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MASTER AGREEMENT

between the

**BOARD OF EDUCATION OF THE
BUCKEYE LOCAL SCHOOL DISTRICT**

and

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL #216**

JULY 1, 2015 to JUNE 30, 2018

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ARTICLE I – RECOGNITION

- 1.01 The Board recognizes the Union as the sole and exclusive bargaining representative for all classified employees including all full-time and regular short hour employees in the following positions or classifications:

Transportation
Cafeteria
Operations
Paraprofessionals
Secretaries

- 1.02 The following positions are excluded from the bargaining unit:

Transportation Supervisor
Maintenance Supervisor
Head Mechanic
Cafeteria Supervisor
Superintendent's Secretaries (2)
Treasurer's Assistants (4)
Support Service Secretary

- 1.03 For the purpose of this Agreement, Section 1.01 shall be considered as a combined single unit defined as the Bargaining Unit.
- 1.04 This Article shall not prevent the recognition by SERB of any other classification or units when majority membership is substantiated. Said unit shall be attached as an addendum to this Agreement.
- 1.05 The Board recognizes the Union as the bargaining agent for all non-teaching employees within the bargaining unit for matters related to salaries, wages, hours, and terms and conditions of employment.

ARTICLE II – DEFINITIONS

- 2.01 Days

As used in this Agreement, unless otherwise defined in a specific Article or section, "days" means days the Administration building is open for business.

- 2.02 Seniority

All employees will be placed on the appropriate WORK GROUP-JOB LINE list as defined in Section 12.02 in order of seniority from high to low as follows:

- A. "District Seniority" shall be defined as an employee's length of service with the Board from their most recent date of hire commencing with the first day of paid employment as a regular employee except in cases where service disruptions alter that date. An employee shall have no seniority for the probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the first day of paid employment as a regular employee. Current employees, who were employed with the Board as of July 1, 2005, shall maintain their District and Work Group-Job Line Seniority as established as of that date.
- B. "Work Group-Job Line Seniority" shall be defined as the employee's most recent date of entry into that Work Group-Job Line as defined in Section 12.02.
- C. "Work Group" shall be defined as the series of "job lines" listed in Section 12.02. "Job Lines" shall be defined as the specific position in which the employee is employed as listed in Section 12.02.
- D. Only continuous service time as a regular employee in the Buckeye Local School District will apply. Substitute status time does not apply.
- E. Among those with the same length of continuous service, seniority shall be determined by adding the last four digits of their social security numbers and the highest number shall be deemed most senior. In the event that a tie still exists, seniority will be determined by adding the remaining five digits of their social security numbers, and the employee with the highest five digit total shall be deemed most senior.
- F. Length of continuous service will not be interrupted by authorized leaves of absence. Seniority, however, will not accumulate while an employee is on an unpaid leave of absence pursuant to Article VII.
- G. Seniority dates will be posted in the office of each school building, the Board Office and the Bus Garage, and on the staff bulletin board, for a period of thirty (30) days after the ratification of the Contract. In succeeding years of this Contract, the seniority list will be posted for thirty (30) days at the beginning of each school year (i.e. during the month of October). Any protest of the seniority dates must be made, in writing, during the thirty (30) day posting period. The failure of an employee to question seniority dates within said time period shall deem the seniority list correct for the entire school year. Copies of all seniority lists shall be provided to the O.A.P.S.E. Local President.

2.03 Contract Year

"Contract Year" shall be defined as 178 days for nine month employees, plus paid holidays as established in Article XVIII and any extended days as approved by the Board of Education.

“Contract Year” shall be defined as 224 days for eleven month employees, plus paid holidays as established in Article XVIII and any extended days as approved by the Board of Education.

“Contract Year” shall be defined as 249 days (or 250 where applicable) for twelve month employees, plus paid holidays as established in Article XVIII.

ARTICLE III -- UNION SECURITY, DUES DEDUCTION AND FAIR SHARE FEE

- 3.01 The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Union upon presentation of a written authorization individually executed by an employee.
- 3.02 At the end of each monthly payroll deduction period, a check is to be forwarded to the State O.A.P.S.E. Treasurer with a Board developed report including the names of all employees and the amount deducted. A copy of the report shall be provided to the treasurer of the local union.
- 3.03 The Union agrees to indemnify and save the Board harmless against any and all claims that may rise out of or by reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Union.
- 3.04 Authorized Union dues deductions shall be prorated for monthly deductions for the service fee over a twelve month period.
- 3.05 The Board agrees to mail to the State O.A.P.S.E. treasurer two copies of the employee wage report which shall include the job classification, hourly rate, number of planned hours per day, and number of days per year.
- 3.06 For so long as it is legally permissible to do so, the Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Execution of such authorization by the employee shall be voluntary and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

3.07 Fair Share Fee

Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the Union, and the right to refrain from such without intimidation or coercion. Membership in any organization shall not be a condition of employment.

Members of the bargaining unit who work more than fifteen (15) hours per week for the Board of Education must either join the Union or pay a fair share fee. The fair share fee

shall be deducted by the Board Treasurer and paid to the State O.A.P.S.E. Treasurer in the same manner as member dues. The fair share fee shall be in an amount not greater than regular union membership dues, and the union treasurer shall notify the Board Treasurer of the exact amount not later than September 5th of each school year. The fair share fee shall be required as a condition of employment following a probationary period of one year.

If the employee does not initially qualify for the fair share fee, but later his/her hours exceed the fifteen (15) hours requirement, s/he will have the fair share fee commenced after successful completion of a forty-five (45) day probationary period in the new position. Once a unit member is subject to the fair share fee, s/he will always be subject to it, regardless of any future changes in his/her weekly hours of work.

As a condition of receiving a fair share fee, the Union must establish an internal rebate procedure in accordance with O.R.C. §4117.09(C) and must provide written notice to all bargaining unit members required to pay a fair share fee of their rights under such rebate procedure. Withdrawal of membership does not preclude payment of the fair share fee. Dues deduction will remain in effect unless withdrawn by the employee within the ten (10) days of the stated expiration date of the agreement. The employee agrees that withdrawal shall be in writing, executed and delivered during the revocation period by written notice served upon the OAPSE State Treasurer at 6805 Oak Creek, Columbus, Ohio 44329. The State OAPSE Treasurer shall notify the District Treasurer of such revocation. The District Treasurer will thereafter notify the Local President and Local Treasurer of the revocation. The employee further agrees that local dues deduction may not be revoked at any other time or in any other manner except as provided herein.

Payroll deductions for union membership dues or the fair share fee shall occur immediately upon request of the employee, or in the case of new employees, following the probationary period.

The Union agrees to indemnify and hold the Board harmless from any costs, expenses or judgments incurred as a result of the implementation and enforcement of this provision. The Union reserves the right to employ counsel to represent and defend any such claims made against the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense.

ARTICLE IV -- NEGOTIATIONS

- 4.01 If either party desires to open negotiations for a successor Agreement, it shall notify the other party in writing not sooner than one-hundred and twenty (120) and no later than ninety (90) days prior to the expiration date of this Agreement. Written notice from the Union shall be given to the Superintendent; written notice from the Board shall be given to the Union President. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.

- 4.02 At the first negotiating session, each party shall present all of its bargaining proposals for a successor Agreement. After the first meeting, neither party shall be allowed to add new proposals without the consent of the other party.
- 4.03 The Board and Union shall each be represented by a negotiating team of no more than six (6) representatives.
- 4.04 Unless otherwise mutually agreed, negotiating sessions shall be scheduled so as not to interfere with the regular work schedule of any member of the bargaining unit.
- 4.05 A. Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party.
- B. The final agreement reached through negotiations shall be reduced to writing and submitted to the union membership for a ratification vote. Upon such approval, the Agreement shall be submitted to the Board for approval. If approved, the Agreement shall then be signed on behalf of the parties.
- 4.06 If agreement is not reached prior to thirty (30) days before the expiration of this Agreement, either party may declare a bargaining impasse whereupon the declaring party shall request the services of a mediator from the Federal Mediation and Conciliation Service.
- 4.07 The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation, as described in Section 4.06 of this Article, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.
- 4.08 Throughout this Article, "days" means calendar days.
- 4.09 Each negotiating meeting will be held in executive session.
- 4.10 Prior to impasse being declared, periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties. The Union retains the right to issue general reports to its membership concerning the progress of negotiations. Periodic progress reports may also be made to the Board of Education.
- 4.11 The parties acknowledge that during the negotiations, which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract, which represents the full understanding and commitment between the parties and replaces all previous agreements and past practices. Therefore, for the life of this Contract, the

Board and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

ARTICLE V -- CONSISTENCY WITH LAW

- 5.01 If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provisions or applications shall not be valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE VI -- GRIEVANCE PROCEDURE

- 6.01 The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievance. Such procedures shall be available to all members of the Union and no reprisals of any kind shall be taken against any member of the Union initiating or participating in the grievance procedure.

- 6.02 A Grievance is a complaint by a member of the bargaining unit or the Union that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Master Agreement.

6.03 Informal Grievance Meeting

Prior to initiating Step I of the grievance procedure, the individual bargaining unit member shall attempt to resolve his/her complaint with his/her immediate supervisor.

