



10-09-14
14-MED-04-0560
0165-02
K31411

MASTER AGREEMENT BY AND

BETWEEN

BELMONT-HARRISON VOCATIONAL

SCHOOL DISTRICT

AND

BELMONT-HARRISON VOCATIONAL

SUPPORT STAFF ASSOCIATION

EFFECTIVE:

JULY 1, 2014

Through

JUNE 30, 2017

MASTER AGREEMENT

THIS AGREEMENT, made this 23rd day of June, 2014, by and between the Belmont-Harrison Vocational School District Board of Education, hereinafter called the "Board", and the Belmont-Harrison Vocational Support Staff Association, hereinafter called the "Association".

WITNESSETH

In recognition that the development and the operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires cooperation between the Board of Education, the Superintendent, the administrative staff, and the support staff speaking through their designated representative, the Association, declare that:

- A. The development and implementation of learning processes which truly reflect and are consistent with the educational philosophy of the Belmont-Harrison Vocational School District are our major concern and function;
- B. The Board of Education, under the law, has the final responsibility for establishing the policies of the district;
- C. The Superintendent and his staff have the responsibility of carrying out the policies established; and
- D. The Board of Education and support staff recognize that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board of Education and its support staff.
- E. The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, disability, military status, ancestry, age, genetic information, or any other legally protected characteristic, in its programs and activities, including employment opportunities.

ARTICLE I – RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all classified employees holding positions in the following classification series:

- A. Custodial
- B. Maintenance (including Maintenance Dept. Head)
- C. Aides
- D. Cafeteria Personnel
- E. Secretary/Clerical
- F. Evaluation Center Teacher Assistant
- G. Regular Part-Time – All Classifications

1.2 The exclusions from the bargaining unit are as follows:

- A. Secretary to the Superintendent
- B. Treasurer
- C. Two (2) Assistants to Treasurer
- D. Supervisor of Buildings & Grounds
- E. School Nurses
- F. Supervisor of Food Service
- G. Secretaries of Directors
- H. Casual Part-Time Employees
- I. All Full-Time and Regular Part-Time Certified Staff

1.3 Full-Time Employees Defined

A full-time employee is a member of the bargaining unit who is regularly scheduled to work thirty-five (35) or more hours per week.

1.4 Regular Part-Time Employees Defined

A regular part-time employee is one who is regularly scheduled to work in one of the classification series set forth in 1.1; who work less than thirty (30) hours each week; and who is under a written contract to work for twelve weeks or more in one school year.

1.5 Casual Part-Time Employees Defined

Any employee who is not full-time or regular part-time will be designated a casual part-time employee.

1.6 Probationary Employees

A probationary employee is a bargaining unit member who has been employed and/or assigned to a new classification for a trial period of ninety (90) days.

ARTICLE II – MANAGEMENT RIGHTS

- 2.1 The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.

- 2.2 The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States. All rules, regulations, and policies shall be enforced uniformly and consistently.

ARTICLE III – NEGOTIATIONS

3.1 Procedure

- A. Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between said teams.
- B. Bargaining teams shall be empowered to make proposals and counterproposals; and to indicate tentative agreement on behalf of the parties.
- C. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
- D. A mutually convenient meeting shall be held no later than sixty (60) days prior to the expiration of the contract at which time both parties will exchange initial proposals. The meeting requirement may be modified by mutual agreement of the parties.
- E. At the first meeting, the bargaining teams shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties.
- F. Meetings shall be held in executive session unless otherwise mutually agreed. Meetings shall not exceed three (3) hours and meetings subsequent to the first meeting shall be held at times mutually agreeable to the parties.
- G. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Each party may call upon professional and lay consultants to assist in negotiations and may use its consultants in the manner it deems necessary. With the exception of the chief negotiator for each party, such professionals may not sit at the table and will be used for consultation purposes only. Each party agrees to pay for the services of consultants it obtains.
- H. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.
- I. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- J. The Board will provide the final typed copies of items mutually agreed upon.

- K. The Board and the Association will share equally the cost of providing printed contracts to the Board members and employees of the school district.

3.2 Scope of Bargaining

- A. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

3.3 Agreement

- A. When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association and Board for their formal consideration. Upon ratification by the Association, the agreement shall be submitted to the Board which shall place the same on the agenda of its next regular or special meeting for consideration. If approved, the Board shall adopt a resolution setting forth the agreement. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board and shall be binding on both parties.

3.4 Disagreement

- A. Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.
- B. If no agreement is reached by the thirtieth (30th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- C. If mediation does not result in an agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) and Section 4117.18 (C) of the Ohio Revised Code.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Definition of a Grievance

A “Grievance” is an alleged violation, misinterpretation or misapplication of the terms and provisions of this agreement.

B. Definition of Terms

1. The grievant or aggrieved – The term “grievant” or “aggrieved” shall include all members of the bargaining unit, any group of members acting as a class or the Association.
2. Days – “Days” as used in this procedure shall be regularly scheduled working days. Unless otherwise specified as calendar days in this Agreement, any Memorandum of Understanding modifying or clarifying this Agreement during its term; or in a governing provision of the Ohio Revised Code, the term “days” as used in this procedure shall mean Monday through Friday exclusive of federal holidays.
3. Representative or Representation – “Representation” or “representative” as provided for in this section shall be: any member of the bargaining unit chosen by the aggrieved, legal counsel of the aggrieved or any other person of the aggrieved’s choosing.
4. Notification – the Association will be notified of and permitted to attend any hearings to resolve grievances at levels 2 through 5 of the grievance procedure.

C. Procedure For Submitting A Grievance

Informal Discussion

Any employee having a “potential grievance” shall in good faith discuss the problem with his/her immediate supervisor indicating the specific section of this agreement that has been violated and specifying the manner in which it was violated before a grievance may be filed. The discussion shall take place within fifteen (15) working days following the act or condition which is the basis for said potential grievance. The results of the discussion shall be reduced to writing by the immediate supervisor showing the alleged violation, the date of the discussion and the action, if any, taken; the report of the discussion shall be made on the “Informal Verification Report Form.”

1. LEVEL 1 – FORMAL

- A. If the discussion with the supervisor does not resolve the problem causing the grievance, such employee shall have the right to lodge a written grievance, on a form provided by the District, with the supervisor within five (5) working days following the informal discussion with the supervisor. The grievance shall be submitted on the standard Grievance Form and copies will be submitted to the appropriate director and to the Superintendent. The grievance will contain a concise statement of the facts upon which the grievance is based, including the specific section of this agreement that has been violated, specify the manner in which it was violated and the relief sought. The supervisor shall notify the employee in writing of his decision and the reasons for such a decision within five (5) working days following receipt of the grievance. A copy of the supervisor's notification to the employee shall be sent to the Director and Superintendent.

