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# **NEGOTIATED AGREEMENT**

**between the**

**BOARD OF EDUCATION  
BRUNSWICK CITY SCHOOL DISTRICT**

**and the**

**BRUNSWICK EDUCATIONAL SUPPORT PROFESSIONALS  
ASSOCIATION/OEA/NEA**

**July 1, 2014 through June 30, 2016**

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## **ARTICLE 1. RECOGNITION**

### **1.01 BARGAINING UNIT RECOGNITION**

A. The Brunswick City Board of Education (hereafter referred to as the Board) hereby recognizes the Brunswick Educational Support Professionals Association/Ohio Education Association/National Education Association (BESPA/OEA/NEA), hereafter referred to as the Association, as the sole and exclusive bargaining representative for all regular employees in the following described bargaining unit:

1. Student Transportation Services Department
2. Food Services Department
3. Building Services Department
4. Maintenance Services Department
5. Classroom and Media Services Department
6. Pupil Support Services Department
7. Secretarial Services Department
8. Treasurer's Department

excluding the Treasurer, and Supervisor or Assistant Supervisor in the following departments: Student Transportation, Building Services, Maintenance Services, and Central Office Secretaries [fourteen (14) positions] as follows:

1. Superintendent (1)
2. Assistant Superintendent (1)
3. Business Manager (2)
4. Student Services (4)
5. Treasurer (4)
6. Education (2)

The Administration will work to reclassify 8 of the 14 employees within Exempt Secretary classification during this contract.

- B. The bargaining unit does not include substitutes.
- C. The word "Employee" in this contract shall mean Bargaining Unit Member.
- D. Memorandums of Understanding, letters of intent, and any other like documents negotiated outside of the collective bargaining process and created to amend or interpret this agreement shall be subject to the approval of the Brunswick Educational Support Professionals Association's Negotiations Team and the Superintendent and/or the Board of Education.

### **1.02 BARGAINING UNIT CHALLENGE**

Any challenge of recognition shall be accomplished in accordance with Ohio Revised Code Chapter 4117.

**1.03 MANAGEMENT'S RIGHTS CLAUSE**

The Board 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 limited only by the specific and express terms of this Agreement.

**ARTICLE 2. DUES DEDUCTION**

**2.01 DEDUCTIONS**

The Board agrees to deduct dues from the pay of any employee requesting, in writing, that such deduction be made.

**2.02 AUTHORIZATION**

The authorization for union dues shall continue to be in effect from year to year until such time as employee revokes, in writing, to withdraw from said deductions.

**2.03 DUES**

The balance of the annual membership dues shall be deducted from the final paycheck of a bargaining unit member, where there are still outstanding wages due and payable, when the employee resigns from his/her position, receives a leave of absence, or has his/her employment terminate after January 15th of any school year during the duration of this Agreement. If the employee does not have sufficient wages to cover the balance, the Association is solely responsible for collecting the outstanding dues.

**2.04 REVOCAION**

The Board shall not recognize any written revocation unless such revocation is received by the Board Treasurer and the Association Treasurer on or between September 1st and September 15th.

**2.05 SCHEDULE**

Dues shall be deducted in the following manner: ten (10) equal deductions starting with the first paycheck in November or twenty (20) equal deductions starting with the first (1st) paycheck in November as an option upon request for bargaining unit members who are paid on a twenty-six (26) pay basis. Monies so deducted shall be forwarded to the Association Treasurer along with a list of persons covered by the deductions.

**2.06 COMMENCEMENT OF DEDUCTION**

Dues deduction may be started at any time during the deduction period as long as it is approved by the Association; however, the deductions which were missed shall be collected by the Association.

### **ARTICLE 3. NEGOTIATING PROCEDURE**

#### **3.01 REQUEST TO NEGOTIATE**

A written request for negotiations may be made by either team not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Contract. Upon receipt of a written request for a meeting either party will have five (5) working days to reply to the request. The first meeting date will be agreed upon within ten (10) working days following the reply to the request for negotiations. The Association shall have the right to bargain with respect to wages and salaries, fringe benefits and terms and conditions of employment. Topics to be discussed during negotiations will be presented in writing and clarified at the opening session. Any item may be added by mutual consent.

#### **3.02 CHAIRPERSON**

In order that meetings may be conducted in an orderly manner, each team shall be represented by a chairperson. There shall be no time limit for any session. However, either team may caucus or be granted adjournment at any time. A subsequent meeting date shall be established prior to the conclusion of each session if there is further business to conduct. All meetings shall be conducted in executive session. Both teams are pledged to conduct negotiations professionally in good faith.

#### **3.03 TEAM MEMBERS**

Negotiation teams shall be limited to nine (9) members, excluding chief negotiators. Neither party shall have any control over the selection of the other team's members.

#### **3.04 CONSULTANTS**

- A. Up to three (3) consultants may be used by each team in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both teams agree.
- B. The expense of such consultants shall be borne by the team requesting or hiring them.

#### **3.05 INFORMATION**

Either team shall furnish on request of the other, within a defined time, agreed upon by both teams, all regularly and routinely prepared information pertinent to the issue of negotiation.

#### **3.06 REPORTS TO MEMBERS**

The Association may issue general reports to its membership on the progress of negotiations and the Board's representatives may inform the Board of the status of negotiations.

#### **3.07 RATIFICATION**

- A. While no final agreement shall be executed without ratification by the members of the employee unit and the Board, the parties mutually pledge that their negotiating representatives will be clothed with all necessary power to make proposals, consider proposals and make concessions in the course of negotiations. No provisions of the resulting

Contract shall discriminate against any support staff employee on the basis of membership or nonmembership in any organization.

- B. When consensus is reached on all matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. The Board shall act within ten (10) calendar days of the Association ratification vote, unless an extension is mutually agreed upon.
- C. If approved by the Board, the Contract shall be signed by representative of the Board and the Association and shall become a part of the official minutes of the Board.

**3.08 MEDIATION**

If by thirty (30) days prior to the expiration of an existing Contract, the teams have not reached agreement on a new Contract, they shall jointly notify the Federal Mediation and Conciliation Services of the impending expiration date and request the assistance of a mediator to aid them in reaching an agreement. The thirty (30) day time period may be modified by mutual agreement.

**3.09 REPRISAL**

No reprisal of any kind shall be taken by or against individuals for participation in negotiations between the Board and the Association.

**3.10 EXCLUSIVITY OF PROCEDURE**

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits/procedures set forth in ORC 4117.14. Mediation, as set forth in 3.08 of this Article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of the procedures in ORC 4117. In the event mediation does not result in agreement by the expiration date of this Contract, Section 4117.14 (D)(2) of the Ohio Revised Code will apply.

**ARTICLE 4. GRIEVANCE PROCEDURE**

**4.01 DEFINITIONS**

- A. A grievance is defined as any alleged violation, misinterpretation or misapplication of this Contract.
- B. A grievant is defined as:
  - 1. The person(s) alleging a grievance, and/or
  - 2. The Association.
- C. "Days" shall mean grievant's regular working days.
- D. "Immediate supervisor" shall mean the building principal and/or the appropriate administrative supervisor.

**4.02 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION**

- A. A grievant, at his/her own choosing, may appear on his/her own behalf or may be represented at any and all formal steps of the grievance procedure by the Association.
- B. Decisions rendered at each formal level will be made in writing setting forth the decision and the reason(s) therefore, and copies shall be transmitted to all parties to the grievance and the Association.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- D. All grievance(s) shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

**4.03 TIME LIMITS**

- A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a formal grievance (Level II) is not filed within twenty (20) working days after the act or conditions giving rise to the grievance occurs, the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step and further appeal shall be barred.
- D. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract term of the employee, further attempts at resolution shall not be postponed until the beginning of the new school year, unless the parties in interest otherwise agree.
- F. The temporary absence of a principal, immediate supervisor or the Superintendent shall toll the running of the days during the absence of such principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional days.
- G. Meetings or hearings held under this procedure shall normally be conducted outside the normal working hours of the grievant or grievants and at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. If it is necessary to schedule any meetings or hearings during normal work hours, the grievant or grievants may attend without loss of pay and/or benefits.

#### 4.04 GRIEVANCE PROCEDURE

- A. Level I (Informal): If an employee believes there is basis for a grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
- B. Level II (Formal): If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her immediate supervisor within the time limit prescribed in Section 4.03, he/she may begin formal procedure by submitting the formal grievance to his/her immediate supervisor. Within five (5) days of receipt of the form, the immediate supervisor shall hold a meeting with the grievant and within three (3) days after such meeting, shall make a written decision which will be recorded and signed by both parties.
- C. Level III (Formal): If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by submitting the formal grievance to the business manager/ Assistant Superintendent within five (5) days of the receipt of the Level II written response. Within five (5) days of receipt of the form, the business manager/Assistant Superintendent shall hold a meeting with the grievant and within three (3) days after such meeting shall make a written decision which will be recorded and signed by both parties.
- D. Level IV (Formal): If the grievant is not satisfied with the results of Level III, he/she may continue the formal procedure by submitting the formal grievance to the Superintendent within five (5) days of the receipt of the Level III written response. Within five (5) days of the receipt of the form, the Superintendent shall hold a meeting with the grievant and within five (5) days after such meeting shall make a written decision which will be recorded and signed by both parties.
- E. Level V
  - 1. Arbitration must be requested by the Association in writing within fifteen (15) days immediately following the receipt of the Level IV response. The arbitrator will be selected by mutual agreement of the parties, and if no agreement can be reached within five (5) days of receipt of the request for arbitration, either party or the parties jointly, may petition the American Arbitration Association (AAA) for a list of arbitrators. The arbitrator shall be selected and the hearing conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA. The decision of the arbitrator shall be final and binding on the parties. However, the decision of the arbitrator shall have no power to alter, add to or subtract from the terms of this Contract, nor to make any award which is inconsistent with the terms of this Contract or contrary to law.
  - 2. The total cost of the arbitration shall be shared equally by both parties. Disciplinary suspensions without pay of one day or less are subject to the grievance procedure up to Level IV. Such grievances are not subject to arbitration.
  - 3. Section E. (2.) of the contract may be terminated during the length of the contract by written request of either party. Grievances initiated prior to the written request for termination of this section will not be affected. Termination of this language will result in the reversion to previous contract language for 4.04 E (4.) listed below. Effective upon ratification of this contract.

4. The Association shall initially pay the full amount of the AAA's initial fee. The total cost of the arbitration (which shall include the fees and expenses of the arbitrator and of the AAA, including the amount of the initial fee) shall be shared. The losing party shall pay two-thirds (2/3) of the cost; the prevailing party shall pay one-third (1/3). If either party withdraws action after scheduling arbitration, such party shall pay full cost of cancelled arbitration.

**ARTICLE 5. NO STRIKE/NO LOCKOUT**

- 5.01 During the term of this Contract, the Association and/or any member(s) of the bargaining unit, agrees not to participate in any strike, work stoppage or work slowdown.
- 5.02 During the terms of this Contract, the Board shall not lockout any member of the bargaining unit.

**ARTICLE 6. WORKDAY/YEAR/HOURS**

**6.01 ELIGIBILITY FOR HOLIDAY PAY**

An employee will only receive holiday pay for such holidays where such employee accrued earnings on his/her last preceding and his/her next scheduled workdays before and after such holiday, or was properly excused on either or both of those days.

**6.02 HOURS OF EMPLOYMENT (FULL-TIME EMPLOYEES)**

A. Wages shall be based upon the following standard workweek:

Bus Operator/Trainer	Hours are established at the beginning of the year; 192 days including two (2) inservice days (see Section 14.07 for out-of-district runs).
Mechanics (all classifications) Assistant Mechanic	8 hours/day; 2088 hours/year Hours and days as assigned
Building Services (all classifications)	8 hours/day; 2088 hours/year
Maintenance Services (all classifications)	8 hours/day; 2088 hours/year
Paraprofessional: High School Attendance	7 ½ hours/day; 37 ½ hours/week; 216 days
Paraprofessionals: educational, Monitor [minimum six (6) hours]	6 hours/day; 30 hours/week; 201 days
Paraprofessionals: library	7 ½ hours/day; 37 ½ hours/week; 216 days

Paraprofessionals: special education; auxiliary; Monitor [maximum three (3) hours]	As established at the beginning of the year including paid holidays.
Paraprofessionals: special education Paraprofessionals Paraprofessionals: special education preschool	Hours established at the beginning of the school year including paid holidays 194 days Hours established at the beginning of the school year including paid holidays 161 days
Food Service Coordinator	7-1/2 hours/day; 37-1/2 hours/week; 216 days
Food Service Clerk	minimum 6 hours/day; 30 hours/week; 216 days
Food Service, schools	6 hours/day; 30 hours/week; 194 days per Article 16.06
Food Service	6 hours/day; 30 hours/week; maximum 194 days
Secretary: School	7 1/2 hours/day; 216 days/year *
Secretary: Office, switchboard/clerical/ Receptionist	8 hours/day; 2088 hours/year
Treasurer's Department: Bookkeeper	8 hours/day, 2088 hours/year

- B. 1. Regular working hours for each building/department shall be established at the beginning of each school year which shall not thereafter be changed without the consent of the employee involved.
2. During non-school periods (summer, holiday breaks, etc.) custodians normally working second or third shift will work first shift and remain at their second or third shift rate. The rate will remain the same whether the employee works first or second shift during such periods.
3. Second shift custodians within each building shall have the same starting and ending times. Third shift custodians within each building shall have the same starting and ending times.
- C. As the calendar year varies, twelve month employees shall be paid for the number of days in their contract year based on the natural fall of days in the calendar (e.g. some years will be 262 days, some will be 260 days).

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\* Additional days above and beyond two hundred sixteen (216) will be based upon building needs.

- D. Special Education paraprofessionals working full-time shall have hours established at the beginning of the school year which shall include 30 additional minutes per school day before or after the school day for documentation, teacher consultation and equipment sanitation. The additional 30 minutes shall be scheduled by the Director of Student Services at the beginning of the school year. When there is an overlap of time, the special education paraprofessionals must choose between extended time or supplemental work.

**6.03 PAY OPTION**

- A. Employees shall have the option to be paid over a twelve (12) month period.
- B. Effective January 1, 2007, bargaining unit members shall receive their pay through direct deposit.

**6.04 NOTIFICATION**

Nine (9) and ten (10) month employees shall be notified thirty (30) days in advance of the date of their first day of work.

**6.05 NEOEA DAY**

This is a scheduled workday for twelve (12) month employees only.

The Board shall pay the travel and registration expenses for attending a pre-approved NEOEA event that is directly related to the employee's current position or a position within the employee's line of progression. The application for attendance at an NEOEA event must be made and approved by the employee's immediate supervisor. Local, state, and national association conferences or events are not applicable.

**ARTICLE 7. VACANCIES**

**7.01 DEFINITION**

- A. The Board recognizes the desire of bargaining unit members to be made aware of vacancies within the School District. Vacancy shall exist when:
  - 1. A bargaining unit member dies
  - 2. A bargaining unit member retires
  - 3. A bargaining unit member resigns
  - 4. A bargaining unit member is transferred
  - 5. A bargaining unit member is promoted
  - 6. A bargaining unit member is terminated
  - 7. A newly created position
  - 8. A bargaining unit member is on a long-term leave (minimum of one full year.) Each long-term leave shall create a minimum of one vacancy. Any open position(s) created by the filling of said vacancy(ies) will be filled by a qualified substitute. The substitute

filling this position shall have no permanent claim to that position.

- B. An involuntary transfer shall be defined as an Employer initiated reassignment of an employee.

#### **7.02 POSTING**

Vacancies for all support staff positions shall be posted for present employees. Postings shall be date stamped when they are received at each work site. During the time school is in session a notice will be posted in each building on an assigned bulletin board for a period of five (5) working days and when school is not in session such notice shall be posted in the Central Office for five (5) working days. Posting occurring the day after the last school day of the Spring Semester and ending the first day of the following school year shall be mailed to each employee who has submitted a written request to the Central Office. Copies of all positions shall be sent for informational purposes only to the Association President.

#### **7.03 FILLING**

Each vacant position as defined in Section 7.01 within the bargaining unit shall be filled within forty (40) consecutive working days. (Working days means Monday through Friday excluding holidays as specified in the work year of the affected classification, except that Section 15.10B applies to bus route openings in the summer). So long as there are any employees remaining on the RIF list, an open position or bus route is one which is either a newly created position, or one from which the regular employee has retired, resigned or been terminated. If there are no employees on the RIF list, an open position or bus route is one which is either a newly created position, or one from which the regular employee has transferred, retired, resigned or been terminated.

#### **7.04 PROCEDURE**

- A. A description of the job duties of the vacant position, including days and hours, i.e. shift to be worked and wage or salary rate shall be available from the Central Office upon request. All qualified employees shall be given the opportunity to apply for such vacancies in accordance with procedures established by the Board. With respect to lateral transfers within job classification, classification seniority shall be the sole determinant in awarding vacant lateral positions. Such transfers shall be subject to a forty (40) working day probationary period. During the first ten (10) days of the probationary period, the Board of Education shall have the right to involuntarily transfer the employee back to his/her original job held prior to the lateral transfer within the building. At the end of this period, the employee shall be awarded the position or returned to their former position. During the first ten (10) days of the probationary period the employee shall have the right to return to their former position if he/she so desires. Employees shall always be hired before any substitutes based on qualifications and job description.
- B. With respect to promotions, (meaning an advancement involving a greater hourly rate of pay or more hours), or in the case of reassignment (which is neither a promotion nor a lateral move within a classification), the employee best able to perform all the responsibilities and meet all the qualifications of the position as defined by the job description, and supported by documentation, will be awarded the position. Where qualifications are relatively equal, seniority will be a consideration. During the first ten (10) days of the probationary period the

employee shall have the right to return to their former position if he/she so desires. Such employment shall be subject to a forty (40) working day probationary period.

- C. Unsuccessful applicants may request in writing an explanation of the reasons why he/she was not awarded the position.

**7.05 INVOLUNTARY TRANSFER**

- A. Prior to initiating the transfer of a bargaining unit member, the Superintendent will contact the affected bargaining unit member in writing to give him/her an opportunity for a conference to discuss the reasons for the involuntary transfer. The bargaining unit member may be accompanied at such conference by an Association representative.
- B. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

**7.06 POSITION ABOLISHMENT**

Nothing herein shall preclude the Board of Education from abolishing positions as provided by the Civil Service Laws. In the event positions in the bargaining unit are reduced or abolished, the Board shall make all reasonable efforts to redistribute the work load in an equitable manner. When a bargaining unit member resigns or is terminated, the President of Brunswick Educational Support Professionals Association (BESPA) shall be notified within five (5) days of any determination to abolish a position with reasons given.

**ARTICLE 8. JOB DESCRIPTIONS**

**8.01 FACTORS**

Job descriptions for all bargaining unit positions shall include duties and responsibilities, designation of who assigns duties and designation of employee's evaluator (immediate supervisor).