6.04 Grievance Procedure

Step I Any grievant shall set forth his/her complaint in writing to his/her immediate supervisor within ten (10) days from the date of the incident giving issue to the grievance, or when the member reasonably could have known of the incident utilizing the Grievance form set forth in Appendix "A." Failure of a grievant to file within the appropriate time period will result in a waiver of the grievance. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, including the nature of the violation, misinterpretation or misapplication of the Agreement, the specific Article or Articles allegedly violated, and the precise relief sought by the grievant. The immediate supervisor shall communicate his/her decision to the member in writing within ten (10) days of receipt of the written complaint.

Step II The grievant or Union may appeal the immediate supervisor's decision to the Superintendent within ten (10) days from receipt of the written response. The Superintendent shall request a report on the grievance from

the immediate supervisor, shall confer with the concerned parties, and shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days. The Superintendent shall communicate her/his decision in writing along with supporting reasons to the member, Union President, and the immediate supervisor within ten (10) days of receipt of the appeal.

Step III If the grievance is not resolved to the grievant's satisfaction, s/he may request a review by the Board of Education within ten (10) days from the receipt of the Superintendent's written communication. The request shall be in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance and hold a hearing with the grievant within twenty (20) days of the date of referral. Such conference shall be informal and in executive session. The Board of Education will render a decision in writing within ten (10) days from the date of the meeting through the Board Treasurer.

**Step IV
(Optional
Mediation)**

If the grievance is not resolved at Step III, the Board and the Union may mutually agree to attempt to reach a resolution through mediation.

The Board and the Union shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call a meeting for the purpose of attempting to resolve the grievance.

All timelines shall be held in abeyance until the mediation process is completed.

If an agreement is reached to resolve the grievance at the mediation level, the agreement will be reduced to writing by the parties and signed by a representative of the Union and the Board.

Step V If the grievance still is not resolved to the grievant's satisfaction, s/he may appeal such disposition to arbitration by submitting a letter moving to arbitration to the District's Treasurer within twenty (20) days of receipt of the written disposition of the grievance by the Board of Education. A copy of such demand shall be given to the Superintendent.

Upon filing the demand for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association to provide a list of seven (7) arbitrators, all of whom shall be from Ohio. Each party may request a second list. The arbitrator shall be

chosen from the list provided by the alternate strike method, flipping a coin to determine who strikes first.

Authority of the Arbitrator: The arbitrator shall have no power to add to, subtract from, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted. S/he shall not make any award which is inconsistent with the terms of this contract or contrary to law.

Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrence will be consolidated for arbitration. If the parties cannot agree on consolidation, the first arbitrator selected will decide the issue of consolidation before hearing any of the case.

The decision of the arbitrator shall be final and binding upon all parties involved and shall serve as the final step of the grievance procedure.

6.05 Union Representation

The grievant(s) shall appear and may have a Local 216 representative at each step of the Grievance Procedure. In addition, the O.A.P.S.E. Field Representative may be present commencing with Step II. Whenever possible, the same representative(s) will be provided at Step II and Step III. At Step I, the union representative(s) must schedule a meeting with the immediate supervisor, stating the general purpose of the meeting and who will be present. The Board reserves the right to have other administrators present at such a meeting as it deems appropriate.

6.06 Fees and Expenses of Arbitration

The total cost of the arbitration (which shall include any initial fees, the expense of the arbitrator and any other costs associated with the arbitration (i.e. room rental, etc.) shall be paid by the losing party. If there is any doubt as to who is the losing party, the arbitrator will be responsible for determining which party is responsible for the costs. Each party shall be responsible for the expense of its own representation and any witnesses it may call.

6.07 Time Limits

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties involved.
- B. Failure by the Board, at any step of these procedures, to hold the hearing provided or to issue a decision on a grievance within the specified time limits shall be considered as a denial of the grievance. Failure by the grievant to appeal to the next step within the time limits specified shall be considered as a resolution of the

grievance at the current level and further appeal shall be barred. The failure of either party to meet the time limits shall not be construed as precedent.

ARTICLE VII -- LEAVE PROVISIONS

The parties acknowledge that regular and prompt attendance by bargaining unit members is critical to the operation of the District and necessary to its mission to provide a safe and healthy learning environment for children. Bargaining unit members are to be in attendance or in authorized leave status at all times.

7.01 Sick Leave

- A. Employees are entitled to fifteen days sick leave with pay each year, which is earned and credited at the rate of one and one-fourth days per month. The Board will advance five (5) days of Sick Leave per year to new employees who have not yet earned Sick Leave and to other employees who have exhausted their accrued sick leave. Any advance is to be repaid by the employee's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s).
- B. Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to personal illness, injury or death in the employee's immediate family. All Certificates of Absence forms must indicate reason (personal illness and/or relationship of family member).
- C. For purposes of this Article, (sick leave and personal leave), immediate family shall be defined as: Spouse, Father, Mother, Son, Daughter, Brother, Sister, Grandmother, Grandfather, Grandchild, Legal Guardian, Stepchildren, Foster Children, or Foster or Stepparents of said bargaining unit member or their spouse and anyone who clearly stands in the same relationship with the unit member as any of those specified in this definition.
- D. Each member of the bargaining unit shall be allowed to accumulate an unlimited number of sick leave days for the life of the contract.

Members of the bargaining unit shall receive notification of the accumulated unused sick leave on each paycheck.
- E. Members of the unit employed less than full-time shall have sick leave credited and deducted at a proportionate rate based on their less than full-time employment as set forth in their contract of employment as such employment bears to full-time employment.

- F. After three (3) consecutive days of absence, the unit member must furnish medical certification of illness.
- G. Sick leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the employee's assigned work day. For bus drivers, missing their AM run or PM run shall count as a 1/2 day of sick leave. For bus drivers, missing their kindergarten run shall count as a 1/4 day of sick leave.
- H. Misuse of sick leave and/or the filing of a false sick leave request is subject to the disciplinary procedures of this contract. Inadvertent errors made in the filing of a sick leave form shall not result in disciplinary action, the first time. Once it has been established by the District that an employee has abused their sick leave, the Board may require more frequent medical documentation.

7.02 Personal Leave

Each full-time unit member shall be entitled to three (3) days per year of personal leave. Personal leave shall not be used during the months of May and June. Each less than full-time unit member will be allowed a proportional number of personal leave days per year without loss of pay. These days shall be to transact personal business or to attend to urgent and/or unavoidable matters of a personal nature which cannot be conducted outside the employee's regularly scheduled work day. These days of absence shall not be deducted from any other leave. Personal leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the employee's assigned work day. The unit member shall request personal leave from his/her building principal or immediate supervisor, in writing, at least five (5) work days before taking such leave, except in emergencies. Applications for personal leave will not be accepted sooner than twenty (20) work days before the intended leave, with the exception that if the leave is for an event which is beyond the control of the unit member, s/he may apply for leave without restriction. In the case of a request to use personal leave on an emergency basis, the unit member shall notify the building principal or immediate supervisor at the earliest possible time so that a substitute may be secured. Once approved, the date of the personal leave shall not be changed unless approved in writing by the Superintendent.

Personal leave shall not be used before or after a holiday or school break, during the first and last weeks of school, anytime during August or June, for leisure or recreation, to work at another job including self-employment, and for no more than two (2) consecutive days. Twelve month employees may take approved personal leave in August and June. If the scheduling of business or affairs for which personal leave is taken is not within the control of the unit member, the restrictions shall not apply.

No more than twenty (20) personal leave days, system wide, may be taken in the same month. Such leave shall be on a first come first serve basis. Exceptions may be made at the discretion of the Superintendent.

The Superintendent may request a unit member to cancel his/her scheduled personal leave if no substitute is available to cover the unit member's job. A unit member who

voluntarily relinquishes his/her scheduled personal leave day under such circumstances may take personal leave at a later date without restriction concerning the maximum number of system-wide personal leave days.

Any unused personal leave days shall be credited to the employee's sick leave balance at the conclusion of each school year.

Unpaid Personal Leave

Each bargaining member may request up to a maximum of five (5) days of leave per year without pay upon approval of the Superintendent or designee. Members may not take in excess of a total of five (5) paid and/or unpaid personal days in a given semester. The same terms and conditions that apply to paid personal leave shall apply to unpaid personal leave. Unpaid personal leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the bargaining unit member's assigned work day. The Superintendent's or designee's decision is not subject to the grievance procedure. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

7.03 Union Leave

Two members of the bargaining unit shall be granted Union leave, not to exceed three (3) days per member (or a total of six days per year) to attend the O.A.P.S.E. Annual Conference. Written notice of the names of those in attendance shall be provided to the Superintendent two (2) weeks in advance.

7.04 Assault Leave

Assault leave will be granted to an employee who is absent due to a physical disability resulting from an assault by any person while the employee is acting within the scope of his/her assigned duties. When assault leave is granted, the employee will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave.

- A. Assault leave may be granted up to one hundred eighty-four (184) work days. Additional days may also be granted at the discretion of the Superintendent who may request an examination by a physician of the Board's choice.
- B. The employee is required to make formal application on prescribed forms requesting assault leave.
 1. The employee is required to furnish a signed statement on the application form to justify the use of assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties.

