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NEGOTIATED AGREEMENT

BETWEEN THE

**BELLEFONTAINE CITY
BOARD OF EDUCATION**

AND THE

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME
LOCAL 4/AFL-CIO**

AND ITS

LOCAL #030

August 1, 2013 through July 31, 2016

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BELLEFONTAINE CITY
BOARD OF EDUCATION

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Ratified by the Ohio Association of Public School Employees,
Local #030 and approved by the Bellefontaine City Schools Board
of Education, July 22, 2013.

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ARTICLE 1

AGREEMENT

- 1.1 This Agreement is entered into between the Bellefontaine City School District, Board of Education, hereinafter referred to as the "Board", and the Bellefontaine City School Employee's Association, comprised of Local #030 of the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO, hereinafter referred to as the "Union".
- 1.2 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 1.3 The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by laws from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 1.4 If any provision of the Agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed to conform with the law through the negotiation process.

ARTICLE 2
RECOGNITION

2.1 Recognition

- a. The Board recognizes the Union as the sole and exclusive bargaining representative for all employees in the following classifications:

Head Custodian
Custodian

Bus Driver
Bus Mechanic

Maintenance Grounds

Head Cook
Food Service Worker

Media Aide
Teacher Aide/Paraprofessional

Attendance Officer

- b. Excluded from the bargaining unit are: all casual and seasonal employees; all substitute employees; all managerial and supervisory employees; and all other employees not specifically included above.
- c. For the purpose of this Agreement, the bargaining unit is defined as meaning a combined single unit composed of all employees in the classifications listed above as being specifically included.
- d. The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.

2.2 Coverage

The Union has bargaining rights for all employees in the bargaining unit on the following subjects:

- a. Wages, hours, fringe benefits
- b. Terms and conditions of employment
- c. Grievance procedures

ARTICLE 3

NEGOTIATIONS

3.1 Right of Individuals

As citizens of the school district, employees shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy. The right is limited, by Article 5 of this Agreement, to exclude the presentation of grievances, except in accordance with negotiated procedures, and by Articles 3 and 5 of this Agreement to exclude negotiations. All members of the Union's Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

3.2 Negotiating Teams

- a. The Union may be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members, including the Local President and the State Field Representative. The Board may be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members. Neither party, in any negotiations, shall have any control over the selection of the negotiation or bargaining representatives of the other party.
- b. While no final Agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, make agreements, and to reach impasse in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

3.3 Negotiation Meetings

- a. Upon written request for a negotiation meeting, either party will have ten (10) days to reply to the request. Within ten (10) days after receipt of the reply, both parties will hold a meeting at a mutually agreeable site, date, and time.
- b. All negotiation meetings will be held at a time when the Local Union members of the negotiation team are not officially on duty so far as their individual work schedule as employees of the Board is concerned. No compensation will be paid to Board employees during the time said employees are actually attending and participating in negotiation meetings.
- c. Once the meeting date, time, and place have been established by both parties, the following procedure will be followed:
 1. In the first meeting both parties will present their written proposals and give an explanation.
 2. Subsequent meetings will be held to negotiate the proposals, until agreement or non-agreement is reached.
- d. Each negotiation meeting will be held in executive session.
- e. All negotiations must be completed by a date mutually agreed upon.

3.4 Caucus

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period to caucus.

3.5 Exchange of Information

The Superintendent will make available to the Union, and the Union will make available to the Superintendent, upon reasonable request, all available public information pertinent to the issues under negotiation, such as financial condition of the District by the Superintendent or comparable wages and conditions by the Union.

3.6 Consultants

- a. In addition to the negotiation teams, each team shall be authorized to admit no more than two (2) consultants to negotiating meetings. Consultants may interchange with members of the team as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time.
- b. The intended use of such consultants shall be stated to the other party prior to all negotiation meetings.

3.7 Impasse

- a. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- b. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become transient pertaining to unresolved negotiation issues.
- c. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- d. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS).
- e. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- f. The mediator has no authority to recommend or to bind either party to any agreements.

3.8 Agreement

- a. When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and

submitted to the Union for ratification. Within thirty (30) days from the time the Agreement, ratified by the Union, is presented to the Board, the Board will take action upon the recommendation submitted.

- b. When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.
- c. All negotiated benefits shall be implemented by all parties concerned and shall become effective on the date that the Agreement is approved by the Board, or, if a different date or schedule is specified in the Agreement, then the benefits will become effective on the date(s) specified in the Agreement after the Agreement is approved by the Board.
- d. The Board reserves the right and accepts the responsibility to administer, through policy statements, rules and regulations. The Board recognizes the need to ensure that such policy statements, rules, or regulations are maintained in accordance with negotiated settlement of issues. When promulgation of new or modified policy statements, rules, or regulations is necessary as a result of negotiated settlements, such promulgation will be completed within thirty (30) days after the approval of the negotiated settlement by the Board, except where a different time period is mutually agreed upon.

3.9 Management/Labor Committee

In the interest of sound employee relationships, a joint committee of not exceeding eight (8), half of whom shall represent the Union and half of whom shall represent the Administration, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in the Agreement. Such meetings shall not exceed one (1) each thirty (30) days and shall be held on a date to be established by both parties. It shall be the expressed purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the discussion of common problems. An Administration Representative and Union Representative shall alternately chair the meetings. The first meeting shall be chaired by the Union Representative on an alternating basis. Each party shall submit to the other, at least five (5) days prior to the

meeting, an agenda of items which such party desires to discuss in the meeting. After ratification of this agreement, both parties will meet to establish a calendar for meeting dates.

- 3.10 In the interest of sound relationships, evaluation committees will be established to develop evaluation systems for all classified staff. Items to be discussed include: professionalism/attendance, job performance, timelines for evaluations, procedures and forms to be used.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Definitions

- a. "Grievance" is any alleged violation of the Negotiated Agreement between the Board of Education and the Ohio Association of Public School Employees, Local #030, Bellefontaine or any dispute with respect to its meaning or interpretations.
- b. The term "Grievant" or "Aggrieved" shall include individual members of the bargaining unit, represented by the recognized Union.
- c. "Party in Interest" shall mean the person, or persons, making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.
- d. "Days" shall mean actual working school days during the school year, and week days during summer vacation except holidays.

4.2 Rights of Grievant and the Union

- a. A grievant may have OAPSE representation at all steps of the grievance procedure, except at the informal step. A grievant may not have representation at a grievance meeting where that representative is an officer or employee of any school employee's organization not recognized as the exclusive

negotiations representative. The person against whom a grievance is filed may also have representation at all steps except the informal one.