2. LEVEL 2

- A. If the discussion with the supervisor does not resolve the potential grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance, on a form provided by the district, with the director within five (5) working days following the decision by the supervisor. The grievance shall be submitted on the standard Grievance Form and copies will be submitted to the appropriate supervisor and to the Superintendent. The grievance will contain a concise statement of the facts upon which the grievance is based, including the specific section of this agreement that has been violated, specify the manner in which it was violated and the relief sought, as well as the disposition by the supervisor. The director shall notify the employee in writing of his decision and the reasons for such decision within five (5) working days following receipt of the grievance. A copy of the director's notification to the employee shall be sent to the appropriate supervisor and Superintendent.
- B. The employee shall also have the right to request a hearing from the director. The employee is entitled to representation at this and all succeeding levels. The director may also request the presence of the supervisor in order to expedite a solution. The hearing shall be within five (5) working days following the receipt of such request. The employee shall be notified, in writing, within five (5) working days after the date of the hearing of the director's decision and reasons for the decision. A copy of the director's notification to the employee shall be sent to the appropriate supervisor.

3. LEVEL 3

If the action taken by the director does not resolve the grievance to the satisfaction of the employee, such employee may appeal, in writing, to the Superintendent. Time limitations, request for hearing, representation and procedure for appeal shall be the same as for initiating the grievance with the director. The appeal will be made on the standard Grievance Procedure Form and a copy sent to the director and to the Superintendent. It will indicate that it is an appeal and will include disposition by the director. A copy of the Superintendent's decision to the employee shall be sent to the President of the Association at the request of the grievant.

4. LEVEL 4

- A. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal within five (5) days of receipt, in writing, to the Board of Education. The appeal shall be made on the standard Grievance Procedure Form and filed with the Treasurer of the Board and a copy sent to the Superintendent. The grievance shall be placed on the agenda for the next regular meeting of the Board of Education.
- B. The Board of Education shall act on the appeal not later than the next regular Board meeting following the introduction of the grievance at Level 4 and the placement of the grievance on the Board of Education agenda. Action will be based on the arguments presented by, or on behalf of, the employee and information supplied by the Superintendent. Copies of the disposition shall be sent to the employee, supervisor, director and Superintendent. A copy shall also be sent to the President of the Association at the request of the grievant.

5. LEVEL 5

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level 4, he/she may within ten (10) working days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. A copy of the request for arbitration shall be sent to the Treasurer. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the arbitration of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board of Education and the bargaining agent.

D. Miscellaneous Provisions

1. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants. The Grievance File shall be kept in the Superintendent's Office.
2. A grievance may be withdrawn at any level by the grievant without prejudice, but subject to the provisions hereof. Notification of withdrawal shall be made on the grievance form.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. The time limits indicated in this grievance procedure are maximum limits. Every effort shall be made to resolve the grievance at the earliest possible date. Failure at any step of this procedure to dispose of a grievance within the time limits specified shall grant the relief sought. Lack of adherence to the time limits by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed.
5. If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

INFORMAL VERIFICATION REPORT

OF POTENTIAL GRIEVANCE

The undersigned potential grievant and his immediate supervisor acknowledge that a potential grievance was discussed between them in accordance with Article IV C. Procedure For Submitting a Grievance of the negotiated agreement between the Board of Education and the Association regarding an incident allegedly occurring on _____ which generated the following complaint by the potential grievant:

Date: _____

Potential Grievant

Immediate Supervisor

ARTICLE V – ASSOCIATION RIGHTS

A. Exclusive Rights

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliated or parent organizations and those other organizations which do not desire status as the employee representative for support staff members have the following rights:

1. Use of Bulletin Board

The building representative of the Association in each individual school may have the use of a designated bulletin board in each building.

2. Payroll Deductions

Deductions shall be provided without cost to the Association for the following purposes:

- a. Dues (OEA/NEA/and OVA/AVA)
- b. Tax Sheltered Annuities
- c. Political deductions to the FCPE
- d. Cancer Insurance provided at least five (5) or more persons enroll, and provided further that only one insurance carrier is involved.
- e. Credit Union, provided:
 - (i) All administrative work, with exception of withholding, is performed by the Association;
 - (ii) Payroll deductions may be elected/changed no more than three times each year (September-August). It is understood that a stoppage of payroll deduction authorization is not a change, but it is also understood that such stoppage will bar the individual from starting deductions again until the following September.
 - (iii) A copy of the credit union rules and regulations is given to the administration.
- f. Direct Deposit
- g. Other deductions may be mutually agreed upon. West Virginia income tax withholding: the employee shall be responsible for notifying the Treasurer's Office of the wish to have the tax withheld. This section shall be effective on and after January 1, 1994. Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time.

The Association shall indemnify and save the Board, its officers, agents, employees or representatives harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by

reason of any action taken or not taken by the Board, its officers, agents, employees or representatives in reliance upon signed payroll dues deduction cards, written revocation of same furnished to the Treasurer of the Board by the Association provided that the Board's action or non-action is caused by the illegal, fraudulent, wrongful, mistaken or negligent acts or omissions of the Association, its officers, agents, or employees, or provided further that nothing in this paragraph shall be interpreted or construed to obligate the Association to indemnify or save the Board, its officers, agents, employees or representatives, in receiving, processing and acting upon the above described authorization of the dues deduction.

3. Time At Faculty Meetings

Representatives of the Association may make announcements at school faculty meetings at such time as may be designated by the building head.

4. Use of School Equipment

The Association building representative may have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Association use of a school building may be permitted, provided that:

- a. Request is made and use arranged in advance;
- b. All equipment will be checked as to condition by Building Director or his designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace at prorated market value;
- c. Supplies in connection with such equipment used will be furnished or paid for by the Association.

5. Board Meetings

A copy of the agenda of each Board Meeting will be given to the President of the Association or designee either the morning of the same day as the Board Meeting is held or the morning of the next work day after such agenda is delivered to members of the Board, whichever is earlier. Two (2) representatives of the Association shall be accorded that same seating privilege as the press at regularly scheduled or special meetings of the Board. The Association President shall receive a copy of all financial statements and

approved Board minutes and other documents that are public record, upon request.

6. Name and Address of New Employees

Names and addresses of newly employed support staff members shall be provided to the Association upon request, unless the support staff member involved specifically requests otherwise in writing.

7. Inter-School Mail

The Association shall be serviced by the inter-school mail pick-up and delivery system, and will be afforded the use of school mail boxes for distribution of Association materials.

8. Supplies and Materials

The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

9. Annually, upon request, the Board will furnish the following items to the Association:

- a. Official Amended Certificate of Estimated Resources
- b. Training and experience grid or data which will permit the Association to construct the same.
- c. Ohio Department of Education SM1 Form and SM2 Form.
- d. June Treasurer's Report which includes:
 1. All fund balances for fiscal year;
 2. All revenue receipts by fund, function, and object; and
 3. Appropriations summaries by fund, function and object.

10. There shall be regularly scheduled meetings between the Administration and Association officials.

11. Upon request, the Board shall provide the Association with one copy of its customary pay scale schedules that cover certificated and non-certificated employees employed by the Board.

B. Staff Directory

The Association will make available to all support staff members a directory, if one is published, listing the names, addresses, phone numbers and job assignments on record

of all employees of the Board, except employees who have specifically requested that they not be listed in this directory.

C. Distribution of Contracts

The Association will distribute copies of the contract to members of its bargaining unit.

D. No Reprisal Clause

There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or participation in any of its activities.