2. The application must also include medical certification from a licensed physician stating the nature of the disability and its duration. The Superintendent may request additional information from the unit member to substantiate the need for and duration of the leave.
 3. Both "1" and "2" must be on file before approval of the leave is given by the Superintendent.
 4. The application must be filed with the Superintendent within fifteen (15) working days of the alleged assault.
 5. The fifteen (15) day requirement in "4" above may be extended by the Superintendent.
 6. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.
- C. The Superintendent shall approve or disapprove the assault leave request in writing on the application form. A copy shall be forwarded to the applicant.
- D. Upon approval of the leave, all charges against sick leave or statements of unexcused absence shall be removed.
- E. In cases where assault does not result in a physical disability, the assault leave privileges cited above may be granted.
- F. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. In any case, the employee, acting in a personal capacity has the right to take whatever legal action desired.

7.05 Workers' Compensation

- A. All employees covered under the terms and conditions of this Agreement are covered under the State Workers' Compensation Act in cases of injury and/or death incurred in the course of, or arising out of their employment.
- B. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's supervisor or other designated representative. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible.
- C. Employees will have the option of taking available paid leave or receiving Worker's Compensation benefits as a result of job related injury requiring the employee to be absent from work. An employee on an approved Workers'

Compensation Injury using sick leave or on Loss Time Wage Claim shall have insurance benefits at the level the employee had prior to the injury and paid in accordance to the insurance article of this Agreement. If an employee chooses Workers' Compensation Lost Time Benefits, the Board of Education will pay the Board's portion for insurance for a period of one (1) year, and the employee will accumulate seniority for the same period of time one (1) year. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work.

- D. Where appropriate, the Board may provide light duty assignments with wage continuation according to a Transitional Work Program (TWP) for employees unable to fulfill their regular duties on a short term basis due to a qualifying Worker's Compensation injury. While on TWP, employees shall receive their current rate of pay; and such work shall be within their current job description. Materials fully detailing the TWP, if and when Board approved, will be made available at the Board Central Office.
- E. Where personal leave and/or vacation leave has been exhausted, a bargaining unit member will be granted unpaid leave for purposes of attending a Workers' Compensation hearing.

7.06 General Unpaid Leave

Bargaining unit members may, under conditions specified herein, under state law and/or Board Policy, be granted leaves of absence without pay. It is understood that no member shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

An employee may submit a written request for an unpaid leave of absence for reasons of illness or other disability. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may or may not be renewed or extended at the discretion of the Board.

The Board may, upon request of a member of the bargaining unit, grant an unpaid leave of absence for a period of up to two (2) years for education, professional or other purpose. The leave request must have supporting documentation. General leave shall not be granted for the purpose of allowing a bargaining unit member to work at another job. The unit member on general leave shall be maintained on all insurances for which he/she makes a written request and advance payment of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due date.

Upon return to service following general leave, the unit member shall resume the position and employment status held at the time the leave began, if the leave was for medical or workers' compensation purposes. If the leave was for educational or professional purposes, the unit member shall resume a position with the same number of hours in the same job line as held at the time the leave began except as otherwise provided in this Master Agreement.

An individual on an unpaid leave of absence is not considered an active employee, nor is s/he entitled to accumulate or use sick leave, receive insurance benefits, to have contributions made on his/her behalf to the School Employees Retirement System, or enjoy other rights, benefits or privileges accorded an active employee.

7.07 Maternity Leave

- A. A pregnant unit member shall be granted, upon written request, unpaid maternity leave. The effective dates of such leave shall be that as determined by the employee and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of the leave.
- B. A pregnant unit member may use, upon written request, some or all accumulated sick leave while pregnant and up to six (6) weeks after conclusion of the pregnancy. Maternity leave will terminate six (6) weeks from the date of delivery unless the unit member is ill or incapacitated in which case she may elect to continue on sick leave.
- C. Upon return to service following maternity leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement.
- D. A unit member on maternity leave shall be maintained at Board expense on all insurance programs during the time the employee is also on sick leave. The unit member on unpaid maternity leave shall be maintained on all insurances for which she makes a written request and advance monthly payments of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

7.08 Military Service Leave

Employees of the Board of Education will be granted leaves of absence for military service as per O.R.C. §3319.085.

7.09 Parental Leave

Any employee, who is either a parent or adopting a child, may request and shall be granted unpaid parental leave. Parental leave may begin any time during the pregnancy of the employee or upon the adoption of a child under the age of six (6), and is subject to the conditions set forth below:

- A. **Leave Rights:** Such leave shall be for the balance of the school year in which the leave commences, and upon the request of the employee, for the following school year. Upon approval of the Superintendent, the employee may return prior to the end of the requested leave.
- B. **Application for Leave:** Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or, in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the employee anticipates to return to service.
- C. **Time for Filing Application:** Application for parental leave shall be made no less than thirty (30) days before the anticipated beginning date of the parental leave but in no case less than forty-five (45) days prior to the beginning of the following school year. In the case of adoption, strict adherence to the thirty (30) days is waived but notification shall be given as soon as possible after the employee is advised of the availability of a child.
- D. **Reinstatement Rights:** Upon return from approved parental leave at the time set forth in the application for leave, the employee shall be entitled to the position in the same work group as s/he was assigned at the beginning of the leave (but not necessarily to the same assignment).
- E. **Insurance:** The employee shall have the option of remaining under group insurance benefits, subject to the rules of the carrier and the provisions of FMLA (7.12), by paying all premium costs associated with such participation.

7.10 Notice of Intent to Return from Leave

Any member of the bargaining unit, who is on a leave of absence which has been granted to extend to the beginning of a school year, must confirm to the Superintendent his/her intention to return from leave by April 1 preceding his/her scheduled return to duty. Any member of the bargaining unit, who is on any such leaves which have been granted to extend to a date other than the beginning of the school year, must confirm to the Superintendent his/her intention to return from leave not later than thirty (30) days preceding his/her scheduled return to duty. Failure to provide such notice shall be deemed a waiver of the right to return to duty. However, an employee on workers' compensation, assault leave, or medical leave shall notify his/her Immediate Supervisor of his/her intention to return to work immediately upon medical release using the same procedures utilized to call off. (Employee must talk to a person, no messages left on

answering machine.) Failure to provide such notice shall be deemed a waiver of the right to return to duty.

7.11 Family & Medical Leave

Members of the unit shall be entitled to leave as provided in the Family & Medical Leave Act and its associated regulations. For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

7.12 Jury/Hearing Duty

Any member of the bargaining unit serving on jury duty or who is subpoenaed to attend a hearing shall be compensated by the Board at his/her regular rate of pay for each day of such service. The Board shall not be required to grant such pay to a unit member who is an adverse party against the Board except in an unfair labor practice under the provisions of O.R.C. Chapter 4117.

7.13 Bereavement Leave

Each unit member may take one (1) day of paid leave per year to attend funerals not covered under the sick leave provisions of this Agreement. This leave is not cumulative from year to year. The Superintendent reserves the right to deny bereavement leave if a substitute is not available to cover the unit member's assignment.

7.14 The Board may investigate the reasons for a leave request at any time. Falsification of a leave request may be subject to the disciplinary procedures.

ARTICLE VIII – VACATION PROVISIONS

8.01 Vacation

A. Vacation time will be assigned by the Superintendent or his/her designee according to work schedules and the needs of the District. Employee's preference of dates will be considered in so far as possible. No vacation requests will be authorized during the ten (10) days prior to the opening of school in August/September, the first five (5) days after Summer break, or the last five (5) days of school before Summer break. For this section only, days will be considered student attendance days. This requirement may be waived at the discretion of the Superintendent or the designee. Vacation for ~~11~~ or 12 month employees hired prior to June 30, 1999:

- 10 working days – 1 to 7 years completed
- 15 working days – 8 to 14 years completed

20 working days – 15 to 21 years completed
25 working days – 22 or more years completed

Vacation for 11 or-12 month employees hired after July 1, 1999:

5 working days – 1 to 2 years completed
10 working days – 3 to 7 years completed
15 working days – 8 to 14 years completed
20 working days – 15 to 21 years completed
25 working days – 22 or more years completed

- B. Vacation shall run on a fiscal basis - July 1 to June 30. The first year of employment shall be pro-rated according to actual hire date. July 1 of each succeeding year shall be regarded as the completion of a year of service for eligibility for vacation days. Employees may not carry-over more than five (5) vacation days per year. The subject carry-over days are not cumulative.
- C. Vacation schedules shall be requested at least two weeks in advance. This requirement may be waived at the discretion of the Superintendent or designee. The decision of the Superintendent or designee is final and is not grievable.
- D. The Board will pay any vacation that has been earned, credited, and not taken by an employee who dies while employed by the Board to said employee's designated beneficiary for the insurance policy set forth in Section 16.02.

ARTICLE IX – MEMBER'S RIGHTS

9.01 Personnel Records

- A. The Board Office personnel file and payroll records shall be the only official records kept of bargaining unit members. This does not preclude principals or supervisors from maintaining temporary notes or memoranda to assist in refreshing their recollection. Such documents need not be included in the employees' personnel file. The bargaining unit member shall have the right upon request to review any such temporary notes or memoranda. All material placed in the member's personnel file shall be signed by the member, or submitted to the member for signature.
- B. Bargaining unit members shall have the right to review the Board of Education personnel file maintained on him/her at the Board Office. The member shall make the request to the Office of the Superintendent a minimum of one working day prior to the date they intend to review the file, unless needed in connection with disciplinary action proposed by the Board, in which case, it may be viewed anytime during which the Administrative Office is normally open for business.
- C. Anonymous and/or unsupported material shall not be placed in member's personnel files.