- b. Both parties shall provide notification of the fact that a representative will attend the grievance meeting at least two (2) working days prior to the hearing of the grievance.
- c. The Union shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step, unless expressly requested to the contrary by the grievant. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
- d. Expenses of attendees other than Administrative representation will not be paid by the Board, nor will the attendees be excused from their regular duties in order to attend any of the grievance meetings. Staff members whose attendance is required by the arbitrator will be excused by the Superintendent.
- e. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union, or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.
- f. If a grievance appears to arise from the actions of any authority higher than the Principal of a school and affects a group or class of employees, or is a system-wide concern, it may be submitted at Step 2.
- g. The purpose of these procedures is to secure, at the lowest possible Administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

4.3 Time Limits

- a. The number of days indicated at each step is considered a

maximum. The time limits specified may, however, be extended by written mutual agreement of the parties in interest.

- b. If an employee does not file a grievance, in writing, within ten (10) days after the act or condition on which the grievance is based, then the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- d. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- e. All notices of hearings, dispositions of grievances, written grievances, and appeals may be mailed, and shall be deemed to be received three (3) days after postmarked. If hand delivered, the date received and initials of the official shall be recorded thereon.

4.4 Grievance Steps

Step 1 - Informal Procedure

If an employee believes there is a basis for a grievance, the grievant shall first discuss the problem with the immediate supervisor. The intent is to resolve the problem informally at the lowest possible level, provided the remedy is not inconsistent with the Master Agreement. Representation for either party at this level will not be permitted.

Step 2 - Formal Procedure with Supervisor

If the grievance is not resolved within five (5) days of such informal meeting, the grievant may appeal his grievance within ten (10) days of such informal meeting by submitting a completed Grievance Report Form.

Copies of this form showing the date of the occurrence, a statement of the nature of the grievance, the provisions of this Agreement allegedly violated, and the relief sought shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance

Report Form, the immediate supervisor shall meet with the grievant.

In an effort to resolve the grievance, the immediate supervisor shall indicate the disposition of the grievance within five (5) days after such meeting by completing Step 2 of the Grievance Report Form and sending copies to the appropriate parties.

No additional information may be considered at any later step of this grievance procedure if it has not been presented at this step. Both the grievant and the supervisor may be represented at this step.

Step 3 - Formal Procedure with Superintendent

If the grievant is not satisfied with the disposition of the grievance at Step 2, or, if no disposition has been made within the above time limits, the grievant may complete the Grievance Report Form, Step 3, and submit the grievance along with the disposition from Step 2 to the Superintendent or designee, within ten (10) days of the meeting at Step 2. Within five (5) days of receipt, the Superintendent or designee shall indicate, in writing, the disposition of the grievance by completing the portion of the Grievance Report Form and sending out the appropriate copies.

No additional information may be considered at this step if it has not been presented at Step 2. Both parties may be represented at this step.

Step 4 - Formal Procedure with Arbitrator

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been received within the period provided in Step 3, OAPSE may appeal the grievance to arbitration by completing the Grievance Report Form and filing same with the Superintendent within fifteen (15) days of the meeting at Step 3. If the Superintendent or designee and OAPSE cannot agree as to the arbitrator, he or she shall be selected from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall strictly limit the investigation, fact finding, and decisions to the application and interpretation of the provisions of the Agreement that are cited in the grievance. The arbitrator does not have the right to add or delete from the Articles of Agreement.

No additional information may be presented at this step if it has not been presented at Step 2. Both parties may be represented at this step.

The costs of arbitration shall be borne equally by both parties.

The decision of the arbitration shall be submitted to the Board and to the Union, and shall be considered binding in nature.

- 4.5 The Board retains and reserves unto itself all powers, rights, authorities, duties and responsibilities not limited by the specific and express terms of this Agreement.

ARTICLE 5

SENIORITY AND BID PROCEDURES

5.1 Waiver of Civil Service

This Agreement supersedes and replaces all applicable state and local laws, which it has authority to supersede and replace, including the provisions of ORC 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Bellefontaine. Where this Agreement is silent, the provisions of applicable law shall prevail.

Probation

All employees shall be hired for a ninety (90) working day probationary period upon initial employment.

Two-Year/Continuing Contracts:

All newly hired classified employees will receive a two-year contract. After successful completion of the two-year contract, the employee will receive a continuing contract, as provided under the Ohio Revised Code. One hundred twenty (120) days or more of employment during a school year shall be deemed a successful year of completion.

Continuing contract status shall not be granted for those employees classified as temporary or substitute.

All employees working as of 1/1 2010 will be grandfathered into a continuing contract.

All contract renewals will occur on August 1st of each year.

5.2 Seniority and Probation

- a. Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to certain consideration and preferences.
 1. System seniority is determined by the amount of continuous service an employee has with the Board of Education, beginning with the most recent date of employment.
 2. Classification seniority is determined by the amount of continuous service an employee has with the Board of Education in a particular classification computed from the latest date of appointment to the present classification.
- b. Seniority shall not accrue through a leave of absence, however, seniority accrued prior to a leave of absence shall be credited to an employee upon return to employment from a leave of absence.
- c. Substitute employees shall not accrue seniority.
- d. Employees who change classifications shall not accrue seniority during the first ninety (90) days of employment in such new classification, but shall continue to retain seniority in their former classification during this period. The probationary period shall be for ninety (90) days, during which period either the employee or the supervisor may request a transfer to the previous position without prejudice. Upon completion of ninety (90) days employment in the new classification, such employees shall acquire seniority in the new classification dating from the most recent entry into such classification shall be placed on a salary step in the new classification not lower than their current hourly rate of pay.

5.3 Vacancy Procedures

- a. When a vacancy occurs in the bargaining unit, in a classification, or a location assignment, or when a new position or classification is created, notice of this fact shall be posted in a conspicuous place for a period of five (5) working days. Any employee in the bargaining unit may request the vacant position, by signing the vacancy notification.
- b. In selecting a person to fill the vacancy, the Appointing Authority shall proceed as follows:
 1. Employees within the same classification as the vacancy shall be awarded the position by seniority as long as all qualifications are equal and circumstances allow, or employees in the closest comparable classification in the case of new position or classification, shall be given first consideration.
 2. If more than one employee within the same classification requests the position, the employee with the highest classification seniority shall be awarded the position, so long as all other qualifications are equal.
- c. If the vacancy develops during a period when schools are not in session, and/or other employees in the classification are not on duty, the Appointing Authority shall notify all employees in the classification of the vacancy using the one call system. Such notification shall specify the position, number of hours per day, days/months per year, rate of pay, and a copy of the job description shall be attached. Employees shall be given 5 work days to respond, after such time the vacancy will be filled according to vacancy procedures.
- d. The Appointing Authority shall be responsible for notifying the Union of vacancies and awards.