E. Guaranteed Leave For Association Conferences, Convention & Work

The Association is authorized for up to an aggregate total of six (6) days of leave with pay for individuals designated by the Association each year (September 1 through August 31) for such individuals to serve on programs or in an official representative capacity at Association meetings, conferences or conventions. To be valid, a request for the use of such leave must be submitted in writing by the President of the Association to the Superintendent or designee listing the name(s) of the individual(s) taking such leave and the date(s) of the leave. Such request must be submitted at least fifteen (15) days in advance of the leave unless there is an emergency or a special meeting makes such notice impossible. The Board shall not be responsible for any additional expense other than that of providing (a) substitute employee(s), if necessary, The Association agrees to reimburse the Board one-half (1/2) the cost of providing (a) substitute employee(s) which the Board deems necessary to replace the individual(s) on leave. Additional days for such leave must be approved by the Superintendent.

F. Contractual Guarantee of Rights Under Law

Nothing contained herein will be construed to restrict or deny to any support staff member rights they may have under law.

G. Right To Fair Share Fee

1. 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 Belmont-Harrison JVS Support Staff Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member 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.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin no earlier than January 15, except that no fair share fee deductions shall be made for newly employed bargaining unit members until their second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

b. Upon 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.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of 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.

5. 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 Constitution of the United States and the State of Ohio.

6. 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.

7. Indemnification of Employer

The Association on behalf of itself and OEA and NEA agree to defend and indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. 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;
- d. The Board acted in good faith compliance with the fair share fee provisions 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 provisions herein.

ARTICLE VI – HOURS WORKED/WORK WEEK

6.1 Working Periods

A. The Superintendent shall apply uniformly throughout the schools of this district, except as otherwise specified in this contract, the following working periods for support staff members. The starting and ending times of work shall be determined and specified by the Superintendent or his designee.

1. Secretarial/Clerical Personnel

(a) Full-time employment shall be 37 ½ hours each week including a paid lunch period each day that is the same as the Education Association.

2. Custodial/Maintenance Personnel

(a) Full-time employment shall be 40 hours each week including a paid lunch period each day that is the same as the Education Association.

3. Cafeteria Personnel

(a) Full-time cafeteria employment and Head Cook shall be thirty-five (35) hours each week including a paid lunch period each day that is the same as the Education Association.

B. The Superintendent, or his designee, may vary hours and/or days worked during non-student days provided that the total hours in any week do not exceed the hours in A above.

6.2 Secretarial Position

If it is determined by the Board that additional secretarial work is needed either immediately before or immediately after the school year, such work will be first offered to the secretarial employees of the district. Secretarial personnel who work for outside agencies who sponsor activities at the Vocational School will be paid time and one-half.

6.3 Custodian/Maintenance Provisions

When in the sole discretion of the custodians' supervisor there is a need for custodial services because of activities in a building, a custodian will be on duty. Custodian/maintenance employees who work for outside agencies who sponsor activities at the Vocational School will be paid time and one-half.

6.4 Work Environment

The Board will endeavor, within the setting of the operation of a vocational school district, to provide a safe working environment. The employees will cooperate with the Board in maintaining a safe working environment.

6.5 Cafeteria Provision

Cafeteria personnel called out to work dinners sponsored by outside agencies shall be paid time and one-half pay.

ARTICLE VII – CALAMITY DAYS

7.1

- A. A “Calamity Day” is a day on which the school is closed due to weather conditions, epidemic or other natural calamity.
- B. For the first five (5) Calamity Days, employees who are directed not to report to work shall be paid their regular rate of pay for the day or part of the day when the schools are closed.
- C. Provided however, that twelve (12) month (260 days) employees shall work their regular schedule on a Calamity Day. The employees will report and be permitted to leave at the discretion of the Superintendent, but will be compensated for their entire shift at their regular rate of pay, and for the first five (5) Calamity Days the employee will receive compensatory time for the hours worked on that day. However, the employee will not receive compensatory time for any Calamity Days worked after five (5).
- D. Provided further, however, that part-time Custodial Staff shall report for four (4) hours of their regular shift on Calamity Days, the starting and ending times of which shall be determined by the Superintendent, unless a Level 2 or Level 3 emergency status is in effect at the commencement of their shift. For the first five (5) Calamity Days in which part-time Custodial Staff reports for work under these circumstances, these employees shall receive compensatory time as follows:
 - (i) If the employee works four (4) or more hours, the employee will receive compensatory time for the entire shift.
 - (ii) If the employee works less than four (4) hours, the employee will receive four hours of compensatory time.
 - (iii) No compensatory time shall be awarded after the first five (5) Calamity Days worked.
- E. If an employee is directed to report to work at his/her regular time on a day on which a two-hour delay is designated during his/her regular shift, that employee shall receive two hours of compensatory time.

- 7.2 Notwithstanding the forgoing, employees shall not be required to jeopardize their personal health or safety if hazardous conditions prevent them from reporting to work.

ARTICLE VIII – VACATION/HOLIDAYS

8.1 Vacation

- A. Each regular classified employee serving 260 or more days per year shall be entitled to an annual vacation, with pay, based on length of service in the district as follows:
 - 1. Employees with one year but less than four years of service in the district shall be entitled to an annual vacation, exclusive of legal holidays, of two weeks.
 - 2. Employees with four years but less than ten years of service in the district shall be entitled to an annual vacation, exclusive of legal holidays, of three weeks.
 - 3. Employees with ten or more years of service in the district shall be entitled to an annual vacation, exclusive of legal holidays, of four weeks.
- B. Eligible employees must apply for vacation to the immediate supervisor at least two weeks in advance of the desired starting date. Special consideration will be given to emergencies. All applications are subject to final approval by the Superintendent.
- C. Vacations must be taken within one year of the time earned, except that five days of an accrued vacation may be carried over to the next year with the approval of the Superintendent. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school. Payment in lieu of vacation is prohibited.
- D. An employee who anticipates termination or who is terminated in this district may take accrued vacation prior to the termination date or be paid for those days with prior approval of the Superintendent. Unused vacation will be paid in full to the estate of a deceased employee or to a retiring employee.
- E. Service shall be calculated from anniversary date of employment. For example, an employee hired on January 1 will not become eligible for vacation until the next succeeding January 1.

8.2 Holidays

A. The Board authorizes the following paid holidays for all full-time employees who are under employment contract to this district on the date of said holiday:

1. Labor Day
2. Thanksgiving Day
3. Christmas Eve Day (December 24th)
4. Christmas Day
5. New Year's Day
6. Martin Luther King Day*/Presidents' Day*
7. Good Friday
8. Memorial Day
9. Independence Day

One of the days marked with an asterisk will be picked annually by the Superintendent as a holiday depending upon the school calendar which is adopted.

B. All full-time support staff members shall be paid in full for approved holidays if such employees have accrued earnings on their next preceding and next following scheduled work days before and after a holiday or were properly excused from attendance at work on either or both of those days.