**8.02 CHANGES**

The review process of all job descriptions may be initiated by either side when requested every third year. Starting in 2006, a committee, which may consist of the Director of Business Affairs, Department Supervisor, an Administrator, and two individuals designated by the Association President, may participate in the review process. They will review the current job descriptions. The committee shall meet on a non-student work day. The job description revision process may involve outside resources. The Administration will request input when creating new job descriptions.

**8.03 ASSOCIATION RIGHTS**

The Board will provide the Association with an updated job description for any new position or change in any position.

## **ARTICLE 9. EMPLOYEE SUBSTITUTION**

### **9.01 RATE OF PAY**

- A. A regular employee who is requested to fill in for another employee at a higher level of responsibility shall be paid at the rate of the higher job classification, at the step of the bargaining unit member who is substituting. The substituting employee shall return to his/her previous position and pay at the conclusion of the substitution period.
- B. Any bargaining unit member performing extra work in another job classification shall be paid their step in that classification.
- C. Custodial Services Only/Sporadic Substitute Work

Bargaining unit members may sign up for sporadic substitute custodial work. The need for custodial substitute workers shall be advertised by the Board once per school year. The rate of pay shall be \$11.00 per hour for sporadic custodial substitute work.

### **9.02 SENIORITY RIGHT**

A regular employee with the highest seniority within the same department and building, when qualified, based on the job description, shall be requested to fill in for the absent employee with a higher level of responsibility before a substitute is called.

## **ARTICLE 10. INSURANCE**

### **10.01 GENERAL PROVISIONS**

#### A. Right To Insurance Benefits

In addition to the salary paid a bargaining unit member, his/her compensation shall include the insurance benefits as provided herein.

#### B. Copy of Certificate of Insurance

- 1. The Board shall provide to the Association one (1) copy of each signed Contract and Certificate of Insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Contract.
- 2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within one (1) month after they are received by the Board.

#### C. Distribution of Explanation of Coverage(s)

- 1. As amendments and/or changes in insurance coverage or carriers are made, the Board and the Association shall notify the carrier that each member of the bargaining unit will receive a written description, prepared by the carrier, of such amendment and/or change. This written notice shall be made within thirty (30) days of the amendment and/or change and shall request that the description shall be provided to the member of the

bargaining unit within sixty (60) days after receipt of the notice.

2. A member of the bargaining unit, when employed, shall receive a written description of all insurance coverage in effect at that time.

**10.02 MEDICAL INSURANCE PROGRAM**  
**(Comprehensive Major Medical, Prescription Drug, and Dental Insurance)**

A. Right To Coverage

1. The Board shall purchase from a carrier licensed by the State of Ohio, basic hospitalization and surgical, major medical insurance, prescription drug, and dental insurance coverage which meets or exceeds the specifications set forth in this Article (Comprehensive Major Medical, Section 10.02D; Prescription Drug, Section 10.02E; Dental, Section 10.02F) for each member of the bargaining unit, now or hereinafter employed, and his/her family.
2. (a) During the term of this Contract, the Board shall purchase insurance which includes a hospital network to meet the requirements of 10.02D (Comprehensive Major Medical). Hospitals and doctors shall remain the same or better as in effect under this Plan.  
  
(b) An insurance committee composed of BESPAs representatives and Board administration will be assembled to review and give input to any changes in hospitals or providers, and will be subject to negotiations.
3. (a) A bargaining unit member eligible for medical benefits according to Section 10.02 I (1) may elect to buy-out of the medical insurance program. The Board will pay two hundred dollars (\$200.00) per month to each full-time bargaining unit member who buys out of the program provided he/she certifies that they have other medical insurance. Effective October 1, 2012, married couples employed by the Brunswick City School District shall be eligible for either single insurance coverage or one (1) family insurance plan and shall not be eligible for the insurance buy-out incentives.  
  
(b) A bargaining unit member shall have the right to re-enter the District's insurance program in the event of loss of dependent status; change of marital status, or termination of spouse's employment and disqualification or change in spouse's medical benefits, or in the event of a qualifying event as specified under COBRA or as defined by the carrier.  
  
(c) A bargaining unit member may reinstate coverage during the annual open enrollment period. Applications are due prior to the coverage start date of October 1.

B. Method of Payment of Coverage

Effective October 1, 2012 members will pay \$50.00 Family/\$25.00 Single month for Plus coverage. Effective date for all enrollment changes October 1<sup>st</sup>.

C. Right To Change Coverage Status

A member of the bargaining unit may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Comprehensive Major Medical (Hospitalization, Surgical, Major Medical)

Specifications

Effective January 1, 2013, bargaining unit members deductibles will be as follows:

Super Med Plus

\$90 Single/\$180 Family Deductible, and \$15 co-pay for office visits

The Board has the right to change carriers provided it maintains substantial equivalent coverage as specified in the Agreement.

Co-insurance	See Insurance Plan Document
Yearly maximum liability	See Insurance Plan Document
Maximum lifetime Deductible	See Insurance Plan Document
Co-insurance/yearly maximum	Applies to hospital, surgical and major medical
Pre-certification	Yes; penalty on provider
Dependent coverage unmarried	To age 26; full-time student,
Emergency Room (Not Admitted)	\$50.00
Colonoscopy Screening -	Age 50 and over

E. Prescription Drugs

The prescription drug coverage shall be:

\$ 5 - generic

\$10 - formulary brand

\$15 - non-formulary brand

Mail-order 90 day supply for the price of two months.

If a generic or formulary brand is not available, the cost will be the \$10 formulary brand cost.

Prescription drug coverage includes oral contraceptives with or without medical necessity.

F. Dental Insurance

Class I	Preventive & Diagnostic Routine Oral Exams - once every six months Teeth Cleaning - once every six months Fluoride Treatments - once every twelve months Emergency Pain Treatments Space Maintainers Diagnostic X-Rays Tests and Lab Exams
Class II	Basic Restorative Fillings - Amalgams, Silicate, Acrylic

Root Canal Therapy  
 Treatment of Gum Diseases  
 Repair of Bridgework & Dentures  
 Extractions and Oral Surgery  
 General Anesthesia - only if medically necessary

Class III Major Restorative  
 Inlays, Onlays, Gold Fillings or Crown Restorations  
 Initial Installation of Fixed Bridgework  
 Installation of Partial or Full, Removable Dentures  
 Replacement of Existing Bridgework or Dentures

Class IV Orthodontia  
 Full Banded Orthodontic Treatment  
 Appliances for Tooth Guidance  
 Appliances to Control Harmful Habits  
 Retention Appliances - not in connection with full banded treatment

Calendar Year Maximum of \$1,750.00 for Classes I, II, and III

Class I	100%
Class II	80%
Class III	70%
Class IV	50% (Lifetime maximum \$1,500.00)

Calendar Year Deductible - None

G. Vision Insurance

The Board of Education will provide the following vision program for all eligible bargaining unit members.

Specifications

This VSP Program, as outlined below, provides an eye examination, lenses, and a frame once every calendar year.

	<u>VSP Participating Doctor Benefits</u>	<u>Non-Participating Provider Reimbursement Schedule</u> (Copays apply to charges)
<u>Examination</u>		
• Examination for glasses	Covered in full after \$5.00 copayment*	\$ 35.00
• Examination for contact lenses	Covered in full (excluding evaluation/fitting charges) after \$5.00 copayment*	\$ 35.00

Lenses

• Single Vision Lenses )		\$ 25.00
• Bifocal Lenses )	Covered in full	40.00
• Trifocal Lenses )	after \$20.00	55.00
• Lenticular Lenses )	copayment*	80.00
<u>Frame</u>	Covered in full** after \$20.00 copayment*	45.00

\*There is only one (1) \$5.00 copayment for the exam, and only one (1) \$20.00 copayment for lenses and/or frame.

\*\* Within Plan limitations. If you select a frame that costs more than your Plan allowance, there will be an additional charge you will pay out-of-pocket. When you visit the VSP participating doctor, ask him/her which frames are covered in full. The allowance designated by the Brunswick City School District covers the majority of frames on the market and ensures a good choice.

Contact Lenses (In place of spectacle lenses and frames)

• Medically Necessary	Covered in full after \$20.00 copayment*	\$ 210.00
• Elective	\$ 105.00	\$ 105.00

Lens Options

The Plan is designed to cover your visual needs rather than elective materials. There will be extra costs involved if you select materials or services which are elective in nature, such as:

- Blended or Progressive Lenses      Special Edging
- Oversize Lenses                              Special Lens Materials

Plan Discounts

Patients may now obtain additional pairs of prescription glasses at a 20% discount off usual and customary charges. In addition, the Plan now offers a 15% discount on contact lens professional services. These discounts are available for 12 months following the patient's last covered eye examination from the VSP participating doctor who provided the examination.

G. Eligibility

1. All members of the bargaining unit who work at least three (3) hours per day shall be eligible for dental insurance and vision insurance at no cost to the employee. To be eligible for comprehensive major medical (hospitalization, surgical, major medical), and prescription drug insurance benefits, an individual must be an employee of the Board regularly scheduled to work a minimum of twenty-seven and a half (27-1/2) hours per week.

2. Upon completion of three (3) years of service to the District, regularly employed personnel who work less than twenty-seven and a half (27-1/2) hours per week, but are regularly scheduled to work a minimum of twenty (20) hours will be eligible for membership in the Super Med Plus and prescription drug plans by paying fifteen percent (15%) of the cost. Employees who have worked for the district less than three (3) years and who are employed for a minimum of 20 but less than 27-1/2 hours per week will be eligible for membership in the comprehensive major medical and prescription drug plans by paying fifty percent (50%) of the cost.
3. Regularly employed personnel who work less than twenty (20) hours per week are also eligible for membership in the Super Med Plus and prescription drug plans by paying the full cost.
4. All medical insurance coverages shall be continued for employees on unpaid leave of absence or laid off employees who at the beginning of each month make payment of the premium for such coverage to the Treasurer for the recall period.

All employees hired after July 1, 2012, will need to adhere to the following eligibility requirements.

5. All members of the bargaining unit who work at least four (4) hours per day shall be eligible for dental insurance and vision insurance at no cost to the employee. To be eligible for comprehensive major medical (hospitalization, surgical, major medical), and prescription drug insurance benefits, an individual must be an employee of the Board regularly scheduled to work a minimum of thirty (30) hours per week.
6. Upon completion of three (3) years of service to the District, regularly employed personnel who work less than thirty (30) hours per week, but are regularly scheduled to work a minimum of twenty (20) hours will be eligible for membership in the Super Med Plus and prescription drug plans by paying fifty percent (50%) of the cost. Employees who have worked for the district less than three (3) years and who are employed for a minimum of 20 but less than 30 hours per week will be eligible for membership in the comprehensive major medical and prescription drug plans by paying one hundred percent (100%) of the cost.
7. Regularly employed personnel who work less than twenty (20) hours per week are also eligible for membership in the Super Med Plus and prescription drug plans by paying the full cost.
8. All medical insurance coverages shall be continued for employees on unpaid leave of absence or laid off employees who at the beginning of each month make payment of the premium for such coverage to the Treasurer for the recall period.

#### H. Brunswick CSD Insurance Committee

At least two (2) Support Staff members will be selected by the President of the Brunswick Educational Support Professionals Association to serve on the District's Insurance Committee for the express purpose of input relative to benefit coverage and cost control options.

I. Working Spousal Language (Effective January 1, 2008)

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

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

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

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

Working Spousal Language (Effective January 1, 2010)

1. A bargaining unit member may choose to be covered under Section 10.02. If selected, the bargaining unit member will remain under the working spousal provision unless the spouse's coverage materially changes (e.g., increase in premiums). In that event, the employee can opt out of the spousal insurance coverage during the next open enrollment period. Bargaining unit members who opt out of the spousal insurance coverage and who participate in the Super Med Plus

will pay \$200.00 per month to keep a family plan including primary spousal coverage. (This clause is applicable only for employees whose spouses are eligible for medical insurance coverage with their employer.)

Effective January 1, 2010, those bargaining unit members may opt out of the spousal insurance coverage and be subject to the monthly premiums set forth above.

2. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

The Board shall reimburse the employee up to \$200.00 per month for the cost of medical premiums for the employee's spouse who must obtain medical insurance with his/her employer.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board of Education will become the secondary payer of benefits.

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

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

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

If you submit false information, you may be subject to disciplinary action by your school district, up to and including termination of employment.

**10.03 TERM LIFE INSURANCE**

A. Right To Coverage

Due to restrictions imposed by the life insurance carrier, employees are subject to the rules, regulations and limitations of the carrier, thus the maximum coverage provided by the group life policy could be reduced. Employees are encouraged to read the policy to familiarize themselves to the limitations.

B. Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

C. Right To Purchase Additional Coverage

The Board shall allow individual members of the bargaining unit to purchase additional amounts of coverage through payroll deduction subject to the rules and regulations imposed by the carrier.

D. Specifications

The face value of the term life insurance coverage shall be Fifty Thousand Dollars (\$50,000.00) plus an equal amount of accidental death and dismemberment coverage.

COBRA

After the period of Board-paid medical insurance provided in Sections 10.02D and 10.02E, the bargaining unit member shall have the option of continuing such insurance coverage by making payment of the full premiums for such insurance coverage directly to the COBRA insurance carrier by the first (1st) of each month. Failure to make timely payment shall be deemed to be a voluntary withdrawal from the insurance program.

**10.04 WELLNESS (SMOKE-FREE SCHOOLS)**

- A. All Brunswick City School property will be designated smoke-free.
- B. The District insurance plan shall cover the employee cost of participation in any smoke cessation program that is approved by the District's medical insurance program. Employees will be limited to one (1) smoking cessation program per length of this Contract at a maximum of One Hundred Fifty Dollars (\$150.00) reimbursement. Documentation of completion, including a receipt, will be necessary.
- C. Starting July 1, 2012, a \$125.00 wellness incentive will be paid for participation in a Health Screening or Annual Physical. Verification will be required to be submitted to the Business office not later than each June 1 in order that the incentive be paid in the second pay in June.

No incentive shall be rendered for payment if verification is not received within dates required. (Example: Health Screening/Physicals received and verified between June and the following May will be paid in the subsequent June.)

Wellness

Routine Pap Test

Routine Mammogram

Routine Prostate Cancer

Well Child Benefits (eff. 1/1/07)

\$750.00 maximum

**10.05 WELLNESS (PROGRAMS/EDUCATION)**

- A. Funds appropriated for professional growth may be used for wellness programs and/or wellness education.
- B. The Inservice/Training/Wellness Committee will give input into the use of funds and the planning of activities.
- C. Support Staff personnel serving on the Inservice/Training/Wellness Committee will be paid a stipend of \$100.00. The stipend will be paid to SSP's who attend at least 75% of the scheduled meetings, help with set up and/or otherwise actively participate in the organization of staff inservice and/or training. This stipend does not apply to any catering services performed by Food Service personnel in connection with inservice and/or training days.

**ARTICLE 11. LEAVES**

**11.01 SICK LEAVE**

- A. A. From the date officially hired, all employees are entitled to sick leave with pay according to the following plan: employees who are regularly employed are given one and one-fourth (1-1/4) days per month, or fifteen (15) days per year, to be used toward sick leave. Said days are to be prorated on an hourly basis and reported to the employee in that manner. Part-time, seasonal, intermittent, per diem, or hourly employees are given days proportionate to the number of hours they work. These days can be accumulated without limit. Sick leave days may be used for personal illness, injury, pregnancy, exposure to contagious disease, family illness/injury and death in the immediate family. Commencing with the 2009-2010 school year, all accrued and unused sick leave balances will be converted to an hourly basis. (Example, if during the 2008-2009 school year an employee is contracted for a 6.5 hour day and his/her accumulated sick leave balance was 100 days, the district would convert the sick leave balance from 100 days to 650 hours.)
  - 1. When an employee is absent due to personal illness or injury for more than five (5) consecutive workdays, a physician's certificate of absence and the anticipated date of return is required.
  - 2. Each newly hired regular and each regular employee of the Brunswick Board of Education who has exhausted their accumulated sick leave shall be entitled to an advancement of not more than five (5) days of sick leave each year.

3. For the purpose of this section, immediate family is defined as: grandparents, brother/sister, brother-in-law/sister-in-law, daughter-in-law/son-in-law, father/mother, father-in-law/ mother-in-law, spouse, child, grandchild and stepchild/foster child. Approval of sick leave usage for someone who clearly stands in the same relationship as those specified may be granted by the Superintendent or designee.
4.
  - (a) Employees with perfect attendance (no use of sick leave) for contract days due during each half (July 1 - December 31 or January 1 - June 30) will receive one (1) day of pay per half plus two additional days for annual perfect attendance. New employees' eligibility for this incentive will begin with the first half (January 1 OR July 1).
  - (b) For purposes of this article perfect attendance will not be disrupted for documented employee attendance at funeral services for immediate family as specified in 11.01 A (3).
  - (c) This benefit excludes any employees who are on any type of unpaid leave or workers' compensation.
  - (d) Employees who sustain an injury that is job related and requires immediate emergency medical attention will not be required to use personal/sick time to seek immediate medical attention. It will also not count against them towards perfect attendance.
5. If a bargaining unit member is currently absent for thirty (30) consecutive days or more due to a catastrophic or long term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, he/she may request up to forty-five (45) days or three hundred sixty (360) hours or forty-five (45) times his/her contracted daily hours of donated sick leave from other bargaining unit members or exempt support staff. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. (Example, an employee contracted to work 6.5 hours per day may request up to a total of 292.5 hours.)

No bargaining unit member may receive more than an aggregate of forty-five (45) donated sick days in any one (1) work year.

Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer no later than the pay period within which the sick leave of the absent employee is exhausted.

Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member or exempt support staff employee. Donated sick leave hours may be exchanged with exempt support staff.

Upon request for sick days donation, the Superintendent shall meet with the Association President to discuss eligibility of the claim on the bargaining unit member's behalf, and

the process by which the donation of sick leave will take place.

- B. An employee on active pay status for one-half (1/2) of the workdays in a calendar month will receive a full month's coverage of benefits substantially equivalent to the benefits provided in Article 10-Insurance.

**11.02 PERSONAL LEAVE**

A. Right To Personal Leave

- 1. A member of the bargaining unit shall be granted three (3) times the contracted daily hours of personal leave per contract year (July 1 – June 30). (Example: a 6.5 hour employee would receive 19.5 Personal Leave hours per year). Any employee hired at any point after the beginning of the contract year (or school year for nine or ten month employees) will have their personal leave prorated based on the number of days employed per year.

Commencing with the 2009-2010 school year, all accrued and unused personal leave balance will be converted to an hourly basis. (Example, if during the 2008-2009 school year an employee is contracted for a 6.5 hour day and his/her accumulated personal leave balance was 5 days, the district would convert the personal leave balance from 5 days to 32.5 hours.)