ARTICLE 6

LAYOFF AND RECALL

- 6.1 If it becomes necessary to reduce the number of employees in a job classification due to the abolishment of positions, or by reason of economy, lack of funds, or lack of work, such layoff shall proceed in the following order:
1. Employees serving provisionally who have not completed their probationary period after appointment.
 2. Employees serving provisionally who have satisfactorily completed their probationary period after appointment.
 3. Employees appointed by certification who have not completed their probationary period after appointment.
 4. Employees appointed by certification who have satisfactorily completed their probationary period after appointment.
Within each of the above primary categories, classification seniority shall prevail, with the least senior employee being laid off first. In addition, intermittent, then seasonal employees will be laid off before regular permanent employees.
 5. An affected employee(s) who has transferred from one classification to another classification may displace the least senior (job classification seniority employee from his or her previous classification) provided the least senior employee has less job classification seniority than the displaced employee. Only time served in the classification shall count for displacement.
- 6.2 Ten (10) days prior to the effective date of layoffs, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. Reason for layoff or reduction;
 2. The effective date of layoff;
 3. A statement advising the employee of his or her rights.

- 6.3 For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees shall be placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
- 6.4 Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the reinstatement list, in writing, before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
- 6.5 The Administration shall provide the current seniority list of all employees in the bargaining unit, at least annually, to the Union.
- 6.6 Laid off employees shall have the opportunity to apply for vacancies in any other classification. Due consideration shall be given to those applications based on qualifications.

ARTICLE 7

OTHER CONDITIONS OF EMPLOYMENT

7.1 Outside Contractor

Should the Board consider contracting with an "outside" organization, any service or work currently being performed by non-teaching employees, full consideration shall be given to the value of employee loyalty. In making its decision on these matters, the Board will recognize a responsibility to ensure to the maximum extent possible the continued employment of its staff.

7.2 Salary Notifications

All salary notifications shall include:

1. Annual Salary
2. Number of days to be worked
3. Number of hours per day

4. Number of holidays
5. Hourly rate

7.3 Employee Reference Manual

A reference manual will be prepared to include information, rules, regulations and job descriptions. The manuals shall be available for inspection at all job locations.

7.4 In-Service Training

In-Service training for all classifications will be held whenever possible, for the purpose of upgrading professional knowledge and skills.

7.5 Employee-Administration Advisory Committee

The Board recognizes the fact that its employees can be a major source of new ideas, suggestions, and other innovations for the purpose of improving the quality and quantity of service provided in the area of Educational Support systems.

A committee composed of at least three (3) bargaining unit employees at least two (2) of whom will be members of Local #030, OAPSE, and three (3) Administrators will be formed for the purpose of developing and recommending procedures in the following areas:

1. Improvement of efficiency
2. Reduction of costs
3. Increased quality of services
4. Optimum allocation of manpower

Among the more formal methods that could be considered by the committee are time studies, work sampling, and other relatively sophisticated "industrial engineering" techniques. The Board will take under consideration any recommendation, taking into account the cost of such a recommendation compared to its estimated saving yield.

7.6 Lunch Period

Any employee who is not given at least thirty (30) minutes undisturbed lunch period shall be paid their time straight through at their regular rate of pay. When a mutual agreement exists between a custodian and his or her supervisor, the agreement shall be allowed to

stand. Example: Day Custodian, 8 hours, 30 minutes.

7.7 Licensing

The Board, as owner, hereby directs that the operation of any stationary steam boiler or engine shall comply with applicable Ohio law and/or regulations. Boiler Operator licenses will be paid for by the Board, if a license is required at the assigned building. All boiler licenses will be posted.

The Board shall pay the difference between the cost of a CDL license and a driver's license for full time bus drivers.

The Board will pay an additional twenty five cents (\$0.25) per hour for an employee who is required to hold an herbicide license/certification for six (6) months of each year (April – September).

7.8 Job Descriptions

The Board will provide each employee in the bargaining unit with a current copy of his or her job description within five (5) working days from request. Furthermore, the Board/Designee agrees to meet and discuss modifications with the President of OAPSE before implementing changes to job descriptions, or any terms and conditions of employment, whenever it modifies existing job descriptions of bargaining unit positions. Modification to job descriptions shall be discussed with the bargaining unit to assure that the Classified Personnel are qualified and/or trained to carry out the said modifications. Any required training will be provided by the employer and during any required training the employee will be paid their regular hourly rate.

7.9 Union Meetings

Any employee working the second (2nd) shift may attend Union meetings once a month provided his or her work is completed and lost time made up at the end of their work shift.

7.10 Employee Discipline

All disciplinary procedures shall be carried out in private and in a businesslike manner.

Procedure

Before implementing a suspension without pay, working suspension, or discharge of a bargaining unit member, the Superintendent or designee shall hold a conference with the bargaining unit member to give him or her an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct or other cause.

At least twenty-four (24) hours, but no longer than forty-eight (48) hours before this formal pre-disciplinary conference is held, the Superintendent or designee shall give the bargaining unit member notice of the time, date, place and purpose of the conference. The bargaining unit member has the right to be accompanied at the conference by a Union representative. If the Superintendent or designee determines that the bargaining unit member's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he or she may suspend the bargaining unit member with or without pay for up to three (3) days pending the conference to determine final disciplinary action.

Discipline should be to instruct as well as to correct and will be progressive in nature, except when an alleged offense is serious enough to merit a higher form of discipline or discharge at the discretion of the Superintendent/designee.

- A. The first instance of misconduct by a bargaining unit member may, at the discretion of the Superintendent/designee, result in a verbal reprimand.
- B. A second instance of misconduct may, at the discretion of the Superintendent/designee, result in a written reprimand.
- C. A third instance of misconduct may, at the discretion of the Superintendent/designee result in a suspension without pay for up to three (3) days.
- D. Further misconduct thereafter may result in further unpaid suspension by the Superintendent or designee or discharge by the Board.

When imposing a suspension without pay by the Superintendent/

designee or a discharge by the Board, the Superintendent or designee shall provide written notice of the action and grounds therefore to the bargaining unit member and the Local President.

The non-probationary bargaining unit member may file a written grievance if he or she is given an unpaid suspension or is terminated. Such a written grievance must be filed in accordance with the time limits set forth in Article 4, grievance procedure.

7.11 Personnel Files

- a. The personnel files of members of the bargaining unit will be located in the Board Offices. Unit members shall have access to all materials contained in the files, except confidential pre-employment information, within one (1) day of the receipt of a written request to review the files of said member, upon presentation of a written authorization from the member, including the signature of said member.
- b. Written reprimands or complaints which are to be placed in the employee's personnel file shall be shown to the employee and the employee shall be asked to sign the document to acknowledge he or she has seen it. The employee's signature shall not mean that he or she agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file. If the employee disputes the contents of the written complaint or reprimand, he or she may write a rebuttal.
- c. Anonymous complaints, etc. will not be placed in the file.
- d. Upon request of the unit member, material may be removed from his or her file five (5) years from date of placement. Such removal shall be done upon consent of the Administrator/Supervisor responsible for placement of the material in the file or the Superintendent.

7.12 School Calendar

- a. A committee shall be established for the purpose of recommending a school calendar each year. The committee shall be composed of the building principals, one (1) teacher from each building, a representative from each Union, four (4)

support personnel and the Superintendent or designee.