C. The Board authorizes the following paid holidays for all regular part-time employees who are under employment contract to this district on the date of said holiday:

1. Thanksgiving Day
2. Christmas Eve Day (December 24th)
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day

ARTICLE IX – REDUCTION IN FORCE

- 9.1 Employees may only be laid off by the Board due to a lack of work, decline in student enrollment, closing or consolidation of schools, or lack of funds.
- 9.2 The Board shall have the right to abolish any existing position in whole or in part.
- 9.3 The Superintendent shall recommend to the Board for its deliberation, the abolishment of existing positions on the reduction of employees.
- 9.4 The Board shall provide the Association thirty (30) calendar days' written notice prior to the implementation of any reduction of employees.
- 9.5 The Board shall, if possible, first rely upon attrition to reduce staff if the conditions for a layoff exist. Attrition shall mean positions need not be filled as a result of resignation, retirement, death, leaves of absence, dismissal/termination and/or non-renewal.
- 9.6 All non-teaching personnel shall be selected for layoff on the basis of length of service in the district, with the last person hired within the job classification selected for layoff being the first person to have his/her contract suspended.
- 9.7 In refilling vacancies caused by layoffs, employees shall be recalled in reverse order within each classification. Any employee who is offered reinstatement when a vacancy occurs must respond within ten (10) days or forfeit all rights to recall. Recall rights expire as to any employee two years after suspension of contract.

ARTICLE X – LEAVE PROVISIONS

10.1 Sick Leave

- A. All full-time employees shall receive 18 sick leave days annually at the rate of one and one-half (1 ½) days a month. Unused sick leave shall be cumulative to a maximum of three hundred (300) days.

- B. The Board shall accept by transfer the accumulated sick leave up to the maximum accumulation which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten years. New employees shall be credited with five (5) days sick leave in advance which shall be part of the eighteen (18) days that can be accumulated per year.
 - 1. Use of Sick Leave – Sick leave may be used for the following purposes: For absence of the employee due to personal illness, injury, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students. Notwithstanding the number of days of absence, the employee must report the use of sick leave for said absence within five (5) work days of returning to work. Upon using 5 consecutive sick days the employee must provide a return to work slip from his/her doctor.
 - a. For absence of the employee due to illness or injury of someone in the employee’s immediate family. In this section, the employee’s immediate family is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the employee’s parents, brother, sister, son, daughter or other persons who stand in the place of the above enumerated individuals. The exact number of days granted under this section shall be determined by the circumstances.
 - b. For absence due to death in the immediate family of an employee. In this section, the immediate family of an employee is defined to mean the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, or sister-in-law, son-in-law, daughter-in-law.
 - c. For absence of a female employee due to pregnancy or maternity, up to and not to exceed ten working days prior to delivery and not to exceed twenty working days following delivery, except that

additional accumulated days shall be approved upon written recommendation of the employee's physician.

- d. For absence due to death of a more distant relative, or close personal friend, two (2) occurrences per school year will be granted.
2. Verification of Sick Leave – an employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave. The filing by an employee of any willfully false statement concerning the cause of duration of an absence may be considered by the Board of Education as grounds for suspension or dismissal.
3. Eligibility of Sick Leave – A sick leave of absence shall commence when the employee, or agent of the employee, is sufficiently disabled, reports the absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent. Whatever the claims of disability, no day of absence shall be considered to be sick leave day on which the employee has engaged in or prepared for other gainful employment or has participated in a concerted work stoppage.

10.2 Leave of Absence – General

- A. The Board may, upon recommendation of the Superintendent, grant a leave of absence for the purposes of professional improvement, professional travel or for other professional reasons not to exceed two (2) consecutive years. Request for such leave of absence must be submitted in writing a minimum of sixty (60) days in advance of proposed effective date stating the reason for the request and shall include the beginning date and ending date of proposed leave. A long term leave of absence may be granted only at the beginning and ending date to correspond with the beginning and ending of a school year. Leave of absence for the above reasons cannot be granted unless the work of the individual can be absorbed by existing staff. Individuals shall not be compensated while on leave of absence.
- B. The Board shall grant a leave of absence for a specific period of time where illness or other disability is the reason. Request for such leave of absence must be submitted in writing as soon as is reasonably possible prior to the leave of absence indicating effective date of beginning and ending date of leave of absence. The period of time shall not exceed two (2) consecutive years. Ending date of such leave of absence shall correspond with end of semester or end of school year. Verification of illness or disability for leave of absence is required by the attending physician in a written statement to the Superintendent.

Individuals shall not be compensated while on above mentioned leave of absence.

- C. A leave of absence shall not be granted beyond the ending of the contract period for the employee.
- D. Such employee shall inform the Superintendent of the desire to continue/discontinue such leave for the next semester by April 1, if the leave is to commence, continue or discontinue in September and by December 1 if the leave is to commence in January.

10.3 Personal Leave

- A. At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. The three (3) days of leave shall be unrestricted provided:
 - 1. That at least three (3) work days' notice is given by the employee of his intention to take such leave. This notice provision may be waived in such emergencies as automobile breakdown, furnace breakdown or the like.
 - 2. The unrestricted personal leave provides that the employee does not have to state the reasons for taking such leave; however, in the event the personal leave is utilized by the bargaining unit member for the purpose of an emergency, the bargaining unit member shall provide to the Superintendent a stated reason for the use of personal leave for an emergency.
 - 3. The Board understands that bargaining unit members are entitled to the benefits of the Family and Medical Leave Act of 1993.
- B. Other provisions of personal leave:
 - 1. Items covered under sick leave policy are not chargeable to personal leave;
 - 2. Date of approval by the director of each division shall be the determining factor as to eligibility for personal leave;
 - 3. The employee requesting personal leave shall give a minimum of three (3) work days' notice to the supervisor and director.

4. Three (3) support personnel is the maximum allowable for personal leave district wide but no more than one (1) per classification is permitted to be absent on personal leave in any one day when school is in session.
 5. Personal leave may be used immediately before or after a vacation or holiday period.
- C. Any personal leave not used during a school year shall be credited to the employee's unused sick leave. At the employee's option, if eligible, said unused personal leave may be exchanged for a bonus as follows:
1. If no personal leave days are taken during the school year, the employee shall receive a bonus of \$150.00 to be paid in July.
 2. If only one personal day is taken during the school year, the employee shall receive a bonus of \$100.00 to be paid in July.
 3. One personal day may be carried over to the next school year. No more than four (4) days may be accumulated. Such a carryover shall be considered taking a day and reduce the number of days available for payment in subsections 1 and 2 above.
 4. Regular part-time employees are not eligible for the bonus provisions herein provided; the bonus provisions apply only to regular full-time employees.

10.4 Military Leave

- A. Any regularly employed employee of the Board who may be conscripted into the Armed Defense Forces of the United States for service or training shall be granted a Military Leave as prescribed in Ohio Revised Code Section 3319.14.

10.5 Court Service

- A. An employee who is summoned for jury duty or who is appearing under a subpoena before a Court or an agency as a witness in a criminal or civil proceeding shall be granted all necessary leave. The employee's compensation for said leave shall be with pay minus the compensation received for the services performed in the court less transportation if paid.