- 2. Unused personal leave may be accumulated at the end of each school year not to exceed ten (10) times the contracted daily hours. Personal leave in excess of ten (10) times the contracted daily hours shall be converted to sick leave at the end of the school year. Accumulated personal leave can be used by the employee at any time by following the personal leave procedures. At retirement accumulated personal leave will be considered as part of the sick leave payment as listed in Article 12. Employees may not use more than five (5) times the contracted daily hours in consecutive accumulated personal leave days without the approval of the superintendent or his/her designee.
- 3. Employees hired at the beginning of the contract or school year, during their new hire probation period will earn personal leave as follows, and in accordance with (A.)(1.):

After first:		Eligible for:
30 days of probation period	=	1st day of personal leave
60 days of probation period	=	2nd day of personal leave
90 days of probation period	=	3rd day of personal leave

- 4. Written request for personal leave shall be made to the bargaining unit member's immediate supervisor at least one (1) week in advance of the anticipated absence, except in emergency. Where the request for personal leave exceeds three (3) days, the request shall be made to the bargaining unit member's immediate supervisor for approval at least two (2) weeks in advance of the anticipated absence, except in emergency.
- 5. Utilization of unrestricted personal leave during the first and last two (2) weeks of school shall be limited to a maximum of five percent (5%) of the members of the bargaining unit. Notices of intent will be approved on a first come, first serve basis. Ties

will be broken by random draw.

**11.03 ASSAULT LEAVE**

A. Right To Assault Leave

A bargaining unit member who is absent from work due to an assault which occurs as a result of Board employment shall be eligible to receive assault leave with a doctor's written verification that the employee is unable to perform assigned duties.

B. Notice For Assault Leave

A member of the bargaining unit desiring said assault leave shall file a notice with the Superintendent, which indicates the nature of the injury, the date of its occurrence, the name of the individual(s), if known, causing the assault, the facts surrounding the assault, and a statement that the bargaining unit member has filed juvenile or criminal charges against the person(s) making the assault, if known.

C. Rights While On Leave

Leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under any other section of this Agreement. The member(s) of the bargaining unit using assault leave as per Section 11.03 shall receive full pay and benefits as if they were actively employed.

D. Length of Leave

Assault leave may be used for the period of disability not to exceed the remainder of the school year or one hundred twenty (120) workdays, whichever is greatest.

E. Restriction

1. If medical attention is required, the bargaining unit member shall supply a certificate from a licensed physician.
2. The Board may require a medical examination, at Board expense, of the bargaining unit member requesting assault leave.

F. Court Appearance

1. A bargaining unit member required to appear in court as a result of having filed charges under Section 11.03B shall be entitled to assault leave, in addition to those days specified in Section 11.03D for each day such appearance is required.
2. Any compensation received by a bargaining unit member for such appearance shall be signed over to the Board.

**11.04 MILITARY LEAVE**

Military leave will be granted in compliance with the Ohio Revised Code.

**11.05 JURY LEAVE**

A. Right To Leave

A member of the bargaining unit required by law to report for jury duty shall be entitled to jury leave for each day of such duty.

B. Rights While On Leave

A member of the bargaining unit using jury leave shall be compensated at his/her regular rate for the duration of such leave upon receipt of a "Certificate to Employer" Form from the court.

C. Restrictions

Any compensation received by the bargaining unit member for such duty shall be used to pay for appropriate expenses including but not limited to parking, transportation and meals.

**11.06 UNPAID LEAVES OF ABSENCE**

- A. Employees shall, under the conditions specified herein, be granted leaves of absence without pay of not more than twelve (12) months from the start of the leave for personal/spousal/parental illness, disability, pregnancy, parenting, educational or professional growth or any other reasons approved by the Superintendent or designee.

Intermittent leave or leave on a reduced work schedule will not be allowed for educational or professional growth reasons.

- B. The granting of such leave of absence will be on the condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System and any/all other fringe benefits during the period of such leave. Such leave can be extended for a period of one (1) year at the discretion of the Board.
- C. The employee shall maintain all seniority rights as when the leave of absence is authorized. Seniority does not continue to accumulate while the employee is on a leave of absence.
- D. All requests for unpaid leave must be accompanied with an anticipated return to work date, which may be subject to change upon appropriate verification.
- E. Any unpaid leave will not be approved unless the employee has depleted accrued vacation and personal leave.

**11.07 COURT APPEARANCE LEAVE**

If a member of the bargaining unit is required by subpoena to appear to testify in court or by deposition as a result of being a witness to an incident which occurred while such member was performing duties within the scope of his/her employment, such member shall receive his/her full salary and benefits for the time spent responding to such subpoena. If the subpoena is for appearance at trial, the member shall make reasonable efforts to arrange a time specific for his/her appearance. This provision does not apply if the bargaining unit member is the plaintiff in a civil action. The leave provided by this section is in addition to other leaves which may be authorized by this Agreement.

**11.08 RETURN FROM LEAVE**

An employee returning from an approved leave of absence of one year or less shall return to his/her previous position, if in existence, or if not, to a comparable position. An employee returning from an approved leave of absence of more than one (1) year shall be entitled to return to a comparable position.

**11.09 FAMILY AND MEDICAL LEAVE (FMLA)**

A. Eligibility

1. An eligible employee may take up to twelve (12) consecutive workweeks of FMLA Leave in any school year (July 1- June 30) for one (1) or more of the following circumstances:
  - (a) the birth of an employee's child and to care for the child;
  - (b) the placement of a child with an employee for adoption or foster care;
  - (c) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
  - (d) the employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, employees must:
  - (a) have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - (b) have worked at least one hundred twenty (120) days during the last twelve (12) months.
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
4. This policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. An employee who requests FMLA leave will be required to first exhaust any available paid leave. This

will not be counted toward the twelve (12) weeks of unpaid FMLA leave.

B. Notice

1. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement. This does not affect the member's entitlement to parental leave under Section 11.06A.
2. Whenever the leave is necessitated by the serious health condition of the employee or his/her family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support his/her request for leave. If an employee requires intermittent leave as set forth below or a reduced work schedule the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

C. Intermittent Leave and Reduced-Work Schedule

1. When medically necessary, an employee may take intermittent FMLA Leave or a reduced work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
2. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, such employee must elect either:
  - (a) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
  - (b) to transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified; and that
    - (1) has equivalent pay and benefits; and
    - (2) the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.

D. Medical Opinion

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

E. Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

F. Return To Work

1. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions of his/her position.
2. At the end of a FMLA Leave, the Board shall restore an employee to the same or equivalent position with equal benefits, pay, and other terms and conditions of employment. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.
3. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support his/her claim of liability to return to work because of the continuation, recurrent, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

G. Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms, which are not defined in this Article, shall have the same meaning as those terms that are defined in the Family and Medical Leave Act. If there are any inconsistencies between Section 11.09 of this Agreement and the Family and

Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

**ARTICLE 12. SEVERANCE PAY AT RETIREMENT**

**12.01 ELIGIBILITY AND PAYMENT**

An employee with five (5) or more years of service, whether or not continuous, at the Brunswick City School District, upon resignation from the Brunswick City School District and retirement under the School Employees Retirement System, shall receive in one (1) lump sum, an amount equal to one-fourth (1/4) of the lesser of first one hundred sixty (160) times eight (8) hours or one hundred sixty (160) times the contracted daily hours of the accumulated sick leave, all of the lesser of twenty-five (25) times eight (8) hours or twenty-five (25) times the contracted daily hours of all remaining accumulated sick days multiplied times his/her per diem hourly rate for regularly assigned duties at the time of retirement. At the request of the employee the Board will distribute payment in two equal installments. This provision must not conflict with the IRS Code.

**12.02 SURVIVOR BENEFIT**

In the event of death, severance pay payable under Section 12.01 will be paid to such employee's designated or nominated beneficiary as prevails with respect to the School Employees Retirement System.

**12.03 PAYMENT SCHEDULE**

Payment will be made no later than sixty (60) calendar days after the last day of employment with written verification of retirement from the School Employees Retirement System Board. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement.

**12.04 PAYMENT DEFERMENT**

A bargaining unit member may elect to receive his/her severance pay benefit over a three (3) calendar year period following qualification for such benefit. Three (3) equal installments will be paid the first pay date in January of each of the three (3) years. All distributions may be considered taxable in year one of the distribution according to the Internal Revenue Code.

**12.05 DEFERRED 403(b) ANNUITY PLAN**

A. Valic 403(b) Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "Valic Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "Valic 403(b) Plan") with terms that comply with the requirements of this Paragraph 2.
2. The terms of the 403(b) Plan shall include the following:
  - a. Participation in the Valic 403(b) Plan shall be mandatory for any bargaining unit member actively employed on or after September 1, 2014, who would be entitled

to severance pay under Article 12, and who is or will be age 55 years or older in the calendar year in which the bargaining unit member retires, or, in the case of a retired/rehired bargaining unit member, resigns.

- b. If a retiring bargaining unit member is a participant in the Valic 403(b) Plan, an employer contribution shall be made on his/her behalf under the Valic 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article 12 Section 12.01.
  - c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article 12 section 12.03 regarding the payment of severance pay and shall be made within the timeframe described in Article 12 regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the Valic 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the Valic 403(b) Plan after the first payroll date in January of the next calendar year.
  - d. A bargaining unit member who is a participant in the Valic 403(b) Plan shall complete a Valic 403(b) enrollment package prior to retirement; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the Valic 403(b) Plan on behalf of the bargaining unit member.
  - e. If a bargaining unit member is entitled to have a contribution paid to the Valic 403(b) Plan and dies prior to such contribution being paid to the Valic 403(b) Plan, the contribution shall be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the Valic 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Plan will be paid to the deceased's estate.
  - f. The Plan year of the Valic 403(b) Plan shall be the calendar year.
  - g. After adoption of the Valic 403(b) Plan, any administrative fees shall be borne by the Valic 403(b) Plan Participants.
3. Any bargaining unit member who is entitled to severance pay who is not an eligible participant in the Valic 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Article 12, Section 12.01. The bargaining unit member may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") or Code Section 457(b) as permitted by law and Board policy.
4. All contributions to the Valic 403(b) Plan, all deferrals to a TSA and/or a 457(b), and all check payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the BESPAs guarantees any tax results associated with the Valic 403(b) Plan, deferrals to a TSA or check payments made to the bargaining unit member.
5. In the event a bargaining unit member is ineligible to participate in the 403(b) Plan and

dies, the Severance Pay shall be paid to the employee's estate.

**ARTICLE 13. HOLIDAYS AND VACATIONS**

**HOLIDAYS**

**13.01 HOLIDAYS: ELEVEN (11) AND TWELVE (12) MONTH EMPLOYEES**

The following days shall be considered legal paid holidays for eleven (11) and twelve (12) month employees:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Workday after Thanksgiving Day	Presidents' Day
Workday before Christmas Day	Good Friday
Christmas Day	Memorial Day
Workday after Christmas Day	Independence Day
Workday before New Year's Day	

**13.02 HOLIDAYS: NINE (9) AND TEN (10) MONTH EMPLOYEES**

The following days shall be considered legal paid holidays for nine (9) and ten (10) month employees<sup>†</sup>:

Labor Day	Workday before New Year's Day
Thanksgiving Day	New Year's Day
Workday after Thanksgiving Day	Martin Luther King Day
Workday before Christmas Day	President's Day
Christmas Day	Good Friday
Workday after Christmas Day	Memorial Day

**VACATIONS**

**13.03 VACATIONS: ELIGIBILITY**

Members of the bargaining unit who are employed for eleven (11) months or more per year shall annually be eligible for paid vacation as follows:

After 1 year of employment ten (10) times the contracted daily hours (July 1 – June 30). (Example: a 6.5 hour employee would receive 65 Vacation Leave hours per year).

After 5 years of employment fifteen (15) times the contracted daily hours (July 1 – June 30). (Example: a 6.5 hour employee would receive 97.5 Vacation Leave hours per year).

After 10 years of employment twenty (20) times the contracted daily hours (July 1 – June 30). (Example: a 6.5 hour employee would receive 130 Vacation Leave hours per year).

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<sup>†</sup> Refer to Article 14.07, paragraph 2, for out-of-district schedules.

After 15 years of employment twenty-five (25) times the contracted daily hours (July 1 – June 30). (Example: a 6.5 hour employee would receive 162.5 Vacation Leave hours per year).

**13.04 VACATION YEAR**

- A. Vacation shall be taken in the year, July 1 - June 30, for which it has been earned. The Board agrees to pay annually, unused vacation of up to but not more than the lesser of sixty four (64) hours (July 1 – June 30) or eight (8) times the contracted daily hours. Payment is processed only at the employee's request.
- B. Unused vacation leave may be accumulated at the end of each contract year not to exceed the lesser of sixty four (64) hours or eight (8) times the contracted daily hours. Vacation leave in excess of the lesser of sixty four (64) hours, or eight (8) times the contracted daily hours shall be converted to sick leave at the end of the contract year.

**13.05 ACCUMULATED VACATION**

Upon proper notice from an employee, any accumulated vacation time shall be paid upon termination of employment.

**13.06 UNPAID VACATION**

When an employee requests to take an unpaid vacation of the lesser of forty hours, or five (5) times the contracted daily hours, the employee shall make a written request to his/her immediate supervisor. Applications of the lesser of forty hours, or five (5) times the contracted daily hours may be approved by the administration. Requests for unpaid vacation in excess of the lesser of forty hours, or five (5) times the contracted daily hours, will be placed on the Board agenda. The request must be submitted in a timely manner prior to the Board meeting when the leave will be considered. Unpaid vacations need to be approved by the Business Manager and are to be used when other school district calendars do not match the Brunswick City School District Calendar.

**ARTICLE 14. PREMIUM TIME**

**14.01 PREMIUM TIME**

- A. Employees shall be paid at one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) consecutive hours, or for hours in active pay status in excess of forty (40) hours per week.
- B. When any employee is called back to work after his/her regularly scheduled work or any scheduled overtime, said employee will be paid for a minimum of two (2) hours at the applicable rate of pay.
- C. Employees may accept additional work hours within the five (5) day workweek not to exceed the requirements of 14.01A, at the regular rate of pay. Reasonable efforts will be made to offer additional work hours to regular employees within the classification and building before utilizing substitute employees.
- D. Premium time may be compensated by one and one-half (1 1/2) hours of compensatory time

for every hour of premium time worked up to an accumulation of forty (40) hours of compensatory time. This alternative to financial compensation applies only when requested by the employee and authorized by the Superintendent or his/her designee at the time the premium time is authorized. Compensatory time may be used at a time mutually agreed between the bargaining unit member and his/her immediate supervisor. Compensatory time must be used within ninety (90) calendar days of the date when earned, or it will automatically be extinguished as compensatory time and paid as financial compensation for premium time with the next payroll.

- E. Regular paraprofessionals shall be paid an additional compensation of \$5 per day when assigned to provide an attendant function such as feeding, toileting or changing incontinent student briefs or clothing. This provision does not include non-attendant functions such as supervising special education students in and around the school setting or other reasonable tasks as assigned. Appropriate training shall be provided by the Board.

#### **14.02 OVERTIME**

- A. Overtime within a building will first be offered to persons regularly assigned within that building who are in the department for which overtime is required.
- B. Overtime shall be posted and assigned in rotation according to seniority to those people requesting the overtime. In case of emergency where the overtime work requires a specific skill which the member next in line for overtime does not have, such overtime may be granted to a member designated by the Administration.
- C. When a bargaining unit member is required to work on a Sunday, such employee shall be paid for all hours worked at two (2) times his/her regular rate of pay.

#### **14.03 CALAMITY DAYS**

- A. Employees shall be required to work on days when schools are closed due to a district/building(s) calamity if specifically requested by the Administration.
- B. If an employee is required to work on a district/building(s) calamity day, such employee shall be paid for all hours worked at two (2) times his/her regular rate of pay.
- C. If a calamity day is declared after an employee arrives at work, such employee shall be given additional pay only for all regularly scheduled hours the employee is required to be on the job site work after the calamity day has been declared. His/Her rate of pay shall be at two (2) times their regular rate.
- D. All other contract and hourly personnel shall not be required to work on days when schools are closed due to a calamity, but shall be compensated at their regular rate of pay. If days are made up at a later date, employees shall work the make-up days without additional compensation.
- E. Calamity day's time off shall not be counted in determining an employee's sick leave, personal leave or vacation.
- F. When an out-of-district school is deemed a calamity day, but Brunswick City Schools are

still in session, the out-of-district driver, who is in pay status, will be assigned to drive an open Brunswick City Schools bus route or any other duty assigned by a Supervisor.

**14.04 HOLIDAY PAY**

- A. Employees shall be paid their regular pay for those holidays as provided in Article 13. An employee will only receive holiday pay provided they are eligible pursuant to Section 6.01.
- B. Any employee required to work on a paid holiday shall be paid time and one-half (1 1/2) plus the holiday pay [total of two and one-half (2 1/2)] the regular rate of pay including the one (1) hour minimum pay for building checks.

**14.05 NO PYRAMIDING OF PREMIUM TIME**

There shall be no pyramiding of premium time.

**14.06 SUMMER WORK FOR NINE (9) AND TEN (10) MONTH EMPLOYEES**

Summer work being offered for pay within a building will be offered to persons in that job classification in that building according to seniority before being offered to other employees. If the job is awarded to an employee outside of the work classification, that employee will be paid at the rate of eleven dollars (\$11.00) an hour. Those nine (9) and ten (10) month employees who wish to be considered for summer work shall indicate their interest in writing no later than June 1st on a form which will be provided by the Board. Applicants for summer work must be available for duty for the entirety of the summer work schedule and must be capable of performing the expected duties for the assigned summer work. Summer work in the transportation department will be awarded in accordance with Article 15.10 C.

**14.07 WORK OUT OF DISTRICT**

A bargaining unit member is responsible for following all calendars for all schools of which their run consists.

If your out-of-district calendars' breaks differ from Brunswick City School District's calendar, you are still entitled to five (5) paid holidays during the Christmas holiday and will not be entitled to time and a half in addition to holiday pay because the school calendars differ. This should also be true of other breaks, i.e., Thanksgiving and Good Friday.

Bargaining unit members assigned to a non-Brunswick school can submit in writing for approval at the time of bidding that they be given unpaid time off when the non-Brunswick school is in session.

A bargaining unit member is responsible for following all calendars for all schools of which their run consists including calamity days as stated in Article 14.03 D.

## **ARTICLE 15. STUDENT TRANSPORTATION**

### **15.01 BUS WASHING**

The Board has the responsibility for washing the outside of the bus, frequency to be determined by the Supervisor and dependent upon weather conditions. Those drivers interested in bus washing shall have their names placed on a rotating list, senior-most driver first. Once the driver has had a turn, their name goes to the bottom of the list. The operators shall be responsible for maintaining the cleanliness inside the buses.

### **15.02 ANNUAL BUS CLEANING**

The annual cleaning and washing of the interior of the bus at the end of the school year will be the driver's responsibility and with the option of doing it themselves or having it placed on the General Garage Assignment list (15.10 (c)). The driver shall be paid at their regular hourly rate for (3) hours, and not to exceed Sixty Dollars (\$60.00) per bus. The Board shall provide the supplies required for bus cleaning. The operators shall be responsible for maintaining the cleanliness inside the buses.

