Board, as determined by the Board.
8. To be informed and receive reasonable notice, not less than five (5) days, prior to Board action on the addition or elimination of a classification/position.
9. The Union shall furnish the Board with a written list of stewards. The Board shall furnish the Union with a list of immediate supervisors for each job classification. The parties shall advise of changes in stewards or supervisors in writing.

## ARTICLE 5 – BOARD RIGHTS

1. The Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.
2. The employees recognize the prerogative of the Board to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the Board has not officially abridged, delegated or modified are retained by the Board.
3. The Brooklyn Board of Education retains the sole right and authority to manage the schools in the Brooklyn School District, except as limited by the specific civil service law that are not specifically abrogated in this Agreement, the written contract or federal or state law. This shall include, but not be limited to, the right to direct the work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote employees; to schedule the days and hours of work and starting and quitting time of employees; to hire, discharge and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operation of the schools except as provided for in this Agreement.
4. The Superintendent of Schools, with the approval of the Board, exercises his/her supervision of the Brooklyn City Schools for the efficient transaction of all business affairs of the system, including the employment, direction and supervision of all nonteaching personnel.

## ARTICLE 6 - NON-DISCRIMINATION

1. Neither the Board nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in Union activity, so long as such activity is not prohibited by law or restrained by the terms of this Agreement.
2. The Board and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, religion, age, sex, handicap/disability, or political affiliation, union affiliation, sexual orientation.
3. The Board and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

## ARTICLE 7 – CONSISTENCY WITH LAW

1. If any provision of this Agreement, or any application of a provision of this document is found to conflict with any state law, regulation, ruling or order, now or hereafter enacted, then such provision, application or agreement shall be inoperative, and the remaining provisions hereof shall continue in effect.
2. In the event any provision is found inoperative as indicated above, representatives of the Board and Union shall meet to renegotiate the provision within thirty (30) days by demand of either party.

## ARTICLE 8 - EMPLOYMENT

1. Credit for Experience-All new employees hired with work classification related experience shall be allowed credit for job-related experience at the second or third step of the appropriate wage scale. Evaluation and approval of this credit shall be made by the Superintendent and shall only be considered at the time of initial employment.
2. Tested Classified Employees-Civil service qualification and testing shall be in accordance with the Brooklyn City Civil Service Charter.
3. Temporary Appointment - A temporary appointment for a period of ninety (90) days can be made for tested positions in the absence of a list of qualified candidates from the Civil Service Commission. Within thirty (30) days of the commencement of such temporary appointment, the Board shall request the Civil Service Commission to give a test for the position. Any person temporarily employed must take the next Civil Service Examination and receive a passing score in order to be employed on a permanent basis.
4. A. Probationary Period - There shall be a probationary period of ninety (90) calendar days for all employees to allow the Board to determine the fitness and adaptability of any new employee it may hire. During such time a new employee or transferred employee shall have no seniority rights in that position and his/her qualifications to do the work required and his/her discharge or layoff for any reason shall not be subject to the grievance/termination/discipline procedures as set forth in this Agreement. Employees retained beyond the ninety (90) calendar day period shall have their system seniority computed as of their date of hire and classification seniority computed as of their date of entry into the classification.  
B. In the event a current employee is so transferred to or elects, to fill a vacancy in the bargaining unit, he/she shall be entitled to a probationary period of thirty (30) calendar days. This period may be extended or shortened by mutual agreement of the employee and the Superintendent or his/her designee. At the end of this probationary period, the employee shall be awarded the contract for the new position or have the right to return to the employee's prior position. The employee may be returned to his/her prior position before the end of the probationary period only for just cause or by mutual agreement.  
C. New Hire Packet to include the following: 1. Copy of the union Agreement; 2. Insurance information including opt-out. 3. Contact information for Administrators and Supervisors for the Building in which the bargaining unit member is assigned; 4. Job description for which the bargaining unit member was hired to perform; 5. Substitute List sign-up form (eligibility to start after completion of the Probationary Period); 6. Attendance bonus information; 7. Benefits that are available including Deferred Comp, 403 B, Life Insurance and Ohio Teamsters Credit Union; 8. Sign-off for e-mail

## ARTICLE 9 - PERSONNEL FILES

1. The Treasurer shall maintain the official employee files at the central administration building.
2. The employee shall have the opportunity to read, initial and date any material before it is placed in the employee's personnel file.
3. An employee shall have the right to review the contents of his/her personnel file, other than confidential information, including pre-employment material such as references, interview sheets, and administrative notes received prior to hire to the extent they are a public record. Such review may be scheduled by arranging an appointment with the Administration. Positive written evaluations and commendations will be included in the personnel file in addition to unfavorable evaluations and reprimands.

## ARTICLE 10 – REPORTING ABSENCES

1. Reporting Daily Absences-In the event (an) employee(s) find(s) it necessary to be absent from their assigned duties, the employee shall report the absence as soon as possible, but in any event not later than two hours prior to the employee's reporting time for work unless circumstances dictate otherwise. The procedure shall apply to all employees regardless of whether or not a substitute is required.

The Superintendent shall advise employees of the identity of the one person/number to whom they shall report their absence.

2. Reporting Subsequent Daily Absences-Absent employees who know they will be absent the following day(s) and who have not already reported off are to report by 3:00 p.m. If no call is received by 3:00 p.m., it shall be assumed the employee will be in attendance the following day.
3. Signed Statement-A statement attesting to the reason(s) for an absence of any nature shall be signed by the employee upon return to duty. Failure to do so by the end of the pay period shall result in notice to the employee that the form has not been returned. Failure to return the form by the end of the next pay period shall result in a deduction of pay for the absence(s). Upon submitting the form, the employee will be reimbursed at the end of the pay period for the deduction. Further, the falsification of any statement may be grounds for termination.
4. Sick and personal leave shall be charged the minimum of one ½ hour increments. This will be pilot program for the 2013-2014 school year and will be reviewed by labor management for the 2014-2015 school year.

## ARTICLE 11 - SENIORITY

1. Seniority - shall be defined as follows:
  - A. Classification Seniority shall be defined as the uninterrupted length of continuous service by an employee in a particular classification as computed from the employee's most recent date of entry into such classification series.
  - B. System Seniority shall be defined as the uninterrupted length of continuous service with the Board as computed from the most recent date of hire.
2. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service.
3. Seniority shall accrue for all time spent on active pay status (sick, leave, personal leave, assault leave, or any other paid leave) or when receiving worker's compensation for three (3) years or less. After three (3) years on worker's compensation, seniority shall not accrue, but it shall not be lost.
4. In cases of identical seniority, total seniority shall be decided by coin toss.

## ARTICLE 12 - LAYOFF/RECALL

1. When the Board of Education determines it necessary to reduce the number of bargaining unit positions, because of the lack of work, or lack of funds, the following shall apply:
  - A. At least fifteen (15) calendar days prior to the effective date of layoffs, the Board shall prepare and post for inspection on Union bulletin boards a list containing the names, seniority dates and classifications of those employees to be laid off. A copy shall be provided to the Union. Employees laid off shall be paid for all earned but unpaid personal and vacation days (if the employee so requests) no later than fourteen (14) calendar days following the layoff.
  - B. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees who have been laid off shall be placed on the reinstatement list in the reverse order of layoff.
  - C. Reductions shall be made from the bottom of the seniority list with the least senior employee in the classification being laid off first. An employee affected by the layoff in his or her classification may elect to displace a bargaining unit member who holds a lower position on the seniority list in a different classification, provided the employee who decides to bump into a classification (other than his/her current one):
    - 1.) Meets the requisite minimum qualifications for the other classification, and/or have the required certification/licensing in their possession at the time of the bump.
    - 2.) A decision to bump into another classification or not to bump must be made within five (5) calendar days from the time the employee is notified in writing that he/she will be laid off.
    - 3.) A bargaining unit member who is laid off from one classification and elects to bump into another classification shall be paid at the same step in the new classification that they held in their laid off classification.
2. If two or more employees subject to layoff have equal seniority, the determination as to who shall be laid off will be determined by a coin toss.
3. The names of the bargaining unit members who are affected by the layoff shall be placed on a recall list for up to twenty-four (24) months from the date of the actual layoff.
4. Bargaining unit members who are laid off shall be notified in writing of all vacancies posted by the employer.

5. Bargaining unit members on the recall list, who submit a substitute application, shall be placed on a priority substitute list. Individuals on the priority list shall be called first to fill in as substitutes for jobs for which they are qualified. Individuals shall be called in order of most senior in district to least senior in district. Individuals will be compensated at the substitute rate of pay for the job, will receive no fringe benefits, and will not accumulate seniority in any job classification while substituting.
6. During the twenty-four (24) month recall period, no student workers will be used to perform the job duties of the laid off workers during their previously scheduled hours.
7. There shall be no loss of seniority for any employee reinstated during the twenty-four (24) month layoff period.

## ARTICLE 13 - VACANCIES AND TRANSFERS

1. Assignments and Reassignments - Assignments and reassignments of employees shall be made in accordance with law and consistent with the provisions of this Agreement. Unless exigent circumstances apply, one week prior to the Board changing (adding or reducing) on more than a temporary basis the regular assignment of hours or the number of days for any positions in the bargaining unit, or creating new positions, the Superintendent/Designee shall provide notice to the Union. Employees shall have the option, by seniority, to accept or decline assignments and reassignments. If no one accepts the assignment or reassignment the least senior employee in that classification shall be reassigned. Excluding Student Monitors and Student Attendants.
2. Temporary Assignment - Temporary assignments may be made in the event of an emergency. Except in the event of necessity because of illness, etc., a temporary assignment shall not be for a period longer than thirty (30) calendar days.
3. Notification of Vacancies - Whenever a vacancy in a classified position arises and that vacancy will be filled, or a new position is created, the Superintendent or his/her designee shall publicize same by posting written notice(s) with qualifications on the bulletin boards of each building's main office, office of the treasurer, and by each time clock. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy shall have been posted for at least five working days. If any vacancy should occur during the summer months, a list of such vacancies shall be posted electronically to all employees and mailed to the Union.
4. Application for Posted Position-Application for any posted position may be made to the office of the Superintendent or designee.
  - A. Appointments to vacant direct student support positions (e.g., Student Monitors and Student Attendants) shall be made by the appointing authority of the Board and shall go to a candidate from the bargaining unit who is determined to be the best qualified before hiring a non-bargaining unit member unless the Superintendent can demonstrate that it is in the best interest of the district to hire from outside the bargaining unit. Classification seniority of candidates for any promotional vacancy in such direct student support positions and which is in the candidate's classification series shall be given due consideration in any promotion decision.
  - B. Appointments to all other vacant positions shall be made on the basis of the most senior qualified applicant, who meets the minimal qualifications contained in the job posting. If there are no qualified applicants, or none apply for the vacancy, then the Board may seek outside applicants and fill the position with a new hire.