- b. The committee shall present a school calendar to the Superintendent prior to April 1 of each year. The Union may also make recommendations regarding the calendar.
- c. The Superintendent shall recommend a calendar to the Board. Prior to making changes in the calendar after it has been adopted and where such changes affects unit members, the Union shall be provided an opportunity to provide input concerning suggestions and alternatives (e.g. where alterations are considered, due to "make-up days for calamity days, input and alternatives may be provided by the Union prior to scheduling such make-up days).

ARTICLE 8

OTHER BENEFITS PAID

8.1 Holidays

All regular employees are entitled to the following holidays for which they shall be paid their regular rate of pay, provided that the employees accrued earnings on his or her next preceding and next following scheduled work days before and after such holiday, or was properly excused from attendance from work.

- a. Twelve (12) month Employees
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. President's Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Thanksgiving Day
 - 8. Day following Thanksgiving Day
 - 9. Christmas Eve
 - 10. Christmas Day
 - 11. Day After Christmas
 - 12. New Year's Eve
 - 13. Day Before Thanksgiving
 - 14. Good Friday

b. All Other Employees

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Day following Thanksgiving Day
8. Christmas Day

When it is necessary to require some or all employees to work a regular or abbreviated schedule on a declared holiday, such employees shall be compensated at the rate of one and one-half (1-1/2) times their current rate of pay for time worked. Employees required to inspect buildings on these holidays will not be compensated at the premium rate, since such duty is a normal part of these employees' responsibilities and would not be construed as fulfilling a schedule.

The Board sets the exact date of each holiday in the school calendar and selects the date where any holiday might otherwise fall on a Saturday or a Sunday.

8.2 Vacation

Vacation time shall be paid at the current rate for the employee. Vacation time shall be approved by the Superintendent or designee. Each week of vacation time shall be equal to five regularly scheduled work days. One week vacation time may be carried over to the next year. Carry over time may not accumulate beyond one week.

- a. One (1) or more years service with the Board: Two (2) weeks.
- b. Five (5) or more years service with the Board: Three (3) weeks.
- c. Ten (10) or more years service with the Board: Four (4) weeks.
- d. Twenty (20) or more years service with the Board: five (5) weeks.

Upon separation from employment, an employee shall be entitled to compensation at his or her current rate of pay for all accrued and unused vacation time.

Vacation time accrues from employment anniversary date to employment anniversary date of the succeeding year. The employee is not entitled to the first week vacation, or subsequent vacations, until the anniversary date has been reached. Vacation time is accrued at the rate of one-twelfth (1/12) of the entitled time at the end of each month.

Employees entitled to three (3) or more weeks of vacation are asked to divide so as not to take more than two (2) weeks successively. Exceptions may be granted by the Superintendent/designee for special situations.

Due to the special need to clean the buildings during the summer months, the custodians are asked to limit their summer vacations to two (2) weeks. Exceptions may be granted by the Superintendent/designee for special situations.

8.3 Severance Pay

a. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria for eligibility for severance pay are:

1. The individual retires from the school system.
2. Retirement means disability or service retirement under any state or municipal retirement system in the state.
3. The individual must be eligible for disability or service retirement.
4. The individual must have no less than 10 years of service with this school district, the state, or its political subdivisions.
5. The individual must sign for the severance check certifying all eligibility criteria have been met.

b. Benefit Calculation

1. Severance pay shall be calculated by multiplying the bargaining unit member's accrued but unused sick leave by one-fourth (1/4) and multiplying the product times the per diem rate of pay appropriate for that individual's placement on the salary schedule at the time of retirement.
 - a. Severance payment to bargaining unit members employed by the district at the time of retirement will be up to a maximum of thirty-five (35) days provided the employee has one hundred forty (140) accumulated days of sick leave.
 - b. Employees who have fifteen (15) through twenty-five (25) years of service in the district may receive a maximum of fifty (50) days providing they have two hundred (200) days accumulated sick leave. Members with more than twenty (20) years of service in the district will be eligible for one (1) additional day of severance pay for each two (2) years of service through the twenty fifth (25th) year.
 - c. Employees with twenty six (26) or more years of service in the district may receive a maximum of sixty (60) days, providing they have two hundred forty (240) days accumulated sick leave.
- c. Employees who are retiring in the year that they attain the age of fifty-five (55) or older will have their severance checks deposited in a tax deferred Accumulated Leave Plan. This plan will allow money to be deposited pre-tax. This plan will be at no mandatory cost to the employee or Board. In the event that the tax code changes to the detriment of this plan, this item will be nullified and a severance check will be issued to the employee.

Employees under the age of fifty-five (55) in the year of retirement, who are retiring may discuss other options with the Treasurer.

8.4 Sick Leave

- a. All employees shall be entitled to sick leave benefits computed at the rate of one and one-fourth (1-1/4) days of credit for each month of completed service, or fifteen (15) days each year,

cumulative to two hundred seventy (270) days. For part-time employees, the computation shall be proportioned to their regular working hours. Sick leave may not be taken in increments of less than one-half (½) day.

- b. Sick leave shall be granted for personal illness or illness in the family. Illness in the family shall be construed to apply only to the immediate family (spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, foster parents, step-parents, grandparents, grandchild, son-in-law, daughter-in-law or adult living in the same household who shares the responsibility of joint dwelling) and shall be an illness of severe nature such as one that would require hospitalization of the family member or one that would involve special attention for that member.
- c. Beginning employees will be allowed a credit of five (5) days at the opening of the school year, or at the beginning of their employment. The five (5) days must be earned and at the end of four (4) months, if none of the days have been used, the amount accumulated remains at five (5) days. Up to ten (10) days of sick leave may be advanced to an experienced member who has exhausted sick leave during the current year.

Under any circumstances, members cannot borrow additional days in sequential years until all days owed have been made up.

- d. Sick Leave for Bereavement Employees shall be allowed the use of sick leave for up to five (5) days for the death of members of the immediate family, as defined above. One (1) day will be allowed for other blood relatives, close friends or other non-relatives. Employees shall have the option to take bereavement days as unpaid leave.
- e. Sick leave benefits are paid at the employee's current wage rate, for the time missed and taken as sick leave, at an amount not to exceed the employee's regularly scheduled daily rate. Thus, a full-time employee taking one (1) day of sick leave will be paid for one (1) full day, at the employee's hourly rate, times the number of hours per day that employee is regularly scheduled to work.
- f. Should the school be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the

Superintendent, such employee will not be charged for a sick leave day.

- g. Sick leave may not be used for child care beyond the time approved by an attending physician.
- h. Sick Leave Bank

All employees of Bellefontaine City Schools are eligible to receive donations of personal days and vacation time from other Bellefontaine City School employees in order to provide extra sick leave days for employees who have catastrophic personal illness/injury or who have immediate family with a catastrophic illness/injury.