- D. Personnel files shall be reviewed in the presence of the Superintendent and/or designee at a time arranged by the Superintendent and/or designee and the member. At the request of the member, a representative of the Union may accompany the member. A member may obtain a copy of materials from his/her personnel file at cost.
- E. A grievance or complaint by a member shall not be placed in his/her personnel file, but all grievances and related materials shall be kept in a separate grievance file.
- F. Whenever any person other than a school employee or Board member exercises the right to review public files according to the laws of the State of Ohio, the affected employee shall be notified of the request and provided the name of the individual making the request, if the identity of the person is known.
- G. Any member shall have the right to place a written rebuttal to any items in his/her personnel file if submitted within ten (10) days of the date of the employee's signature on that item. Such rebuttal shall be signed and dated by the employee and appended to the disputed information.

9.02 Health and Safety

- A. Bargaining unit members shall not be required to work under conditions declared to be in noncompliance by the Ohio Department of Health, E.P.A., I.C.C. and P.E.R.R.P. Bargaining unit members, while on school property, shall have access to restrooms on the same basis as other members.
- B. Dispensing of Medication
 - 1. The building administrator or office personnel will be responsible for dispensing medication to students.
 - 2. Any bargaining unit member responsible for the care of a student with special health needs shall follow the student's individual health care plan. However, the bargaining unit member shall not be responsible for providing such or the maintenance and placement of the health care plan. Management will provide the bargaining unit member with written notification of any changes in the plan.
 - 3. The term "medication" shall not include injections with the exception of epi pens.
 - 4. Bus drivers shall be responsible for dispensing medication in emergency situations (e.g., bee sting kits). All bus drivers shall receive training prior to the start of each school year, or prior to their first day of active duty if hired after the start of the school year, in the proper dispensing of any

necessary medications. Necessary medications will be provided to bus drivers responsible for the transportation of students for whom the medication may be needed. The building principal will identify such students to the applicable bus driver(s). Nothing herein shall require bus drivers to dispense and/or administer routine medications to students.

5. The term "dispensing" shall mean to make the prescription medication available and accessible to the student. No medication shall be dispensed unless the person responsible for dispensing the medication has, in his/her possession, a copy of the most recent physician's statement authorizing the student to receive such medication.
6. Bargaining unit members, who dispense prescribed medications to students, will not be held liable in civil damages for dispensing or failing to dispense prescribed medication unless they act in a manner which constitutes gross negligence or wanton and reckless misconduct. The Board of Education agrees to indemnify and hold the bargaining unit member harmless from any costs, expenses or civil judgments incurred as a result of the employee's good faith implementation of this provision (i.e. as a result of the member dispensing prescribed medication pursuant to this provision, unless the employee acts in a manner which constitutes gross negligence or wanton and reckless misconduct). The Board reserves the right to employ counsel to represent and defend any such claims made against the bargaining unit member; provided, however, that the member retains the right to employ co-counsel at his/her own expense.
7. Board Policy JHCD, concerning the dispensing of medication, shall be adhered to at all times and will be available for review on the district's website.

9.03 Miscellaneous

- A. A member's salary for a school year shall not be lower than the salary paid during the preceding school year unless such reduction is a part of a uniform plan affecting the non-teaching members of the entire district.
- B. All individual member contracts or salary notices shall list hourly rate, and total hours and days to be worked in the contract year.
- C. Union meetings may be held in school buildings so that all members of the unit may choose to attend the meeting. Use of the building must have prior approval of the building principal. The building being used must be opened and secured by a building custodian/cleaner-laborer at no cost to the Board or O.A.P.S.E.
- D. Any bargaining unit member temporarily filling a position in a higher paying Job Line (i.e. due to absence of the employee normally assigned to the higher paying position) for a period of more than five (5) consecutive days, shall be paid at the

step of the new salary schedule which will result in an equal or next higher hourly rate than the employee normally receives for his/her regular assignment. Any such increase in pay shall be retroactive to the first day the employee served in the higher paying position.

- E. By October 1st of each school year, the Union shall submit a list of officers and Union representatives, or changes thereto, to the Superintendent's office.

9.04 Tenure and Probationary Status

The provisions of O.R.C. §3319.081 shall not apply to bargaining unit members. Members shall be granted tenure after they have successfully served a probationary period of twelve (12) months from the member's first day of paid employment as a regular employee in the District. Members shall receive written notice at the expiration of their twelve (12) month probationary period of their contract status (i.e. whether they are being automatically terminated or issued a continuing contract).

Members who change job classifications or add additional job classifications are required to serve a forty-five (45) work day probationary period for the new position, which may be extended upon the mutual agreement of the Union and the Administration. If the supervisor has concerns regarding the employee's job performance, the supervisor shall hold an informal conference with the employee during the probationary period; however, the employee shall have no expectancy of continued employment beyond the probationary period if the informal conference is not held. The position vacated by the member who changed job classifications shall be temporarily filled by a substitute during the entire probationary period; however, the position will be posted thirty (30) days after it is vacated by the employee changing job classifications. If the probationary period is extended, the time for posting the position vacated by the employee changing job classifications shall be extended by an equal amount of time. The member's seniority in each job classification begins when s/he commences work in that position. A member changing job classifications or adding additional job classifications retains his/her job classification seniority for any positions s/he previously performed in the District. The member's hourly compensation in the new or additional job classification shall be equivalent to his/her hourly compensation in his/her prior job classification, or the highest step of the salary schedule for the new or additional job classification.

During the initial probationary period, a member shall not have an expectancy of continued employment and may be removed without cause and shall not be entitled to appeal under the grievance procedure. During the 45-work day probationary period, a member shall not have an expectancy of continued employment in that position and may be returned to his/her former position without cause, and shall not be entitled to appeal under the grievance procedure.

In the event the Superintendent intends to recommend that a bargaining unit member be removed during the probationary period, the member will be granted, upon request, a meeting with the Superintendent to discuss his/her recommendation.

9.05 The Board may suspend a bargaining unit member accused of a drug-related offense, without pay, pending the outcome of any investigation and/or trial. If the employee is found not guilty by a court of law or the investigation is dropped without any charges being filed against the employee (i.e. the employee is fully exonerated), the Board will reinstate the member and reimburse him/her for lost wages.

9.06 The conviction, guilty, or no contest plea of a bargaining unit member for any of the listed crimes that prevent employment by a public school district in Ohio shall result in the immediate removal of the employee without further notice or process.

9.07 Car Allowance

Bargaining unit members, who are required to use their own automobiles in the performance of their duties, and members of the bargaining unit who are assigned to more than one (1) school per day (said school buildings being at least 1 mile apart), will be reimbursed for all such travel at the Internal Revenue Service (I.R.S.) nontaxable rate which is in effect on July 1, for all driving done for the School District during the following school year.

9.08 Credit Union

Upon the written authorization of the member of the unit, the Board shall deduct from said individual's wages the prescribed amount for the Medina County Federal Credit Union. Such authorization may be revocable by written notice upon the will of the member of the unit.

Money so collected shall be immediately forwarded, by the Treasurer, to the Medina County Federal Credit Union to be credited to the account of the member of the unit.

9.09 Tax Sheltered Annuities

The Board shall purchase, for any member of the unit desiring, a tax sheltered annuity program in accordance with Section 403(B) of the Internal Revenue Code. Such program shall be implemented if at least five (5) unit members wish to initially enroll with one (1) insurer but shall not be discontinued if the number in the program drops below five (5).

All deductions from a unit member's wages shall be forwarded to the annuity company immediately upon receipt of statement.

Each member of the unit shall have the responsibility to determine that their payroll deductions for tax sheltered annuities do not exceed the maximum amount provided in Section 403(B) of the Internal Revenue Code and regulations applicable to that Section, and shall not seek any payroll deduction in excess of that amount. Each member of the

unit shall, upon request of the Treasurer, provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amounts of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the I.R.S. maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

9.10 Professional Dues / Representation Fees

The deduction of dues shall be in accordance with the provisions of Sections 1.06 and 3.01.

9.11 Political Contributions

Upon the written authorization of the member of the unit, the Board shall deduct from said individual's wages the prescribed amount as that individual's contribution to a political organization of his/her choice. Such authorization shall be revoked by written notice upon the will of the member of the unit.

Money so collected shall be immediately forwarded, by the Treasurer, to the political organization along with the name of the member of the unit making the contribution.

9.12 Optional Group Health and Accident Insurance Plan

Upon the written authorization of the member of the unit, the Board shall cause to have deducted from said individual's wages the prescribed amount as the individual's contribution to optional group health and accident insurance plans. Such authorization shall be revoked by written notice upon the wish of the member of the unit.

Money so collected shall be immediately forwarded by the Treasurer to the designated insurance company(ies) with an accounting as to the name and amount contributed by each member of the unit.

9.13 Tax Deductions

Deductions shall be made for all legally required withholdings.

9.14 Buckeye Schools Educational Foundation

Upon a unit member's written authorization, the Board shall cause to have deducted from said individual's wages the prescribed amount as the individual's contribution to the Buckeye Schools Educational Foundation. Such authorization shall be revoked upon receipt of written notice from the unit member.