## ARTICLE 14 – DISCIPLINE, SUSPENSION, AND TERMINATION

1. Disciplinary action shall only be imposed upon an employee for just cause. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and conduct.
2. The Board shall use the following steps of progressive discipline; however, in the case of a serious infraction, progressive discipline may begin at any step of the procedure:
  - Step 1: Verbal reprimand
  - Step 2: Written reprimand
  - Step 3: Inside-Work Suspension with pay
  - Step 4: Outside-of-Work Suspension without pay
  - Step 5: Termination
3. If any disciplinary action (with the exception of Steps 1 and 2) is issued, a pre-disciplinary hearing will be held within five (5) business days of such action. All employees shall be entitled to the presence of a Union representative and steward in any such pre-disciplinary hearing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary hearing as an observer only. The Administration shall have the obligation to present all non-confidential evidence supporting the accusation against the employee. The employee shall have the right to face his/her non-student accuser(s) and rebut the allegations. After the hearing is held, the Administration shall make a determination whether to place a record of the disciplinary action in the employee's personnel file.
4. Although not limited to the following offenses, these offenses shall constitute just cause for immediate discharge without adhering to progressive discipline procedures:
  - A. Insubordination;
  - B. Physical assault on a supervisor or any other employee;
  - C. Theft, embezzlement or conviction of a felony;
  - D. Loss of driver's license because of driving on duty under the influence of alcohol or controlled substance;
  - E. The intentional falsification of official records or medical records;
  - F. The unauthorized use, entry, alteration or destruction of computer systems, hardware, software or information contained therein.

5. Oral and written reprimands shall not be used for purposes of the progression of discipline beyond twelve (12) months from the date of issuance, unless there is intervening discipline within the twelve (12) months.
6. Suspensions shall not be used for purposes of the progression of discipline beyond thirty-six (36) months from the date of issuance, unless there is intervening discipline within the thirty-six (36) months.

## ARTICLE 15 – GRIEVANCE AND ARBITRATION

1. A “grievance” shall be any complaint, controversy or dispute arising between the Board and the Union or any employee or employees concerning questions of interpretation or application of the terms, conditions and provisions of this Agreement.
2. Any grievance arising between the Board and the Union, or an employee(s) represented by the Union, shall be settled in the manner listed below. A Union representative may attend any grievance meeting. Class Action or serious discipline (suspensions or discharges) grievances shall be filed at Step 3. All time limits must be followed unless extended in writing by mutual consent of the Board and the Union.
3. If any grievance is not initiated at Step One within ten (10) days after the grievant knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such except in cases of continuing violations.
4. PROCEDURE:
  - A. STEP ONE (Informal meeting)-The grievant, and if he/she so chooses, the Steward, will first discuss the grievance orally, with his/her immediate supervisor in an attempt to resolve the matter informally. Within five (5) working days of the presentation of the grievance, the supervisor shall render his/her decision orally to the grievant.
  - B. STEP TWO: (Formal Grievance meeting)-If the grievance is not resolved at Step One, or if no decision is rendered within five (5) working days of the informal meeting, the grievant may, within five (5) working days, file a formal grievance supplied by the Union with his/her immediate supervisor. Within five (5) working days of receipt of the written grievance, the immediate supervisor shall meet with the grievant, and if the grievant chooses, the Union steward. Within five (5) working days of the meeting, the supervisor shall issue his/her decision in writing.
  - C. STEP THREE: (Superintendent Appeal)- If the grievance is not resolved at Step Two, or if no decision is rendered within five (5) working days of the meeting, the grievance shall be automatically appealed to the Superintendent. Within five (5) working days of the appeal, the Superintendent shall meet with the grievant, steward, Union representative, and any necessary witnesses, in an attempt to resolve the grievance. Within five (5) working days of the Step Three meeting, the Superintendent shall issue a written decision to the grievant and the Union.
  - D. STEP FOUR (Arbitration)
    - 1) Arbitration Demand - If the grievance is not resolved at Step Three and it involves a grievance as to the interpretation or application or alleged

violation of a specific provision of this Agreement, a suspension or the discharge of an employee, the Union may submit the grievance to arbitration within thirty (30) working days of the decision in Step Three.

- 2) Mediation Demand - Within 10 calendar days of receipt of the arbitration demand, either party may demand mediation through FMCS and the arbitration shall be immediately held in abeyance until the mediation is exhausted.
- 3) Mutually Agreeable Arbitrator - Within 10 calendar days after mediation has been determined to be exhausted, the parties may mutually agree to select an arbitrator.
- 4) AAA Arbitrator -- If the parties cannot mutually agree to an arbitrator from a panel within 10 calendar days after mediation has been determined to be exhausted, the parties shall demand that the American Arbitration Association provide the parties a list of seven (7) names. If mutual selection of an arbitrator is not achieved from the first list of seven (7) names submitted to the parties by the American Arbitration Association, either party shall request a second list of seven (7) names. The parties shall use the alternate strike method for the second list of names with the Union striking first and alternating until one name remains. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching the determination. In the event that a case is appealed to an arbitrator at which he/she determines that he/she lacks authority to decide, it shall be referred back to Board with a notification to the Union without decision or, recommendation on its merits.
- 5) The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the effect of law.
- 6) The cost of the arbitrator and the hearing room shall be equally divided between the parties. Hearings will be scheduled so as not to interfere with the assigned duties of members of the bargaining unit.
- 7) The arbitrator's award, if within his authority, shall be final and binding upon the parties.

- 8) In cases where arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to the hearing on the merits of the issue.

## ARTICLE 16 - NO STRIKE/LOCKOUT

1. During the term of this Agreement, the Board shall not engage in any lockouts that violate R.C. Chapter 4117.
2. During the term of this Agreement, the Union shall not engage in any activities (e.g., strike, picketing, work stoppage, interference with work or slow down) that violate R.C. Chapter 4117.
3. Should any strike, work stoppage, interference with work or slow down occur, the Union shall take immediate action to terminate such action, including notifying all bargaining unit members to immediately cease and desist.

## ARTICLE 17 - SAFETY AND HEALTH

1. The Board shall comply with all local, state and federal health and safety laws and regulations. If an employee reasonably believes there is a health and/or safety hazard causing serious physical harm to employees, students or the general public, he/she shall immediately inform the Superintendent and his/her designee of such concern so that the Superintendent and his/her designee may investigate and take action if he/she deems necessary. There shall be no reprisals, restraints, interference, or discrimination against an employee for filing a report of unsafe or unhealthy conditions.
2. First Aid Training - The Board shall provide first aid training to all new employees. All other employees shall be offered first aid training every three (3) years. If such training is scheduled outside of the workday, additional compensation will be provided.
3. Medical Tests and Inoculation - The Board shall provide and pay for any required medical tests or inoculations mandated by Ohio statute, federal law, or state or federal government regulations impacting on school employees. Flu shots, when available, will be provided by the Board at a Board facility. Employee participation shall be on a voluntary basis.
4. CPR Training - The Board shall provide CPR training to all employees on an annual basis. If such training is scheduled outside of the workday, additional compensation shall be provided.
5. Physical Examination - The prospective employee may be required to furnish a satisfactory report from a licensed physician certifying mental and physical capacity to perform the tasks designated, at the employee's expense. Physical examination may be required for continuation of employment, including bus driver annual physical, which shall be paid for by the Board. Such physical examination shall be administered at a Board selected medical facility.
6. Hepatitis B - The Board shall provide Hepatitis B series shots to all employees upon request.
7. The Board will make available all pertinent job training and new employee training that may include (printed material, video, mass media, guest speakers and shadowing by Supervisor and/or an experienced employee designated by the Superintendent). This may necessitate extra time.

## **ARTICLE 18 - SUBCONTRACTING**

The Board may not subcontract work that is presently being done, or which has been traditionally done by bargaining unit members, in any circumstances which result in the permanent layoff of bargaining unit members.

## **ARTICLE 19 - LIMITATIONS ON NON-BARGAINING UNIT MEMBERS**

1. Supervisors and any other non-bargaining unit employee, except Summer seasonal employees, shall not perform work of bargaining unit employees except work (1) for purposes of instructing or training employees; (2) of an experimental nature; (3) reviewing new, altered or repaired equipment; (4) in emergency situations, e.g. safety of a student; (5) equipment or material delivery and setup.
2. Student Workers - Student workers may be employed on a temporary basis during the summer recess to assist bargaining unit members but shall not replace any bargaining unit members.

## ARTICLE 20 - LABOR MANAGEMENT MEETINGS

1. The Union/Management Relations Committee will be formed consisting of no more than one (1) representative from each building (including the bus garage) and up to two (2) Union Representatives. An employee who attends a Union/Management Relations Committee Meeting scheduled during that employee's regularly scheduled work hours shall not lose any pay.
2. The purpose and function of the Committee is to provide a structured opportunity to address and resolve areas of concern of the parties, including, but not limited to, the implementation of District-wide rules and regulations. The Committee will strive to utilize the interest-based problem solving process in an attempt to arrive at mutually satisfactory solutions. The Committee may determine to seek assistance and training from the Federal Mediation and Conciliation Service at any time to further facilitate or enhance this process.
3. The Committee will meet quarterly and more often as determined necessary by the Committee. The Superintendent and a representative of the Union will meet to prepare an agenda in advance of each meeting. The Superintendent and Union representative may mutually agree to cancel or reschedule a meeting and/or schedule additional meetings as necessary. By mutual agreement, the Committee may invite other individuals to attend meetings for purposes of providing resource information.
4. The dates for the quarterly meetings will annually be determined by mutual agreement of the Superintendent and Union representative prior to the beginning of each school year.