- i. In the case that an employee of Bellefontaine City Schools has exhausted all of their available sick leave, personal days and vacation time, it is permissible for other employees to donate unused personal days or vacation days to extend the sick leave of that individual.
- ii. These days will not count against the perfect attendance incentive for the donor. Each donor may only give one day per occurrence.
- iii. Sick leave may be extended up to forty (40) days for the individual's illness/injury and up to twenty (20) days for immediate family. Immediate family shall be limited to spouse, children, and parents. **In situations where the employee is the primary caregiver for another person, their case may be brought to the Sick Leave Extension Committee for a determination of eligibility.**
- iv. The Board of Education will pay out no more than twenty thousand dollars (\$20,000.00) per year for this benefit.
- v. Any employee or their representative who wishes to use this benefit must notify the president of their respective bargaining unit (secretaries and administrators will ask the superintendent).
- vi. The president of the bargaining unit will ask the superintendent to convene the Sick Leave Extension Committee. This committee shall consist of the President of the BEA or their representative, the President of OAPSE

- or their representative and two administrators appointed by the superintendent.
- vii. The individual requesting the days may be asked to appear before the committee (if practical) and the committee may ask for, and must be granted, documentation from a physician concerning the necessity of the leave.
 - viii. The committee must have a majority of affirmative votes (at least three) for the leave to be granted. The decision of the committee is final and is not subject to the grievance process.
 - viii. The confidentiality of the committee meeting will be absolute. No record of the voting results will be released other than to say that the leave was approved or disallowed.
 - ix. If the leave is approved the president of the member's bargaining unit will be responsible for collecting signatures from employees who are willing to donate unused personal days or vacation time. The first forty signers (twenty if the leave is for a family member) will be donors. **Signatures will be accepted in multiples of ten.** Any donated days that are not used will not be returned to the donors.
 - x. Employees using donated sick leave will not accumulate sick leave during that time.
 - xi. An employee who is receiving worker's compensation or who is eligible to retire (**meets minimum requirements for full retirement**) will not be eligible for this provision.
 - xii. If appropriate, an employee must apply for disability if they are not of retirement age. This determination will be made by the Sick Leave Extension Committee.
 - xiii. The individual using this provision must work for Bellefontaine City Schools for at least three years after using this provision, unless the employee retires or must leave due to circumstances beyond their control. In the case that the employee leaves to work for another school district or company, that individual will be required to pay back the donated time at their per diem rate at the time of the donation. One third of the accrued debt will be forgiven per year of employment for each of the three years.
 - xiv. No instances of pregnancy or childbirth will qualify for this provision. No instances of self-inflicted injury will qualify for this provision.

- xv. Acceptable reasons for using this provision would include catastrophic illness, catastrophic injury, mental illness requiring hospitalization, stroke or heart attack, non-elective doctor mandated surgery, and other reasons deemed appropriate by the committee.
- h. Abuse of Sick Leave
The abuse of sick leave may result in loss of pay for those days abused or may result in termination as defined in the O. R. C. 3319.141. Abuse of sick leave will be part of the discussion that takes place during the evaluation committee process.

8.5 Personal Leave

Personal Leave is for personal reasons which, due to time, distance, or other unique factors, cannot be accomplished outside of regular working hours. Each regular classified employee will be granted three (3) days personal leave provided the following conditions are met:

- a. One week's written notification be given the building principal (or the Superintendent/designee in the case of maintenance and bus drivers). The Superintendent may waive this requirement under unusual circumstances.
- b. The day requested is not the work day immediately preceding or following a school holiday, vacation or a personal vacation.
- c. No more than one (1) such day of personal leave may be taken on consecutive work days, unless reason is given and is approved by the Superintendent/designee.
- d. No more than one personal day can be taken in any month, unless reason is given and is approved by the Superintendent/designee.
- e. All other personal leave days will not need an explanation shall be granted.
- f. The superintendent/designee may waive the above requirements under unusual circumstances if reasons are given for the use of personal leave and a replacement, if necessary, is able to be obtained. This shall not be grounds for refusing a request unless

the number of employees, in the same classification, requesting a day of personal leave, exceeds the number of people who may reasonably be available for replacement.

- g. It meets with the approval of the building principal (Superintendent/designee), in the case of maintenance or bus drivers).
- i. No personal leave days may be taken during the last 15 workdays of school when classes are being held. The exception to this is for emergency situations which the Superintendent may approve.

8.6 Perfect Attendance Incentive

- a. An employee who uses no personal leave, sick leave, or a leave of absence during the school year, August 1st through July 31st, of each year of this Agreement will receive the equivalent of three (3) days wages.
 - 1. An employee who uses no more than one (1) day of personal leave or sick leave shall receive a lump sum payment equal to two (2) days wages.
 - 2. An employee who uses no more than two (2) days of personal leave or sick leave shall receive a lump sum payment to one (1) day of wages.
- b. Such payments shall not be subject to SERS (School Employees Retirement System) deductions or withholding taxes. They shall be construed as a fringe benefit payment.

8.7 Leave of Absence

- a. Upon a written notice, the Board may grant a leave of absence for a period of not more than one (1) year of education or professional or other purposes, and shall grant such leaves where illness or disability is the reason for the request.
- b. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he or she was on leave.

- c. The Board will continue to carry on payroll records the name of any employee who is on an approved leave of absence. The employee may elect to maintain his or her existing insurance coverage according to the insurance carrier's terms of eligibility and underwriting requirements. The employee must make the monthly payments in the amount of the total monthly premium by the first day of the month.
- d. The Board will continue to pay the appropriate amounts (per section 8.13) for the insurance benefits up to a maximum of three (3) months for an employee granted a leave of absence for illness or disability.

8.8 Assault Leave

Any service-connected case of physical assault on a member of the bargaining unit occurring on the school premises or during a school-sponsored function and not caused by another employee of the district shall be reported immediately to the principal or immediate supervisor who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of fifteen (15) days per member each school year.

Medical verifications shall be furnished to the Superintendent for all such absences requiring more than five (5) days' leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

If a member is required to be absent from work because of court appearance(s) resulting from an assault and he or she requires assault leave exceeding fifteen (15) days during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

8.9 Jury Duty

The Board shall pay regular full-time employees (full-time is for the purpose of this section, defined as a work schedule of as many scheduled hours per day as the maximum number of hours scheduled per day by an employee in the same classification) the difference between such an employee's regular compensation and the remuneration received by him or her for serving as a juror.

Employees must submit proof that their presence was required by the court, for a full court day, for each day missed. Employees who are scheduled for jury duty and who are excused from court at a time falling within their regular hours of work, are required to report to their supervisor upon release from the court. At that time, they may be assigned to duties within their classification by the supervisor.

8.10 Short Term Leave Without Pay

An employee may be granted up to five (5) days without pay per school year, with approval of the Board. Member benefits will continue for members who are approved for short term leave without pay. Leave without pay will not be approved before or after school holidays or in conjunction with personal days.