9.15 Electronic Deposit

Effective on a date determined by the Board after ratification and adoption of this Agreement, all members of the bargaining unit must have his/her pay electronically deposited into a financial institution for which direct deposit is available. Direct deposit verification forms will be distributed to employees on the day prior to paydays by electronic mail only. During the school year, employees shall be granted access to school computers and be permitted to print out their information individually. During the summer months, employees may obtain a copy of their direct deposit verification form from the Treasurer's office.

9.16 Employees shall receive their annual compensation in 26 equal pays.

ARTICLE X – EVALUATIONS

10.01 The Board shall provide to each member and the Union a copy of criteria and methods used by the Board to evaluate a member's work performance. The criteria and methods used by the Board to evaluate a member's work performance shall be relevant to the responsibilities and qualifications set forth in the member's job description. These shall be applied impartially and uniformly to all members in the same job classification.

10.02 Each member shall be evaluated annually. After a member is evaluated, a copy of the evaluation concerning the member's performance shall be signed by the employee, placed in the member's personnel file and a copy given to him/her within ten (10) working days after such evaluation is completed.

10.03 An employee may present written comments which shall be signed and dated by the employee and attached to the evaluation form if submitted within ten (10) days of the receipt of the evaluation by the employee.

ARTICLE XI -- WORK CONDITIONS

Whenever any employee is called into work to check a building or for other work, said employee shall be paid for a minimum of one (1) hour.

If the Board requires an employee to attend a training workshop, outside the employee's regular work shift, the employee will be compensated at his/her regular hourly rate of pay.

Professional development in-service dates will be set by the Superintendent after consultation with the Local President for the next school year by December 15th (of the prior school year) and will be placed on the school calendar. These dates will not necessarily be the same as the certified staff. Training and in-service programs occurring on waiver or in-service day will require affected employees directed to attend to receive a thirty (30) day advance notice of said training or in-service program. All employees will be required to attend such training and will be compensated at their appropriate hourly rate for a minimum of 7.25 hours. Employees using

sick leave on waiver or in-service days shall be required to make up the subject matter, and may be required to produce a doctor's excuse upon request of the Superintendent.

Employees required to be certified or recertified for their current position may request permission to participate in a workshop or recertification training to the Superintendent and/or designee and will be eligible to take ½ of the required time as professional leave and ½ of the time as personal leave or unpaid leave. Recertification or Certification will be paid for by the employee including BCI and FBI background checks. The employee has the option of paying all fees up front or the Board will pay initial fees and employee shall reimburse the Board of Education via payroll deduction over 6 months for repayment of these fees.

Employees may request permission to participate in outside training workshops, if related to their work area, by contacting the Superintendent or designee directly. If such training is approved by the Superintendent or designee, the cost of participating in such outside workshops shall be paid by the Board. If the workshop or training takes place during the employee's regular work shift, the employee will be compensated at his/her regular hourly rate of pay. If the workshop or training takes place outside the employee's regular work shift, no hourly compensation will be provided.

11.01 Mechanics

- A. Uniforms - Mechanics will purchase uniforms consisting of shirts and pants approved by the Transportation Supervisor. Upon submission of the original sales receipt, the mechanic will be reimbursed annually up to \$300.00. The care of the uniforms shall be provided by the mechanic. The Board will determine the number of uniforms needed. Mechanics will be required to wear the approved uniforms.
- B. Boot Reimbursement - Mechanics will receive a steel toed boot reimbursement of one hundred dollars (\$100.00) per school year with original sales receipt.

11.02 Cooks

- A. Uniforms - Cooks will be provided uniform tops. The cost of the uniform tops shall be paid by the Board of Education. The Board will determine the number of uniforms provided and the method used in providing this service. Uniform tops will be replaced as needed at the discretion of the supervisor, but in no case less than every two (2) years. Cooks will be required to wear the approved uniform tops.
- B. Event Pay - Cooks who work an event outside of his/her regular work hours will receive Step III of the cook's salary schedule. If there are no volunteers, the supervisor has the right to assign cooks to work an event from the least senior cook or head cook on a rotation basis. Payment for working an event will be included in the employee's regular pay check. If an employee is requested by his/her supervisor to stay after their normally scheduled work day to complete

regularly assigned duties, s/he will be compensated at his/her regular rate of pay. Event preparation work may be done during the cook's regular shift.

- C. At the discretion of the Food Service Supervisor, cafeteria personnel may be on duty when kitchens are used for cooking and at such times shall be paid the appropriate rate of pay, unless the employee has volunteered to be present.
- D. Overtime or extra hours available will be offered to cafeteria workers on an equitable rotation basis by building first and then outside to other employees of the cafeteria work group on an equitable rotation basis. The employee's immediate supervisor shall require an employee to work overtime if voluntary assignment is unsuccessful on an equitable rotation basis starting with the least senior in the Work Group.

11.03 Secretaries

- A. Ten month secretaries will work twenty (20) additional days outside the regular school year for students. These work days will be set by the Building Principal.

11.04 Paraprofessionals

- A. Paraprofessionals required to hold state or federal certification will be responsible for paying and securing the initial certification. All future renewal fees for the required certification shall be paid by the Board. Should additional training or course work be required to obtain or maintain certification, that responsibility and cost shall fall to the affected employee.
- B. Paraprofessionals will be provided training to enable and prepare them to work in all categories.
- C. Paraprofessionals may be assigned at the discretion of the Superintendent or designee in order to meet the needs of students.
- D. In the case of a special needs, classroom, or library aide absence requiring a substitute, when there is sufficient notice of such absence (no less than 24 hours), qualified paraprofessionals with less hours will be given the opportunity to substitute and the Board will obtain subs for the lesser hour positions.

11.05 Custodians

- A. Custodians shall be on duty whenever a scheduled activity or program is being held in a building and paid his/her contracted rate of pay. Custodians need not be on duty when only individual teachers, administrators and other employees are working in or meeting in school offices and/or classrooms, or when they are working with groups of students (e.g., athletics, band, choral, and play practices/rehearsals) however, the student activity supervisor is responsible for basic clean-up (examples: empty excess trash, sweeping floors, spot mopping, if

necessary) of affected areas. Athletic team scrimmages do not require a custodian on duty unless otherwise determined by the Administration or in the case of a scrimmage involving more than 1 visiting school. Where no custodian is assigned, the team coach is responsible for basic clean-up. Failure of student activity/coaches to adequately perform basic clean-up of affected areas when custodians are not assigned will be reported to the Administration.

- B. Overtime or extra hours available will be offered to employees in the same Work Group on an equitable rotation basis. The employee's immediate supervisor shall require an employee to work overtime if voluntary assignment is unsuccessful on an equitable rotation basis starting with the least senior in the Work Group.

ARTICLE XII -- REDUCTION IN FORCE

- 12.01 When a reduction in the number of employees is necessary, in whole or in part, in accordance with the ORC, the Board and Administration shall determine the affected work groups, job lines, and the number of positions or position reductions, as well as the effective date of the reductions. Affected work groups/job lines shall mean a declaration by the Board of Education to reduce employees and/or positions in those areas.

Prior to Board action instituting such reductions in the classified staff, the Superintendent shall meet with and discuss with the Union, such reductions.

- 12.02 Suspension of Contracts

Reductions will be made by "suspension of contracts," for employees in each affected work group and job line. Suspension of an entire contract shall mean that the employee is placed on an "inactive state" of employment in which the employee shall only be entitled to COBRA benefits.

WORK GROUPS AND JOB LINES

Work groups and job lines are as follows:

- A. TRANSPORTATION WORK GROUP

Job Lines

1. Bus Mechanic
2. Bus Driver

B. CAFETERIA WORK GROUP

Job Lines

1. Head Cook
2. Cook

C. OPERATIONS WORK GROUP

Job Lines

1. Maintenance
2. Head Custodian
3. Custodian
4. Cleaner/Laborer

D. SECRETARIES WORK GROUP

Job Lines

1. Secretaries
2. Office Assistants (formerly "office aides")

E. PARAPROFESSIONALS WORK GROUP

Job Lines

1. Special Needs Aides
2. Classroom/Instructional Aides
3. Library Aides
4. Study Hall Monitor Aides
5. Playground/Cafeteria Aides

Each "job line" in each "work group" shall contain a separate list of employees in rank order as per seniority as defined in Article II.

12.03 Bumping

- A. At the conclusion of the reduction process employees with the least seniority in a Work Group/Job Line (classification) that is declared an "affected" position shall have their contracts suspended. As such, if an affected employee has greater seniority than the least senior employee in the Work Group/Job Line (classification), that person with the least seniority with the same or similar hours shall have their contract suspended. However, affected employees retain the right to pursue displacement downward within their Work Group (classification series). Thus, employees in Job Line "1" of a Work Group shall have the right to "bump" to Job Line "2," provided they have the appropriate qualifications and

certification/license and so on. Should an employee be precluded from displacing another in the next lower position in the Work Group (eg., there are no less senior employees or the displaced employee does not have the appropriate qualifications), the employee will move downward into the next position on the Work Group.