## ARTICLE 21 - GENERAL EMPLOYEE BENEFITS

1. Overtime
  - A. An employee shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of forty (40) hours in one work week, and/or all hours beyond eight (8) hours in one day. Any hours worked on Saturday shall be at one and one-half (1-1/2) times his/her regular rate of pay. All hours worked on Sunday shall be compensated at double the regular rate of pay. Paid Personal Leave time should count as hours worked for overtime purposes. An example is an employee that scheduled a personal day and then was called in to plow snow.
  - B. A work week shall be defined as Sunday through Saturday (seven (7) days - 168 hour period).
  - C. An employee may take "comp time" in lieu of overtime. When an employee is given "comp time" the "comp-time" shall be in an amount equal to time and a half. The employee may choose to "bank" his/her "comp time". If the "comp time" cannot be cooperatively arranged by June 30, the Board shall pay the employee the value of the "comp time" at the employee's hourly rate when earned.
  - D. Compensatory time may be taken in increments of one hour. Requests for comp time off shall not be unreasonably denied.
  - E. An employee's scheduled work hours shall not be adjusted without the consent of the employee
2. Holidays – All hours worked on a holiday provided for in this Agreement shall be compensated at double the regular rate of pay in addition to pay for the holiday.
3. Calamity Days - In the event that a school or schools are closed due to a calamity as declared by the Superintendent, all salaried and hourly employees assigned to the affected building(s), except those whose attendance is expressly required by the Superintendent or his/her designee, shall have that one (1) day off with regular pay. Those employees expressly required by the Superintendent or designee to work on such days shall receive one and one-half times their regular rate of pay for all hours worked. For those employees whose regular work day starts at 6:00 a.m. and report to work on any day that the District has not declared a calamity day on or before 5:30 a.m. on that calamity day, shall be required to work two (2) hours at one and one-half times their regular rate of pay for both hours worked. If in accordance with state law; rules or regulations of the Ohio State Department of Education, or Board resolution, some or all of the calamity days are required to be made up, the employees shall work such days and

shall not receive compensation. In the event of bad weather, the Superintendent may decide to send the second shift employees home with pay. The five (5) calamity makeup days will be scheduled on the following days:

- A. The day school is closed following the second parent/teacher conference day.
- B. Records day -the last day of the regular school year.
- C. Memorial Day
- D. Two (2) days after the last scheduled day of the regular school year.
- E. These makeup days shall not necessarily be scheduled in the above order.

4. Substitution

- A. Any employee who is assigned by the Superintendent or his/her designee to substitute for an absent fellow employee exclusive of holidays, shall receive the higher of his/her regular rate of pay or the rate of pay at his/her appropriate step on the salary schedule applicable to such assigned substitution
- B. All offers of substitute work to regular employees shall be made on the basis of seniority and shall rotate as provided in Article 21 Section 6.
- C. In the event the Superintendent and/or his/her designee determine to substitute for an absent employee, the available hours shall not exceed four (4) hours in any workday or twelve (12) hours in any work week. In accordance with the above, the Board shall use bargaining unit members as substitutes unless the above limits are exceeded or unless employees have declined the extra work. In these cases, the Board may utilize persons on an established substitute list. The Superintendent or his/her designee may employ substitutes where the work performed by the absent employee cannot be done by a current bargaining unit member.

**Substitution Procedures:**

1. Shall be offered to bargaining unit employees, by seniority, within the classification, at the Building where there is a need. If the need is not met, then;
2. Shall be offered to bargaining unit employees with the most District-wide seniority, in the same classification, at other Buildings. If the need is not met, then;
3. Shall be offered to bargaining unit employees, with the most District-wide seniority in any other classification,

\*All bargaining unit members must fill out and submit, a District provided form, at the beginning of each school year to be eligible to substitute. In order to accept the substitute hours an employee's contracted hours cannot conflict with the offering of substitution work. If an employee consistently refuses opportunities to

substitute, the employee will be notified that their name will be removed from the substitution list.

D. Job performance of internal/external substitutes must be at least average to be in the rotation as per the evaluation. The order of selection of substitutes if qualified will be as follows: .

1.) Within classification

2.) Other classifications

3.) External

Failure to participate in Board-provided training/in-service within an employee's classification will result in the employee's name being removed from the substitute list. The Board will provide training for external substitutes.

5. Authorization - No employee shall work any hours or days which qualify for overtime pay without the authority of, or at the direction of, the Superintendent, his/her designee, and/or immediate supervisor.

6. Rotation of Overtime-When overtime and extra-time work is offered to employees within the building and classification in which the work occurs, it shall be assigned on the basis of rotation by seniority within the building and classification in which work occurs. First, overtime and extra-time work shall be offered to classification members at the building where the overtime or extra-time work is. If no member of the classification at the building accepts the overtime or extra-time work, then it will be offered to members of the classification in the district on the basis of seniority rotation. If an offer of overtime is declined, the work shall be offered to the next employee in seniority rotation. Other than transportation which operates according to the procedures in Article 25-Section 8, if the next employee in the seniority rotation accepts the offer of overtime, that employee will be the first employee asked the next time that overtime is made available.

A. Employees A, B and C all work at Building Y. A has the most seniority and B has more seniority than C. If the administration offers overtime, the first option to accept is to A. If A accepts, the next offer of available overtime goes to B. If B refuses the overtime, that overtime is offered to C. If C accepts, the next offer of available overtime will be to A. If an offering of overtime or extra-time work is refused by an employee, it will be considered as if the employee worked.

B. Employees A, B & C all work at Building Y. A has the most seniority and B has more seniority than C. If the Administration offers overtime, the first option to accept is to A. If A refuses, the overtime is offered to B. If B refuses, the overtime is offered to C. If C refuses, the District then offers the overtime to bargaining unit employees, with the most District-wide seniority, in the same classification at other buildings. If no one in the classification wants the overtime, then it is offered to bargaining unit employees with the most District-wide seniority in any other classification.

\*In order to accept the overtime and extra-time work hours an employee's contracted hours cannot conflict with the offering. If an offering of overtime or extra-time work is refused by an employee, it will be considered as if the employee worked.

7. Lunch Periods-All employees covered by this Agreement who work at least six hours and 1/2 shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes, except in case of emergency. The present length of unpaid lunch periods effective for each employee classification shall remain in effect for the life of this Agreement, except as otherwise provided in Article 25.
8. Rest Periods-All bargaining unit employees who work at least six and one-half hours shall be granted two (2) fifteen-minute rest periods, which, insofar as practicable, shall be in the middle of each work period. Any short-hour employee who has a schedule requiring work of four (4) or more consecutive hours but less than six and one-half hours shall receive two (2) ten-minute rest periods. Rest periods are a part of the work day and shall be compensated at the regular rate of pay. The scheduling of these rest periods shall be by mutual agreement between the employee and his/her immediate supervisor.
9. Paperless Checks-Direct Deposit
  - A. Effective August 1, 2011, all employees shall be paid through direct (electronic) deposit. On each pay date, employees will have the ability to access their payroll data via a secured web account that will be provided by the District
10. Payroll Errors - A payroll error resulting in insufficient payment to an employee shall be corrected and a supplemental check issued as soon as possible but not more than one (1) full working day after the error has been substantiated. A payroll error resulting in overpayment to an employee shall be corrected and the amount of the overpayment shall be deducted from the employee's next paycheck or future paychecks if a large amount is involved.
11. Mileage - Any employee in the bargaining unit required to use his/her vehicle on Board of Education business shall be reimbursed at the IRS rate.
12. Meals and Lodging - Any employee in the bargaining unit who, as a result of a work assignment, must have meals or lodging away from the School District shall be reimbursed for the actual reasonable cost of such lodging. Employees will be reimbursed at a maximum \$6 for breakfast, \$9 for lunch and \$12 for dinner, without prior authorization for field trips and non-regularly scheduled assignment. The employee shall provide receipts for such expenses.
13. Payroll - Nine-month employees may elect to be paid on a twelve-month rather than a nine-month basis. This option must be requested in writing by submitting a form provided by the Board to the Treasurer by the last day of the preceding school year. The form shall expressly waive any right the employee otherwise might have to receive pay within two (2) weeks of time worked.

14. In-Service Days – On scheduled in-service days where the school district has provided at least two weeks notice of a prepared in-service program, the bargaining unit member shall not use personal leave except for unusual situations of a personal nature beyond the employee's control which comply with Article 22, Sections 3, 4, 5 and 6. The reason(s) for the use of personal leave must be written on the request form. Failure to participate in Board-provided training/in-service within an employee's classification will result in the employee's name being removed from the substitute list as provided in Article 21, Section 4(D). By June 30, the Superintendent and/or his/her designee shall issue a calendar to all employees with the report days that are required for the following year. A copy of each classified calendar shall be provided to the Union President.

## ARTICLE 22 - LEAVES AND VACATIONS

1. Sick Leave. Accrual of Sick leave for salaried employees shall accrue at the rate of 1-1/4 days per month. Hourly employees shall accumulate sick leave on an hourly basis equal to 1-1/4 of the employee's regularly scheduled work day each month.
  - A. Any regular employee who is assigned by the Superintendent or his/her designee to substitute for a period of at least three (3) consecutive business days in the same assignment shall be entitled to accumulate sick leave based on the total number of hours actually worked per day during that same time period.
  - B. Sick leave used shall be deducted from the hourly accumulation.
  - C. Unused sick leave accumulation shall be unlimited.

The terms of above section (Article 22, Section 1) shall specifically supersede the provisions of R.C. 3319.141, R.C. 124.38-R.C. 124.389, and any other statutory, regulatory, or negotiated provision to the contrary.

2. Sick Leave. Use of-Sick leave shall be granted for personal illness, illness in the immediate family, pregnancy, a death in the immediate family, and quarantine, to the limit of the total accumulated days due to the employee and on other conditions set forth below:
  - A. Sick leave shall be granted as requested for the death of spouse or child.
  - B. Sick leave to a maximum of five (5) days shall be granted for other deaths in the immediate family. (Immediate family refers to mother, father, brother, sister, niece, nephew, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild, grandparent (in-law) or any member of the family or household who clearly stands in the same relationship with the employee as any of these).
  - C. Transporting a member of the immediate family to and from the hospital is considered family illness and shall be deductible from sick leave.
  - D. Time for personal doctor appointments shall be deductible from sick leave as personal illness.
  - E. An employee who has been on sick leave for a period of ten (10) or more consecutive work days may be required by the Superintendent and/or his/her designee submit a doctor's certificate attesting that the employee is able to return to work and to assume his/her regular duties and responsibilities.
  - F. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal from employment.
  - G. Members who retire the first year they become eligible under this Agreement and who have at least 5 years of service with Brooklyn City Schools, may elect to

receive at the time of retirement under the State Employees Retirement System a cash payment equal to the value of fifty percent (50%) of his/her accumulated, but unused, sick leave credit. Members who have at least five years of service with Brooklyn City Schools and who retire after June 30<sup>th</sup> of the first year that they were eligible under this Agreement, shall receive a cash payment equal to the value of thirty-two percent (32%) of his/her accumulated but unused sick leave.

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

Severance pay shall be given only to those employees who have given the Board of Education written notice sixty (60) days prior to the date of retirement or sixty (60) days prior to the last day in earning status, whichever may occur earlier. However, an employee, otherwise entitled to receipt of severance pay, who dies prior to severing employment shall be deemed 'to have severed employment on the day preceding his/her death. The severance payment shall be made to the employee's surviving spouse or his/her estate in the manner provided by law.

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

The payment of severance pay shall be made only once to any employee and shall be made at the time of retirement in one lump sum.

An employee who has fifteen (15) or more years of Brooklyn City School service, may elect at the time of his/her resignation, a cash payment equal to the value of thirty percent (30%) of his/her accumulated, but unused sick leave to a maximum fifty (50) days.