10.6 Assault Leave

- A. The number of days absent from work assignment with the employing school district shall be determined by recommendation of a competent licensed medical or dental professional. Verification of recommended absence due to assault is to be submitted to the school administration in written form by the medical/dental authority. Responsibility for securing such verification rests with the assaulted employee.
- B. Assault leave coverage may include any physical encounter with any student (or parent/guardian of student) currently enrolled in a vocational education program in the school district during the current school year irrespective of time or place of occurrence. The assaulted employee shall notify the Superintendent of Schools, or school district office providing as much detail as possible, within forty-eight (48) hours of the time of the assault. Such notification shall be in written form.
- C. Incidents occurring in locations other than school property shall require law enforcement involvement immediately to be applicable to assault leave policy.
- D. In the event that there is question as to the authenticity of reported occurrence and incident of assault, a review panel of four (4) consisting of two (2) co-workers, of the assaultee, one (1) supervisor, and one (1) administrator, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make final determination as to whether to grant or not to grant assault leave and the decision of the Board shall be final.

10.7 Other Leave Provisions

- A. Members of the bargaining unit, who do not meet other paid leave provisions, may be granted unpaid leave at the discretion of the Superintendent and/or the Board.
- B. Any bargaining unit member on any unpaid leave of absence shall be entitled to participate, at the member's own expense, in all Board insurance programs at the group rates, provided this is permitted by the insurance carriers involved and provide further that the necessary payment arrangements are made with the Treasurer's Office.

10.8 Leave Provisions For Regular Part-Time Employees

- A. Sick Leave may be taken in accordance with the sick leave provisions of this Agreement except that such leave can only be taken in an amount equivalent to one (1) work day per occurrence. Sick leave may accumulate to a maximum of one hundred fifty (150) hours. Sick leave shall be calculated on a pro-rated basis by converting the typical work week to hours; dividing that number by five (5) to obtain a daily average; and multiplying the daily average by a factor of 1.25 to accrue each month. Provided, however, that no such employee will accumulate sick leave at a rate less than he or she accumulated as of May 31, 2014.
- B. Regular part-time bargaining unit members shall be credited with eighteen (18) hours of personal leave which may be used in accordance with Article 10.3 A and B of the Master Agreement.
- C. If a regular part-time employee does not use his/her personal leave days (18 hours), he/she shall be compensated at the end of the year at a flat rate of \$75.00. If 12 hours are not used, he/she shall be compensated at the end of the year at a flat rate of \$50.00. If 6 hours are not used, compensation will be \$25.00.

10.9 Professional Leave

Members are encouraged to attend meetings, conferences, and related activities, such as, project visits and project updates for instructional staff members to attend university or industry sponsored workshops, seminars, or actual work situations in their respective fields. Applications for such activities shall be made through normal administrative channels. Approval of such applications shall be at the discretion of the Superintendent and/or the Board in accordance with Board policy. Substitutes shall be provided at Board expense. All reasonable expenses shall be paid according to the following schedule provided a receipt for each expense is provided to the Board. Those listed are maximum limits and employees shall take measures to conserve where possible:

Registration: Actual cost of registration excluding cost of membership in an organization.

Lodging: Reasonable and customary charges. Individuals share rooms where possible.

Meals: \$35.00 Daily

Travel: The current IRS approved rate per mile for automobile. Other transportation to be approved. Individuals share transportation where possible.

All costs shall be requisitioned on the application for professional meetings.

ARTICLE XI – EMPLOYEE EVALUATION

- 11.1 Any evaluation critical of an employee's job performance which is to be made part of his personnel file shall be examined by the employee and initialed by him prior to being placed in his file.
- 11.2 If the employee refuses to initial said evaluation, then a witness to its presentation to the employee and his refusal may initial the evaluation prior to it being placed in his file.
- 11.3 Within ten (10) working days of presentation or examination of an evaluation of his job performance, an employee may present for inclusion in his personnel file his written comments regarding the evaluation.

ARTICLE XII – DISCIPLINARY PROCEDURE

- 12.1 In the event of an infraction of rules by a non-teaching employee, Board policy, regulations and this agreement shall apply.
- 12.2 The Board reserves the right within law to impose penalties for disciplinary reasons. However, where an employee fails or refuses to perform work without acceptable reason, the Superintendent may deduct, without further authorization, wages reasonably related to the time not worked.
- 12.3 The Superintendent shall prepare disciplinary rules for situations most often encountered which provide for progressive penalties including where appropriate verbal warning, written warning, transfer, suspension without pay, demotion or dismissal.
- 12.4 In the event that it is necessary to take disciplinary action against an employee, a notice in ordinary and concise language shall be sent to the employee specifying:
 - A. The specific acts and omissions upon which the disciplinary action is based;
 - B. A statement of the reason for the disciplinary action taken;
 - C. A quotation of the rule or regulation, if applicable, which it is claimed the employee violated;
 - D. A date when the employee may be heard concerning the disciplinary action by the Superintendent or designee if he or she so wishes;
 - E. The penalty that may be suffered as a result of the employee's acts or omissions; The Board shall act upon the Superintendent's recommendation in suspending with or without pay, demoting or dismissing the employee.
- 12.5 In any disciplinary or potential disciplinary meetings, the employee has the right to be represented by counsel or any other person of his choosing.

ARTICLE XIII – PERSONNEL FILES

- 13.1 A personnel file for each unit member shall be maintained in the Board office. This shall be considered a confidential file and the only official file of recorded information on unit members.
- 13.2 Request of unit members to have access to their personnel files shall be handled by the Treasurer or his designee according to the following procedures:
- A. A unit member will have access to his/her personnel file during regular office hours, subject to the availability of the Treasurer or designee.
 - B. Records shall be examined only in the presence of the Treasurer or his designee and shall not be removed from the immediate area.
- 13.3 Members of the administration authorized to gain access to a unit member's personnel file shall be limited to the Board, the Superintendent, directors, and supervisors, directly supervising that unit member, the Treasurer and other administrators or other confidential personnel who have a legitimate district related reason.
- 13.4 All materials shall be placed in the personnel file of unit members in accordance with the following provisions:
- A. Each item shall bear the date it was placed in the file;
 - B. Prior to filing copies of general conference reports, observations/evaluation reports, and anecdotal records, the administrator originating the item and the unit member shall sign the same; provided in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of his/her refusal to sign.
 - C. The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.
 - D. A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.
 - E. A unit member will be entitled to a copy of any material in his/her file at his/her expense.
 - F. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review such material by affixing his/her signature to the copy

to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer will be reviewed by the appropriate personnel administrator and attached to the copy. Only material containing the original signature of the employee shall be placed in the file.

- G. Material in a personnel file may also be removed after a meeting between the unit member and the administrator making the entry and with the approval of the Superintendent.
- H. Anonymous materials shall not be placed in a unit member's file.

13.5 Items such as the following will be maintained in the personnel file or electronic format of a unit member:

- A. Copies of Observation-Evaluation reports
- B. Copies of general conference reports
- C. Record of employment including assigned duties, regular and supplemental, years of service in the district, and other pertinent employment information
- D. In-Service training data
- E. Prior employment verification
- F. Selective service records/military records
- G. Salary notices
- H. Letter of merit or awards
- I. Medical records and emergency medical forms
- J. Sick leave records
- K. Personal leave records
- L. Vacation records
- M. Contracts
- N. Substitute pay notices and contracts

- O. And such other forms as may be required by law or as may be agreed to by the parties hereto.