- B. For the purpose of layoff, bumping, and recall, the employee will have the right to displace the least senior employee beginning with the position with the closest number of hours (without exceeding the employee's current hours). Any ultimately affected employee (i.e., whose contract is suspended in whole or in part) will be placed on the recall list.
- C. Bumping shall occur when a reduction in force is determined to have been implemented and an employee and the Union have been appropriately notified that a layoff of staff is occurring for the reason stipulated in Article XII. If the employee who is being laid off is not the least senior employee in the work group, then that person(s) may bump the least senior person in the work group beginning with the position with the closest number of hours (without exceeding the employee's current hours).
- D. An employee who has been bumped from one Job Line may bump the least senior employee in another Work Group, provided that employee has previous experience in that Work Group in the Buckeye Local School District and possesses the necessary certification/license, and has greater seniority than the employee being bumped.
- E. Special Needs Aide positions may be immediately reduced by the Board when a disabled student or students to whom a Special Needs Aide is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions of the Agreement are modified with respect to the position of Special Needs Aide to the extent that a Special Needs Aide so displaced may not automatically bump the least senior Special Needs Aide. In that case, the Administration may prevent such bumping if the best interests of the disabled student(s) affected so dictate. Such a determination by the Administration will be for good and sufficient reasons and not be arbitrary or capricious. Special Needs Aides who decline to bump into another position and/or who are otherwise displaced as the result of a reduction will be given all other rights accorded other employees herein (bumping, recall, etc.) except as otherwise specified herein.

12.04 Reinstatement

- A. A recall list of employees affected by a reduction in force in each Work Group/Job Line will be maintained. The list will be in a "high to low" order by Job Line seniority.

- B. Employees on the recall list will retain rights for recall for two years (730 days) or per the Ohio Revised Code whichever is greater, from the effective date of the reduction in force.
- C. The employee will be recalled to any vacancy or newly created position in his/her Job Line with equal or less hours, before the newly created position or vacancy is posted per Article XV. The two years (730 days) time limit applies. The employee will not be eligible for recall for vacancies in other Work Groups or Job Lines above his/her line. This provision applies to any employees who were forced to take a position with fewer hours subsequent to the 2005-2006 contract year as a result of a reduction in force.
- D. Employees will be notified by registered mail, to the address listed in the Board's payroll office, when a vacancy occurs for which they are eligible for reinstatement as per this Article. The employee must accept the position by written acceptance delivered to the Superintendent within ten (10) days of the date of the Board's notice of the position was mailed to the employee. Failure to respond in writing shall be considered to be a "job refusal" by the employee.

Refusal or unavailability to substitute or to accept a lesser-hour job shall not be interpreted as a decline in recall and the person shall remain on the recall list. If the person accepts a lesser-hour job or one for less pay, he/she shall remain on the recall list and is still eligible to be recalled to the job classification with the same hours and pay that he/she had before the layoff. Refusal to accept a recall by a bargaining unit member for which the member is eligible and does not result in a loss of pay and/or hours, shall sever all rights and relations between the member and the Board.
- E. Employees reinstated (called back) shall be paid at the rate for the Job Line they are called back to fill and shall be placed on the step they were at in the Job Line they held when their contract was suspended.

12.05 Miscellaneous

- A. Employees on the call back list may be used as substitutes in various Job Lines for which they qualify.
- B. Nothing in this Article shall limit the Board of Education's authority to create new or additional Work Groups/Job Lines or be construed to require the Board to fill any vacancies in any Work Group/Job Line; but such authority shall not be used to intentionally erode recall rights.

ARTICLE XIII – WORK WEEK

- 13.01 If an employee is required to work in excess of forty (40) hours in any seven (7) day period s/he shall be paid time and one-half (1 1/2), except that use of sick leave, personal

leave, and/or Bereavement day shall not be considered in determining eligibility for time and one-half pay. Any employee who works on a holiday (as defined in this Agreement, with the exception of the day after Thanksgiving) shall receive two (2) times their regular rate of pay for those holiday hours in addition to their regular pay for the day.

Nothing in this Section or Article shall be construed as authorizing or requiring overtime pyramiding. "Pyramiding" is defined as either the payment of more than one premium rate for the same hours worked i.e., the payment of overtime on overtime, or the counting of hours payable at the premium rate under one overtime provision in computing the hours payable at the premium rate under another overtime provision.

- 13.02 Overtime or extra hours available will be offered to employees in the same Work Group on an equitable rotation basis. The cafeteria work group will be excluded from this equitable rotation. The cafeteria work group will be offered in the building first and then outside to other employees of the cafeteria work group on an equitable rotation basis. The employee's immediate supervisor shall require an employee to work overtime if voluntary assignment is unsuccessful on an equitable rotation basis starting with the least senior in the Work Group.
- 13.03 Full-time employees will not be contracted to work more than five (5) consecutive work days in a calendar week to accumulate forty (40) work hours.
- 13.04 Bargaining unit members, not otherwise scheduled for summer employment, shall have the first opportunity to be hired for available summer jobs. Any such employment would be on the same basis and rate as "outside" summer employees and shall not be considered in determining the bargaining unit member's eligibility for benefits applicable to bargaining unit positions. Bargaining unit members asked to work within their classification over the summer will receive the appropriate contractual rate of pay for all hours worked.
- 13.05 Employees shall receive their regular rate of pay for attendance at meetings beyond their normal daily hours, at which their attendance is required by the Administration. This does not apply to any meetings initiated by the employee, to individual conferences involving student discipline matters, to grievances, or to conferences involving employee discipline.
- 13.06 Employees shall receive their regular rate of pay for hours actually worked on conference days.
- 13.07 Calamity Days

Any employee requested by the Superintendent or designee to work on a day when schools are closed due to a calamity shall be paid his/her regular rate of pay for the hours actually worked in addition to the calamity day pay.

After the first five (5) calamity days, twelve-month employees will have the option of reporting to work or taking the day without pay for all subsequent calamity days. Nothing herein shall be deemed to prevent the authorized use of other leave on such days, as provided in the contract.

Other than twelve-month employees, if required to work on a Board designated make-up day (all days after 5 calamity days will be made up), will not receive additional pay for work performed on such dates. Nothing herein shall be deemed to prevent the authorized use of other leave on such days, as provided in the contract.

ARTICLE XIV – TRANSPORTATION

14.01 Assignment of Duties

- A. All regular transportation runs shall be prepared by the Transportation Supervisor. A bus route consists of both a morning and afternoon run. The minimum time assigned for a bus route will be two (2) hours driving time. In addition, each bus route shall have added to it thirty (30) minutes for daily pre-inspection, warm-up, cleaning, as well as periodic fueling and overall care of the bus. All bus runs will be bid from and all buses will be stored at central storage. All runs will have initial established times and route locations available prior to being bid.

All bus drivers required to establish routing times and/or paperwork shall be paid for one (1) hour at their regular hourly rate of pay.

Drivers interested in substituting on kindergarten runs shall sign up on the appropriate list at the August Drivers Meeting. Once school begins, additions and deletions to the list must be submitted to the Transportation Supervisor in writing. Kindergarten runs vacated due to absenteeism will be offered by seniority to drivers on the kindergarten substitute list for the duration of absence. If driver accepts a route as substitute for an absence it is their obligation to continue on that route for the length of time the absence will occur, if they cannot, it will be given to another driver by seniority. All AM & PM runs available due to absenteeism will be given to substitute driver for duration of the absence.

- B. All regular and kindergarten transportation runs shall be bid annually by seniority (with the exception of spec. needs mid day runs) at the August Drivers Meeting, which shall be held on the second Wednesday of August. Special Needs mid-day runs are described as routes between 9:00 a.m. and 2:00 p.m. These routes will be temporarily assigned by seniority for 2 weeks and will be paid by time sheet. The third week of school these runs will be permanently assigned and re-bid if necessary (if a change occurs resulting in sixty (60) minutes or more). A list of all routes, that have been driven to establish approximate route times, will be provided to the drivers five (5) days before the August Drivers Meeting at which they submit their bids. This meeting will be paid to a maximum of two (2) hours. Driver's attendance at this meeting is mandatory. Any driver not able to attend

this meeting due to medically documented reasons, may put their preferences in writing to the Transportation Supervisor and shall receive the route picked in keeping with their seniority. Bids will be awarded at the August Drivers Meeting. When an employee bids on and receives a route, such route will be the employee's regular assignment for that school year unless or until routes are bid again.

Driver's routes that have different scheduled student days than Buckeye students are required to drive on all scheduled student days for the assigned route the driver bid on. The Transportation Supervisor may request the driver to drive on a day their bid route is not in session.