H. Sick Leave Bank - Each member on a volunteer basis, wishing to contribute to the SLB, will authorize the Treasurer to reduce by the amount authorized his/her accumulated unused sick leave total. See Appendix A.

3. Personal Leave. Use of - Pay for personal leave of absence due to situations of a personal nature, over which the employee has no control, shall be allowed to a maximum of three (3) days per year. These days may not be deducted from sick leave. Employees are urged to use only that portion of the workday which is needed for the completion of the task which requires their absence from duty. Any personal leave days not used during the contract year (July 1- June 30) will be converted to the employee's sick leave accumulation prior to the first day of the following school year.
4. Personal Leave Request Forms - Employees shall make requests for personal leave, on forms so provided, as soon as the need for leave is known, but at least twenty-four (24) hours in advance of the date of such leave. In emergency situations, the immediate supervisor or the Superintendent may grant exceptions by telephone. Failure to submit a request twenty-four (24) hours in advance shall not be a basis for denial of leave, but

shall be treated as an emergency situation whereby specific reasons may be sought to justify payment.

Upon return to work, the employee shall fill out the appropriate form stating whether or not the personal leave day fell within the scope of valid reasons set forth in the personal leave policy.

5. Reasons for Paid Personal Leave - It is agreed that paid personal leave days are provided for legitimate business, professional, personal and family obligations an employee encounters which cannot be met outside of his/her assigned work schedule.
6. Personal Leave Limitations and Exceptions - Personal leave, except for funerals or situations deemed to be extreme emergencies, shall not be granted on days immediately preceding or following a vacation, holiday, or the opening or closing of school.

Personal leave knowingly utilized in violation of this policy shall be considered as insubordination and shall result in appropriate disciplinary action, up to and including dismissal.

The following are examples of reasons which are not valid for use of paid personal leave of absence:

- A. Gainful employment.
- B. Recreation or vacation.
- C. Accompanying spouse on business trip.
- D. Family reunion.
- E. Matters covered by other leave provisions in this Agreement.
- F. Any other nonemergency matter which reasonably can be accomplished on a nonschool day or before or after work hours.

7. Parental Leave of Absence

- A. Within the first five years of the child's life or within the first five (5) years of obtaining custody or adopting a child, an employee who is the parent, stepparent, or who is the legal guardian or custodian of a child, shall be eligible for a parental leave of absence without pay providing such employee has completed a minimum of two (2) years of successful employment in the District. Such leave is available only once per child. An employee may take up to six (6) weeks unpaid leave for purposes of qualifying for adoption of a child and may then commence an unpaid parental leave of absence under this Article later in the same school year. -

- B. A written request for parental leave of absence shall be submitted to the Superintendent or his/her designee no later than three (3) weeks prior to the effective date of such leave.
  - C. Such parental leave shall be granted in increments of thirty (30) calendar days not to exceed a total of one hundred twenty (120) calendar days. Such leave shall be extended for up to an additional one hundred twenty (120) calendar days upon the request of the employee to the Board, providing the request is made at least three (3) weeks before the expiration of the initial leave period. The employee shall provide at least three (3) weeks advance notice prior to the conclusion of the leave of his/her intent to return to work.
  - D. At the conclusion of the parental leave, the employee shall be reinstated in the same position he/she held at the time his/her parental leave began unless such employee has been properly laid off in accordance with the Reduction in Force Policy.
  - E. An employee who takes a parental leave of absence shall retain his/her seniority acquired at the time of taking the leave, and shall begin with the same seniority upon returning to work.
  - F. An employee returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during such parental leave. However, the employee shall advance on the salary schedule if he/she was in regular pay status for at least 120 days during the school year the leave was taken.
  - G. Any employee on parental leave shall have the right to continue any or all group insurance coverage upon reimbursing the Board the group premium rate for that insurance coverage taken while on such leave. The employee shall reimburse the Board the total monthly premium within the first ten (10) days of each month of such coverage.
  - H. A parental leave of absence for adoption purposes shall consist of all the rights, obligations and benefits granted to those employees under the aforementioned parental leave provisions.
8. Leaves of Absence – Upon the request of an employee, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board.

Individuals on long-term leave may continue all group insurance coverage available through the Board of Education by reimbursing the Board for premium costs until termination of leave. Failure of the individuals to forward their premium payments to the Board at the stipulated times will terminate this option.

9. Vacation Leave - Following completion of a full year of service with the Board, all nonteaching employees hired by the district prior to July 1, 2001 in service for a minimum of 1680 hours of regularly scheduled hours exclusive of vacation time earned or until nonteaching employees who have at least 20 years and are scheduled to work a minimum of 1645 regular scheduled hours exclusive of vacation time earned in each calendar year shall accrue vacation as set forth below. Any employee who currently receives vacation as of April 1, 1995 shall continue to receive such vacation leave even though he/she does not meet the above 1680/1645 hour requirement. Bus drivers who acquired vacation leave due to the summer runs in the summer, 1994 shall continue to receive the vacation leave earned between July 1, 1994 and June 30, 1995 as long as that specific driver retains that summer route. For non-teaching employees hired by the district after July 1, 2001, following the completion of a full year of service with the Board, all new employees in service for a minimum of 1900 regularly scheduled hours exclusive of vacation time earned in each calendar year shall be eligible for vacation time per Section J. of this article. The employee who performs the duties of the bus supervisor may include his/her time performing those duties in calculating the total hours to qualify for vacation. An employee may carry over unused vacation time from one year (July 1 - June 30) to another with a maximum carryover accrual of five (5) days. The established vacation year shall be July 1 through June 30. If an employee's hire date is after July 1 of any year, that employee will receive his/her vacation accrual pro-rata (from his/her hire date to the following June 30 rounded to the next higher half day) to be used after the first day of July following his/her hire date.
- A. No vacation time may be taken during the first full year of service. At the completion of one full year of service, an employee shall take his/her accumulated vacation before the following July 1. Any accumulated but unused leave, beyond five (5) days, shall be forfeited unless due to unusual circumstances a greater carryover is approved in writing by the Superintendent or his/her designee, or the Superintendent determines to approve payment for such carryover days in excess of the five (5) days allowed.
  - B. Except in unusual circumstances, no vacation leave shall be granted for the last five days of school or for the first five days of school.
  - C. Vacation time during the year will be at the discretion of the Superintendent or his/her designee. However, such discretionary approval will not be unreasonably withheld.
  - D. A vacation calendar will be established and maintained by the Superintendent or his/her designee.
  - E. Conflicting vacation requests will be resolved on a basis of greatest classification seniority receiving first choice whenever possible.
  - F. If an employee is called back to work during his/her vacation period, he/she shall receive one and one-half (1-1/2) times his/her regular rate of pay, plus an additional vacation day.

- G. Supervisors should be advised as soon as possible of requested changes to scheduled vacation time in order for adjustments to be made.
- H. Vacation time is to be scheduled and approved by the Superintendent or his/her designee two weeks prior to the taking of leave. In the event of extenuating circumstances, the two-week notification period may be waived.
- I. In April of each year the Board shall send each employee a written notice of the number of his/her accumulated vacation days.
- J. Vacation time shall accrue at the following rate:

<u>Years of Service</u>	<u>Days</u>	<u>Accrual Rate Per Pay Period</u>
After 1 year	10	.3846
After 8 years	15	.5769
After 13 years	20	.7692
After 20 years	25	.9615
After 25 years	Same as after 20 years with addition of a floating holiday	

(This schedule shall be implemented such that years of service means years for which the employee earned vacation time.)

- K. Upon separation from employment, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation. In case of the death of such employee, such accrued and unused vacation leave shall be paid to his/her estate.
10. Jury Duty/Court Witness - Any employee who is absent from his/her work assignment for jury duty or as a subpoenaed court witness shall be granted pay not to exceed the difference between the jury pay and the pay as an employee of the Board of Education. Such employee shall turn over the total amount of such payment excluding normal expenses to the Treasurer's office in return for his/her regular paycheck. In the event the jury duty pay exceeds the pay normally received as an employee of the Board, the employee will be entitled to the entire jury duty pay.
  11. Assault Leave - The Board will provide assault leave to an employee who is absent due to injury (physical and/or emotional) resulting from an assault (physical and/or verbal) by a student, by a parent or guardian, by a trespasser or due to an injury while mediating a dispute which occurs in the scope of an employee's Board employment. The Board will maintain the employee on full-pay status up to a maximum of twenty (20) work days under the following provisions:
    - A. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.

- B. Medical attention is required and a certificate stating the nature of the disability and its duration from a licensed physician shall be provided before assault leave can be approved for payment.
  - C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment.
  - D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 or 124.38 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Revised Code.
  - E. If an employee's absence resulting *from* assault is covered by Workers' Compensation, the Board shall provide said employee with the same gross income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the employee which results in an amount equal to, or more than the employee's normal per diem rate, the excess payment, from the effective date of the initial award of Workers' Compensation will be returned to the Board.
  - F. Any amounts received through disability insurance coverage will be deducted from assault leave payment. Failure to notify the Board of all amounts received from disability insurance coverage will result in cancellation of assault leave and recovery of all assault leave payments and may be grounds for suspension or termination of employment.
  - G. Assault leave payment will terminate if and when the employee becomes eligible for disability retirement.
  - H. Any exception beyond the above may be recommended by the Superintendent and approved by the Board.
  - I. The employee shall be required to file a report with the police department and is encouraged to pursue litigation against the individual(s) perpetrating the assault.
12. Members shall receive a stipend of one hundred dollars (\$100.00) from the first (1st) day of school through December 31st for not using any sick days during this period of time. A second stipend of one hundred dollars (\$100.00) will be given for not using any sick days from January 1st through the last day of school. Members who have not used a sick day the entire school year shall receive an extra one hundred dollars (\$100.00) in the last paycheck in June. A death of a family member shall not count against a member for this section.
13. Military Leave: The District agrees that bargaining unit members shall be permitted to take Military Leave consistent with State and Federal law. Any bargaining unit member who is drafted into any branch of the Defense Forces of the United States shall be granted Military Leave.

## ARTICLE 23 - HOLIDAYS

The following days have been approved by the Board as paid Holidays:

- |     |  |                                |
|-----|--|--------------------------------|
| 1.  | New Year's Day   | January 1                      |
| 2.  | Martin Luther King, Jr. Day  | 3rd Monday in January          |
| 3.  | Presidents' Day  | 3rd Monday in February         |
| 4.  | Good Friday  | Friday before Easter           |
| 5.  | Monday after Easter  | Monday after Easter            |
| 6.  | Memorial Day   | Last Monday in May             |
| 7.  | Independence Day*  | July 4                         |
| 8.  | Labor Day  | 1st Monday in September        |
| 9.  | Thanksgiving Day   | 4th Thursday in November       |
| 10. | Day after Thanksgiving   | Friday following Thanksgiving  |
| 11. | Christmas Day  | December 25                    |
| 12. | Christmas Eve & New Year's<br>Eve Day (except when it<br>falls on Saturday or Sunday<br>then holiday will be Friday) | December 24 and<br>December 31 |

Should a holiday occur on a Saturday, the immediately preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediately following Monday shall be observed as the paid holiday.