8.11 Military Leave

Military Leave will be granted in accordance with applicable law (ORC 3319.141).

8.12 Building Inspection Day

Maintenance personnel, Head Custodians and Building Custodians (Class II) who are required to inspect Board property on weekends, holidays, and any other days as directed, shall be compensated at the rate of one and one-half (1-1/2) hours and such time as is actually spent on Board premises for other assignments.

8.13 Insurance

- a. The Board will pay one hundred percent (100%) of the cost of a twenty thousand dollar (\$20,000.00) life insurance policy for all employees regularly scheduled to work twenty (20) or more hours per week. Members will be allowed to purchase additional term life insurance through payroll deductions from the same

insurance carrier.

- b. Full-time employees, as prescribed by the Affordable Health Care Act will be eligible to receive family coverage for a hospitalization and major medical policy which the Board will pay eighty percent (80%) of the premium. The employee electing family coverage will pay twenty percent (20%) of the premium. The Board will provide the same, similar or superior coverage benefits as those currently covered by the Bellefontaine City Schools health insurance and benefits program.
- c. Part-time employees who work 20 hours or more but less than full time will be eligible to receive individual coverage for hospitalization and major-medical policy which the Board will pay eighty percent (80%) of the premium. The employee electing individual coverage will pay twenty percent (20%) of the premium. The Board will provide the same, similar or superior benefits as those currently covered by the Bellefontaine City Schools health insurance and benefits program.
- d. The Board will pay eighty percent (80%) of the cost of a family dental insurance policy premium for all full time employees, and anyone currently enrolled at that level prior to January 1, 2005. The board will pay eighty percent (80%) of the cost of a single dental insurance policy premium for all part time employees.
- e. Employees working less than half-time (1 to 19 hours) will not be eligible for participation in the insurance program.
- f. Nothing herein shall restrict the Board's right to select the carrier to provide any insurance coverage. However, it is expressly agreed that the level of coverage specifically indicated in any provision of this article shall be maintained or exceeded.
- g. A unit member who is divorced will no longer be eligible for family insurance coverage, unless he or she has dependent children.
- h. Standing Committee

The parties agree to participate in collaborative committee work structured as follows to improve insurance options:

The committee shall consist of the appropriate number of employees appointed by the Associations and Administration appointed by the Superintendent.

The chairing of this committee shall be alternately shared by the Superintendent/designee and the Association's President/designee and the respective chairperson shall take charge of preparing and distributing the minutes of each meeting.

This committee shall submit their recommendations to the Associations and the Board for approval. Upon acceptance by both parties, such recommendations shall be included into the Agreement.

8.14 Compensatory Time Off

An employee could take compensatory time off, rather than overtime pay, with prior approval, or full agreement afterwards, of building principal or immediate supervisor.

8.15 OAPSE President Excused for Union Business

The OAPSE President may, with prior approval from building principal or immediate supervisor, request, under special circumstances, excused time, up to a maximum of two (2) hours in any given month to handle special Union problems.

8.16 OAPSE Delegate to Annual Meeting

Two (2) official delegates selected by the local OAPSE Local may requests and be provided with the maximum of three (3) paid days each to attend the OAPSE Annual Meeting.

ARTICLE 9

WAGES AND HOURS

9.1 Salary Payments

- a. Paychecks shall be in twenty-six (26) installments and paid every other Friday for day employees and on Thursdays for night shift employees. Except in those state fiscal years in which twenty-seven (27) pays would accrue, one three week interval between pays may be chosen at the discretion of the Board in a month which would normally have three paydays, provided the Union is given notice of such plans before January 1.
- b. The District shall direct deposit all employees payroll checks to accounts designated by each employee. Direct deposit shall continue during the employment of the employee.
- c. Employees on direct deposit shall maintain bank routing information with the Board Treasurer and shall receive check stubs from the Board Treasurer showing payroll information.
- d. Me Too
If members of the Bellefontaine Education Association (BEA) or Administration receive a greater salary increase during the 2013-14 school year, members of OAPSE Local #030 shall receive the same raise retroactive back to the date of ratification.

9.2 Wage Rate Schedule

- a. Effective August 1, 2013, one (1%) increase for 2013-14.
- b. Effective August 1, 2014, reopener for wages and insurance for 2014-15.
- c. Effective August 1, 2015, reopener for wages and insurance for 2015-16.

- d. Head School Custodians, Maintenance and all Head Cooks will be paid \$.30 per hour beyond the usual placement on the salary schedule for increased responsibility.
- e. All summer openings must be posted for nine (9) month employees for observation two weeks before the end of school. Interested employees shall notify the Superintendent/designee of their interest in the position. The jobs would include bus cleaners, seasonal grounds, summer custodial help, etc. First consideration for these openings will be given to current OAPSE bargaining unit members and then offered to other interested parties.
- f. All regular bus driver's routes shall be a minimum of five (5) hours per day for five (5) days per week.

Pre school drivers shall be a minimum of five hours per day for four (4) days per week. The bus driver will follow Discovery Center's school year calendar.

The JVS noon shuttle will be considered part of the route driven by the JVS driver. That driver will be paid for a minimum of six (6) hours a day for five (5) days a week. The bus driver will follow Ohio Hi Point's school year calendar.

- g. All building overtime/extra time shall first be offered to the staff in the affected building by classification and **by seniority**. For the custodial classification only, if no custodian in the building is interested in working the overtime/extra time, it shall be offered to the rest of the district custodians by seniority.
- h. Media Aides
Media aides shall be paid for their required attendance on the day before and day after school. Media aides will be paid \$.25 per hour beyond their usual placement on the salary schedule due to increased responsibilities.
- i. Food service:
Due to building changes in 2013-14, a committee will meet prior to the beginning of school and a month after school begins to address staffing needs/issues. This can be addressed in the reopener in the summer of 2014.

For the 13-14 school year, at least one 8 hour and one 7 hour employee will be maintained in each building. Language in this section (i) will be subject to a reopener in the summer of 2014. This paragraph (section i) shall automatically sunset and be deleted unless bargained otherwise.

- j. A step 30 shall be added to each classification's pay scale at .56 more than step 25.

9.3 Reimbursement for Use of Own Automobile

Classified employees who are required by supervision to use their own automobiles to carry out their jobs will be reimbursed at the rate of forty cents (\$0.40) per mile.

9.4 Sunday Bus Trips

District bus drivers who make special trips on Sunday will be paid one dollar (\$1.00) additional per hour.

9.5 Shift Differential

All regular second shift employees will be paid thirty cents (\$.30) additional per hour regardless of the hours worked. This condition is not intended to apply to regular days employees who work over their usual hours. For custodians on split shift duty, 50% of their pay will be paid on the shift differential.

9.6 Daily Bus Warm UP

Twenty-four (24) minutes will be added to the daily timed of each driver to warm-up and cool down (idle) the individual's bus.

9.7 Bus Driver Trainers

Bus driver trainers will be compensated at their daily rate.