- C. For purposes of assignment two types of runs exist:
 - 1. School Day - transporting students for normal a.m. and p.m. school day operations, including high school, junior high school, elementary, kindergarten and shuttles.
 - 2. Extracurricular Runs - field trips and other activities.
- D. Bus drivers may make one request for transfer/change of assignment during any given school year. The request shall be made in writing to the Transportation Supervisor. The Transportation Supervisor may, within his/her discretion, attempt to accommodate the request by inquiring of other drivers to see if any person is willing to switch assignments with the requesting driver. If no driver agrees to such a switch, or if it is in the best interests of the District not to transfer the requesting bus driver, s/he must remain in the run assigned to him/her at the start of the school year.
- E. Bus drivers may apply for unassigned/vacant/new runs as they occur. Such runs shall be awarded in accordance with the terms of paragraph B. above. If a current bus driver applies for and is awarded such a run thereby creating a new vacancy in his/her previous position, that new vacancy shall also be filled in accordance with the terms of paragraph B. above. It is understood that drivers will not be permitted to split up their full AM/PM high school and elementary run that they bid on and accepted at the August Drivers Meeting.
- F. The Transportation Supervisor may make changes in routes/runs for reasons of safety or to maximize efficiency. If a change made during the school year results in an adjustment of sixty (60) minutes or more (increase or decrease) in the total route, the route will be re-bid according to seniority of those who apply. Additional time or dock will be paid from time or dock sheets. If a deduct occurs, benefits will stay at the original bid level for the remainder of the contract year.
- G. If mechanical failure, accident or other delays beyond his/her control cause a driver to work in excess of paid time, the driver shall be paid for all such excess

time upon the approval of the Transportation Supervisor. It shall be the responsibility of the driver to file for the excess time. Excess time shall be paid in quarter hour increments rounded off to the nearest quarter hour.

- H. Mechanics shall be used as drivers only in cases of emergency. Emergency will be defined on a case-by-case basis as determined by the Transportation Supervisor or designee.
- I. Any time students are transported for school day operations requiring a school van, a Buckeye Local School Bus Driver shall drive the van.
- J. In the event of an accident involving a school bus and/or vehicle, a school administrator shall respond in person to the site during the regular scheduled school day and where practical after hours.
- K. Upon request, Buckeye Bus Drivers will have their jackets replaced at the beginning of the 2008-2009 school year and every three years after that time. All jackets currently being used will be returned to Buckeye Local Schools Transportation Department at the time of leaving employment.
- L. It is the responsibility of the Board to supply all necessary health and sanitary supplies for the day-to-day operation of buses, such as paper towels, vomit dry and plastic storage containers, waste baskets, and glass cleaner.
- M. Recertification of Bus Drivers will be paid for by the employee including BCI and FBI background checks. Payroll deduction over 6 months is offered for repayment of these fees or employee may pay up front.
- N. Safety of buses will be determined by Administration, mechanics & Ohio State Patrol with input of Driver.

14.02 Field Trips, Athletic Trips, and Co-Curricular Transportation

- A. Any time students are transported to and from a school activity requiring a Board owned vehicle (i.e. Bus), a Buckeye Local School Bus Driver shall drive the activity. Any field trip, for which a bus driver or school vehicle is not available, may be driven with charter buses. The Administration reserves the right to use charter buses on any field trip that would travel in excess of one hundred (100) miles from the sending school.
- B. Any field trip for which six (6) or more students are transported in one (1) school van, a bus driver will be scheduled to drive such activity at a field trip rate of pay. Said driver may not be scheduled for a regular bus route at any time during the van trip. If all drivers are scheduled on regular routes, the Administration will have the right to have a certified van employee drive students to and from the activity.

- C. A list will be posted each Tuesday morning at 9:00 a.m. and will contain all of the known trips which are scheduled for the week commencing the following Monday. This list will be removed at 4:00 p.m. on Wednesday. If the initial posting is delayed, the same 31 hour time period will be provided
- D. There will be four (4) rotation lists established for trips, which shall be openly posted in the drivers' room. One for trips during the work week (i.e. Monday through Friday) ["Work Week List"]; one for trips Saturday, Sunday, and holidays ["Weekend Lists"]; one for summer work ["Summer Trip List"]; and a "New Trip List." The summer rotation list will begin the first day after the last day for students in June. All four (4) rotation lists will start with the most senior bus driver at the start of each school year.
- There must be at least ten (10) hours between trips in order for a driver to be eligible for both trips (i.e. between the work week rotation and the weekend rotation).
- E. Drop off and pick up trips (in the same day) will be posted as such and paid at the driver's regular rate of pay for a minimum of one (1) hour (per drop off or pick up).
- F. In order to be eligible for trips, drivers must sign up for the trip of their choice on either or all trip lists by 4:00 P.M. on the Wednesday following the posting. The assigned trips will be posted according to seniority by Thursday morning.
- G. If a driver does not desire extra trips for the current school year s/he shall have the option of withdrawing his/her name from the rotation list. If a driver who does not elect to initially place his/her name on the rotation list decides after the start of the school year that s/he would like to be on the rotation list, s/he shall have the option of adding his/her name to the rotation list at any time. Such withdrawals or additions shall be made in writing to the Transportation Supervisor.
- H. All extra trips will be offered to those drivers who have signed up on the appropriate trip lists.
- I. After all trips have been assigned; the assignments will be noted on the rotation lists.
- J. Once trips are assigned, drivers may exchange trips. An exchange of trips will not affect a driver's turn on the rotation list. Drivers who exchange trips must notify the Transportation Supervisor immediately.
- K. If a driver turns down a trip after accepting it, s/he will not be eligible for another trip on the next rotation. If the same driver turns down another trip after accepting it, s/he will be subject to the disciplinary procedures. Exceptions will

be allowed, if the driver has a legitimate excuse, e.g., personal illness or a family emergency. Trips affected by this paragraph will be considered "New Trips" and filled in accordance with Paragraph I of this Article.

- L. "New Trips" will be defined as any trips which are received subsequent to the Tuesday posting and any trips that are turned back in by any driver. Such trips will be announced on the radio during the morning run times, when possible, and offered to the next driver on the "New Trip List" in rotation, until it is assigned. Any new trips that are canceled will not be replaced.
- M. If a Posted Trip is canceled after it has been assigned, that driver will have first choice of the available trips posted the following Tuesday. If more than one trip is canceled in a given week, the drivers will choose their trips in the order in which they were canceled, until all canceled trips have been filled. Those cancellations will be carried to the following week(s) until they are filled. Once all drivers who had trips canceled have picked, the assignment of trips will continue from the posted rotation list.
- N. If a trip on the summer trip list is canceled, a replacement trip will not be offered and the rotation will continue.
- O. If a driver accepts a field trip in lieu of his/her regular route, and that trip is canceled after the driver leaves storage, the driver will receive the following compensation:
 - 1. If the trip is canceled due to administrative error in failing to communicate the cancellation in a timely manner to the driver in order that s/he may drive his/her regularly assigned route, the driver will be compensated at his/her regular rate of pay for his/her forfeited regular route.

The Transportation Supervisor or his/her designee will investigate the circumstances surrounding any such cancellation of a field trip and will report back to the affected driver and the Union concerning the reason for the cancellation, along with the amount of compensation that will be paid to the driver.
 - 2. If the field trip is canceled for reasons beyond the administrations control (i.e. weather, mechanical breakdown of vehicles, last minute cancellation of an athletic competition by the other school, etc.), the driver will be paid at the field trip rate for a minimum of two (2) hours.
- P. The starting time for all field trips shall be from the time the driver leaves central storage and will be calculated beginning ten (10) minutes before the posted field trip and ending time will be the return to central storage. The minimum pay for Posted Trips and New Trips will be two (2) hours.

- Q. Drivers taking overnight trips shall be paid for all On Duty Time. On Duty Time is defined as:
1. From the time the driver leaves storage until s/he reaches his/her final destination for the day.
 2. On subsequent days during the same trip, On Duty Time begins when the driver's transportation duties begin for the day until s/he reaches his/her final destination for the day.
 3. Lodging accommodations will be made and paid by the Board, and reimbursement of meals up to \$25.00 per 24 hour period of the trip will be provided upon submission of receipts to the Treasurer. The Board of Education will not reimburse employees for tips.
 4. A trip will be considered an overnight trip for the purpose of this section, whenever students involved in the activity are staying overnight.
- R. Drivers who are employed by the District in another position, may not bid on or accept a field trip that conflicts with his/or her regularly scheduled work day in the other position, without the express approval of the Superintendent.

14.03 Bus Drivers Annual Contract Hours and Total Wages

Bus Drivers' contract hours and total contract wages for a contract year shall be established on an annual basis and limited as follows:

- A. The daily hours for each run a.m., p.m., kindergarten, and special route shall be measured to the nearest five minute segment. The minimum pay for kindergarten shall be one (1) hour.
- B. The time measurement shall be made for each driver for the time necessary to depart from the bus storage point and return directly to the storage point for each route.
- C. All extra time sheets that have not been historically or traditionally paid by the District are disallowed.
- D. If a change made during the school year results in an adjustment of sixty (60) minutes or more (increase or decrease) in the total route, the route will be rebid according to seniority of those who apply. Additional time or dock will be paid from time or dock sheets. If a deduct occurs, benefits will stay at the original bid level for the remainder of that contract year.
- E. All drivers will be paid on the Buckeye School calendar. Time sheets or dock sheets will be required for dates that conflict with the Buckeye School calendar.

14.04 Bus Driver Physical Examinations

All bus drivers shall be in compliance with the School Bus Driver Physical Qualification Rule (O.A.C. 3301-83-07).

14.05 Drug and Alcohol Testing for Employees Required to Have a Commercial Driver's License (CDL)

The provisions of this Section are intended to comply with the Buckeye Local Schools Drug Free Work Place Policy (GBP), the Omnibus Transportation Employee Testing Act of 1991 and relevant U.S. Department of Transportation regulations. This Federal Law requires that all employees who are required to hold a Commercial Drivers License (CDL) as a condition of employment be tested for the use of alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP).