\*Applies to twelve month employees. Employees who commit to working summer cleaning, bus driving and bus monitoring will be required to work the day before and the day after the holiday in order to receive the same benefit as twelve month employees.

## ARTICLE 24 - FAMILY AND MEDICAL LEAVE ACT

1. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.
2. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against, the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.
  - A. The birth of a son or daughter, and to care for the newborn child;
  - B. The placement with the employee of a son or daughter for adoption or foster care;
  - C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
  - D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
3. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.
4. No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.
5. Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.
6. Sick leave events which continue two (2) weeks or more will require completion of a WH380 Form.
7. Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.
8. Leave for the birth or adoption of a child or for the placement of a child in foster care may be taken on intermittent or reduced schedule upon approval of the Superintendent which approval shall not be unreasonably withheld.
9. Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The District will cease to pay the District's share of the premium if the employee's payment is more than thirty (30) days late.
10. Employees using FMLA may elect to use vacation leave, after exhaustion of their sick leave credits.

## ARTICLE 25 - JOB CLASSIFICATIONS RATIOS AND DUTIES

1. Each position in the bargaining unit shall have a job description provided by the Superintendent or his/her designee. Each employee shall receive a copy of his/her job description. The Union shall be provided a copy of every job description for every position in the bargaining unit within thirty (30) calendar days of ratification of this agreement. The Union and the Board shall meet to bargain any changes in existing job descriptions.

As used in this Article, "at the discretion of the Board" shall be defined for each bargaining unit position as identified in Article 25 Section 1. (Superintendent/Designee assigns work schedule).

2. Cafeteria Personnel

- A. Positions

- 1.) Head Cook
  - 2.) Assistant Cook
  - 3.) Dishwasher
- B. If the Superintendent/Designee determines that cafeteria employees should wear hats or other types of head covering, such shall be provided by the district. Employees are not permitted to wear hats or head coverings that are not purchased by the district except by mutual agreement with the Superintendent/Designee.
  - C. In the event a cafeteria employee is absent, the Superintendent/Designee shall determine whether or not a substitute shall be provided.
  - D. In the event cafeteria employees are sent home early on a regularly scheduled workday, affected employees shall be paid for all regularly scheduled work hours that day.
  - E. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board.
  - F. Where cafeteria personnel work six and one-half (6 1/2) hours or more on a regular work day, the person shall receive a thirty (30) minute unpaid lunch which shall not conflict with the regular student lunch periods.

3. Playground Monitors

- A. Positions

- 1.) Playground Monitor

- B. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board.
  - C. Playground monitors shall be paid a minimum of one and one-half (1-1/2) hours pay when they are required to work on days the Brooklyn City School District is not in session.
4. Student Monitor
- A. Position
    - 1.) Student Monitor
    - 2.) Student Attendant (Formerly known as: Student Monitor/Attendant)
  - B. A list of assignments shall be designated by the District at the beginning of each year. Employee preferences and seniority will be considered but not controlling. Should a vacancy occur, it shall be bid pursuant to the provisions of Article 13.
  - C. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board.
  - D. Student Monitors assigned for at least six and one-half (6-1/2) hours each work day shall be provided a thirty (30) minute unpaid lunch as scheduled by the immediate supervisor.
  - E. The job description of the Student Attendant will include the duties presently established in the current job description of Student Monitor with the addition of responsibilities related to assisting students with physical tasks such as using material, equipment, moving from room to room, and using the lavatory.
  - F. All employees covered by this CBA will be afforded professional development opportunities annually.
5. Custodial/Cleaning Personnel
- A. Position
    - 1.) Custodial/Cleaner
  - B. Full-time positions will be scheduled eight (8) hours per day excluding a ½ hour unpaid lunch, two hundred and sixty-one (261) days per year. Where custodial/cleaning personnel work six and one-half (6 ½) hours or more on a regular workday, the person shall receive a thirty (30) minute unpaid lunch.
  - C. The work week for full-time custodial/cleaning personnel shall be eight (8) hours per day. The Board has the right to determine the starting time for all shifts but if a change is made during the school year, the Board shall conduct new bidding for

cleaning assignments as provided in section 5(F). below. Employees may be required to work any of three (3) shifts. Third shift employees will be paid a shift differential of ten percent (10%).

- D. Employees who are employed as short hour custodial cleaners shall work 179 student school days. Additional days may be assigned at the discretion of the Board. Employees who commit to summer cleaning will be paid their regular rate of pay. Employees from other classifications who commit to summer cleaning will be paid on the appropriate custodial/cleaning salary schedule on Appendix A Step 0 and/or Appendix B Step 1.
- E. At the beginning of the school year, the custodial/cleaning personnel shall bid on cleaning sections based on seniority with the most senior custodial/cleaner selecting the section he/she wants first and then proceeding to the next most senior, then the next most senior, etc. One week prior to the "bidding" the administration shall post in each school office and provide the Union with a list of each position by the number of hours and days to be worked, the shift starting time and the building(s) area(s) to be cleaned.
- F. Any cleaning employee shall have the option of working extra days during the winter and spring breaks upon the request of the Administration.

6. Secretarial

A. Position

- 1.) Secretary to the Building Principal
- 2.) Secretary to Assistant Principal
- 3.) Secretary to Guidance and Records
- 4.) Secretary Pupil Services (Part-time)
- 5.) Secretary in Central Office

B. Secretaries shall not be required to supervise students in in-school suspension except in emergencies.

C. 1. Basic Workday and Work year for all Brooklyn City School District employees who were employed prior to July 1,2001, work 260 days per year, and who are employed as secretaries

- a. When school is in session -Eight (8) hours including a 45 minute unpaid lunch period.
- b. When school is not in session, the work day shall be seven (7) hours, including a thirty- minute unpaid lunch period.

- c. The work day for each secretary shall be established by his/her immediate supervisor except the normal work day shall not begin earlier than 7:00 a.m. nor end later than 4:00 p.m.
    - 2. New employees to the district on or after July 1, 2001 who are employed as secretaries shall be scheduled 179 days and have a basic workday of eight hours excluding a 30 minute unpaid lunch period. The work day for each secretary shall be established by his/her immediate supervisor. 20 additional days will be scheduled for work during the summer recess of the school year. Additional days may be assigned as approved by the superintendent/designee.
  - D. Staggered Time - The immediate supervisor may, with the approval of the Superintendent, stagger the starting time, ending time, and lunch break for those employees under his/her supervision.
  - E. Hourly Office Personnel Time -Hours for all other office personnel shall be established on an individual basis.
  - F. First Aid - Secretaries will not be required to dispense medications or serve as custodians of medications. However, there may be extreme circumstances or emergencies when the school nurse, health aide and building principal and/or any other building administrators are not in the building whereas the secretary will dispense medications. The secretary will continue to provide first aid in emergency situations when the health aide and nurse are absent from the building.
  - G. In the absence of the principal, the building secretary is not responsible for conducting the affairs of the building normally handled by the principal or for making decisions normally made by the principal.
7. Library Media Assistants
- A. Positions
    - 1.) Library Media Assistants
  - B. The Library Media Assistant shall perform clerical duties, supervise and work with students; advise students on selection of reading material; maintain inventory, operate and perform operator maintenance on library media equipment; and assist the librarian as directed.
  - C. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board. The work day including a 30 minute unpaid lunch for each library media assistant shall be established by the Superintendent or his/her designee. Library Media Assistants who were employed prior to July 1, 2001, shall work eight (8) hours per day including a 1/2 hour unpaid lunch.

D. Library Media Assistants shall not be required to supervise students in in-school suspension except in emergencies.

8. Transportation

A. Positions

- 1.) Bus Driver
- 2.) Bus Monitor

B. Procedures -The procedure for the operation of the transportation department shall be in accordance with those hereinafter described.

1.) Assignment of daily bus and van routes -daily routes shall be bid on by drivers and bus monitors on the basis of transportation classification seniority.

a. All scheduled runs shall be posted at the bus garage one week prior to the annual transportation meeting which is held in August each year. Approximate times of each run will be given at this time with exact time of each run to be established no later than the end of the third week after school has started each year. Any variations in run times, after the exact times have been set, will be due to unusual circumstances as determined by the Superintendent or his/her designee. At this juncture routes are to be considered established.

b. The postings shall include the following information:

Bus or van number

Approximate days of work

Approximate time of run

Approximate number of stops

Approximate number of students

c. Top seniority driver shall make the first choice from the available posted runs, following line of seniority thereafter until all runs are bid. Top seniority bus monitor shall make the first choice from the available posted runs, following line seniority thereafter until all runs are bid.

d. Drivers shall retain the bid run for the entire year unless a vacancy occurs and the driver or bus monitor bids into the vacant run.

e. Monitors shall retain the bid run for the entire year unless a vacancy occurs or the Superintendent/Designee meets with the bus

monitor and provides written justification for a change during the school year. Said change shall not reduce the compensation received by bus monitors.

- f. In the event the scheduled Bus Monitor is unavailable and a Bus Driver is available, the Bus Driver shall be given the opportunity to fill the vacancy before a Bus Monitor substitute is called. The bus driver shall be paid at their step at the bus monitor class.
- 2.) In the event a run becomes vacant or a new run is established after school starts, the run shall be posted and bid. The run shall be awarded to the most senior driver or bus monitor who bids and his/her run shall be posted and bid.
- 3.) If, at any subsequent time in order to avoid undue hardship, a driver or bus monitor wishes to exchange regular daily bus routes with another driver or bus monitor, it shall be done only by mutual agreement of the affected drivers or bus monitors, and with the approval of the Superintendent or his/her designee. Such exchanges shall not be utilized as a means to nullify seniority bidding.
- 4.) Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board.

C. Field Trips

- 1.) The Superintendent or his/her designee shall be responsible for the dispensing of field trips.
- 2.) A school bus driver shall be assigned to a field trip which requires the use of a school bus in accordance with state transportation standards.
- 3.) A list of all regular drivers interested in making field trips shall be compiled and maintained. The list shall be in order of classification seniority with the most senior regular driver first.
- 4.) The following procedure shall be used in order to achieve an approximate equalization of total hours assigned for field trips throughout the year.
  - a. When school starts, the first trip shall be offered to the most senior regular driver and so forth down the list until all regular drivers on the Field Trip List have been offered a trip.
  - b. The Field Trip Roster of names and hours credited shall be maintained daily and available for reviews.
  - c. After each regular driver has been credited with one trip, trips will be assigned based on total number of hours accredited to each individual regular driver.