### **15.03 MECHANICS**

A. The Board will provide all tools necessary to maintain and repair Board-owned vehicles and equipment.

B. The Board of Education will provide up to one hundred twenty five dollars (\$125.00) annually for safety footwear per mechanic from an approved selection of footwear. Employees must be in active pay status at the time of purchase and wear the footwear on a daily basis in the performance of their job. A one (1) time reimbursement will be made on an annual basis within thirty (30) days following submission of an appropriate receipt to the Treasurer's Office. The Board of Education will provide each mechanic with a heavy work jacket every contract.

C. Summer Months

During the months of June, July and August (non-student days), mechanics may request the option of working a four (4) day, ten (10) hour shift or their regular school year shift as set forth in Article 6.02B. These shifts will run Mondays through Fridays. No more than two (2) mechanics will be scheduled off on any given day during the four (4) day shift. Departmental seniority will determine preference.

Benefit days such as vacation, personal, sick, or holiday shall be considered in hours, not days (benefit days will be charged only in quarter day or greater increments). Mechanics scheduled off for the July 4th holiday will be given their following scheduled work day off as a paid holiday. Shift approval will be made and posted by the Transportation Supervisor.

D. Snow Plowing

Mechanics shall receive a shift differential pay for hours worked plowing snow when snow plowing time does not occur during the regular shift or does not otherwise qualify for overtime as set forth in Article 14.01A. The shift differential will be equal to an additional

fifty percent (50%) over regular pay. Mechanics required to plow snow will receive this shift differential. Mechanics who plow snow shall not be denied the right to work their regularly scheduled shift.

**15.04 RETURN FROM LEAVE OF ABSENCE**

A bus operator on approved leave of absence shall return to his/her assigned bus route, if in existence, or, if not, to a bus route most comparable in assigned hours. Where not otherwise specified in this Article, seniority will be followed in questions of assignment. The vacancy shall be filled by a temporary driver pursuant to Section 15.17.

**15.05 ODE REGULATIONS**

All regulations of the Ohio Department of Education regarding transportation shall be incorporated herein by reference.

**15.06 DAILY BUS CLEANING**

Brooms and small wastebaskets shall be maintained on buses and used by the operator daily.

**15.07 STUDENT MISBEHAVIOR**

When student misbehavior occurs on the bus, the driver must submit a written report to the building principal within 24 hours on a form to be provided by the Board.

**15.08 FIELD TRIPS**

- A. The Association shall attempt to provide a list of a minimum twenty (20) names of field trip bus operators. The list will be coordinated by the Field Trip Coordinator and the Transportation Coordinator. Names may be added or deleted during the school year. A supplemental list of substitute bus operators shall be used when the regular field trip list is exhausted. Drivers for field trips shall be selected in the following order: (1) the regular field trip bus list; (2) from the supplemental substitute bus operator list.
- B.
  1. A Field Trip Coordinator, who will be supervised by the Transportation Coordinator, shall be paid a minimum of two (2) hours, maximum of three (3) hours [not to exceed eight (8) hours of work per day], shall be responsible for overseeing, coordinating and assigning approved field trips. The Field Trip Coordinator must be present when all field trips are assigned. An alternate coordinator shall be appointed by the Association President if Coordinator is not available. If both Coordinators are unavailable, any Association officer will serve. If no Association officer is available, any Association member may serve.
  2. There shall be a monthly meeting between Administration, the Field Trip Coordinator, and BESPAs representatives to discuss field trips.
- C.
  1. Field trip refusal received by the Transportation Department Head more than twenty-four (24) hours before field trip departure shall be reassigned with the Field Trip Coordinator present. Field trip refusal received less than twenty-four (24) hours before departure shall be assigned in rotation in the field trip list. The refusal of an assigned

field trip with less than twenty-four (24) hours notice shall not be charged to the driver.

2. All field trips involving the use of school vehicles shall be driven by drivers completing the State of Ohio certification standards. When there are seven (7) or fewer students participating in a field trip, a bargaining unit member shall not be required to transport the students.

The Transportation Coordinator will be consulted about van availability. Only persons employed by the Board or approved by the Board as athletic or activity advisors will be permitted to drive the School District van. Complete directions, including maps to the location, parking arrangements and emergency phone numbers shall be made available to the field trip driver. When field trips are scheduled to a location where previous incidents have occurred, escorts shall be provided for all buses arriving and leaving that location.

3. All field trip requests should reach the Student Transportation Service Department seven (7) calendar days prior to the event. Field trips shall normally be scheduled to start after the end of the regularly scheduled bus run. Exceptions may be made with reasons specifically given.
  4. Third-party haulers may be used for Ski Club trips and out-of-state trips in excess of one hundred twenty (120) miles one way from state line. A maximum of six (6) additional coach trips per school year, limited to two (2) trips per activity or sport, will be permitted.
- D.
1. Field trip drivers shall be paid from the time of departure specified on the field trip request until actual time bus has been unloaded.
  2. Forty-five (45) minutes paid time for preparation, travel and cleanup will be added to each field trip that does not follow a bus run. Additional paid clean up time will be added, if necessary, with the approval of the Department Head of Transportation Services.
  3. When a scheduled in-district field trip immediately follows a bus run, there will be no prep time. Additional paid clean up time will be added, if necessary, with the approval of the Department Head of Transportation Services.
- E. Field trip drivers shall not be responsible for items left on the bus.
- F. All field trips taken shall be charged on the field trip assignment/rotation chart to the driver.
- G. Field trips are not subject to any of the provisions of Article 14 (Premium Time).
- H.
1. An out-of-district field trip driver shall be guaranteed a minimum of two (2) hours for each trip, which shall include the forty-five (45) minutes of preparation time.
  2. For an in-district field trip that immediately follows a bus run, the driver shall be guaranteed a minimum of one and one-half (1-1/2) hours for each trip, which shall include the forty-five (45) minutes of preparation time.

3. An out of district field trip driver shall be paid a minimum of two (2) hours if a field trip is canceled within twelve (12) hours of departure time, unless such cancellation is the result of weather conditions, making travel hazardous as determined by the Administration.
  4. For an in-district field trip that immediately follows a bus run, the driver shall be paid a minimum of one and one-half (1-1/2) hours if a field trip is canceled within twelve (12) hours of departure time, unless such cancellation is the result of weather conditions, making travel hazardous as determined by the Administration.
- I. A regularly assigned driver who also has agreed to drive field trips may choose to drive a field trip rather than his/her regularly assigned route if the field trip meets or exceeds his/her regular route pay. Efforts will be made not to break regular routes in order to be eligible for a field trip.
  - J.
    1. Field trips shall not be broken up into "pick-up only" and/or "drop-off only" for after school hours and weekend trips when the field trip is of six (6) hours or less duration. If it is necessary to break up a trip, both parts of the trip shall be assigned to the same driver and the driver shall be guaranteed a minimum of three (3) hours for each part of the trip.
    2. If it is necessary to "break up" a trip during the school day, the driver shall be guaranteed a minimum of two (2) hours for each part of the trip with the exception of in-district field trips.
    3. If the trip is not "broken up" the driver shall be in regular field trip pay status for the entire duration of the field trip and remain at the designated field trip site. The driver may, with coach/advisor's permission, leave the site for meals/restroom break.
  - K. The field trip bus operator rate of pay shall be that driver's hourly rate. The lowest rate of pay for any school bus field trip will be Step 1, Bus Driver Salary Schedule.
  - L. Transporting of Inter-scholastic athletes to practice sites within school district boundaries will be considered an extension of a route. If such transportation extends the route, the driver will be compensated per hourly rate. All other out of district transportation of students for after school activities will be considered a field trip.

**15.09 INSPECTION AND WARM-UP**

Drivers will be provided fifteen (15) minutes for inspection and warm-up each day. Where a driver does not have a layover of at least fifteen (15) minutes, then fifteen (15) minutes shall be provided for cleaning the bus on the morning run.

**15.10 RIGHTS AND RESPONSIBILITIES**

- A. A classification seniority list of regular bus drivers shall be posted by the Transportation Coordinator and kept up to date. This seniority list will be developed using the following guidelines: Seniority start date will be the day following the posting date or the first day assigned to the bus run, whichever is last. This method of developing a seniority list may present situations in which the Board of Education will be hiring employees with start dates

prior to the Board of Education meeting. It must be understood that while these guidelines will be followed, there will be no retroactive pay for the employees who fall into this situation. Then Section 19.09 will be followed. This seniority list shall be used for purposes of assigning routes.

- B. All open routes will be posted at the bus garage for at least five (5) days. Such open routes will be filled by seniority of those drivers who bid on these routes, except as limited by Section 15.14. Information regarding any changes in bus routes/runs will be provided to the driver assigned to the route/run.
- C.
  - 1. Regularly anticipated extra work assignments which are to be offered to bus drivers shall be posted for pick, by seniority, under the heading of "General Garage Assignments" and shall include, but not be limited to vehicle washing, degreasing, custodial, seat repair, general bus maintenance and bus routing.
  - 2. Additional regular work assignments that become available during the year shall be posted for bid by seniority.
  - 3. Applicants for summer work must be available for duty for the entirety of the summer work schedule and must be capable of performing the expected duties for the assigned summer work as set forth above under "General Garage Assignments."
- D. Midday routes shall be posted and assigned to the Senior most regular driver.
- E. Any route that becomes available during the school year shall be posted for at least five (5) working days and shall be open to all regular bus drivers for selection except that each driver is eligible for only one route change after being assigned to their first regular run during the school year. Any driver interested in the posted route change may sign the posted sheet and the assignment shall be made to the most senior eligible applicant. A copy of the signed route bid sheets shall be provided to the Association.
- F.
  - 1. A bus route consisting of one run shall be guaranteed a minimum of one and three-fourths (1 3/4) hours. A bus route with two (2) or more runs shall be guaranteed a minimum of two (2) hours. A midday route shall be guaranteed a minimum of one and three-fourths (1 3/4) hours. Guaranteed minimum time shall include time for inspection and warm-up per Section 15.09.
  - 2. Employees who are regularly scheduled to perform special education paraprofessionals duties who ride on a midday bus run, will be paid for a minimum of one and one-half (1 1/2) hours for that run.
  - 3. There shall be no pyramiding of guaranteed minimum time.
- G. Spare buses shall be started on a regular basis as determined by the Transportation Supervisor.
- H. The Board will reimburse employees requiring CDLs for the full cost of a CDL (new or renewal) which is obtained during that contract year in which they work one hundred twenty (120) days. Reimbursement will occur at the end of the year for first year drivers in active pay status at that time. All drivers with more than one (1) year seniority will be reimbursed

thirty (30) days from the day the receipt is turned into the Treasurer's Office.

- I. Drivers or mechanics who are uninsurable will be subject to termination.
- J. Positions shall be assigned on the basis of qualifications and seniority. Should an operator bid on a special education run and he/she does not possess the qualifications as documented in the operator's official personnel file, the operator shall retain her/his current driving assignment or be transferred to a vacant position with comparable compensation and benefits.

#### **15.11 BUS ASSIGNMENTS/REPLACEMENTS**

- A. Each driver shall keep their existing route and bus until the bus is replaced, the driver applies for and is assigned to a different route or a change is necessary to increase efficiency or reduction of overload. When a bus is replaced each driver shall keep his/her same route with a replacement bus.
- B. In order to manage a more cost effective fleet, in the event the Board of Education wishes to purchase any 84 passenger buses, these buses will be assigned to a particular bus run and will stay with that bus run. If the driver chooses to bid on a different bus run, he or she will be assigned a different bus. Any driver bidding on an open bus run assigned to an 84 passenger bus must give up their current bus in order to bid on the open run.

#### **15.12 DRIVER RESPONSIBILITIES**

- A. Drivers shall check oil and radiator overflow bottle and report when fluids are needed. Mechanics shall be responsible for adding fluids to the bus.
- B. Buses shall be started early when national weather forecast is temperature of five (5) degrees Fahrenheit or below at 4:00 A.M.

#### **15.13 SPECIAL EDUCATION RUNS/BUS PARAPROFESSIONALS**

- A. A special education paraprofessional and other support staff personnel can bid on more than one (1) run (i.e. A.M. and P.M.).
- B. The hours of special education paraprofessionals will be restricted to a maximum of eight (8) hours whenever possible.
- C. Special education paraprofessionals should be qualified to handle the program needs bid upon. Specifically, they should be able to effectively assist with the needs of the individual disabled students.
- D. Special education paraprofessionals cannot bid on a run that conflicts with his/her assigned hours of school duty.
- E. Special education paraprofessionals bidding on a run, other than one originating from their assigned school building, will be responsible for their own transportation to and from the building. The District will not pay mileage. Paraprofessionals with two (2) or three (3) consecutive bus runs will have the option to be picked up and dropped off at the building of origin as long as the driver's and the paraprofessional's hours are not affected.

- F. Vacant runs, not taken by special education paraprofessionals, will be offered to other employees who will be trained for the position and whose existing work schedule does not interfere with the bus run. Special education paraprofessionals will have priority over other staff.
- G. If it becomes impossible, impractical or financially inefficient to fill the bus runs with special education paraprofessionals or other employees, then the positions will be assigned to the least senior, special education paraprofessional of the program and school of origination (e.g., MH high school).
- H. The assignment of the least senior paraprofessionals will occur no sooner than three (3) days following notification, unless mutually agreed upon.
- I. The bidding process will be supervised by the Association. Runs will be posted in early August.
- J. Special education paraprofessionals/employees who are assigned a bus run and who are otherwise assigned to a non-Brunswick school, will be expected to take their bus run even on days the non-Brunswick school is not in session (e.g. calamity days, holidays, breaks, etc.). Alternatively, the employee can request, in writing, at the time of the bidding that they be given unpaid time off when the non-Brunswick school is not in session. In that instance, the run will be filled by a substitute.
- K. Paraprofessionals taking field trips will be compensated for hours worked beyond regular hours. No out-of-pocket expenses for entry/admission fees or toll fees shall be incurred when the employee is acting as an employee of the District.
- L. Paraprofessionals who are expected to monitor children during inclement weather shall be provided with a hooded raincoat. BESPAs Paraprofessionals will be given input on design and type of raincoats. The number of raincoats is to be determined by the Director of Student Services.
- M. Once a paraprofessional has been awarded a position on the bus, if the position is abolished or reduced, there will be no reduction in the salary. The Board reserves the right to reassign the bargaining unit member to another service area.

**15.14 ESTABLISHMENT OF BUS ROUTES**

- A. A bus route shall be defined as a sequence of bus runs (a.m., p.m. or noon). A bus run shall be defined as a sequence of bus stops to and from school. A special shuttle run shall be defined as the transportation of students from one school building to another or the transportation of one or more students to or from a bus stop to a school building. A bus stop is a designated location where students are picked up or dropped off.
- B. Bus routes are to be established by the Transportation Coordinator within thirty (30) Brunswick City School District calendar days of the first student day of each school year. Bus routes will then be approved by the Board. This limitation will be extended to forty-five (45) days for those routes that have had major routing changes. The time established for such bus routes will be guaranteed for the remainder of the school year, except for the following:

1. Layoffs
  2. Special shuttle runs
  3. Midday Special Education runs
- C. Route changes, verified or initiated by the Transportation Coordinator, that cause a route to increase by thirty (30) or more minutes or result in eligibility for benefits will be posted for bid. Any reassignments resulting from this bidding procedure will be limited to two (2) routes.
  - D. When there is a change in a scheduled workday due to a field trip (re: midday), orientation, or any other reason, the driver and/or bus monitor affected by the change will have the right to take that time as non-paid without penalty and covered as properly excused.
  - E. If after a route has been bid and assigned, there is a reduction in time up to fifteen (15) minutes per day and such reduction disqualifies the employee for insurance benefits, the employee will retain benefits for the duration of the school year.
  - F. Each operator shall be paid one and a half hours (1.5) per school to rewrite route sheets/seating charts, once at the beginning of the school year; these will be updated regularly for no additional pay.

**15.15 SPECIAL SHUTTLE RUNS**

If the special shuttle run is canceled on a given day, the driver assigned to that run will be paid his/her regular compensation for that day. In this event, the driver may be assigned to other driving duties by the Transportation Coordinator.

**15.16 JACKETS**

The Board will provide all bargaining unit members in the transportation department/special educational paraprofessionals, who have been approved by the student services administrator, with an official Brunswick City School District driver jacket once per contract term. Bargaining unit members will be given input on the design and type of jacket.

**15.17 TEMPORARY DRIVERS**

There is hereby created a category of driver (who shall be members of the bargaining unit) known as "temporary driver." Temporary drivers are those who are employed to fill a regular driver position on a temporary basis.

- A. Positions which become vacant for more than thirty (30) consecutive working days because the regular driver assigned to that position is on sick leave or is on any Board approved leave of absence or is absent while receiving temporary or total permanent or partial disability payments under Workers' Compensation or because the regular driver assigned to that position is serving a probationary period for a new position, shall be known as temporary positions and shall be filled with a temporary driver.
- B. Temporary drivers may be employed in that capacity for the duration of the temporary

position and shall not automatically become regular or permanent drivers merely by length of employment.

C. Temporary drivers shall have the following rights:

1. All rights of regular drivers under the terms of this Agreement, except to the extent limited by this Article.
2. If a temporary driver is subsequently employed as a regular driver, his/her service as a temporary driver shall be considered as part of any probationary period which may be required of regular drivers, provided the last day of service as a temporary driver is within thirty (30) working days of service as a regular driver.
3. If a temporary driver is subsequently employed as a regular driver, his/her seniority shall be computed as of the first date of service as a temporary driver, provided the last day of service as a temporary driver is within thirty (30) working days of service as a regular driver.

- D. 1. Upon the return to service of the regular driver whose position has been filled by a temporary driver, the regular driver shall resume his/her position and that position shall no longer be considered to be a temporary position. In this event, the temporary driver who is thus displaced shall have the right to bump another temporary driver provided such other temporary driver has less seniority.
2. A temporary driver who has been bumped may then bump another temporary driver provided such other temporary driver has less seniority.
3. If there is no other temporary driver with less seniority, the employment of the temporary driver shall end.

**15.18 MIDDAY RUNS AND LONG TERM LEAVES OF ABSENCE**

Midday bus runs, which are open due to the long term leave of absence of the regular driver, shall be posted as a temporary midday run for five (5) days at the Transportation Office. The run shall be posted at the same time the regular run is posted as a temporary run. Drivers are eligible to bid for midday temporary runs. Regular midday drivers are not eligible to bid on a transfer to a temporary midday run.

**15.19 DISCIPLINE (TRANSPORTATION DEPARTMENT)**

Unless an action/issue is of an emergency nature, disciplinary action will initially be addressed by the Transportation Coordinator/Supervisor.

**ARTICLE 16. FOOD SERVICE/DEPARTMENT OF CHILD NUTRITION**

**16.01 GENERAL PROVISIONS**

The Food Service operation of the District shall be treated as a partnership between Food Service employees and the Board of Education. The District will coordinate food purchase and

distribution; Federal Lunch Program; all Federal and State reporting requirements through the decision-making process described in Section 16.02, below.