- 9.8 Extra Trips An extra trip is defined as a transportation request for school sports/band functions, class field trips or outside contracted services.

All full-time bus drivers shall have the opportunity, at the beginning of

each school year or at the time of employment, to submit to the transportation supervisor, an indication of their interest and availability for extra trip assignments.

A list of bus driver's accumulate hours will be posted in the office under the stadium along with a list of those who were awarded the trips. Also on that list will be call-ins/ or turned in trips.

Once a driver accepts a field trip assignment and if she or he, due to unforeseen circumstances, cannot take the trip, the trip shall go back into rotation, unless it is within two (2) working days. No trading of trips between drivers is allowed.

All extra trips outside each driver's regularly scheduled working hours, will be offered to the regular drivers. If no regular driver accepts the extra trip, it may be offered to a substitute.

- A. Anyone who must or chooses to pass over a trip due to any regular job assignment must wait until their next regular turn in the rotation to be eligible for an extra trip.
- B. If a trip is cancelled, the driver who had that trip has lost their turn in the rotation. If a trip is cancelled and rescheduled, the driver who had the trip has right of first refusal. This shall not move the seniority rotation pin. Otherwise, the trip shall be assigned as defined in 9.8 D.
- C. All available trips will be given out on a seasonal basis (fall, winter, spring, summer) at a mass-bid meeting. Attendance is not mandatory at the meeting, but drivers must be in attendance to bid. No Proxy bidding is allowed.
 1. All scheduled trips will be made available at the beginning of each mass bid meeting. The first driver on the seniority list at the beginning of the meeting shall pick one trip of all available trips per rotation, and then the pin shall be moved through the list with all drivers selecting one trip per rotation from all available trips. The meeting shall continue until all available trips are given out. The next meeting shall begin with the next driver on the list after the last driver to choose a trip.
 2. A summary shall be posted at the end of each month of each extra trip that has been driven. The summary shall include the date, bus number, driver, beginning time and

ending time of the trip and the location of each trip driven.

- D. A trip that becomes available after the last regularly scheduled mass bid meeting and is scheduled to leave prior to the next meeting, and is not a last minute trip:
1. will be posted on a trip board/calendar as often as daily.
 2. will be given out on a one pin system. The pin will move down the seniority list. The pin shall not reset until the beginning of the following school year.
- E. On occasion, extra trips may become available at the "last minute" and may require a deviation from the agreed to method of distributing extra trips. In such cases, an attempt will be made to offer "last minute" trips to the drivers by pin seniority rotation; however, the employer is held harmless for any grievance if the trip is a last minute trip. A "last minute" trip is defined as a trip that comes with less than 48 hours notice.

If a field trip or sports event is canceled and the driver is not notified before he or she leaves home, he or she will be paid two (2) hours of trip pay for reporting to work.

No extra trips shall be paid less than one (1) hour.

For extracurricular trips that are not considered to be rentals, after the accumulated total hours of trip time for any driver reaches a level as shown in the following chart, the bus driving rate for that driver will increase as shown:

<u>ACCUMULATED HOURS</u>	<u>RATE OF PAY</u>
100	Field Trip Rate + \$ 2.00/hr.
200	Field Trip Rate + \$ 4.00/hr.
300	Field Trip Rate + \$ 5.00/hr.

The accumulated hours will begin with the first pay period of each school year (generally the 1st pay in September). For overnight trips, only driving time will be counted in the accumulated hours. For rentals, the field trip rate will remain in effect. Once the higher level of hours is reached, the rate will go in effect for the following pay period. For an emergency situation or special circumstances in which a regular

driver is assigned to the trip, the driver would maintain the regular wages for the amount of time of the regular route.

9.9 Bus Routes Determined by Seniority

Beginning 15 days before the school year, all regular routes shall be posted and bid by seniority and reassigned at that time. If any route opens during the school year, the route will be filled at that time by a new hire. This will continue until the end of the school year. Then the position will follow the procedure outlined above.

9.10 Calamity Days

- a. When the Superintendent closes schools due to an epidemic or other calamity, employees not required to work will earn their regular hourly wage for all hours lost due to the school closings. Days required to be made up by the state will be non-paid days for all hours lost due to the school closings. Days required to be made up by the state will be non-paid days for nine month employees. Once 5 calamity days are exhausted, 12 month employees will be required to report to work at their regular rate of pay unless told not to report by their supervisor. Use of vacation and personal days in this instance is acceptable.
- b. When an employee is required by an administrator to work when schools have been closed due to a calamity day, the employee shall be paid at the rate of pay and one-half (1-1/2) for all hours actually worked for the first five calamity days. The balance of the regular work hours will be at the employee's regular rate of pay. (I.e., employees works four (4) hours on calamity day = 4 hours x 1-1/2 = 6 hours + 4 hours (balance of regularly scheduled hours) total hours paid = 10 hours).
- c. The provisions contained herein shall not apply to any employee who is required to report to work by an administrator on a calamity and fails to do so.
- d. The provisions contained herein shall not preclude the use of any other leave provisions contained in this Negotiated Agreement. Nor shall these calamity day provisions allow for double payment whenever a calamity is declared concurrent to any other scheduled or unscheduled leave.

9.11 SERS Pick-up

- a. The Board agrees with the Union to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.
 1. The amount to be "picked-up" on behalf of each employee shall be equal to the employee's required contribution to the SERS. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
 2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up".
 4. Payment for all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divide by the number of hours worked).
- b. Each employee will be responsible for compliance with Internal Revenue Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- c. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as

necessary.

9.12 Overtime

Any employee required to work in excess of forty (40) hours in any one (1) week shall be paid for such overtime worked at least one and one-half (1-1/2) times the regular rate of pay. For overtime purposes, the week starts at 12:01 A. M. Monday and ends at 12:00 midnight the following Sunday. Hours for which an employee is compensated but does not actually work (e.g., sick leave, vacation, holidays, etc.) will be computed as "hours worked" for the purpose of determining eligibility for overtime rate of pay.

9.13 Temporary Assignments

- a. When an employee is temporarily assigned by his or her supervisor to work in a higher classification for more than two (2) consecutive days within the same classification, he or she will be paid at the rate specified in the higher salary schedule at the same step he or she is currently working in for the remainder of such assignment. Once the employee has been assigned for more than two (2) consecutive days, pay will be retroactive to the first day worked in that position.
- b. Employees temporarily assigned to a lower classification will be paid his or her regular hourly rate for the period of such assignment.