ARTICLE XIV – EMPLOYMENT CONTRACT

- 14.1 Every newly employed person in a support staff position (full-time or regular part-time) shall be issued an employment contract for a period of not more than one year.
- 14.2 The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Board which pertain to him/her.
- 14.3 Full-time employees who are rehired shall be offered a two-year contract. Regular part-time employees shall be offered, for each year they are rehired, a contract for not more than one year. Regular part-time or casual employees are not eligible for a continuing contract. After completion of the two-year contract, if the employee is rehired, the employee shall be on a continuing contract. The salary provided in the previous contract shall be matched or increased but may not be reduced unless such reduction is part of a uniform plan affecting all non-teaching employees of the district.
- 14.4 Employees who are to be rehired shall be offered their contracts by July 1 of the year in which they are to be rehired, except those working in programs where funding is dependent upon grant approval. These staff members will be notified as soon as possible, but no later than immediately following the August Board Meeting.
- 14.5 All employees must participate in direct deposit and direct deposit notice will be sent electronically.
- 14.6 All employees shall be paid semi-monthly. Such payments shall be made on the 15th and last day of the month. If the pay date falls on a weekend or holiday the pay date will be on the preceding business day.
- 14.7 Regular part-time employees working a set schedule of twenty (20) hours or more will be paid over twelve (12) months (24 pays).

ARTICLE XV – SENIORITY

- 15.1 “District-wide seniority” shall be defined as the length of regular full-time employment of an employee with the Board as computed from the employee’s most recent date of hire.
- 15.2 Part-time “district-wide seniority” shall be defined as the length of regular part-time employment of an employee with the Board as computed from the employee’s most recent date of hire.
- 15.3 Qualifications are to be determined by the designated representatives of the Board.
- 15.4 Probationary employees shall have no seniority until the completion of their probationary period, at which time seniority shall revert to the first day worked.

ARTICLE XVI – INSURANCE

16.1 Group Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance/AD & D for each full-time support employee. The full cost of this program shall be paid by the Board. The face amount of such insurance shall be \$50,000.00. Implementation will be as soon as practical.

16.2 Hospital/Surgical Insurance/Prescription Drug

A. Effective October 1, 2013, the Board shall purchase basic hospital/surgical/prescription drug insurance coverage for each full-time support staff member now or hereafter employed and his or her family, through a carrier chosen by the Board and licensed by the State of Ohio, which meets or exceeds through one plan design the specifications set forth in Exhibit A below.

Exhibit A

In-network coverage will include:

- Physician office visits \$10/\$20 copay
- Annual deductible \$250 single/\$500 family
- Maximum out of pocket \$750 single/\$1,500 family (excluding deductible)
- Emergency room visit \$75 copay
- Urgent care facility \$35 copay
- Prescription drug retail 30 day supply \$15 generic/\$25 formulary/\$40 non-formulary copay
- Prescription drug mail order 90 day supply \$30 generic/\$50 formulary/\$80 non-formulary copay

A complete description of plan benefits will be available to all eligible employees.

B. The Board shall provide written notice to the Association at least sixty (60) days prior to changing its health insurance carrier.

C. (1) Beginning July 1, 2014, the Board shall pay the following monthly percentages toward the cost of hospital/surgical/prescription drug insurance:

For individual coverage	82% of premium
For family coverage	82% of premium

(2) Beginning September 1, 2012 the Board shall pay the following monthly percentages toward the cost of dental and vision insurance:

For individual coverage	90% of premium
For family coverage	90% of premium

The employee shall pay the balance of the cost through payroll deduction.

16.3 Group Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, family dental insurance protection for each full-time support staff member equal to or exceeding the specifications below. The full cost of this program shall be paid by the Board.

Maximum Benefits per Covered Person	\$2,500.00 per year
Deductible – Individual	\$ 25.00 per year
Deductible – Family	\$ 75.00 per year

Co-Insurance Amounts:	
Diagnostic & Preventive Services	100%
Routine Dental Service	80%
Major Dental Service	60%
Orthodontic Services	60% (up to a maximum of \$1,000)

16.4 Vision Care Insurance

The Board shall purchase and pay for the full cost of vision care insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit now or hereinafter employed. The Board will also pay the full cost for family coverage.

<u>Specifications</u>	<u>Benefit Period</u>
<u>Covered Expenses</u>	
Examination	Once every 12 months (member doctor)
Lens & Frame Allowance & Non-Member Provider Reimbursement	As Per Schedule

16.5 Flexible Spending Account

- A. The Board shall offer an IRS Section 125 Flexible Spending Account (FSA) to all full-time employees and regular part-time employees of the District which conforms to the Plan attached as Exhibit "A", so long as not less than fifteen (15) employees are or remain enrolled in the Plan for the ensuing Plan year.
- B. Qualified employees may enroll in the Plan between the dates of August 1 and September 1 on a form prescribed by the Treasurer. Once enrolled, the employee may not withdraw from the Plan until the end of the Plan year except for purposes approved for withdrawal by the Internal Revenue Service.
- C. An enrolled employee shall be responsible for any costs of administration applicable to the employee's individual account by the Plan and the same may be deducted from the employee's account in the Plan. The Board shall be responsible for all other costs of Administration of the Plan.

ARTICLE XVII – SEVERANCE PAY

- 17.1 The Board of Education shall pay any employee who elects to and does retire for sick leave accredited to the employee's account to a maximum accumulation of three hundred (300) days. The payment is conditioned upon the employee having worked in the District for a minimum of ten (10) years. The formula is as follows: 1/3 of all accredited sick leave to a maximum of one hundred (100) days.
- 17.2 Payment will be made in cash and based upon the employee's per diem pay at the time of retirement.
- 17.3 For purposes of this section, "retirement" means retirement under the School Employees Retirement System (SERS) and does not include disability retirement. Persons retiring on disability retirement are not eligible for nor shall they be paid severance pay.
- 17.4 In order to qualify for severance pay, an employee shall have made application at the time the employee requests resignation for retirement purposes to the Board of Education. If approved, severance pay will be made by the Board in the following manner:
- A. Payment shall be made no later than sixty (60) days after the effective date of retirement and retirement is verified to the Office of the Superintendent by the retirement system.
 - B. Such payment shall be made only once to an employee.
 - C. Payment shall be based upon the employee's daily rate of base pay based on the days of service at the time of retirement exclusive of overtime or any supplementary pay.
 - D. Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further payment of restoration of sick leave unused.
 - E. If a support staff member dies while in the employ of the Board, his designated beneficiary shall receive as a severance payment twenty-five percent (25%) of the amount that the non-teaching employee would have received. This will be paid at as early a date as possible.
 - F. The Board of Education shall pay to any regular part-time employee who is eligible for regular retirement and does so during the life of this Agreement, a one-time bonus of fifteen percent (15%) of his/her annual salary after five (5) years in the District.