#### **16.02 RIGHTS AND RESPONSIBILITIES**

- A. The Administration will select a Food Service Coordinator for the Department. The Food Service employees will assist in this selection. The Food Service operation partnership will function on a site-based decision-making process model. All information relative to Food Service operations will be provided by the Coordinator to the Business Manager in a timely fashion including, but not limited to, all financial reports related to the department.
- B. Food Service Department will function as follows:
  - 1. If the building administrator, building cafeteria manager, and Food Service Coordinator agree, the option will be implemented unless there are additional financial costs to Food Service or a disagreement.
  - 2. If there are additional financial costs or disagreements, it will then proceed to the Business Manager with a proposal from the building administrator and the Food Service Coordinator. The following actions can be taken:
    - a. If the Business Manager approves the request the option will be implemented.
    - b. If the Business Manager denies the request, the Food Service Coordinator or the building administrator can appeal to the superintendent with input from both parties.
  - 3. Superintendent's decision shall be final unless the Board of Education approval is required.
- C. Prior to significant changes in Food Service operations, the Superintendent or his/her designee shall solicit or seek input from the Food Service Department Coordinator, BESPA President and the administration.
  - 1. When vacancies occur, the Business Manager will have the right to determine the hours of the new employee to control cost factors and also enhance efficiency.

#### **16.03 WORKING CONDITIONS**

- A. All District owned equipment assigned to food service, including the Food Service van, will be maintained and repaired at a 35/65 ratio (Board/Food Service) split of the outside repair costs by the District and the Food Service account after the District covers the first \$2500 per contract year.
- B. Any equipment used by non-Food Service employees, during the student day, shall be with the permission and supervision of the cafeteria manager or his/her designee. No Food Service equipment shall be used by any group or individual unless the Cafeteria Manager is

notified in advance and Board of Education policy and regulations are followed.

- C. Any nonschool organizations who use any Food Service facilities including equipment, will be charged an appropriate fee determined per Board policy. This shall include the wages for the supervising Food Service employee(s) if applicable. Rental fees and wages shall be deposited into the Food Service account.
- D. The Treasurer's Office and the Building Administration will assist the Food Service Department in the collection of unpaid lunches. The Treasurer's Office will reimburse the Food Services Department for unpaid elementary lunches at the end of the school year.
- E. The Treasurer's Office will reimburse Food Service for food lost due to negligence on the part of custodial/maintenance personnel.

**16.04 LEGAL HOLIDAYS**

- A. Holidays for Food Service employees will be consistent with Section 13.02 of this Contract.

**16.05 CONTRACT DAYS**

The contract days (paid days) shall be determined by the number of serving days. A serving day shall be defined as a day, by school building, when meals are prepared and served to students. The Cafeteria Managers, Assistant High School Manager, and Cooks will be paid for work performed the day before and day after the student school year. In addition, Food Service employees will be paid two (2) mandatory inservice days planned by the Food Service Coordinator and Business Manager. When activities for an entire school building are scheduled, that are not on the original annual published school calendar, and such days and hours are a part of the Food Service employee's annual hours that result in lunches not being served, Food Service employees shall not suffer a loss of wages or benefits.

**16.06 FOOD SERVICE CLERK**

The Food Service Clerk will be compensated based on two hundred sixteen (216) workdays. These days will be coordinated with the scheduled workdays of the Food Service Coordinator. The hours worked will be a minimum of six (6) hours per day, with the hours established at the beginning of each school year by the Food Service Coordinator.

**16.07 CATERING**

- A. Catering is not subject to any of the provisions of Article 14 (Premium Time).
- B. The Food Service Department will make its own decisions as to which, if any, outside functions it will cater. The Superintendent, with input from the Food Service Coordinator, will recommend to the Board of Education at the beginning of each school year the rate of pay Food Service employees will receive when they work an outside catered function. Any revenue generated by Food Service employees shall be deposited into the Food Service account. The District may contract out catered functions when the Food Service Department is unwilling or unable to cater a particular event.

## **ARTICLE 17. MAINTENANCE SERVICES**

### **17.01 UNIFORMS/ALLOWANCES**

Maintenance Services employees shall be provided six (6) uniform changes per week. Maintenance Services employees will also be provided with five (5) BCSD T-shirts at the beginning of each school year.

### **17.02 SHOES/ALLOWANCES**

The Board of Education will provide up to one hundred twenty five dollars (\$125.00) annually for safety footwear per maintenance employee from an approved selection of footwear. Employees must be in active pay status at the time of purchase and wear the footwear on a daily basis in the performance of their job. A one (1) time reimbursement will be made on an annual basis within 30 days following submission of an appropriate receipt to the Treasurer's Office.

### **17.03 TOOLS**

The Board will provide all tools necessary for each Maintenance Services employee to maintain and repair Board owned equipment and property.

### **17.04 COMMERCIAL DRIVERS LICENSE (CDL)**

The Board will reimburse Maintenance Services employees requiring CDLs for the full cost of a CDL (new or renewal) which is obtained during that Contract year. Reimbursement will be made within 30 days following submission of an appropriate receipt to the Treasurer's Office. Maintenance Services employees must be in active status at the time reimbursement is paid.

### **17.05 LICENSE/CERTIFICATE**

The Board will reimburse Maintenance Services employees for any license/certificate or any license/certificate renewal including a Boiler License, Asbestos Certificate, or other applicable license/certificate and/or renewal required by the Board. Reimbursement will be made within 30 days following submission of an appropriate receipt to the Treasurer's Office. Maintenance Services employees must be in active status at the time reimbursement is paid.

### **17.06 HOURS OF EMPLOYMENT**

#### **A. School Year**

Two (2) Maintenance Services positions may be scheduled for second shift during the school year. The second shift maintenance schedule will be from 2:00 p.m. to 10:30 p.m., unless mutually agreed to alternate hours are established by the employee and Administration prior to the beginning of each school year. If, at the end of the time of the initial posting of the second shift positions, three (3) or more current employees apply, the positions will be filled on a rotating, monthly basis. If fewer than two (2) current employees apply for the initial posting, the least senior departmental employee(s) will be assigned to fill the vacancies. If at any point only two (2) employees are working second shift, subsequent second shift vacancies will not be posted on a rotating basis.

B. Summer Months

During the months of June, July and August (non-student school days), maintenance employees may request the option of working a four (4) day, ten (10) hour shift or their regular school year shift as set forth in Article 6.02B. These shifts will run Mondays through Fridays. No more than two (2) Maintenance Employees will be scheduled off on any given day during the four (4) day shift. Departmental Seniority will determine preference.

Benefit days, such as vacation, personal, sick or holiday shall be considered in hours, not days. Maintenance employees scheduled off for the July 4<sup>th</sup> holiday will be given their following scheduled work day off as a paid holiday. Shift approval will be made and posted by the Facility Operations Supervisor.

**17.07 SNOW PLOWING**

Maintenance employees shall receive a shift differential pay for hours worked plowing snow when snow plowing time does not occur during the regular shift or does not otherwise qualify for overtime as set forth in Article 14.01A. The shift differential will be equal to an additional fifty percent (50%) over regular pay. Maintenance employees required to plow snow will receive this shift differential. Maintenance employees who plow snow shall not be denied the right to work their regularly scheduled shift.

**17.08 LEVEL I ADVANCEMENT**

Maintenance Level I employees with a minimum of three (3) years consecutive employment on active pay status as Maintenance Level I will be eligible for advancement to Maintenance Level II upon the completion of the following:

- A. A maximum of one (1) Maintenance Level I employee per contract year will be eligible for advancement. The Facility Operation Supervisor shall establish an eligibility list and will determine the sequence of this list. The list will be posted in a conspicuous place within the Maintenance Department Building.
- B. The Facility Operation Supervisor will assign the Maintenance Level I employee to assist three (3) Maintenance Level II employees for a period of three (3) months each, to run consecutively. Monthly progress reviews will be made with the employee, by the Facility Operation Supervisor. Progression to the next 3 month period is based on successful completion of the prior 3 month period.
- C. At the conclusion of the three (3) assignments (9 months), and passage of the Maintenance Level II Civil Service Test, the Facility Operation Supervisor will evaluate the Maintenance Level I employee in writing. The Facility Operation Supervisor will then have the option of advancing the employee to Maintenance Level II.
- D. Any Maintenance Level I employee that does not successfully complete the assignments within the twelve (12) month period from the start date will be placed at the end of the eligibility list.

**17.09 MAINTENANCE POSITIONS**

Bargaining unit members hired into the maintenance department after July 1, 2006 will be placed in the position of maintenance skilled, Maintenance Level II, Maintenance Level I or maintenance laborer.

Maintenance Level II employees may be promoted to the maintenance skilled position by completing one or more of the following:

1. Possesses and demonstrates experience in an approved skilled trade, and/or
2. Licensed in an approved skilled trade, and/or
3. Passage of the maintenance skilled civil service test, and/or
4. Recommendation by Department Supervisor to Business Manager.

**ARTICLE 18. CUSTODIAL SERVICE**

**18.01 MINIMUM PAY FOR CHECKING BUILDINGS**

Employees will receive a minimum of one (1) hour pay for each day on weekends or on paid holidays that they are required to check buildings. During inclement weather conditions over holiday periods or during weekends, Site Managers may check buildings that are closed when other custodial employees are not on duty. At the start of each school year, Site Managers who wish to be designated as first contact for police/fire/alarm company, vandalism and weather calls will notify the Business Office.

**18.02 BUILDING USE**

**A. Outside Work**

When an outside group rents a building for a fee, at a time a custodian is otherwise not assigned, the custodian(s) assigned to that building will be given the opportunity to work while the building is in use. The work will be assigned in accordance with overtime procedures. During this time, custodians may be assigned work by the site manager or supervisor. Whenever school facilities are rented, the District shall offer the required overtime to current bargaining unit members within the building prior to it being offered to substitutes. Next, overtime will be offered to bargaining unit members outside the building that have indicated their willingness to work overtime at other buildings. Overtime work shall be divided as equally as reasonably possible between classifications within the buildings, subject to availability and willingness to work the overtime.

When the building is utilized by school groups during non-first shift times over summer break, the custodial supervisor will ask for volunteers to cover the activity. If there are no volunteers the custodial supervisor may assign coverage by reverse seniority.

**B. Tools**

All appropriate tools and equipment necessary for the cleaning and maintenance of each building and grounds will be provided by the Board of Education as determined by the administration.

**18.03 SITE MANAGERS**

- A. Where there is no custodian regularly on duty in a building during the school day, the site manager shall be paid for eight (8) hours of work per day which includes a paid one-half (1/2) hour lunch period.
- B. Site managers will be provided with six (6) uniforms consisting of pants and shirt and five (5) BCSD shirts, replaced yearly, which will be worn during regular student school days. Site managers will be provided with winter seasonal appropriate attire (hats, coats, jackets, gloves and boots) which will be replaced as needed.

**18.04 FOOTWEAR AND UNIFORMS**

- A. The Board of Education will provide up to one hundred twenty five dollars (\$125.00) annually for safety footwear from an approved selection of footwear. Employees must be in active pay status at the time of purchase and wear the footwear on a daily basis in the performance of their job. A one (1) time reimbursement will be made on an annual basis within thirty (30) days following submission of an appropriate receipt to the Treasurer's Office.
- B. First, Second and Third shift custodians will be provided five (5) BCSD shirts at the beginning of each school year.

**18.05 SUMMER MONTHS**

During the months of June, July and August (non-student school days), custodial employees may request the option of working a four (4) day, ten (10) hour shift or their regular school year shift as set forth in Article 6.02B. These shifts will run Mondays through Fridays. In the buildings where only three (3) employees work, no more than one employee will be scheduled off on any given day during the four-day shift. In other buildings, no more than two employees will be scheduled off on any given day during the four-day shift.

Benefit days, such as vacation, personal, sick or holiday shall be considered in hours, not days. Custodial employees scheduled off for the July 4<sup>th</sup> holiday will be given their following scheduled work day off as a paid holiday. Shift approval will be made and posted by the Facility Operations Manager.

**ARTICLE 19. EMPLOYEE RIGHTS**

**19.01 PERSONNEL FILE**

- A. An employee may review his/her personnel file within a reasonable time after filing a written request with the Superintendent to review such file.
- B. Upon request, each employee shall be given a copy of any material presently in his/her personnel file after initial employment. A copy of any additional material to be placed in the employee's personnel file shall be given to the employee. Any additional copies of material requested by an employee shall only be made at such employee's expense.

- C. An employee may prepare a written response to any material contained in his/her personnel file, which response shall be attached to the material in question.
- D. Any employee interested in discussing the accuracy or relevancy of materials in his/her personnel file may request and shall be granted an opportunity to discuss questions of accuracy or relevancy with the Superintendent. Materials mutually deemed inaccurate shall be corrected and materials mutually deemed irrelevant shall be removed from the file. If there is disagreement between the employees and the Superintendent regarding the accuracy or relevancy of materials, the employee may insert in the file a statement of the reasons why the employee believes said material is inaccurate or irrelevant.
- E. In the event any person, other than the employee's supervisor or other administrator, seeks to review the personnel file of a member of the bargaining unit, the member shall be notified in advance of such review. Such notice to the employee shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. The employee shall have the right to be present at the time of the review and shall have the right to be accompanied by a representative of his/her choice.
- F. No material derogatory to an individual's conduct, service, character, or personality will be placed in her/his personnel file unless the employee has had an opportunity to review the material and has been given a copy. The employee will acknowledge that he/she has had the opportunity to review such material by affixing such signature to a copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and her/his answer will be attached to the file copy. Should the employee refuse to sign the file copy, such refusal shall be noted and the material may then be placed in the file.

## **19.02 EVALUATION**

- A.
  1. After the completion of an employee's probationary period, all members of the bargaining unit will be formally evaluated at least once each year by May 15th for nine (9) and ten (10) month employees and June 15th for twelve (12) month employees.
  2. The purpose of such an evaluation is to promote better understanding of the consistent requirements of each position and expectations of the Administration of the employee's productivity and the specific performance objective or targets to be achieved in a period covered by the evaluation and to point out and attempt to mutually correct any deficiencies the employee may have in his/her job performance. Copies of the written evaluation will be given to the employee evaluated and a copy will be filed in the employee personnel file.
- B. The employee shall sign the evaluation form and a space shall be provided on the form for the employee's comments. The employee's signature signifies only that the employee has seen and discussed the evaluation; the signature does not signify the employee agreed with the evaluation.
- C. Employees shall have an opportunity to discuss their evaluations with the evaluator. Where appropriate, suggestions for improvement will be made to the employee. No employee shall

be adversely evaluated without just cause.

**19.03 IMMEDIATE SUPERVISOR DEFINED**

- A. "Immediate supervisor" shall mean the building principal and/or appropriate administrative supervisor. All employees shall be given notice of who their designated immediate supervisor is at the beginning of each school year, or upon employment by the District.
- B. The immediate supervisor shall have the authority to set expectations, assign and supervise duties, direct work flow, evaluate performance and recommend and issue appropriate discipline within the scope of their responsibilities as defined by the Board of Education.
- C. The evaluation of performance and recommendation for discipline for support staff shall be performed by the building principal and/or the appropriate administrative supervisor.

**19.04 SUBSTITUTES**

- A. The Board shall provide a qualified substitute, at the discretion of administration, for all bargaining unit members who are absent.
- B. Special Education Paraprofessionals who substitute on an extra bus run will be guaranteed a minimum of one (1) hour for that run.

**19.05 PROBATIONARY PERIOD**

- A. There shall be a probationary period of Ninety (90) workdays (excluding summer break for nine (9) or ten (10) month employees) to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. A probationary employee who has lost work time due to illness or injury shall have his/her probation period extended by the length of the illness or injury. If the service of the new probationary employee is unsatisfactory, he/she may be removed or reduced at any time during the probationary period. If the probationary employee is removed, the reason for removal shall be submitted in writing to the employee without the right to grieve such action. Employees retained beyond the ninety (90) work day period shall have their system seniority computed as of their date of hire, their job classification seniority computed as of their latest date of entry into the job classification. During a new employee's ninety (90) work day probationary period, he/she shall have the right to make a lateral transfer to another position. However, probationary employees may be subject to an extension of the probationary period not to exceed forty-five (45) days or the balance of their probationary period, whichever is greater.
- B. An employee who has moved into a different department or a position that involves an advancement in the line of progression or when the position involves supervisory duties, shall complete a forty (40) day probationary period.
- C. If the transferred employee in Section B is unable to remain in his/her position, prior to or at the end of his/her probationary period, he/she shall have the right to return to his/her former position.

**19.06 TEACHING NOT REQUIRED**

Bargaining unit members shall not be required to teach classes. Every attempt shall be made to have a certified teacher cover a class when the regular teacher is absent. When no substitute teacher is provided, the paraprofessional's sole responsibility shall be to provide general supervision of students. If, in the event it becomes necessary for any bargaining unit member to be solely responsible for the general supervision of the class during regular instructional time for more than thirty (30) minutes, the bargaining unit member shall be paid an additional ten dollars (\$10.00) per hour for that sole supervision time.

**19.07 NONDISCRIMINATORY CLAUSE**

No employee shall be discriminated against by the Board or the Association or in violation of any federal or state laws prohibiting employment discrimination based on race, color, religion, sex, national origin, ancestry, a handicap or age. Moreover, neither the Board nor the Association shall discriminate against any employee because of membership in the Association.

**19.08 RIGHT TO REPRESENTATION**

Members of the bargaining unit shall have the right to be represented by the Association at any conference with the Administration. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representatives. The member shall notify the Administration of the number of representatives that will accompany him/her and shall notify the Administration of the name of the representative if that individual is not a member of the bargaining unit.

**19.09 EMPLOYMENT NOTICES**

- A. Employees shall annually be issued a written employment notice containing the following information:
  - 1. Date of initial employment
  - 2. Hourly rate of pay
  - 3. Classification
  - 4. Usual hours per day or usual hours per week
- B. In addition, if an employee is serving a probationary period, he/she shall be advised in writing of the date such probationary period ends.

**19.10 WORKERS' COMPENSATION**

- A. All employees covered under this agreement are protected under the Ohio Workers' Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application for benefits may be filed with the Bureau of Workers' Compensation. The Administration shall assist an employee in filing a Workers' Compensation claim. An injured employee shall have the option of applying for Workers' Compensation or using accrued sick leave.

- C. An employee who becomes unfit or unable to perform his duties in his assigned classification due to illness shall be given a fair consideration for reclassification based upon his ability to perform if an opening is available in the classification of his capacity.

D. Return To Work Program

1. When the employee sustains an injury believed to be work related, he/she will immediately report said injury to their immediate supervisor and complete all forms/procedures required by the BWC/MCO (Bureau of Workers' Compensation/Managed Care Organization).

2. If time off the regular scheduled assignment is necessary due to the allowed condition(s) in his/her claim, as certified by the treating physician, the following will take place to determine whether the employee qualifies for light duty:

(a) Before any employee is permitted to perform light duty work in any classification, due to industrial injury, the employee will be required to undergo a physical exam by an occupational physician. In addition, this occupational physician will evaluate all job descriptions to determine which classifications would be appropriate for the injured employee.