- d. The regular driver having the fewest number of total hours accredited shall receive first consideration on assignment of field trips.
  - e. If that driver declines the field trip, then the next regular driver in terms of fewest total hours worked shall receive the next opportunity to drive the field trip, but the trip refused shall be charged to the refusing regular driver as though accepted.
  - f. After trips have been assigned, all trips will be assigned continuing with the week rotation.
  - g. A driver shall be permitted to trade field trips.
  - h. Field trips will be paid at the employee's regular hourly rate, including overtime if applicable.
- 5.) Saturdays, Sundays and holidays, shall be considered as extra field trips for all regular drivers and shall not be counted as hours worked on the regular Field Trip List. A separate roster shall be maintained (in order of seniority) for these extra field trips. Assignment of extra field trips shall be done to achieve approximate equalization among those on the extra Field Trip Roster. Drivers on the rotation list for trips on Saturdays, Sundays, holidays, and vacations shall be permitted to trade three (3) times a year.
- 6.) No regular drivers who have not volunteered to be placed on the Field Trip Rosters mentioned in c, d, and e shall be assigned to drive any field trip when any regular driver who has volunteered to be on the Field Trip Roster is available to drive.
- D. Vehicle Unavailability -Whenever, as a result of mechanical or other malfunction, a vehicle is unavailable for a driver to perform his/her regular scheduled run, the Board shall furnish work for the driver or shall compensate the driver for all hours of work lost due to such occurrence at his/her regular rate of pay for all work that could not be performed.
- E. Student Lists -Each driver shall be given a list of names and addresses of students who ride their buses, along with any necessary medical information known to the school, which the driver should know in order to perform his/her duties and protect the health and welfare of the students into whose care they have been charged.
- F. Guaranteed Pay - Whenever a driver reports for and attempts to perform regularly scheduled assignment(s), extra work and/or curricular/noncurricular assignment(s), that driver shall be guaranteed a minimum of one (1 1/2) hours. Assignments that are cancelled, that driver shall be guaranteed a minimum of two (2) hours.

- G. First Aid Training -The Board shall provide first aid training annually for new employees. Thereafter, drivers shall attend first aid training every three (3) years. Hours spent in first aid I training shall be paid at straight time.
- H. Drivers have a legal responsibility to perform a pre-trip inspection of their vehicles. The mechanic, while on duty and available, will assist drivers with their pre-trip inspection.
- I. Substitute School Bus Driver Personnel Assignments -As with respect to the contract, substitute school bus driver personnel should be called out only when a regular driver is absent or unavailable to drive, and on those occasions when the Supervisor of Transportation has obtained a verbal commitment from the regular drivers to assign field trips to substitute drivers due to extenuating circumstances.
- J. Drivers will be paid, per current practice, fifteen (15) minutes for pre-trip inspections and maintenance prior to the first a.m. run and prior to field trips on regular school days. On weekend runs (Saturday and Sunday) and runs at or after 4:30 p.m. on regular school days, drivers will be paid twenty (20) minutes for pre-trip inspection and maintenance.
- K. Buses and vans shall be cleaned by the bus driver by the end of each school day. Each bus driver shall be required to clean his/her bus and/or van unless agreed to otherwise by the employee and the Supervisor of Transportation prior to the annual vehicle inspection at a time scheduled by the Supervisor of Transportation. Each driver shall be paid his/her hourly rate for such time worked as assigned by the Supervisor of Transportation.
- L. Drivers and bus monitors shall be paid at their regular rate of pay for required attendance at safety and in-service meetings. Any registration fee for a required in-service shall be paid by the Board, provided that payment must be approved in advance of attendance by the Superintendent. The district shall provide in service training in compliance with state law.
- M. If a field trip or extracurricular trip is canceled thereby causing the scheduled driver to lose his/her regular scheduled run, then such driver shall be paid for his/her regular scheduled run time at his/her regular hourly rate of pay and shall be offered the next trip on the appropriate list. If a field trip or extracurricular trip is canceled on a weekend or holiday with less than twelve (12) hours notice, the driver shall be offered two (2) hours of work for that specific day on which the trip was canceled and will be offered the next trip on the appropriate list.
- N. Bus monitors shall be guaranteed the same A.M. and P.M. hours each work day and the same number of days of work each year as the drivers they work with.
- O. Teachers and/or coaches on occasions may transport students in Board-owned vehicles but shall not utilize this provision to transport more than eight (8) students from one student group.

- P. All Drug/Alcohol testing of drivers shall be conducted in compliance with the Drug and Alcohol Testing Policy for Safety Sensitive Employees accepted by the BCE and adopted by the Board on February 16, 1999. All other employees shall be subject to the reasonable cause drug testing article set forth in Article 30 of this Agreement. "Employees shall be paid for all time, including travel time both ways, for drug/alcohol testing. The employee shall be reimbursed for mileage at the maximum IRS allowance".

9. Custodian/Maintenance

A. Positions

- 1.) Custodian/Maintenance - High School
- 2.) Custodian/Maintenance - Elementary School
- 3.) Night Custodian/Maintenance Custodian employee hired prior to July 1, 2001 will retain job titles.
- 4.) Grounds Keeper/Maintenance

- B. Employees will be scheduled eight (8) hours per day, excluding a 1/2 hour unpaid lunch, 261 days year. Unpaid lunch shall be taken on premises during the school year. This article shall not restrict the extension of the regular day or work week on an overtime basis when such is necessary to carry on the business of the school district.

C. Hours and Days of Work - The following shall constitute the custodian/maintenance work schedule:

- 1.) The first shift will commence no earlier than 6:30 a.m. and conclude no later than 4:00 p.m. Custodian/maintenance personnel working first shift may take his/her unpaid 1/2 hour lunch away from the building but must be available to be contacted through use of a pager, cell phone or some other communication device agreed to by the Superintendent or his/her designee.
- 2.) The second shift will commence no earlier than 2:30 p. m. and conclude no later than 11:30 p.m. Custodian/maintenance personnel working second shift may take his/her unpaid 1/2 hour lunch away from the building unless there is a scheduled activity at his/her building on that particular day. When the custodian/maintenance personnel are away from the building they must be available to be contacted through the use of a pager, cell phone or some other communication device agreed to by the Superintendent or his/her designee.
- 3.) The third shift will commence no earlier than 10:30 p.m. and conclude no later than 8:00 a.m.

- 4.) If a staff member is involved with utilization of facilities at a building, the Board may have custodian/maintenance employee present. If outside groups are utilizing Board facilities or repairs/maintenance are being performed inside the building, a custodian/maintenance employee will be present during the activity. The Board shall have a custodian maintenance employee on the premises any time there is a student contest or event where there will be spectators or students from other school districts.
  - 5.) Custodian/Maintenance personnel shall be assigned by the, Superintendent or his/her designee as needed throughout the district although each shall have primary assignments and responsibilities to a specific building(s).
  - D. Call In or Call Back Time – Employees who are called in to work outside their regularly scheduled hours shall receive not less than two hours pay at their appropriate hourly rate.
  - E. Multiple Buildings – A differential of 5 percent (.05) on the custodian/maintenance salary shall be paid to any custodian/maintenance employee with a multiple building assignment which involves primary responsibilities for both buildings.
  - F. The Board shall purchase tools necessary for each custodial/maintenance employee hired after July 1, 2001. These will be the district's property and the district is responsible for maintaining them.
  - G. When snow and ice maintenance is required, the Board shall make every attempt to call the grounds/maintenance crew at a reasonable time so that the plowing, shoveling, and salting will be done before the school day begins.
10. Health Aides
- A. Position
    - 1.) Health Aide
  - B. Health aides shall be assigned during the student day in a manner that addresses the student needs at each building as determined by the Superintendent. Health aides shall work a minimum of six (6) paid hours per day. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board.
  - C. Health Aides may be required to provide assistance to and substitute for other personnel during breaks and lunch periods and peak load times as needed.
  - D. The district shall provide in-service training in compliance with state law.

11. Athletic Aides

A. Positions

1.) Athletic Aide

B. Athletic aides shall be assigned during the student day in a manner that addresses the student needs at each building as determined by the Superintendent. Employees shall be scheduled to work 179 student school days. Additional days may be assigned at the discretion of the Board Athletic Aides who were employed prior to July 1, 2001, shall work seven and one half (7 ½) hours per day including a ½ hour unpaid lunch.

C. The right to any vacation for this position shall expire upon leave of the incumbent at the time of this Agreement.

12. Treasurer's Office Personnel

A. Positions

1.) Accounting Office Clerk I

2.) Accounting Office Clerk II

3.) Clerk/Typist – Part-Time

B. Basic Workday and Work Year

1.) All Brooklyn City School District employees who were employed prior to July 1, 2001 and who are hired as Treasurer's office personnel.

a. When school is in session, eight (8) hours including a forty-five (45) minute unpaid lunch period.

b. When school is not in session, the work day shall be seven (7) hours, including a thirty-minute unpaid lunch period.

c. The work day for each position shall be established by his/her immediate supervisor except the normal work day shall not begin earlier than 7:00 a.m. nor end later than 4:00 p.m.

2.) New employees to the district on or after July 1, 2001 and who are employed as Treasurer's Office personnel shall work not more than 8 hours per day excluding a 30 minute unpaid lunch period, and shall work between 179 and 261 days per year as established by the Treasurer or his designee. The work day for each employee shall be established by his/her immediate supervisor.

- C. Staggered Time -The immediate supervisor may, with the approval of the Superintendent, stagger the starting time, ending time, and lunch break for those employees under his/her supervision.
- D. Hours for all other office personnel shall be established on an individual basis in accordance with the needs of the District.

## ARTICLE 26 – UNIFORMS

All custodians, cleaners, and cafeteria employees shall be provided three (3) uniforms per employee. All cafeteria personnel shall be supplied with smocks and aprons. The Board shall provide all custodians, bus drivers, playground monitors, and bus monitors with work jackets. The Board shall provide replacement on an as needed basis. On even school years the custodians may substitute boots in place of a work jackets at a similar cost to the Board.

## ARTICLE 27 – SALARY SCHEDULE

1. For all Brooklyn City School District employees hired by the District prior to July 1, 2001:
  - A. Each employee will be advanced one step on the salary schedule identified as appendix A on August 1 of each year as an incremental adjustment for each year of experience. An employee must work a minimum of one hundred and twenty (120) days between August 1 and July 31 of each year in order to advance one step on the salary schedule-Employee steps would continue at a 1% step increase each year even though the salary/hourly schedules end at step 35.
  - B. Effective August 1, 2013, the salary schedule identified as Appendix A shall reflect an increase in each column at each step of 1 ½%.
  - C. Effective August 1, 2014 and 2015, the salary schedule identified as Appendix A shall be determined as a reopener to the contract for salary negotiations only.
2. For all Brooklyn City School District employees hired by the District on or after July 1, 2001:
  - A. Each employee will be advanced on the salary schedule identified as Appendix B on August 1 of each year as an incremental adjustment for each year of experience. An employee must work a minimum of one hundred and twenty (120) days between August 1 and July 31 of each year in order to advance one year on the salary schedule.
  - B. Effective August 1, 2013, the salary schedule identified as Appendix B shall reflect an increase in each column at each step of 1 ½%.
  - C. Effective August 1, 2014 and 2015, the salary schedule identified as Appendix B shall be determined as a reopener to the contract for salary negotiations only.