ARTICLE XVIII – PLACEMENT OF SALARY SCHEDULE

18.1 Placement on Salary Schedule:

- A. The Superintendent is authorized to credit for placement on the salary schedule past service of an applicant for employment in this District on the following basis:
 - (a) One year credit for each two years of secretarial or bookkeeping experience to a maximum of four years credit;
 - (b) One year credit for each two years of custodial or maintenance experience to a maximum of four years credit. Custodial experience will not count as maintenance experience.
 - (c) If a regular part-time employee is hired into a full-time position in the Belmont-Harrison Vocational School District, he or she will be credited one year for each two years of regular part-time employment with the Belmont-Harrison Vocational School District.
- B. Each support staff member shall be informed annually of his/her salary by July 1. In order to advance one step on a salary schedule, an employee must have served at least two-thirds of his/her contracted days with the District.
- C. Employees who advance into a higher classification, shall be credited with the same number of years as in the prior classification for the purposes of district wide seniority. The step at which the employee starts in the new classification shall be the step in the new classification closest, but higher, than the employee's current salary step. Any transfer in column status will be to at least the step that denotes first salary increase.

ARTICLE XIX – SALARY SCHEDULES

The base salary shall be increased as follows:

2014-2015 Two percent (2%) increase
2015-2016 Two percent (2%) increase
2016-2017 Two percent (2%) increase

Longevity Step

Twenty (20) year longevity salary bonus at a flat rate of \$800.00 to those with twenty (20) years of full-time regular service in the Belmont-Harrison Vocational School District at the beginning of the school year to be prorated over the school year with regular pay.

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2014-2015**

Regular Part-Time Salary Schedule

Step	Rate
0	11.16
1	11.35
2	11.57
3	11.77
4	11.97
5	12.19
6	12.39
7	12.61
8	12.81

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2015-2016**

Regular Part-Time Salary Schedule

Step	Rate
0	11.38
1	11.58
2	11.80
3	12.01
4	12.21
5	12.43
6	12.64
7	12.86
8	13.07

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2016-2017**

Regular Part-Time Salary Schedule

Step	Rate
0	11.61
1	11.81
2	12.04
3	12.25
4	12.45
5	12.68
6	12.89
7	13.12
8	13.33

Class 1 – This classification is for regular part-time employees who are required to be accountable for money and records, to directly assist in the everyday operation they are effected by. Examples are, but are not limited to, teacher’s assistant, clerical or a person in charge of a particular major task such as the ala carte line. In addition, employees who are employed to assist in the non-skilled or semi-skilled day to day operations of a particular department. Examples are, but not limited to, aids, dishwashers, helpers, laborers, etc.

Note: All new employees shall be employed for a 90 day probationary period

An additional \$0.50 will be added to the applicable rate for instructional aides that are required to have appropriate certification (Para Pro).

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2014-2015**

Base 23,355.36

Step	Custodian		Maintenance		Head Cook	
	Factor	Amount	Factor	Amount	Factor	Amount
0	1.1980	27,979.72	1.2915	30,163.45	0.7306	17,063.43
1	1.2346	28,834.53	1.3281	31,018.25	0.7529	17,584.25
2	1.2714	29,694.00	1.3647	31,873.06	0.7751	18,102.74
3	1.3080	30,548.81	1.4015	32,732.54	0.7975	18,625.90
4	1.3445	31,401.28	1.4381	33,587.34	0.8197	19,144.39
5	1.3805	32,242.07	1.4746	34,439.81	0.8420	19,665.21
6	1.4180	33,117.90	1.5113	35,296.96	0.8642	20,183.70
7	1.4545	33,970.37	1.5479	36,151.76	0.8865	20,704.53
8	1.4912	34,827.51	1.5846	37,008.90	0.9088	21,225.35

Maintenance Department Head-To the applicable maintenance salary schedule add \$3,500.00

Head Cook - 180 Days in attendance plus 2 days prior to school and 2 days after school year - as per article VI, A 3(a). Additional payment is made for Holidays as per Article 8.2 for a total of 192 days.

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2015-2016**

Base 23,822.47

Step	Custodian		Maintenance		Head Cook	
	Factor	Amount	Factor	Amount	Factor	Amount
0	1.1980	28,539.32	1.2915	30,766.72	0.7306	17,404.70
1	1.2346	29,411.22	1.3281	31,638.62	0.7529	17,935.94
2	1.2714	30,287.89	1.3647	32,510.52	0.7751	18,464.80
3	1.3080	31,159.79	1.4015	33,387.19	0.7975	18,998.42
4	1.3445	32,029.31	1.4381	34,259.09	0.8197	19,527.28
5	1.3805	32,886.92	1.4746	35,128.61	0.8420	20,058.52
6	1.4180	33,780.26	1.5113	36,002.90	0.8642	20,587.38
7	1.4545	34,649.78	1.5479	36,874.80	0.8865	21,118.62
8	1.4912	35,524.07	1.5846	37,749.09	0.9088	21,649.86

Maintenance Department Head-To the applicable maintenance salary schedule add \$3,500.00

Head Cook - 180 Days in attendance plus 2 days prior to school and 2 days after school year - as per article VI, A 3(a). Additional payment is made for Holidays as per Article 8.2 for a total of 192 days.

**SUPPORT STAFF SALARY SCHEDULE
SCHOOL YEAR 2016-2017**

Base 24,298.92

Step	Custodian		Maintenance		Head Cook	
	Factor	Amount	Factor	Amount	Factor	Amount
0	1.1980	29,110.11	1.2915	31,382.06	0.7306	17,752.79
1	1.2346	29,999.45	1.3281	32,271.40	0.7529	18,294.66
2	1.2714	30,893.65	1.3647	33,160.74	0.7751	18,834.09
3	1.3080	31,782.99	1.4015	34,054.94	0.7975	19,378.39
4	1.3445	32,669.90	1.4381	34,944.28	0.8197	19,917.82
5	1.3805	33,544.66	1.4746	35,831.19	0.8420	20,459.69
6	1.4180	34,455.87	1.5113	36,722.96	0.8642	20,999.13
7	1.4545	35,342.78	1.5479	37,612.30	0.8865	21,540.99
8	1.4912	36,234.55	1.5846	38,504.07	0.9088	22,082.86

Maintenance Department Head-To the applicable maintenance salary schedule add \$3,500.00

Head Cook - 180 Days in attendance plus 2 days prior to school and 2 days after school year - as per article VI, A 3(a). Additional payment is made for Holidays as per Article 8.2 for a total of 192 days.