(b) The employee and management will work collaboratively in this temporary reassignment and in finding a light duty position for which the employee is otherwise qualified. Before the light duty assignment becomes effective, the Superintendent will review the assignment. An employee may move from one temporary reassignment to another temporary reassignment as their medical condition improves, and they are able to perform other duties not previously approved, as certified by an occupational physician. This option may give the employee a more progressive venue for rehabilitation.

(c) While the employee is assigned to another classification, the procedures under Article 7 will govern the filling of the employee's regular assignment.

(d) The employee, once placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, the employee and management will continue to collaborate to find an appropriate light duty position for which the employee is qualified.

(e) Employees will be paid at their regular wages while in the temporary assignment of another classification.

(f) The employee will remain in this position until they are released by an occupational physician or do not meet the responsibilities as stated in "d" of this section.

3. All parties recognize their responsibilities with respect to seniority, and understand that this temporary assignment to another classification does not constitute a vacancy or regular position and does not give the employee seniority in that classification. However, system seniority and seniority in the employee's regular

department/classification will be maintained.

4. Seeing that this "Return to Work" program is related directly to BWC claims, all regulations/policies and procedures of the BWC will be followed. Neither the Board nor the employee waives any rights or obligations under the Workers' Compensation statutes or rules and regulations.
5. At no time will the District place an employee who has received medical treatment on a task which has not been pre-approved by the occupational physician. A physician-approved job description is a "work prescription" to aid the employee to full recovery.
6. Any employee who declines light duty will not be disciplined. However, the Board reserves the right to challenge the employee's rejection of light duty in accordance with the Workers' Compensation statutes, rules and regulations. Likewise, the employee reserves the right to defend his/her refusal of light duty.
7. Nothing in this section is grievable under Article 4. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.

**19.11 ATTENDANCE AT DISTRICT PLANNED, PROFESSIONAL AND/OR INSERVICE MEETINGS**

- A. The Board may require employees to attend at least one (1) inservice meeting per year. The time and subject of the meetings shall be mutually determined by the Board and the Association.
- B. A committee consisting of one support staff member from each department appointed by BESPA and the Administration will be utilized in planning inservice training for its bargaining unit members.
- C. Any employee required by the Board to attend any type of meeting outside the employee's regular schedule, shall be compensated at the employee's regular hourly rate for attendance at such meeting. In the event that attendance at such meeting results in the employee working in excess of eight (8) hours in a workday or after being in pay status forty (40) hours in a workweek, such time shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

**19.12 DISCIPLINE**

- A. No bargaining unit member shall be disciplined without just cause. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and termination.
- B. Disciplinary Action Defined
  1. Disciplinary action shall include verbal reprimands, written reprimands, suspension with or without pay and termination. Verbal and written reprimands may be issued by the building or central office administrators.

2. The grievance procedure may not be used to challenge a discharge where the bargaining unit member elects to follow the statutory procedure to challenge a termination.
3. Prior to issuing reprimands, the Administration will thoroughly investigate alleged inappropriate conduct or policy or law violation.

4. Pre-Discipline Notification

The administrator shall notify the employee of the concern(s) at least twenty-four (24) hours prior to the scheduled conference except for emergencies.

5. Conference

After the Board's investigation of charges, the bargaining unit member shall be given the opportunity to review the evidence, present evidence and respond during the conference prior to the administrator formulating employer discipline.

6. Resolution

The bargaining unit member shall be informed of the administrator's decision regarding the concern(s). The bargaining unit member shall have the right to union representation in all matters that may result in disciplinary action.

C. Verbal Reprimands/Warnings

Confirmation of verbal warnings will be provided in writing.

D. Complaints by Parents, Students, and/or Employees

A complaint against or concern about a bargaining unit member cannot be referenced in an evaluation or discipline unless all of the following conditions are met:

- An administrative investigation substantiates the complaint or concern or reveals other misconduct which the administrator wishes to address.
- The member is made aware of the complaint or concern no later than ten (10) school days after it is brought to the administrator.
- The bargaining unit member is given the opportunity to respond to the complaint.

Any written complaints received will not be placed in a bargaining unit member's personnel file unless the complaint is signed by the complaining party and the above conditions have been met.

### 19.13 IRS SECTION 125 PLAN

The Board will add availability of an IRS Section 125 program to all interested employees. The Board will pay for all initial start-up expenses to initiate the program. Monthly participation fees will be paid by the bargaining unit members using the program.

19.14 **LICENSES/CERTIFICATION/REIMBURSEMENTS**

All bargaining unit members who are required to be licensed and/or certificated as part of their employment shall be reimbursed for such fees by the Board of Education. Such fees include but are not limited to: CDL, paraprofessional certificates, CPR training, etc. Fingerprint fees that are required after initial employment shall also be reimbursed by the Board.

19.15 **PROFESSIONAL GROWTH/TRAINING**

- A. The Board of Education will establish training opportunities for bargaining unit members. These training opportunities may be taken in District or out of District provided the training is approved by the Director of Business.
- B. All bargaining unit members can earn up to sixteen (16) hours of pay per year for time spent for approved training outside the employee's normal work day.
- C. The Inservice/Training/Wellness Committee will survey its members to determine what training bargaining unit members are interested in receiving.
- D. With prior approval, the Board will reimburse the cost of tuition for job related training/classes that enhance employees' job performance.

19.16 IF A SUPERVISOR REQUESTS A MEETING WITH A BARGAINING UNIT MEMBER AFTER HIS/HER REGULARLY SCHEDULED WORK HOURS, THE EMPLOYEE SHALL BE PAID HIS/HER HOURLY RATE OF COMPENSATION FOR THE TIME SPENT ATTENDING THE MEETING.

**ARTICLE 20. ASSOCIATION RIGHTS AND PRIVILEGES**

20.01 **FACILITY ACCESS**

The representatives of the Association shall be permitted access to Board property for Association business at reasonable times provided that the representative first checks with the employee's immediate supervisor and does not interfere with or interrupt normal school operations or work schedules.

20.02 **FACILITY USE CHARGES**

The Association will have the right to use school facilities where no conflict exists, without cost, at reasonable times for meetings, with approval of the Superintendent or his designee.

20.03 **DISTRIBUTION OF INFORMATION**

The Association will have the right to place notices, circulars and other material in the mailboxes or on e-mail of the bargaining unit.

**20.04 BOARD REPORTS**

A copy of the complete Board agenda and financial reports as available, shall be sent to the Association President prior to each Board meeting. Copies of the official Board minutes are available on-line.

**20.05 WAGE NOTICE**

- A. The Board of Education agrees to provide, between July 1 and August 1 each year, a copy of the bargaining unit employee wage notice, which shall include the job classification, hourly rate, number of planned hours per day and number of days per year. This is to be sent to the Association President.
- B. The Board shall notify the Association within five (5) working days of the employment of a new member of the bargaining unit. Such notice shall include the new bargaining unit member's name, address, classification, work shift and work site or any change of assignment of a current bargaining unit member.

**20.06 ASSOCIATION LEAVE**

- A. The Superintendent shall grant an accumulative total of up to twenty (20) days, [eight (8) hours for a total of one hundred sixty (160) hours] at one-half (1/2) hour increments leave per school year, to be divided among members of the Association, selected by the Association, to attend any affiliate meetings, conferences or conventions. Any unused days may be banked for future use by the Association not to exceed twenty-five days (25) per school year.

An additional twenty-five (25) days shall be granted; however, the Association shall reimburse the Board for the cost of the substitutes employed by the Board for absent members using any of these additional days.

- B. Whenever possible, the Association President shall notify the Superintendent at least seven (7) days in advance of the date(s) such member(s) of the bargaining unit shall be absent.
- C. Employees who are state or district Association officers shall be permitted to use vacation, personal leave and or Association leave (20.06A) to fulfill these obligations.
- D. No more than two (2) members from any department will be granted Association leave for any given meeting.

**20.07 FAIR SHARE FEE PROVISION**

- A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Brunswick Educational Support Professionals Association OEA/NEA Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such Fair Share Fees shall begin in accordance with Section 2.04 except that no Fair Share Fee deductions shall be made for bargaining unit members employed after October 31st until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Termination of Membership During the Membership Year

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

3. The balance of the annual Fair Share Fee shall be deducted from the final paycheck of the bargaining unit fee payor resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 15th of any school year during the duration of this agreement.

D. Transmittal of Deductions

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

E. Procedure For Rebate

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

F. Entitlement To Rebate

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

G. Indemnification of the Board

The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

## **ARTICLE 21. SENIORITY**

### **21.01 DEFINITION**

"System seniority" is defined as an employee's continuous length of service from the employee's first day of service after the most recent date of hire into a regular position. "Departmental seniority" is defined as an employee's continuous length of service in one of various departments as a regular employee. "Classification seniority" is defined as an employee's continuous length of service in a job classification as a regular employee.

### **21.02 CALCULATION**

System seniority, departmental seniority and classification seniority shall not be considered broken by an authorized leave of absence. However, seniority does not accumulate while the employee is on leave of absence as set forth in Section 11.06C. Departmental seniority and classification seniority shall not be considered broken by a temporary transfer.

### **21.03 APPLICATION**

System seniority will apply for purposes of retirement and vacations.

### **21.04 JOB INTERVIEWS**

- A. Interviews for job vacancies for positions within the bargaining unit will be offered in the following order until the position is filled:
  1. Regular employees within the classification
  2. Regular employees within the department
  3. Regular employees within the District

4. Persons not currently employed by the District.
- B. Unsuccessful internal applicants may request, in writing, an explanation of the reasons why he/she was not awarded the position.

**21.05 SALARY SCHEDULE PLACEMENT**

- A. Any employee moving into another bargaining unit position outside of the employee's current department shall be placed on the same step as that of the previous position held. Exceptions are noted in 21.05 (C).

Example: Paraprofessional awarded secretarial position  
Paraprofessional, Step 4 to Secretary, Step 4

- B. When voluntarily placing a bid and receiving a position of lesser hourly pay, an employee should expect to be paid at the hourly rate designated for the corresponding step of the new position.
- C. Any bargaining unit member who receives an additional position outside of their department will start on Step One (1) for that position. Hired after: July 1, 2011.

**21.06 SENIORITY LIST**

The Board shall provide the Association an annual update of the seniority list by November 1st of each year. A copy of this list shall be posted in each building with a statement that all new employees shall have two (2) weeks within which to object to any ranking or such objection is forever waived. Any error from the previous list shall be corrected upon notification by the Association.

**21.07 DETERMINATION OF SENIORITY**

- A. Where two (2) or more employees' first day of service is identical, system seniority shall be determined by:
  1. Starting date;
  2. Date of appointment by the Board;
  3. Alphabetical order from Board minutes

**21.08 REDUCTION IN FORCE**

- A. If it becomes necessary to reduce the number of employees in any job classification, the Board may make such reductions by laying off employees in the reverse order of system seniority within the affected classification. Any employee laid off shall have the right to bump the last senior employee with less system seniority in the next lowest rated job classification that is in the line of job progression as listed in the Appendix A where there is such an employee, or the right to bump based on system seniority into a classification series in which the employee worked during the previous five (5) years. Any employee who is bumped under this procedure will have the same rights as a laid-off employee.
- B. When the Board determines a Reduction in Force situation to exist, a team comprised of

the Superintendent and one (1) other administrator, and the Brunswick Educational Support Professional Association (BESPA) president, and one (1) other member selected by the BESPA president will meet to discuss the necessity and review reasons for a possible Reduction in Force along with possible alternate plans of resolution and other cost saving measures.

- C. If it becomes necessary to displace and/or layoff employees due to the return of a bargaining unit member from an approved leave of absence to a bargaining unit position, the following procedure shall apply: The employee returning from leave bumps the person within the same classification with the least classification seniority. The employee so bumped then bumps into the next lower classification within the line of progression displacing the employee with the least amount of seniority. The employee with the least amount of seniority within the lowest classification within the line of progression would be laid off and have those rights outlined in Section 21.11.

#### **21.09 REDUCTION NOTIFICATION AND PROCEDURE**

Any employee who is to be reduced in classification or laid off shall be notified by certified mail or personal service fourteen (14) calendar days prior to the effective date of the reduction or layoff. A permanent or temporary address shall be provided to the Treasurer of the Board of Education by the employee and kept updated.

- A. During September 1 through June 30, an employee who has bumping rights must exercise these rights no later than five (5) calendar days from the effective date of the reduction or layoff.
- B. During July 1 through August 31, an employee who has bumping rights must exercise these rights no later than fifteen (15) calendar days from the effective date of the reduction or layoff.

#### **21.10 RIGHT OF REINSTATEMENT**

An employee who does not exercise his/her option to bump shall only be entitled to reinstatement into the classification from which he/she was displaced. The failure to exercise bumping rights may jeopardize approval of any benefits available through the Ohio Bureau of Employment Services.

#### **21.11 RETENTION OF SENIORITY**

Any employee reduced in classification or laid off shall retain seniority for the purpose of recall for seven hundred thirty (730) days from the date of reduction or layoff.

- A. The Board will not hire anyone into a job classification in a line of progression until all reduced or laid-off employees from that line of progression have been offered reinstatement to a job classification for which they are qualified. Once an employee rejects an offer of reinstatement, such employee will lose all recall rights.
- B. Any laid-off full-day (A.M. & P.M.) bus driver recalled to an A.M. only or P.M. only run shall retain recall rights for a full-day (A.M. & P.M.) run when one becomes available. A half-day (A.M. or P.M. only) bus driver cannot expand to a full-day (A.M. & P.M.) bus driver

as long as any bus driver is on layoff.

- C. 1. Employees on layoff shall have the option of being placed either on the substitute list for assignments of less than three (3) days or on the list for assignments of three (3) or more consecutive workdays. Employees on the short term assignment list are subject to call for work each day. However, the other laid-off employees shall not be required to accept a temporary assignment of less than three (3) or more consecutive workdays and a rejection shall not constitute a refusal of suitable work.
2. The assignment list shall be posted beginning with the most senior employee. Names on both lists will be called on a rotating basis. Employees shall be called in the following sequence for short term work:
  - (a) Short term list;
  - (b) Long term list;
  - (c) Regular substitute list
3. Employees shall be called in the following sequence for long term work:
  - (a) Long term list;
  - (b) Short term list;
  - (c) Regular substitute list

#### **21.12 RECALL NOTIFICATION**

In the event of recall, the employee being offered reinstatement shall be notified by certified mail or personal service as to the date of their expected return to work. The employee shall be given seven (7) calendar days, excluding legal holidays, to respond to the reinstatement letter. Failure to respond to the Treasurer to an offer of reinstatement shall terminate an employee's seniority rights. Copies of recall notices will be sent to the Association president for informational purposes only.

#### **21.13 EMPLOYEE INABILITY TO PERFORM JOB**

An employee who becomes unfit or unable to perform his duties in his assigned classification due to injury or disability shall be given a fair consideration for reclassification based upon his/her ability and skill set to perform if an opening is available in the classification of their capability.

### **ARTICLE 22. LABOR/MANAGEMENT RELATIONS COMMITTEE**

#### **22.01 PURPOSES**

In an effort to solve problems before they become formal grievances, the Administration agrees to establish a Labor/Management Relations Committee consisting of representatives of both the Association and the administration. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this Contract; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that employee concerns should be addressed at the lowest possible administrative level. The committee shall consist of no more than three (3) representatives from each party, unless the parties mutually agree that additional representatives may attend a specified

session.

**22.02 MEETING FORMAT**

The meetings of the Labor/Management Relations Committee are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes of meetings shall not be kept; however, any agreements reached shall be reduced to writing. Each month, the Administration will provide a written response to issues raised the preceding month.

**22.03 MEETING SCHEDULE**

There shall be regularly scheduled meetings of the Labor/Management Relations Committee. In addition, either party may request that the Labor/Management Relations Committee meet to discuss matters of imminent concern. Meetings of the Labor/Management Relations Committee shall be held from Monday through Friday between 8:00 a.m. and 5:00 p.m., unless a different time is agreed by the parties.

**ARTICLE 23. SAFETY**

**23.01 HEALTH AND SAFETY**

- A. The Board recognizes the health, safety, and well-being of each person as priorities of the Brunswick City School District. The Board agrees to:
1. Provide for the discussion of all questions pertaining to safety and safe procedures at a Labor/Management meeting. In the event an item in question cannot be resolved at a Labor/Management meeting(s), the Board agrees to investigate the problem(s) and will utilize the services of professionally trained persons from any necessary source to prove a determination.
  2. Provide necessary training on all equipment at any job site.
  3. Provide necessary safety protection for all employees.
  4. Provide necessary training for employees whose assignments involve caring for the handicapped.
- B. The Board will form a committee with representatives from the administration and BESPA to establish district-wide guidelines for outdoor recess in inclement weather. The Association President shall appoint the bargaining unit members to the committee. The guidelines decided upon will be implemented in the 2003-04 school year.
- C. Bargaining unit members who are assigned to work outdoors supervising students shall be provided a hooded raincoat.
- D. It is the responsibility of all bargaining unit members to be familiar with emergency procedures in their respective buildings.

**23.02 BOMB SEARCHES**

Bargaining unit members will assist Administrators and/or law enforcement officials during bomb searches for the purposes of making otherwise secure areas accessible. A bargaining unit member will not be subject to repercussions for refusing to accompany in the search.

**ARTICLE 24. WORKING CONDITIONS**

**24.01 DRUG FREE SCHOOLS**

- A. No member of the Brunswick Educational Support Professionals Association of the Brunswick City School District shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in Schedules I through V of Section 202 of the controlled Substances Act. (21 U.S.C. 812) and as further defined by regulation at 21 C.R.F. 1300.11 through 1300.15.
- B. Workplace includes any Brunswick City School District building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school-approved activity, event or function including but not limited to field trips or athletic events, where students are under the jurisdiction of the Brunswick City School District.
- C. As a condition of employment, each employee shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. The term "conviction" means a finding of guilt (including a plea of Nolo Contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.
- D. The Brunswick City School District is required to take appropriate personnel action against an employee convicted under a criminal drug statute, within thirty (30) days after receiving notice from an employee of such a conviction, the Act directs the School District to take appropriate disciplinary action up to and including termination or to require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. Any personnel action taken will be at the discretion of the Board of Education.
- E. As a condition of employment, each employee shall abide by the terms of the written statement.
- F. Each employee shall be given a copy of this policy statement.
- G. Sanctions against employees, including suspension and termination shall be in accordance with the negotiated agreements between the Brunswick Board of Education and the Brunswick Educational Support Professionals Association and applicable state laws.

## 24.02 COMMERCIAL DRIVERS LICENSE (CDL) DRUG AND ALCOHOL TESTING

### A. General Statement

Each employee (under CDL requirements) will be provided with written documentation of the Board's drug and alcohol procedures as prescribed by O.D.O.T. regulations. The Association shall be provided the opportunity to review and give input on any discretionary sections of the procedure and any changes in the procedure.