9.14 Family Medical Leave

- a. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the most recently enacted Family and Medical Leave Act. The parties to this Agreement agree that all benefits guaranteed by the act will be provided to members covered by this Agreement.
- b. A member must have one (1) year's service in the district to be eligible for benefits under this section of the Agreement.
- c. Leave Provisions
 1. Each eligible member is entitled to and shall be granted

upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the member's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible members may choose to substitute paid sick leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
4. Leave taken to care for a new child must be taken within one (1) year of birth or placement of the child. The member must give the Board thirty (30) days' notice of the birth or placement if possible, or as much notice as possible if less than thirty (30) days.
5. Leave under this section may be taken intermittently, when medically necessary. The member will attempt to schedule medical procedures so as not to interrupt work unnecessarily.

d. Protection of Employment and Insurance

1. The Board shall return the member taking a leave under this Article to the same position he or she occupied prior to the leave, as long as the position still exists.
2. The Board shall continue to pay the Board contribution to the current medical and dental insurance plans for the member while on leave under this section.
3. The taking of leave under this section shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

e. Medical Certification

1. The Board may require medical certification from a licensed physician as to the medical necessity for a leave

under this section. Such certification will include a statement by the physician that the member is unable to perform all the duties of his or her position, or that his or her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

f. Return from Leave

1. If a member takes a leave under this Article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the member to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve (12) weeks required by law have been used.

9.15 Responsibility Differential

A responsibility differential of \$1.50 additional per hour will be paid those teacher aide assignments with specific duties pertaining to medically fragile children, this will be determined at the beginning of each school year. Medically fragile shall be defined as any child who needs specialized medical attention. Examples include, but are not limited to, helping the student in the restroom, diapering, etc. In addition, those aides who are responsible for administering medical care, individually to a student, shall receive the responsibility differential. The determining authority shall be the District Head Nurse and shall not-be delegated.

Special Needs Aides shall attend the annual Nurse's In-service as arranged by the school nurse and submit a time sheet for all hours in attendance.

9.16 Waiver Days

Should an employee elect not to attend on a scheduled waiver day, the employee shall have the option of using a personal day, and sick day with an excuse, or take the day as unpaid leave. This provision does not apply to 12 month employees.

ARTICLE 10

PAYROLL DEDUCTIONS

10.1 Union Security and Dues Check Off

- a. The Union shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the Board during the term of this Agreement.
- b. The Board shall deduct dues from the wages of all employees who are members of the Union on the date of exertion of this Agreement and whose dues authorization forms have been submitted to the Board Treasurer on or before September 1 of each year, by the Local Treasurer of the Union. The Treasurer of OAPSE Local #030 shall notify the Board Treasurer on or before September 1 of each year of the amount of local and state dues to be deducted from each Union member employee's wages. Except as specified in sub-section (c) below, such deductions shall remain continuous for the life of the contract or until such time as the employee quits, resigns, or is terminated.
- c. The Board's obligation to make deductions shall terminate when an employee submits, in writing, for revocation of dues authorization during the ten (10) day period prior to the expiration of the Negotiated Agreement. Such authorization must be submitted to the OAPSE State Treasurer for approval of revocation of dues.
- d. Union dues deductions will normally be twenty-two (22) payroll deductions encompassing an eleven (11) month period beginning with the first pay in October.
- e. Newly hired employees after October 1 shall be entitled to payroll deduction privileges, if their authorized payroll deduction forms are submitted to the Board Treasurer within thirty (30) days from the date of their initial employment.
- f. Deduction for any given month shall be remitted to the State

Union of OAPSE by the 10th of the following month with a list of those for whom deductions were made.

- g. It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deduction. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from said dues deductions.

10.2 Service Fee

- a. All bargaining unit members shall remain dues paying members for the duration of this Agreement or pay the service fee as noted below. It shall be the responsibility of the Union to provide a list of fee payers and the total service fee to be deducted for each to the Board's Treasurer by September 1 of each year.
- b. Each bargaining unit member who is not a member of the Union by September 1 shall have equal payroll deductions begin in keeping with 10.1 (e) above as a service fee which shall not exceed the dues paid by members of the Union.
- c. Newly hired unit members, on or after the probationary period provided in this Agreement or sixty (60) days following the start of employment, whichever is less, shall have their fees pro-rated for the remaining deductions.
- d. It shall be the responsibility of the Union to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit members, which are not related to the purposes of enforcing and negotiating the contract or grievances.

10.3 Credit Union

Bargaining unit members participating in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union.

10.4 United Way

Authorized deductions shall begin with the first paycheck in November and be equally distributed over a total of ten (10) months (deducted the second pay of each month).

10.5 PEOPLE

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

10.6 Tax Sheltered Annuities

Payroll deductions for tax sheltered annuity programs will be made if at least five applicants request deductions from any one (1) company. There shall be an enrollment period from September 10 to October 10 of each year during which employees may enroll or change their participation in a program. Employees may drop from a program at any time during the year, but cannot re-enroll in any program until the next following enrollment period. Two (2) equally divided deductions will be made per month.

10.7 IRS 125 Plan

Benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to all members of the Union at the same time that the benefits are offered to the certified staff. The benefit package will be the same for both certified and support staff.

10.8 Other Deductions

Payroll deductions may also be used for the employee's share of insurance, garnishment, purchase of retirement credit, back taxes, cancer insurance, Ohio deferred compensation, or other reasons, with

the knowledge of the Union.

Article 11

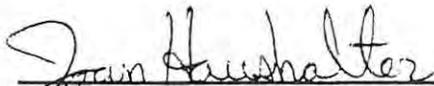
DURATION

11.1 Except as otherwise may be provided herein, this Agreement between the Bellefontaine City Board of Education and Local #030 of the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO shall be in effect from August 1, 2013 through July 31, 2016 at which time it shall expire.

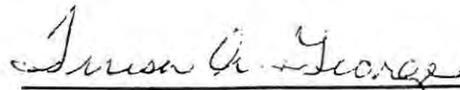
This Agreement, including all terms and provisions hereof, is hereby approved and adopted by the Board and the Union upon the first day of August 2013.

**Bellefontaine City School
District Board of Education**

**OAPSE/AFSCME Local 4/
AFL-CIO and its Local #030**



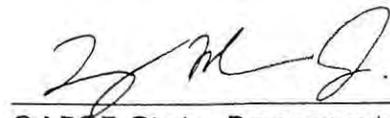
President



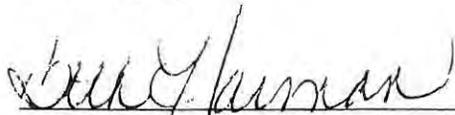
President



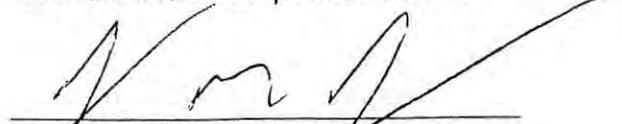
Treasurer/CFO



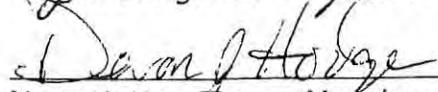
OAPSE State Representative



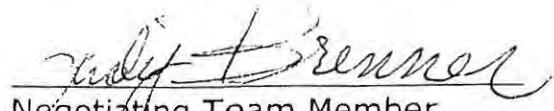
Superintendent



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member