ARTICLE XX – TUITION REIMBURSEMENT

- A. The Board agrees to grant allowances to individual non-certificated full-time and part-time regular personnel for tuition reimbursement according to the following guidelines:
1. Personnel must have been employed by the Board for a period of one (1) year or more. Employees may not claim both tuition reimbursement and workshop compensation.
 2. All credits require prior approval by the Supervisor, Director, and Superintendent on a standard requisition form supplied by the Board four (4) weeks in advance of registering for a course in order that an applicant be eligible for reimbursement. The Superintendent shall approve all applications which meet the criteria established in this Article. The Superintendent will respond to the applicant within fifteen (15) working days after they have received the request.
 3. Credits must be earned in a course from an accredited college or university in the employee's area of classification and assignment. Those credits earned must be for professional improvement directly related to the employee's area of classification and assignment.
 4. Course work must be scheduled at times that do not interfere with normal duties during the regular work day of the employee.
 5. No employees will receive tuition reimbursement credit for more than twelve (12) semester hours or eighteen (18) quarter hours per calendar year.
 6. In order for an employee to be eligible for reimbursement, proof of payment for the requested hours and an official grade report from the college or university showing a "C" grade or better must be filed with their immediate supervisor who will in turn submit approval to the Treasurer's Office.
 7. Reimbursement shall be applied towards course work taken during the year (between September 1 and August 31) and paid the following October for those staff members returning for the next school year. When the Treasurer has received those items described in the foregoing stipulations. The reimbursement formula will be as follows:
 - a. Maximum per hour will be \$240.00 per undergraduate semester hour and \$290 per graduate semester hour. Quarter hours will be reimbursed at \$150 per quarter hour for undergraduate and \$180 for graduate hours.
 - b. Reimbursement per hour - \$15,000.00 divided by the total approved hours between September 1 and August 31 up to the maximum

described in 7.a. above. (This is the same pool of \$15,000.00 as provided for in the Education Association contract.)

8. No employee will be reimbursed by the Board if he/she receives grants, payments or scholarships from some other source for tuition.

ARTICLE XXI – OVERTIME

21.1 Overtime and Compensatory Time

- A. Forty (40) hours shall be the standard work week for the purposes of computing overtime. For purposes of this provision, the standard work week shall be Monday 12:01 a.m. through Sunday at midnight.
- B. It is the intention of the Board to compensate non-teaching employees for overtime worked when it has been previously approved and properly worked.
- C. No overtime shall be worked without the prior approval of the immediate supervisor, up through and including the Superintendent, and no overtime shall be paid without the prior approval of the Superintendent.
- D. Compensation for overtime shall be compensatory time off for each overtime hour worked or compensation at one and one-half (1 ½) hours for each hour of overtime worked. Compensatory time off may only be taken with the approval of the non-teaching employee's immediate supervisor. For purposes of computing overtime, no credit shall be given for paid time off. In lieu of compensation, the employee may elect to receive no more than five (5) compensatory days off in any one contract year. Thereafter, it shall be at the discretion of the Administration to award additional time off or to pay compensation for overtime.
- E. Time worked on a Sunday or holiday shall be compensated at one and one-half (1 ½) hour pay for each hour worked.
- F. Except as provided in "A" above, time worked on a Saturday shall not be compensated at overtime rate, unless a particular employee is regularly scheduled on Saturdays for four (4) or more consecutive Saturdays, in which case that specific employee shall be compensated at one and one-half (1 ½) hour pay for each hour worked of that fourth and subsequent consecutive Saturday.

ARTICLE XXII – JOB POSTING

- 22.1 A vacancy shall be defined as any bargaining unit position which is open due to retirement, resignation, non-renewal, termination, transfer, promotion, reassignment, or death of the incumbent, or a newly-created position.

- 22.2 If the Board decides to fill a vacancy, the employer will post a notice of the opening in a conspicuous place. Employees shall be entitled to submit a request for the position. No job shall be awarded except in an emergency – less than five (5) working days after the posting.

- 22.3 The Superintendent shall have the sole discretion to assign vacancies. However, such discretion shall not be arbitrary or capricious.

ARTICLE XXIII – MAINTENANCE/SEVERABILITY

- 23.1 During the duration of this Agreement, the Board will maintain all terms, conditions and benefits of employment as provided herein.
- 23.2 In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate the provision of the agreement, the applicable state or federal law, or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not so invalidated shall continue in full force and effect in accordance with their terms.
- 23.3 If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency thereto, which would invalidate any provision of this agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.

ARTICLE XXIV – NO SMOKING POLICY

Smoking will not be permitted in any areas of the facilities where students are permitted. **“NO STUDENT ADMITTANCE”** signs will be posted at all entrances of the designated smoking areas.

ARTICLE XXV – RETIRE/REHIRE SUPPORT STAFF

- A. As used in this subsection, a “Retiree” is an individual who:
 - 1. Is eligible for service retirement status with SERS/OPERS and has submitted a notice of retirement to the Board of Education; or
 - 2. Has attained service requirement status with SERS/OPERS or an equivalent retirement plan in another state and is otherwise qualified by experience.
- B. Upon the recommendation of the Superintendent, the Board of Education may offer a one (1) year contract to a retiree, at a step salary level no higher than step three.
- C. Said contract shall expire automatically at the end of its stated term. No notice of non-renewal is required.
- D. Continuation of employment of a Retiree through offering a new one (1) year contract which shall also automatically expire at the end of its term, shall be at the election of the Board and upon recommendation of the Superintendent.
- E. The requirements of Article XIV of the negotiated agreement shall not apply to Retiree limited contracts.
- F. The parties specifically waive all rights for such employees pursuant to ORC 3319.081 or its successor.
- G. While employed by the Board, a retiree:
 - 1. Shall not retain or accumulate seniority;
 - 2. Shall accumulate sick leave at 1.25 hours per month; and may use personal leave in accordance with the negotiated agreement; and shall accumulate vacation to a maximum of two (2) weeks.
 - 3. Shall not be entitled to a severance pay under the negotiated agreement upon conclusion of employment as a retiree;
 - 4. The contracts of Retirees shall be the first suspended in the event of a reduction in force.
- H. The decision to rehire or to continue employment of a Retiree is at the discretion of the Board and is not subject to the negotiated grievance procedure.

ARTICLE XXVI – DURATION OF CONTRACT

This Agreement shall remain in effect from July 1, 2014, through June 30, 2017, inclusive. It constitutes the entire understanding between the Board and the Association and supersedes all previous written and verbal agreements and Memorandum of Understanding not otherwise specifically incorporated herein. At the request of the Board or the Association, negotiations may open during the term of this contract on the sole issue of changes of insurance carrier(s) with all provisions of Article I applying.

IN WITNESS WHEREOF, the parties hereto have set their names to duplicate originals hereof by their duly authorized representatives the day and year first above written.

BELMONT-HARRISON VOCATIONAL
SCHOOL SUPPORT STAFF ASSOCIATION

BELMONT-HARRISON VOCATIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

BY:



President

BY:



President

6-30-14

Date

6-27-14

Date

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Master Agreement.....	1
I	Recognition.....	2
II	Management Rights.....	4
III	Negotiations.....	5
IV	Grievance Procedure.....	7
V	Association Rights.....	12
VI	Hours Worked/Work Week.....	18
VII	Calamity Days.....	20
VIII	Vacation/Holidays.....	21
IX	Reduction In Force.....	23
X	Leave Provisions.....	24
XI	Employee Evaluation.....	31
XII	Disciplinary Procedure.....	32
XIII	Personnel Files.....	33
XIV	Employment Contract.....	36
XV	Seniority.....	37
XVI	Insurance.....	38
XVII	Severance Pay.....	41
XVIII	Placement of Salary Schedule.....	42
XIX	Salary Schedules.....	43
XX	Tuition Reimbursement.....	49
XXI	Overtime.....	51
XXII	Job Posting.....	52
XXIII	Maintenance/Severability.....	53
XXIV	No Smoking Policy.....	54
XXV	Retire/Rehire Support Staff.....	55
XXVI	Duration of Agreement.....	56