### B. Drug-Testing Conditions

Employees covered by this CDL Section of the Contract are required to submit to drug and alcohol testing as required by O.D.O.T. regulations for:

1. Pre-employment
2. Random Testing
3. Post-Accident
4. Reasonable Suspicion

### C. Testing Procedures

1. All procedures and protocols for collection, transmission, and testing shall conform to the National Institute of Drug Abuse (NIDA) guidelines, O.D.O.T. regulations, and alcohol/ drug testing provider. The Southwest General Hospital will provide these services. Change from this provider can be made only with a thirty (30) day notice to the Association. Upon request of the Association, a meeting will be held to discuss the possible change.
2. The employee shall be paid for time required and testing cost for drug and alcohol tests in accordance with O.D.O.T. regulations. Two (2) hours paid time will be provided per test, which includes travel time. Additional pay will be justified with documentation from the lab.
  - (a) Random Testing (First sample only)
    - (1) Random selection of SSN will be provided quarterly.
    - (2) SSN chosen will be tested (in order/sequence as given by the provider) any day during that quarter.
  - (b) Reasonable Suspicion
  - (c) Post-Accident
3. If the first sample is positive, the second sample of the split will be tested at the employee's request and expense. If that sample tests negative, the Board or provider will reimburse the employee.

### D. Disciplinary Action

Any employee who is determined to be under the influence of, or using, alcohol or drugs, while on duty, as confirmed by testing, or an employee who refuses to such testing pursuant to this policy, shall be subject to disciplinary action, up to and including a termination according to the rights and procedures provided in Articles 19.12 and 24.01 of this contract.

E. Education

1. Inservice will become part of the regular training program for all employees who are required to secure a Commercial Drivers License as part of the job description and performs safety sensitive functions prior to implementation of testing.
2. Supervisors will be provided with training as prescribed by O.D.O.T. regulations.

F. Discipline For Driving Violations

Employees driving Board owned vehicles, who are cited for driving violations or cited for causing an accident, are subject to disciplinary action.

**24.03 ADMINISTERING MEDICATION**

Board policies governing administering medications to students will be reviewed and given to those employees designated to administer at the beginning of each work year. A committee composed of BESPA members, nursing staff, and administrators will be established to develop more specific guidelines for those administering medication. Any necessary training will be provided by the District's nursing staff.

**24.04 OUTDOOR RECESS/SUPERVISION**

There shall be a ratio of 50 students to 1 staff member in order to supervise outdoor recess. Each building will create guidelines which will ensure student and staff safety during outdoor recess. The guidelines will include determining factors for cancelling outdoor recess. These guidelines will be submitted to the Superintendent and BESPA President. The guidelines will be included in each building's handbook.

**24.05 OVERNIGHT TRIPS**

Any BESPA unit member going on an overnight trip shall be paid eight (8) hours per day at the rate of 1.5 times his/her regular rate of compensation in addition to their normal daily compensation, excluding Transportation Department. These positions shall be posted consistent with Article 7.02 – Job Postings.

**ARTICLE 25. ENTIRE CONTRACT**

This Contract supersedes and cancels all previous contracts and constitutes the Entire Contract between the parties.

**ARTICLE 26. SAVINGS CLAUSE**

**26.01 SAVINGS**

If any provision of this Agreement, or the application of a provision of this Agreement, is found to be contrary to law by a court of competent jurisdiction, then such provision of the Agreement or its application shall be inoperative, but the remaining provisions thereof shall remain in effect.

**26.02 FINDINGS**

Upon request of either the Association or the Board, within ten (10) days after such finding, the parties will meet solely for the purpose of negotiating the provision(s) affected. If the parties cannot reach agreement, either party may initiate the impasse resolution provision of Article 3.

**ARTICLE 27. ELEMENTARY AND SECONDARY EDUCATION ACT (E.S.E.A.)**

Notwithstanding any other provisions of this Agreement, the parties agree to reopen the contract at the request of either the Board of Education or the Association to bargain the effects of the "No Child Left Behind Act", which amended the Elementary and Secondary Education Act, and related state law. The procedure set forth in Article 3 will govern these midterm negotiations.

**ARTICLE 28. DURATION**

This Contract shall be effective July 1, 2014 and will remain in force until 12:00 midnight June 30, 2016.

**BRUNSWICK SUPPORT STAFF**

By Patricia A. Gamion  
President

By Mark S. S.  
Bargaining Committee Chairperson

By Laura L. Bouck  
At Large

By Patricia D. Mehlman  
Regular Paraprofessional

By Paula Fontaine  
Special Education Paraprofessional

By Mark S. S.  
Maintenance

By Liz M. Kelly  
Custodial

By Laura Becker  
Food Service

By Nicole Haley  
Secretarial

By Marianne Janouch  
Transportation

**BRUNSWICK BOARD OF EDUCATION**

By Richard A. Nowak  
Richard Nowak, President

By Patrick K. East  
Patrick K. East, Treasurer

By Michael D. Mayell  
Michael D. Mayell, Superintendent

LINES OF PROGRESSION

<u>Student Transportation Services Department</u>	
Line of Progression 1	A. Field Trip Coordinator, Bus operator, Trainer
Line of Progression 2	A. Head Mechanic B. Mechanic C. Assistant Mechanic
<u>Building Services Department</u>	
Line of Progression 3	A. <b>High School Site Manager</b> B. Site Manager C. Custodian
Line of Progression 4	A. Foreman B. Maintenance, Skilled C. Maintenance, Level II D. Maintenance, Level I E. Maintenance Laborer F. Central Delivery G. Part Time District Delivery
<u>Food Service Department</u>	
Line of Progression 5	A. Food Service Coordinator B. Cafeteria Manager, High School C. Cafeteria Manager, Middle School & Satellite, West House High School D. Cafeteria Manager, Elementary School E. Assistant Manager, High School F. Cook G. Hourly Cafeteria Helper/Cashier
Line of Progression 6	A. Food Service Clerk
Line of Progression 7	A. Food Service Driver
<u>Pupil Support Services Department</u>	
Line of Progression 8	A. Paraprofessional: Special Education/Auxiliary

Classroom & Media Services Department

Line of Progression 9

- A. High School Attendance Paraprofessional
- B. Paraprofessional : Educational Library
- C. Monitor {maximum six (6 )hours}

Secretarial Services Department

Line of Progression 10

- A. Secretary: Office/Receptionist
- B. Secretary: School or 10-Month Secretary

Treasurer's Department

Line of Progression 11

- A. Bookkeeper

Brunswick City Schools

BESPA SALARY SCHEDULE - EFFECTIVE July 1, 2014

Raise 0.0%

	POSITION	STEP 1 YR 1	STEP 2 YR 2	STEP 3 YR 3	STEP 4 YR 4	STEP 5 YR 5	STEP 6 YR 6	STEP 7 YR 7	STEP 8 YR 8	STEP 9 YR 9	STEP 10 YR 10	STEP 11 YR 11	STEP 12 YR 12	STEP 13 YR 13	STEP 14 YR 14	STEP 15 YR 15
Paraprofessional/Clerical	MONITOR	\$11.40	\$12.30	\$12.70	\$13.23	\$13.51	\$13.79	\$14.07	\$14.35	\$14.65	\$14.90	\$15.20	\$15.52	\$15.83	\$16.89	\$17.39
	PARAPROF. - REGULAR/LIBRARY	\$11.40	\$12.30	\$12.70	\$13.23	\$13.51	\$14.02	\$14.32	\$14.59	\$14.88	\$15.15	\$15.45	\$15.75	\$16.06	\$17.14	\$17.65
	HS ATTENDANCE PARAPROFESSIONAL	\$11.79	\$12.71	\$13.13	\$13.67	\$13.97	\$14.49	\$14.80	\$15.09	\$15.38	\$15.67	\$15.98	\$16.29	\$16.61	\$17.72	\$18.24
	PARAPROF. - SPEC ED & AUXILIARY	\$12.17	\$13.11	\$13.55	\$14.11	\$14.41	\$14.74	\$15.02	\$15.29	\$15.60	\$15.90	\$16.21	\$16.52	\$18.84	\$18.00	\$18.53
	SECRETARY	\$14.21	\$15.31	\$15.80	\$16.45	\$16.77	\$17.11	\$17.45	\$17.77	\$18.12	\$18.47	\$18.83	\$19.18	\$19.53	\$20.76	\$21.39
	BOOKKEEPER (Treasurer's Office)	\$14.21	\$15.31	\$15.80	\$16.45	\$16.77	\$17.11	\$17.45	\$17.77	\$18.12	\$18.47	\$18.83	\$19.18	\$19.53	\$20.76	\$21.39
Custodial Positions	1ST SHIFT CUSTODIAN	\$13.00	\$14.02	\$14.47	\$15.07	\$15.38	\$15.88	\$15.98	\$16.31	\$16.63	\$16.94	\$17.28	\$17.59	\$17.96	\$19.09	\$19.65
	2ND SHIFT CUSTODIAN	\$13.22	\$14.25	\$14.69	\$15.29	\$15.60	\$15.90	\$16.21	\$16.55	\$16.87	\$17.18	\$17.50	\$17.82	\$18.18	\$19.31	\$19.87
	3RD SHIFT CUSTODIAN	\$13.40	\$14.42	\$14.87	\$15.47	\$15.78	\$16.08	\$16.38	\$16.71	\$17.04	\$17.34	\$17.67	\$17.99	\$18.34	\$19.48	\$20.04
	SITE MGR. ELEM/MS/HS	\$14.59	\$15.75	\$16.23	\$16.88	\$17.21	\$17.55	\$17.90	\$18.22	\$18.57	\$18.93	\$19.30	\$19.65	\$20.02	\$21.24	\$21.87
	SITE MGR. HIGH SCHOOL	\$15.59	\$16.75	\$17.23	\$17.88	\$18.21	\$18.55	\$18.90	\$19.22	\$19.57	\$19.93	\$20.30	\$20.65	\$21.02	\$22.24	\$22.87
	SITE MGR. 2nd SHIFT	\$14.81	\$15.97	\$16.45	\$17.10	\$17.43	\$17.77	\$18.12	\$18.44	\$18.80	\$19.15	\$19.52	\$19.87	\$20.24	\$21.46	\$22.09
Food Service Positions	CAFE HELPER	\$10.92	\$11.63	\$12.01	\$12.49	\$12.74	\$13.01	\$13.23	\$13.49	\$13.74	\$13.98	\$14.26	\$14.51	\$14.79	\$15.75	\$16.19
	COOKS	\$11.35	\$12.11	\$12.49	\$13.01	\$13.24	\$13.50	\$13.78	\$14.01	\$14.28	\$14.53	\$14.81	\$15.08	\$15.36	\$16.36	\$16.82
	ASST HS CAFE MGR.	\$12.61	\$13.48	\$13.89	\$14.42	\$14.69	\$14.98	\$15.25	\$15.53	\$15.81	\$16.08	\$16.38	\$16.70	\$16.98	\$18.05	\$18.55
	CAFE MGR. ELEM/MS/SATELLITE	\$13.83	\$14.81	\$15.25	\$15.83	\$16.12	\$16.43	\$16.73	\$17.00	\$17.34	\$17.66	\$17.97	\$18.28	\$18.61	\$19.71	\$20.25
	FOOD DRIVER & FOOD SERVICE CLERK	\$13.83	\$14.81	\$15.25	\$15.83	\$16.12	\$16.43	\$16.73	\$17.00	\$17.34	\$17.66	\$17.97	\$18.28	\$18.61	\$19.71	\$20.25
	HS CAFE. MGR.	\$14.28	\$15.28	\$15.89	\$16.30	\$16.59	\$16.90	\$17.22	\$17.52	\$17.84	\$18.15	\$18.49	\$18.83	\$19.15	\$20.26	\$20.84
	FOOD SERVICE COORDINATOR	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.36	\$22.75	\$24.06	\$24.79
Maintenance Positions	CENTRAL DELIVERY MAINT WHSE MAINTENANCE LABORER	\$13.00	\$14.02	\$14.47	\$15.07	\$15.38	\$15.68	\$15.98	\$16.31	\$16.63	\$16.94	\$17.28	\$17.59	\$17.96	\$19.09	\$19.65
	MAINTENANCE I	\$14.59	\$15.75	\$16.23	\$16.88	\$17.21	\$17.55	\$17.90	\$18.22	\$18.57	\$18.93	\$19.30	\$19.65	\$20.02	\$21.24	\$21.87
	MAINTENANCE I -2ND SHIFT	\$15.24	\$16.40	\$16.88	\$17.51	\$17.85	\$18.19	\$18.53	\$18.88	\$19.23	\$19.57	\$19.93	\$20.29	\$20.66	\$21.86	\$22.53
	MAINTENANCE II	\$15.57	\$16.82	\$17.31	\$17.98	\$18.33	\$18.69	\$19.06	\$19.39	\$19.77	\$20.14	\$20.52	\$20.91	\$21.30	\$22.56	\$23.24
	MAINTENANCE II - 2ND SHIFT	\$16.19	\$17.45	\$17.95	\$18.62	\$18.98	\$19.32	\$19.69	\$20.05	\$20.43	\$20.78	\$21.16	\$21.55	\$21.93	\$23.18	\$23.87
	SKILLED MAINTENANCE	\$16.38	\$17.70	\$18.20	\$18.91	\$19.28	\$19.65	\$20.03	\$20.40	\$20.79	\$21.17	\$21.57	\$21.97	\$22.36	\$23.65	\$24.36
	MAINTENANCE FOREMAN	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.36	\$22.75	\$24.06	\$24.79
Transportation	BUS OPERATOR	\$14.57	\$15.68	\$16.16	\$16.83	\$17.16	\$17.51	\$17.84	\$18.18	\$18.54	\$18.90	\$19.25	\$19.60	\$19.96	\$21.16	\$21.81
	MECHANIC/ASST. MECHANIC	\$15.57	\$16.82	\$17.31	\$17.98	\$18.33	\$18.69	\$19.08	\$19.39	\$19.77	\$20.14	\$20.52	\$20.91	\$21.30	\$22.56	\$23.24
	HEAD MECHANIC	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.36	\$22.75	\$24.06	\$24.79

A YEAR IS DEFINED AS 120 DAYS FOR THE PURPOSE OF STEP INCREASES

JULY 1 WILL BE THE SOLE ELIGIBILITY DATE FOR STEP INCREASES.

AN ADDITIONAL 35 CENTS PER HOUR FOR EACH ADDITIONAL YEAR AFTER STEP 16

FOOD SERVICE EMPLOYEES HIRED AFTER 7/1/09, THE ESTABLISHED HOURLY RATE IS MINUS \$1 @ EACH STEP AND POSITION

Brunswick City Schools

BESPA SALARY SCHEDULE - EFFECTIVE July 1, 2014

0.0% (16-30)

	POSITION	STEP 16 YR 16	YR 17	YR 18	YR 19	YR 20	YR 21	YR 22	YR 23	YR 24	YR 25	YR 26	YR 27	YR 28	YR 29	YR 30
Paraprofessional/Clerical	MONITOR	\$17.93	\$18.28	\$18.63	\$18.98	\$19.33	\$19.68	\$20.03	\$20.38	\$20.73	\$21.08	\$21.43	\$21.78	\$22.13	\$22.48	\$22.83
	PARAPROF. - REGULAR/LIBRARY	\$18.16	\$18.51	\$18.86	\$19.21	\$19.56	\$19.91	\$20.26	\$20.61	\$20.96	\$21.31	\$21.66	\$22.01	\$22.36	\$22.71	\$23.06
	HS ATTENDANCE PARAPROFESSIONAL	\$18.78	\$19.13	\$19.48	\$19.83	\$20.18	\$20.53	\$20.88	\$21.23	\$21.58	\$21.93	\$22.28	\$22.63	\$22.98	\$23.33	\$23.68
	PARAPROF. - SPEC ED & AUXILIARY	\$19.10	\$19.45	\$19.80	\$20.15	\$20.50	\$20.85	\$21.20	\$21.55	\$21.90	\$22.25	\$22.60	\$22.95	\$23.30	\$23.65	\$24.00
	SECRETARY	\$22.03	\$22.38	\$22.73	\$23.08	\$23.43	\$23.78	\$24.13	\$24.48	\$24.83	\$25.18	\$25.53	\$25.88	\$26.23	\$26.58	\$26.93
	BOOKKEEPER (Treasurer's Office)	\$22.03	\$22.38	\$22.73	\$23.08	\$23.43	\$23.78	\$24.13	\$24.48	\$24.83	\$25.18	\$25.53	\$25.88	\$26.23	\$26.58	\$26.93
Custodial Positions	1ST SHIFT CUSTODIAN	\$20.25	\$20.60	\$20.95	\$21.30	\$21.65	\$22.00	\$22.35	\$22.70	\$23.05	\$23.40	\$23.75	\$24.10	\$24.45	\$24.80	\$25.15
	2ND SHIFT CUSTODIAN	\$20.47	\$20.82	\$21.17	\$21.52	\$21.87	\$22.22	\$22.57	\$22.92	\$23.27	\$23.62	\$23.97	\$24.32	\$24.67	\$25.02	\$25.37
	3RD SHIFT CUSTODIAN	\$20.64	\$20.99	\$21.34	\$21.69	\$22.04	\$22.39	\$22.74	\$23.09	\$23.44	\$23.79	\$24.14	\$24.49	\$24.84	\$25.19	\$25.54
	SITE MGR. ELEMMS/HS	\$22.52	\$22.87	\$23.22	\$23.57	\$23.92	\$24.27	\$24.62	\$24.97	\$25.32	\$25.67	\$26.02	\$26.37	\$26.72	\$27.07	\$27.42
	SITE MGR. HIGH SCHOOL	\$23.52	\$23.87	\$24.22	\$24.57	\$24.92	\$25.27	\$25.62	\$25.97	\$26.32	\$26.67	\$27.02	\$27.37	\$27.72	\$28.07	\$28.42
	SITE MGR. 2nd SHIFT	\$22.75	\$23.10	\$23.45	\$23.80	\$24.15	\$24.50	\$24.85	\$25.20	\$25.55	\$25.90	\$26.25	\$26.60	\$26.95	\$27.30	\$27.65
Food Service Positions	CAFE HELPER	\$16.65	\$17.00	\$17.35	\$17.70	\$18.05	\$18.40	\$18.75	\$19.10	\$19.45	\$19.80	\$20.15	\$20.50	\$20.85	\$21.20	\$21.55
	COOKS	\$17.28	\$17.63	\$17.98	\$18.33	\$18.68	\$19.03	\$19.38	\$19.73	\$20.08	\$20.43	\$20.78	\$21.13	\$21.48	\$21.83	\$22.18
	ASS'T HS CAFE MGR.	\$19.08	\$19.43	\$19.78	\$20.13	\$20.48	\$20.83	\$21.18	\$21.53	\$21.88	\$22.23	\$22.58	\$22.93	\$23.28	\$23.63	\$23.98
	CAFE MGR. ELEMMS/SATELLITE	\$20.84	\$21.19	\$21.54	\$21.89	\$22.24	\$22.59	\$22.94	\$23.29	\$23.64	\$23.99	\$24.34	\$24.69	\$25.04	\$25.39	\$25.74
	FOOD DRIVER & FOOD SERVICE CLERK	\$20.84	\$21.19	\$21.54	\$21.89	\$22.24	\$22.59	\$22.94	\$23.29	\$23.64	\$23.99	\$24.34	\$24.69	\$25.04	\$25.39	\$25.74
	HS CAFE. MGR.	\$21.43	\$21.78	\$22.13	\$22.48	\$22.83	\$23.18	\$23.53	\$23.88	\$24.23	\$24.58	\$24.93	\$25.28	\$25.63	\$25.98	\$26.33
	FOOD SERVICE COORDINATOR	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42
Maintenance Positions	CENTRAL DELIVERY MAINT WHSE MAINTENANCE LABORER	\$20.25	\$20.60	\$20.95	\$21.30	\$21.65	\$22.00	\$22.35	\$22.70	\$23.05	\$23.40	\$23.75	\$24.10	\$24.45	\$24.80	\$25.15
	MAINTENANCE I	\$22.52	\$22.87	\$23.22	\$23.57	\$23.92	\$24.27	\$24.62	\$24.97	\$25.32	\$25.67	\$26.02	\$26.37	\$26.72	\$27.07	\$27.42
	MAINTENANCE I - 2ND SHIFT	\$23.16	\$23.51	\$23.86	\$24.21	\$24.56	\$24.91	\$25.26	\$25.61	\$25.96	\$26.31	\$26.66	\$27.01	\$27.36	\$27.71	\$28.06
	MAINTENANCE II	\$23.91	\$24.26	\$24.61	\$24.96	\$25.31	\$25.66	\$26.01	\$26.36	\$26.71	\$27.06	\$27.41	\$27.76	\$28.11	\$28.46	\$28.81
	MAINTENANCE II - 2ND SHIFT	\$24.57	\$24.92	\$25.27	\$25.62	\$25.97	\$26.32	\$26.67	\$27.02	\$27.37	\$27.72	\$28.07	\$28.42	\$28.77	\$29.12	\$29.47
	SKILLED MAINTENANCE	\$25.08	\$25.43	\$25.78	\$26.13	\$26.48	\$26.83	\$27.18	\$27.53	\$27.88	\$28.23	\$28.58	\$28.93	\$29.28	\$29.63	\$29.98
	MAINTENANCE FOREMAN	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42
Transportation	BUS OPERATOR	\$22.48	\$22.83	\$23.18	\$23.53	\$23.88	\$24.23	\$24.58	\$24.93	\$25.28	\$25.63	\$25.98	\$26.33	\$26.68	\$27.03	\$27.38
	MECHANIC/ASST. MECHANIC	\$23.91	\$24.26	\$24.61	\$24.96	\$25.31	\$25.66	\$26.01	\$26.36	\$26.71	\$27.06	\$27.41	\$27.76	\$28.11	\$28.46	\$28.81
	HEAD MECHANIC	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42