## ARTICLE 28 – HEALTH INSURANCE

1. The Board shall provide Medical Insurance (hospitalization program, medical, vision, and dental) for salaried and hourly paid employees regularly scheduled to work as follows:
  - A. At least 1,900 hours per year AND employed in the District before July 1, 2004. The Board shall pay ninety-five (95%) of the premium for Medical Insurance benefits and the enrolled employee shall pay five percent (5%) of the premium.
  - B. At least 1,900 hours per year AND employed in the District after June 30, 2004. The Board shall pay eighty-five (85%) of the premium for Medical Insurance benefits and the enrolled employee shall pay fifteen percent (15%) of the premium.
  - C. Between 1,450 and 1,899 hours per year AND employed in the District before July 1, 2004 The Board shall pay ninety-five (95%) of the premium for Medical Insurance benefits and the enrolled employee shall pay five percent (5%) of the premium.
  - D. Between 1,450 and 1,899 hours per year AND employed in the District after June 30, 2004. The employee shall have the right to a single plan health insurance coverage in which the Board shall pay eighty-five (85%) of the premium for Medical Insurance benefits and the enrolled employee shall pay fifteen percent (15%) of the premium.
  - E. Less than 1,450 hours per year AND employed in the District before July 1, 2004. The employee shall have the right to a single plan health insurance coverage, by paying the pro rata share of the premium cost through payroll deduction. The pro rata share is calculated by taking the number of regularly scheduled hours such an employee works per year and dividing those total hours by 1,450 hours. The result of this calculation is then multiplied time the cost of their health plan to arrive at the pro rata share. The Board will then pay ninety-five percent (95%) of this cost factor and the employee will pay the remainder.
  - F. Between 1146 and 1449 hours per year AND employed after July 1, 2004. The employee shall have the right to elect a single plan health insurance coverage, by paying the pro rata share of the premium cost through payroll deduction. The pro rata share is calculated by taking the number of regularly scheduled hours such an employee works per year and dividing those total hours by 1,450 hours. The result of this calculation is then multiplied time the cost of their health plan to arrive at the pro rata share. The Board will then pay eighty-five percent (85%) of this cost factor and the employee will pay the remainder. Employees working at least 1146 hours will have the ability to elect family healthcare coverage through the Board of Education at the employees' own expense.

G. In the circumstance of an employee, or employee spouse, losing healthcare due to involuntary termination of benefits, the employee will be eligible for a family healthcare plan through the Brooklyn City Board of Education based on A through F. Additional, employees who are not covered by the terms outlined in A through F, and have involuntarily lost their health insurance coverage, will be eligible for a family healthcare plan through The Brooklyn Board of Education by paying the pro rata share of the premium cost through payroll deduction. The pro rata share is calculated by taking the number of regularly scheduled hours such an employee works per year and dividing those total hours by 1,450 hours. The result of this calculation is then multiplied times the cost of their health plan to arrive at the pro rata share. The Board will then pay eighty-five percent (85%) of this cost factor and the employee will pay the remainder. Any Employee who exercises this option agrees to resume healthcare from another provider when it becomes available. Employees who do not notify the Board of alternate health insurance will reimburse the Board of Education for the Board's cost of the insurance, back to the date that the alternate health insurance became available. Employees who take advantage of this option will not be eligible for the health incentive plan at this juncture.

2. Health Incentive Plan - The Board agrees to implement the following plan for eligible participants:

Eligible Participants -Bargaining unit members who are eligible for health insurance benefits, as outlined in 1(A)-(F) above and currently enrolled in the health insurance plan, provided by this agreement, as of February 1, 2009 OR bargaining unit members new to the district during the duration of this negotiated agreement; who choose to be insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance coverage status.

- A. Plan benefits - Each eligible plan participant will receive an incentive payment equal to seventy-five dollars (\$75) per month. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to SERS contributions, and federal, state, and local income tax.
- B. To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan and provide proof of health insurance coverage, other than the coverage provided in this agreement. You will be able to elect to exchange coverage for cash compensation on the later of your date of employment or the date you become eligible for medical benefits.
- C. Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year Plan Years begin each February 1st and end on January 31<sup>st</sup>

D. However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

You become divorced or legally separated from your legal spouse.

Your spouse, dependent, or beneficiary dies.

You become permanently disabled.

You marry.

The birth or legal adoption of a person who qualifies as your dependent.

Termination or commencement of your spouse's employment.

You switch from part-time to full-time, or vice-versa.

You or your spouse takes an unpaid leave of absence.

There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election in January, which becomes effective on February 1 of the following Plan Year.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan.

The Employer bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Employer and are self-administered by the Employer.

The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent must be consistent with the terms and conditions of any applicable collective bargaining agreement.

While it is anticipated that the Summary Plan Description adequately describes the material provisions of the Plan, it is the plan document which ultimately governs the Plan along with rules and regulations and other procedures developed by the Superintendent.

If any benefit provided under this Plan is denied, you or your beneficiaries may request a full review by writing to the Plan Administrator within 60 days of the denial. Be sure to state in your letter why you believe the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision will be returned to you in writing not later than 60 days after you request the review. However, if additional information is required, the review may take longer but in no circumstances will this decision be rendered later than 120 days after your request.

Nothing in this Plan or this Summary Plan description in any way creates an expressed or implied contract of employment.

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

As a participant in the Brooklyn City School District Health Insurance Incentive Plan, you are entitled to certain rights and protections.

Examine without charge at the Plan Administrator's office all plan documents, including collective bargaining agreements and copies of all plan documents.

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Copy of the plan will be available in each school office.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

3. The Medical Insurance (hospitalization program, medical, vision, and dental) plan\* shall be:
  - A. Medical Plan - the Medical Mutual of Ohio Super Med Classic or a similar Comprehensive Major Medical Plan. Network Deductible -\$100 Single (S)/\$200 Family (F). 80% Co-insurance. Out-of-Pocket Maximum \$400-(S)/\$800-(F). Non-Network Deductible-\$200- (S)/\$400 -(F). 64% Co-Insurance. Out-of-Pocket Maximum \$2,500 (S) /\$5,000 (F).
  - B. Medicare -payments for employees who are 65 or older and are enrolled in the Medicare Plan shall be paid by the Board on the same basis as set forth in this Article. The Board's payment shall not exceed actual premium costs.

- C. Prescription drug - coverage shall be \$15Generic/\$30Brand Copay (Retail). \$30Generic/\$60 Brand Copay (Mail Order). Employees can only receive the first filling of a prescription and two (2) refills at the retail level. Additional refills at the retail level will be charged \$30Generic/\$60 Brand Copay. Employees are encouraged to refill maintenance drugs through the mail order program providing a three month supply of medication with \$30.00 generic / \$60.00 brand name deductible.
- D. Vision - coverage shall be similar to that provided in preceding contract.
- E. Dental - coverage shall be calendar year maximum of \$1,000; Deductible - \$50(S)/\$150(F) Preventative service reimbursed 100% -no deductible; essential service reimbursed 80%; Complex services reimbursed 60%; orthodontic reimbursed 60% with a lifetime maximum of \$1,200. Coverage limit of dependent child to age 23.

\* The Board may change the carrier for the above insurance(s) provided that the coverage provided by such other carrier(s) is comparable to the coverage set forth above.

- 4. Life Insurance -The board shall provide a \$50,000 Term Life Insurance Policy (AD&D) for all salaried and hourly paid employees who are regularly scheduled to work.
- 5. Section 125 Plan -The Board shall offer a Section 125 Plan to bargaining unit members. Each benefit must have a minimum of ten (10) persons to be offered.
  - A. The Board has the sole authority to select and contract with a Third Party Administrator to manage and administer the Section 125 Plan.
  - B. Administrative charges will be shared by each employee who wishes to participate in The 125 Plan. Those employees who enroll in the Section 125 plan will be charged for administrative fees through payroll deduction.
  - C. A copy of the Plan Document shall be provided to the Union President upon request.
  - D. A participant shall no longer participate in the 125 Plan upon the occurrence of the termination of employment; the employee's death; or the termination of the Plan.
    - 1.) If a participant terminates employment with the employer for any reason other than death, his/her participation in the Plan shall be governed in accordance with the following:
      - a.) With regard to a dependent care assistance program, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related dependent care expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his dependent care assistance account as of his date of termination.

b.) With regard to a health care reimbursement plan, the participant's participation in the Plan shall continue for remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the health care reimbursement fund and shall be required to make contributions to the fund base on the elections made prior to the beginning of the Plan Year. However such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

2.) If a participant dies during the Plan Year, participation in the Plan shall cease.

However, such participant's beneficiaries, or a representative of the participant's estate, may submit claims for expenses or benefits for the remainder of the Plan Year on until the Plan benefit dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his/her dependents or a representative of the estate.

E. Benefits under the Plan shall be financed by salary redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised to allow, each participant to agree to reduce his/her pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such salary redirection shall be specified in a Salary Redirection Agreement and shall be applicable for a plan year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Plan benefit dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

## ARTICLE 29 – SERS PICK-UP

In accordance with S.E.R.S. Bulletin to Employees dated February, 1983 and identified as Volume 25, No. 1, the Board will establish a procedure for the automatic pick-up of the employee's portion of the Retirement System contribution through the salary reduction/reinstatement method. Effective as soon as possible, the Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.E.R.S., with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all employees. Severance pay, supplemental salaries and index and all other matters shall be based on the published salary schedule.

## ARTICLE 30 - DRUG TESTING POLICY

1. When there is reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing signed by the referring supervisor and provided to the appropriate personnel and the Union prior to testing.
2. An employee may be referred for such fitness for duty screening if at least two (2) supervisors have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees, may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules.
3. An employee shall be entitled to the presence of a Union representative before testing is administered. An employee who refuses to take a drug or alcohol test may be discharged immediately by the District.
4. As concerns urine samples for drug testing, subject employees will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatographmass spectrometry (GC/MS) test will be used. The District will insure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee.
5. The results of a drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the tests results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the District and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if current legal limitations have been met or exceeded.
6. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The District's Employee Assistance Program (EAP) can provide counseling and referral. All records of an

employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

7. The EAP does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.
8. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the District before returning to work.
9. An employee who fails a drug or alcohol test for the second time during his employment with the District may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure.
10. The District shall adopt random drug testing policies only for employees who are required to be randomly tested under law (e.g., Department of Transportation regulations regarding employees required to have a Commercial Drivers License).