A YEAR IS DEFINED AS 120 DAYS FOR THE PURPOSE OF STEP INCREASES  
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 AN ADDITIONAL 35 CENTS PER HOUR FOR EACH ADDITIONAL YEAR AFTER STEP 16  
 FOOD SERVICE EMPLOYEES HIRED AFTER 7/1/09, THE ESTABLISHED HOURLY RATE IS MINUS \$1.00 EACH STEP AND POSITION

Brunswick City Schools

BESPA SALARY SCHEDULE - EFFECTIVE July 1, 2015

Raise 0.0%

	POSITION	STEP 1 YR 1	STEP 2 YR 2	STEP 3 YR 3	STEP 4 YR 4	STEP 5 YR 5	STEP 6 YR 6	STEP 7 YR 7	STEP 8 YR 8	STEP 9 YR 9	STEP 10 YR 10	STEP 11 YR 11	STEP 12 YR 12	STEP 13 YR 13	STEP 14 YR 14	STEP 15 YR 15
Paraprofessional/Clerical	MONITOR	\$11.40	\$12.30	\$12.70	\$13.23	\$13.51	\$13.79	\$14.07	\$14.35	\$14.65	\$14.90	\$15.20	\$15.52	\$15.83	\$16.89	\$17.39
	PARAPROF. - REGULAR/LIBRARY	\$11.40	\$12.30	\$12.70	\$13.23	\$13.51	\$14.02	\$14.32	\$14.59	\$14.88	\$15.15	\$15.45	\$15.75	\$16.06	\$17.14	\$17.65
	HS ATTENDANCE PARAPROFESSIONAL	\$11.79	\$12.71	\$13.13	\$13.67	\$13.97	\$14.49	\$14.80	\$15.09	\$15.38	\$15.67	\$15.98	\$16.29	\$16.61	\$17.72	\$18.24
	PARAPROF. - SPEC ED & AUXILIARY	\$12.17	\$13.11	\$13.55	\$14.11	\$14.41	\$14.74	\$15.02	\$15.29	\$15.60	\$15.90	\$16.21	\$16.52	\$16.84	\$18.00	\$18.53
	SECRETARY	\$14.21	\$15.31	\$15.80	\$16.45	\$16.77	\$17.11	\$17.45	\$17.77	\$18.12	\$18.47	\$18.83	\$19.18	\$19.53	\$20.76	\$21.39
	BOOKKEEPER (Treasurer's Office)	\$14.21	\$15.31	\$15.80	\$16.45	\$16.77	\$17.11	\$17.45	\$17.77	\$18.12	\$18.47	\$18.83	\$19.18	\$19.53	\$20.76	\$21.39
Custodial Positions	1ST SHIFT CUSTODIAN	\$13.00	\$14.02	\$14.47	\$15.07	\$15.38	\$15.68	\$15.98	\$16.31	\$16.63	\$16.94	\$17.28	\$17.59	\$17.96	\$19.09	\$19.65
	2ND SHIFT CUSTODIAN	\$13.22	\$14.25	\$14.68	\$15.29	\$15.60	\$15.90	\$16.21	\$16.55	\$16.87	\$17.18	\$17.50	\$17.82	\$18.18	\$19.31	\$19.87
	3RD SHIFT CUSTODIAN	\$13.40	\$14.42	\$14.87	\$15.47	\$15.78	\$16.08	\$16.38	\$16.71	\$17.04	\$17.34	\$17.67	\$17.99	\$18.34	\$19.48	\$20.04
	SITE MGR. ELEM/MS/HS	\$14.59	\$15.75	\$16.23	\$16.88	\$17.21	\$17.55	\$17.90	\$18.22	\$18.57	\$18.93	\$19.30	\$19.65	\$20.02	\$21.24	\$21.87
	SITE MGR. HIGH SCHOOL	\$15.59	\$16.75	\$17.23	\$17.88	\$18.21	\$18.55	\$18.90	\$19.22	\$19.57	\$19.93	\$20.30	\$20.65	\$21.02	\$22.24	\$22.87
	SITE MGR. 2nd SHIFT	\$14.81	\$15.97	\$16.45	\$17.10	\$17.43	\$17.77	\$18.12	\$18.44	\$18.80	\$19.15	\$19.52	\$19.87	\$20.24	\$21.46	\$22.09
Food Service Positions	CAFE HELPER	\$10.92	\$11.63	\$12.01	\$12.49	\$12.74	\$13.01	\$13.23	\$13.49	\$13.74	\$13.98	\$14.26	\$14.51	\$14.79	\$15.75	\$16.19
	COOKS	\$11.35	\$12.11	\$12.49	\$13.01	\$13.24	\$13.50	\$13.78	\$14.01	\$14.28	\$14.53	\$14.81	\$15.08	\$15.36	\$16.36	\$16.82
	ASST HS CAFE MGR.	\$12.61	\$13.48	\$13.89	\$14.42	\$14.69	\$14.96	\$15.25	\$15.53	\$15.81	\$16.08	\$16.38	\$16.70	\$16.98	\$18.05	\$18.65
	CAFE MGR. ELEMMS/SATELLITE	\$13.83	\$14.81	\$15.25	\$15.83	\$16.12	\$16.43	\$16.73	\$17.00	\$17.34	\$17.66	\$17.97	\$18.28	\$18.61	\$19.71	\$20.25
	FOOD DRIVER & FOOD SERVICE CLERK	\$13.83	\$14.81	\$15.25	\$15.83	\$16.12	\$16.43	\$16.73	\$17.00	\$17.34	\$17.66	\$17.97	\$18.28	\$18.61	\$19.71	\$20.25
	HS CAFE. MGR.	\$14.26	\$15.26	\$15.69	\$16.30	\$16.59	\$16.90	\$17.22	\$17.52	\$17.84	\$18.15	\$18.49	\$18.83	\$19.15	\$20.26	\$20.84
	FOOD SERVICE COORDINATOR	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.38	\$22.75	\$24.06	\$24.79
Maintenance Positions	CENTRAL DELIVERY MAINT WHSE MAINTENANCE LABORER	\$13.00	\$14.02	\$14.47	\$15.07	\$15.38	\$15.68	\$15.98	\$16.31	\$16.63	\$16.94	\$17.28	\$17.59	\$17.96	\$19.09	\$19.65
	MAINTENANCE I	\$14.59	\$15.75	\$16.23	\$16.88	\$17.21	\$17.55	\$17.90	\$18.22	\$18.57	\$18.93	\$19.30	\$19.65	\$20.02	\$21.24	\$21.87
	MAINTENANCE I -2ND SHIFT	\$15.24	\$16.40	\$16.88	\$17.51	\$17.85	\$18.19	\$18.53	\$18.88	\$19.23	\$19.57	\$19.93	\$20.29	\$20.66	\$21.86	\$22.53
	MAINTENANCE II	\$15.57	\$16.82	\$17.31	\$17.98	\$18.33	\$18.69	\$19.06	\$19.39	\$19.77	\$20.14	\$20.52	\$20.91	\$21.30	\$22.56	\$23.24
	MAINTENANCE II - 2ND SHIFT	\$16.19	\$17.45	\$17.95	\$18.62	\$18.98	\$19.32	\$19.69	\$20.05	\$20.43	\$20.78	\$21.16	\$21.55	\$21.93	\$23.18	\$23.87
	SKILLED MAINTENANCE	\$16.38	\$17.70	\$18.20	\$18.91	\$19.28	\$19.65	\$20.03	\$20.40	\$20.79	\$21.17	\$21.57	\$21.97	\$22.36	\$23.65	\$24.38
MAINTENANCE FOREMAN	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.38	\$22.75	\$24.06	\$24.79	
Transportation	BUS OPERATOR	\$14.57	\$15.68	\$16.16	\$16.83	\$17.16	\$17.51	\$17.84	\$18.18	\$18.54	\$18.90	\$19.25	\$19.60	\$19.96	\$21.18	\$21.81
	MECHANIC/ASST. MECHANIC	\$15.57	\$16.82	\$17.31	\$17.98	\$18.33	\$18.69	\$19.06	\$19.39	\$19.77	\$20.14	\$20.52	\$20.91	\$21.30	\$22.56	\$23.24
	HEAD MECHANIC	\$16.67	\$18.01	\$18.52	\$19.24	\$19.61	\$20.00	\$20.39	\$20.76	\$21.16	\$21.54	\$21.95	\$22.36	\$22.75	\$24.06	\$24.79

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 AN ADDITIONAL 35 CENTS PER HOUR FOR EACH ADDITIONAL YEAR AFTER STEP 16  
 FOOD SERVICE EMPLOYEES HIRED AFTER 7/1/09, THE ESTABLISHED HOURLY RATE IS MINUS \$1 @ EACH STEP AND POSITION

Brunswick City Schools

BESPA SALARY SCHEDULE - EFFECTIVE July 1, 2015

0.0%

(16-30)

	POSITION	STEP 16 YR. 16	YR 17	YR 18	YR 19	YR 20	YR 21	YR 22	YR 23	YR 24	YR 25	YR 26	YR 27	YR 28	YR 29	YR 30
Paraprofessional/Clerical	MONITOR	\$17.93	\$18.28	\$18.63	\$18.98	\$19.33	\$19.68	\$20.03	\$20.38	\$20.73	\$21.08	\$21.43	\$21.78	\$22.13	\$22.48	\$22.83
	PARAPROF. - REGULAR/LIBRARY	\$18.16	\$18.51	\$18.86	\$19.21	\$19.56	\$19.91	\$20.26	\$20.61	\$20.95	\$21.31	\$21.66	\$22.01	\$22.36	\$22.71	\$23.06
	HS ATTENDANCE PARAPROFESSIONAL	\$18.78	\$19.13	\$19.48	\$19.83	\$20.18	\$20.53	\$20.88	\$21.23	\$21.58	\$21.93	\$22.28	\$22.63	\$22.98	\$23.33	\$23.68
	PARAPROF. - SPEC ED & AUXILIARY	\$19.10	\$19.45	\$19.80	\$20.15	\$20.50	\$20.85	\$21.20	\$21.55	\$21.90	\$22.25	\$22.60	\$22.95	\$23.30	\$23.65	\$24.00
	SECRETARY	\$22.03	\$22.38	\$22.73	\$23.08	\$23.43	\$23.78	\$24.13	\$24.48	\$24.83	\$25.18	\$25.53	\$25.88	\$26.23	\$26.58	\$26.93
	BOOKKEEPER (Treasurer's Office)	\$22.03	\$22.38	\$22.73	\$23.08	\$23.43	\$23.78	\$24.13	\$24.48	\$24.83	\$25.18	\$25.53	\$25.88	\$26.23	\$26.58	\$26.93
Custodial Positions	1ST SHIFT CUSTODIAN	\$20.25	\$20.60	\$20.95	\$21.30	\$21.65	\$22.00	\$22.35	\$22.70	\$23.05	\$23.40	\$23.75	\$24.10	\$24.45	\$24.80	\$25.15
	2ND SHIFT CUSTODIAN	\$20.47	\$20.82	\$21.17	\$21.52	\$21.87	\$22.22	\$22.57	\$22.92	\$23.27	\$23.62	\$23.97	\$24.32	\$24.67	\$25.02	\$25.37
	3RD SHIFT CUSTODIAN	\$20.64	\$20.99	\$21.34	\$21.69	\$22.04	\$22.39	\$22.74	\$23.09	\$23.44	\$23.79	\$24.14	\$24.49	\$24.84	\$25.19	\$25.54
	SITE MGR. ELEM/MS/HS	\$22.52	\$22.87	\$23.22	\$23.57	\$23.92	\$24.27	\$24.62	\$24.97	\$25.32	\$25.67	\$26.02	\$26.37	\$26.72	\$27.07	\$27.42
	SITE MGR. HIGH SCHOOL	\$23.52	\$23.87	\$24.22	\$24.57	\$24.92	\$25.27	\$25.62	\$25.97	\$26.32	\$26.67	\$27.02	\$27.37	\$27.72	\$28.07	\$28.42
	SITE MGR. 2nd SHIFT	\$22.75	\$23.10	\$23.45	\$23.80	\$24.15	\$24.50	\$24.85	\$25.20	\$25.55	\$25.90	\$26.25	\$26.60	\$26.95	\$27.30	\$27.65
Food Service Positions	CAFE HELPER	\$16.65	\$17.00	\$17.35	\$17.70	\$18.05	\$18.40	\$18.75	\$19.10	\$19.45	\$19.80	\$20.15	\$20.50	\$20.85	\$21.20	\$21.55
	COOKS	\$17.28	\$17.63	\$17.98	\$18.33	\$18.68	\$19.03	\$19.38	\$19.73	\$20.08	\$20.43	\$20.78	\$21.13	\$21.48	\$21.83	\$22.18
	ASST HS CAFE MGR.	\$19.08	\$19.43	\$19.78	\$20.13	\$20.48	\$20.83	\$21.18	\$21.53	\$21.88	\$22.23	\$22.58	\$22.93	\$23.28	\$23.63	\$23.98
	CAFE MGR. ELEM/MS/SATELLITE	\$20.84	\$21.19	\$21.54	\$21.89	\$22.24	\$22.59	\$22.94	\$23.29	\$23.64	\$23.99	\$24.34	\$24.69	\$25.04	\$25.39	\$25.74
	FOOD DRIVER & FOOD SERVICE CLERK	\$20.84	\$21.19	\$21.54	\$21.89	\$22.24	\$22.59	\$22.94	\$23.29	\$23.64	\$23.99	\$24.34	\$24.69	\$25.04	\$25.39	\$25.74
	HS CAFE. MGR.	\$21.43	\$21.78	\$22.13	\$22.48	\$22.83	\$23.18	\$23.53	\$23.88	\$24.23	\$24.58	\$24.93	\$25.28	\$25.63	\$25.98	\$26.33
	FOOD SERVICE COORDINATOR	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42
Maintenance Positions	CENTRAL DELIVERY MAINT WHSE MAINTENANCE LABORER	\$20.25	\$20.60	\$20.95	\$21.30	\$21.65	\$22.00	\$22.35	\$22.70	\$23.05	\$23.40	\$23.75	\$24.10	\$24.45	\$24.80	\$25.15
	MAINTENANCE I	\$22.52	\$22.87	\$23.22	\$23.57	\$23.92	\$24.27	\$24.62	\$24.97	\$25.32	\$25.67	\$26.02	\$26.37	\$26.72	\$27.07	\$27.42
	MAINTENANCE I - 2ND SHIFT	\$23.18	\$23.51	\$23.86	\$24.21	\$24.56	\$24.91	\$25.26	\$25.61	\$25.96	\$26.31	\$26.66	\$27.01	\$27.36	\$27.71	\$28.06
	MAINTENANCE II	\$23.91	\$24.26	\$24.61	\$24.96	\$25.31	\$25.66	\$26.01	\$26.36	\$26.71	\$27.06	\$27.41	\$27.76	\$28.11	\$28.46	\$28.81
	MAINTENANCE II - 2ND SHIFT	\$24.57	\$24.92	\$25.27	\$25.62	\$25.97	\$26.32	\$26.67	\$27.02	\$27.37	\$27.72	\$28.07	\$28.42	\$28.77	\$29.12	\$29.47
	SKILLED MAINTENANCE	\$25.08	\$25.43	\$25.78	\$26.13	\$26.48	\$26.83	\$27.18	\$27.53	\$27.88	\$28.23	\$28.58	\$28.93	\$29.28	\$29.63	\$29.98
	MAINTENANCE FOREMAN	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42
Transportation	BUS OPERATOR	\$22.48	\$22.83	\$23.18	\$23.53	\$23.88	\$24.23	\$24.58	\$24.93	\$25.28	\$25.63	\$25.98	\$26.33	\$26.68	\$27.03	\$27.38
	MECHANIC/ASST. MECHANIC	\$23.91	\$24.26	\$24.61	\$24.96	\$25.31	\$25.66	\$26.01	\$26.36	\$26.71	\$27.06	\$27.41	\$27.76	\$28.11	\$28.46	\$28.81
	HEAD MECHANIC	\$25.52	\$25.87	\$26.22	\$26.57	\$26.92	\$27.27	\$27.62	\$27.97	\$28.32	\$28.67	\$29.02	\$29.37	\$29.72	\$30.07	\$30.42

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