## ARTICLE 31 -EVALUATION PROCEDURE

### 1. Purpose

The purpose of the procedure set forth in this Article is to provide a mechanism for the assessment of an employee's work performance and to help the employee achieve greater effectiveness in performance of his or her work assignment.

### 2. Procedures

- A. Evaluator: A written evaluation of an employee shall be conducted by the employee's immediate supervisor and/or by another supervisor so designated by the Superintendent. In the event an employee performs work under the supervision of more than one supervisor, such employee may be evaluated by each supervisor.
- B. Schedule for Evaluation: All employees shall be evaluated at least once annually unless otherwise required by this Agreement. The employee must be given at least four (4) weeks following the evaluation citing deficiencies before he/she is reevaluated regarding the prior stated deficiencies. All full-time and regularly employed short hour employees shall be evaluated prior to the end of the school year.
- C. Criteria for Evaluation: An employee shall be evaluated based upon the employee's job description and criteria set forth in the Job Description/Evaluation Form. Evaluations shall not be changed once they are signed by employee.

**ARTICLE 32 - BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION**

Each employee shall be subject to background checks as required by state and federal laws and regulations at the employee's own expense.

### **ARTICLE 33 - SMOKING PROHIBITION**

The Board and Union hereby agree to abide by state and federal law which prohibits smoking on school grounds and Board-owned/operated vehicles, at school-related events, and in designated areas.

## ARTICLE 34 – RESIGNATIONS, LEAVES, AND SEPARATION

1. In the event of discharge or termination of employment, an employee shall receive payment for all wages and the established proportion of vacation leave due within thirty (30) days of date of separation.
2. Calculations of and payment for wages and vacation leave shall be in accordance with the applicable sections of this Agreement.
3. Letters of Resignation - Employees desiring to resign their positions shall be expected to give at least fifteen (15) calendar days notice. Letters requesting resignation shall be addressed to the Superintendent of Schools.
4. The absence of any employee from his/her position for fifteen (15) calendar days without communication with the Superintendent or his/her designee shall constitute a resignation from employment unless the employee subsequently proves that it was not possible for him/her to have communicated with the Superintendent or his/her designee either personally or through someone acting on his/her behalf.

## ARTICLE 36- NEGOTIATIONS PROCEDURE

### 1. Request for Negotiations

The time period for requesting the opening of any negotiations for any modification of this Agreement shall be from the 1st of January of the last contract year to ninety (90) calendar days prior to the expiration of this Agreement. Either party may serve notice on the other that it wishes to commence negotiations for a successor Agreement. The initial meeting between the parties shall be mutually established by the parties and held within 60 days of the date of the request. A copy of the notice shall be sent to the State Employment Relations Board. All issues for negotiations by the Union and the Board shall be submitted in writing and exchanged at the first meeting. Thereafter neither party shall submit additional items for negotiations except with consent of the other party.

Upon written request of the Board or the Union, following any fundamental change by the Ohio General Assembly, changes in federal law, or changes in rules and regulations of the State Department of Education affecting the amounts of funds available to the system, a mutually acceptable meeting date will be set not more than fifteen (15) calendar days following such request for the purpose of discussing the effects of such change on the financial status of the District.

The parties may mutually agree to utilize an optional form of bargaining (i.e. Interest Based Bargaining, etc.)

### 2. Negotiations Meetings

The Board and the Union agree to abide by Section 4117.08(A) of the Ohio Revised Code.

Negotiations meetings shall be scheduled by mutual agreement of the parties. Prior to the conclusion of each negotiation meeting, the parties shall mutually establish the date, time, and place of the next meeting.

Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as is practicable, conflict and Interference with school and employment schedules.

Negotiations meetings shall be closed to the press and the public.

### 3. Representation

All negotiations shall be conducted exclusively between the designated negotiating teams. The Board's negotiating team and the Union's negotiating team will each be limited to a maximum of nine (9) members unless the parties agree otherwise. Each party may have up to three (3) observers present at each meeting. The three (3) Union observers may be present during regular school hours if they are on their unscheduled work time. Neither party shall have control over the selection of the other party's team members. While no final Agreement

shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

4. Agreement

As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final tentative agreement between the representatives until all items have been so initialed.

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the Union for approval. Upon approval by the bargaining unit represented by the Union, the final tentative agreement shall be submitted to the Board for approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be binding on both parties as of the commencement date of the agreement.

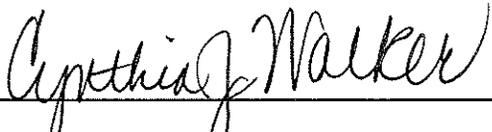
5. Distribution of Contract

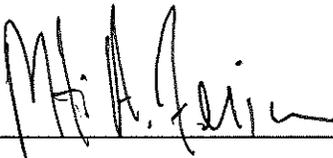
Within a reasonable time period after the execution of this contract, the Board of Education shall print and distribute a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Board without charge at the time of employment.

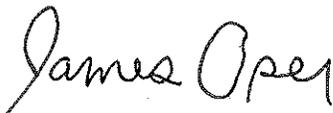
**ARTICLE 37 – DURATION**

1. This Agreement shall become effective on August 1, 2013, and shall be and continue in full force and effect until July 31, 2016.

**BROOKLYN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

  
\_\_\_\_\_  
Cynthia Walker, Superintendent

  
\_\_\_\_\_  
Marti Ferian, Treasurer/CFO

  
\_\_\_\_\_  
James Oper, Brooklyn School Board President

**TEAMSTERS LOCAL 436**

  
\_\_\_\_\_  
Gary M. Tiboni, President

  
\_\_\_\_\_  
John M. Fortesque,  
Secretary Treasurer

**Authorizing Resolution Number:**

## **APPENDIX A**

### **Sick Leave Bank (SLB)**

#### **Provisions of Eligibility**

Members may contribute up to five (5) days per year based on the Employees approved hours worked per day to the Sick Leave Bank (SLB), under the following conditions:

#### **Operational Procedures**

1. At the start of each school year, members will receive an intent form (Appendix 1) from the Executive Committee for the purpose of both participating in and donating to the SLB. The member shall complete the form and return it to the Treasurer by October 1<sup>st</sup> of each year. By completing the form the member is authorizing the Treasurer to reduce the member's accumulated unused sick leave total by the amount designated on the form.

Each member may, on a voluntary basis, may contribute up to five (5) days equivalent to their board approved hours per year to a Sick Leave Bank. Each member wishing to do so shall notify the Treasurer by October 1 of any given year of his/her intent to make a contribution, and will authorize the Treasurer to reduce his/her accumulated unused sick leave by that amount.

2. Within fourteen (14) work days after the October 1<sup>st</sup> deadline, the Treasurer will notify the Union President of the number of days available in the Sick Leave Bank (With the exception of 2012/2013 school year for the one time catch-up period to be on June 1<sup>st</sup>, 2013).
3. Loans will be limited to participating members for the use of the member's own personal illness, injury, or non-elective surgery occurring under usual, severe or emergency conditions as per application for use guidelines. At the discretion of the SLB Board, donations may be provided in the event of illness or injury of the member's spouse, child, parent or such relationship by marriage or any member living in their household.
4. Applications for loans must be made on the employee SLB application form (Appendix 2). A physician's statement is required with each application to be turned in to the Board.

5. The loan will be considered only after the applicant has used all of his/her accumulated sick leave days; furthermore, has used all possible advances of sick leave/personal days and is not eligible for disability leave under the SERS Retirement System or receiving Worker's Compensation.
6. The Treasurer shall then deduct the hours from the member's total accumulation and credit those hours to the Sick Leave Bank. By November 1, the Treasurer shall then notify the SLB of the number of hours available in the Sick Leave Bank.
7. The SLB shall notify the Treasurer when hours are to be credited to members in need of sick leave. This notice will identify to whom the hours are to be credited and the number of hours to be so credited.
8. Total sick leave bank accumulation will be "capped" at 2400 hours; thereafter, no additional donations will be accepted until the overall bank accumulation falls below 1600 hours.

#### **Sick Leave Bank Board**

1. SLB is to be regulated by a Board consisting of two (2) bargaining unit employees who are members of the SLB. The Board members will be elected in November from year to year, starting the school year of 2013-2014.

#### **Policy Procedures**

1. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:

*"I specifically acknowledge and agree that the granting of hours from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless Teamsters Local Union No. 436, the Brooklyn City School District Board of Education, the SLB Board and any and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."*

2. Application for the SLB days must be presented to the Board.
3. The SLB Board shall meet and render a decision within ten (10) days of receipt of such request.
4. Unused requested days shall return to the SLB.
5. Extension of any additional hours worked per day may be applied for in the same manner as the original application.
6. All decisions of the SLB Board shall be final and binding and are not subject to the grievance procedure/arbitration provisions of the collective bargaining agreement.
7. If the SLB is dissolved for any reason, the remaining hours shall be divided equally among the current participants.

**Forms (attached)**

Appendix 1 – SLB Application Form

Appendix 2 – SLB Authorization Form

**APPENDIX 1**

**Sick Leave Bank Authorization**

Date: \_\_\_\_\_

I, \_\_\_\_\_, authorize the Sick Leave Bank to withdraw \_\_\_\_\_ hours of my sick leave and credit it to the Sick Leave Bank in my name. I understand that hours donated shall not return to me except upon the discontinuation of the Sick Leave Bank.

Furthermore:

In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for the benefits in the Bank, as a condition of such application, agree in writing substantially as follows:

*I specifically acknowledge and agree that the granting of hours from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decisions and to indemnify and hold harmless Teamsters Local Union No. 436, the Brooklyn City School District Board of Education, the SLB Board and any and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.*

\_\_\_\_\_  
Member

Submit two (2) copies of this authorization form to the Sick Leave Bank Committee Chairperson.

APPENDIX 2

APPLICATION FOR USE

Name \_\_\_\_\_

Date \_\_\_\_\_

Home Address \_\_\_\_\_

Phone \_\_\_\_\_

1. Date of last sick day available: \_\_\_\_\_

2. Date projected to return: \_\_\_\_\_

3. SLB days requested: \_\_\_\_\_

4. Number of Hours worked per day/per contract:  
\_\_\_\_\_

A medical statement to Management from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis.

5. I specifically acknowledge and agree that the granting of hours from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless Teamsters Local Union No. 436, the Brooklyn City School District Board of Education, the SLB Board and any and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

\_\_\_\_\_  
Participant/Applicant

For office use: \_\_\_\_\_ hours have been approved

\_\_\_\_\_ disapproved for reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature SLB Member