The purpose of this Section is to identify the employees in the bargaining unit who are subject to this law and to identify the procedures under which these employees may be tested for use of the above mentioned substances. The parties recognize that substance abuse is an addictive illness; therefore, this procedure is designed to protect the interests of the Board of Education in maintaining a safe environment as well as to assist affected employees in overcoming their illness.

Employees who are required to hold a CDL as a condition of employment are subject to this Article.

A. Definitions

The following words used in this Section have the meaning as defined below unless the context plainly requires otherwise:

1. "Alcohol," the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
2. "Alcohol use," the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
3. "Alcohol concentration (for content)," the alcohol in a volume of breath as indicated by an evidential breath test.
4. "Board," the Buckeye Local School District Board of Education.
5. "CDL," commercial driver's license.
6. "Certificate," a certificate issued by the Buckeye Local School District Board of Education to operate a school bus or other school district-owned vehicle.

7. "Covered employee," an employee of the Board who holds a CDL and performs any safety-sensitive function (i.e. bus drivers and bus mechanics).
8. "Drugs," amphetamines, cocaine, marijuana, opiate, or phencyclidine (PCP). As used in this Section, "Drug" is used interchangeably with "controlled substance." When administering a drug test, the Board shall ensure that the following are tested for: (1) Marijuana; (2) Cocaine; (3) Opiates; (4) Amphetamines; and (5) Phencyclidine (PCP).
9. "School bus," a commercial moving vehicle owned by the Board. As used in this Section, "school bus" includes any moving vehicle owned by the Board requiring a CDL to operate.
10. "Safety-sensitive function," for the purpose of this Section, includes all time a covered employee is:
 - a. Waiting to be dispatched;
 - b. Inspecting equipment as required or inspecting, servicing or conditioning any school bus;
 - c. Driving at the controls of a school bus in operation or remaining in readiness to operate a school bus;
 - d. Loading or unloading a school bus, or assisting in the same;
 - e. Performing functions relating to accidents; or
 - f. Repairing, obtaining assistance, or remaining in attendance upon a disabled school bus.
11. "Substance abuse professional," a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or an addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with the knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders, who is not employed by the School District.
12. "Superintendent," the Superintendent of Schools of the Buckeye Local School District, or designee.
13. "Test site," the designated location of the contracted health provider where drug and/or alcohol testing occurs.

B. General Provisions

1. Before performing an alcohol or drug test under the Federal Law or this Section of the collective bargaining agreement, the Board shall notify the covered employee that the alcohol or drug test is required by Federal Law and this Section of the collective bargaining agreement.
2. No covered employee may use alcohol or a prohibited drug while performing his/her duties.
3. Covered employees are prohibited from using alcohol within four (4) hours prior to performing their duties.
4. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.02 or greater, or being under the influence of a prohibited drug, the employee shall immediately cease performing his/her duties for at least twenty-four (24) hours from the time of the Board's learning the results of such alcohol or drug test.
5. Covered employees shall submit to the following:
 - a. Pre-employment alcohol and/or drug test;
 - b. Post-accident alcohol and/or drug test;
 - c. Return-to-Duty Testing;
 - d. Random alcohol and/or drug test;
 - e. Reasonable suspicion alcohol and/or drug test; and
 - f. Follow-up alcohol and/or drug test.
6. Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties. A refusal to submit to testing will be considered a positive test result.

C. Pre-Employment Testing

1. *Alcohol:* Prior to employment, a covered applicant must undergo an alcohol test. The applicant shall not be hired unless the test comes back with a verified negative result.

2. *Drugs:* Prior to employment, a covered employee must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a negative result.

D. Post-Accident Testing

1. A covered employee shall be tested for drugs and alcohol as soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for a moving traffic violation arising from the accident.
2. The alcohol tests shall be administered within two (2) hours of the accident or as soon as practicable, but in no case more than eight (8) hours after the accident.
3. A covered employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the covered employee undergoes the post-accident alcohol test, whichever occurs first.
4. A covered employee shall be tested for drugs as soon as practicable and within thirty-two (32) hours of the accident.
5. If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying his/her supervisor of his/her location if s/he leaves the scene of the accident prior to the submission of such test, s/he shall be deemed to have refused to submit to testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people leaving the scene of an accident for a period to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

E. Return-to-Duty Testing

Before a driver who has been disciplined or enrolled in an employee assistance program for substance abuse under this Section may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.

F. Random Testing

1. Covered employees are subject to random unannounced alcohol and drug testing.

- a. *Alcohol*: The minimum annual percentage rate for random alcohol testing shall be 25% of the covered employees, or other such number as is published in the Federal Register annually.
 - b. *Drugs*: The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing under this provision.
2. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection will be conducted by the test site. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.
 3. Employees selected for random alcohol and/or drug testing may be notified of their selection while on either their morning or afternoon route, and shall proceed to the test site within two (2) hours after or during their runs.

G. Reasonable Suspicion Testing

1. A covered employee who a supervisor has a reasonable suspicion to believe has violated this Section (i.e. is either under the influence of alcohol or a prohibited drug) shall submit to an alcohol and/or drug test upon the supervisor's request. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the work day when the covered employee is required to be in compliance with this Section.
2. The supervisor's belief must be based on his/her observation concerning the appearance, behavior, speech, or body odor of an employee. Supervisors must be provided with annual training by a substance abuse professional and must receive such training before a reasonable suspicion determination can be made.

H. Follow-Up Testing

1. A covered employee who returns to work in a position requiring the performance of safety-sensitive functions following discipline or enrollment in an employee assistance program for substance abuse is subject to follow-up testing. The number and frequency of such follow-up testing is determined by a substance abuse professional and consists of six (6) unannounced tests during the first twelve (12) months following the

employee's return to duty. After the first year, the substance abuse professional may terminate this requirement or continue follow-up testing for another four (4) years after the date of initial disclosure, discovery or determination hereunder.

2. Such follow-up testing shall be conducted just prior to the start of the covered employee's performing his/her duties, during the performance of such duties, or just after the completion of such duties.

I. Employee Assistance Program

1. Covered employees who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the employee assistance program, including use of accrued sick leave, and will qualify for the receipt of medical insurance benefits for treatment of substance abuse including follow-up care, to the extent that such benefits are provided under this collective bargaining agreement.
2. Ordinarily, voluntary disclosure of a drug or alcohol addiction (i.e., prior to any work related incident) by a covered employee will not, in and of itself, subject a covered employee to disciplinary action.

J. Disciplinary Action

A covered employee will be subject to disciplinary action under this Section, up to and including termination, for any of the following reasons, in accordance with the terms of this collective bargaining agreement:

1. Reports for duty or performs work while having an alcohol concentration of at least 0.02 but less than 0.04, or while having an alcohol concentration of 0.04 or greater.
2. Reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug.
3. Refuses to submit to drug or alcohol testing.
4. Alters or attempts to alter alcohol and/or drug testing results.
5. Fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the covered employee leaves the scene of the accident prior to the submission of a post-accident test, unless the covered employee's departure is to obtain necessary emergency medical care).

K. Information Available to Covered Employees

Educational materials explaining the requirements of the federal regulations and of the Board's policies and procedures to meet the federal regulations shall be provided to all covered employees, including the following:

1. The name of the person designated by the School District to answer questions about the materials;
2. The categories of employees who are subject to testing;
3. Information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations;
4. Information concerning what conduct is prohibited;
5. The circumstances under which employees are subject to testing;
6. The procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee;
7. The requirement that covered employees must submit to testing as required by the regulations;
8. An explanation of what constitutes a refusal to be tested and the attendant consequences;
9. The consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation and treatment;
10. The consequences for a test indicating an alcohol concentration greater than 0.02 but less than 0.04; and
11. Information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an employee assistance program or to management).

These materials are to be distributed to each covered employee prior to the start of alcohol and drug testing, and to every other employee who is hired or transferred into a covered position thereafter. Each covered employee must sign a statement certifying receipt of these materials. Each employee and labor organization

representing board employees shall receive written notice of the availability of this information, and the identity of the employers designated representative in charge of answering employee questions about the materials.

L. Training for Supervisors

Supervisors or other individuals who are to determine whether an employee is to be tested on a reasonable suspicion basis are required to receive training of at least 120 minutes for the physical, behavioral, speech and performance indicators of alcohol and drug use (i.e. at least 60 minutes of alcohol training and at least 60 minutes of drug training).

M. Miscellaneous

1. All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the covered employee's regular rate of pay, or at his/her overtime rate, if applicable. Any covered employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by a covered employee. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.
2. Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act.
3. A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable federal regulations.
4. All tests shall be conducted in accordance with federal testing guidelines and be performed by a laboratory that is federally certified.
5. The alcohol and drug testing program shall be under the direction of the District's Transportation Supervisor.

ARTICLE XV -- POSTING OF VACANCIES

15.01 All vacant positions which the Board of Education decides to fill, newly created positions, and positions to which additional time is added, shall be posted internally for a

period of five (5) days and internal candidates will be interviewed. The position may then be externally posted and filled within thirty (30) work days from initial posting unless the vacancy occurs within sixty (60) calendar days from the end of the school year. The filling of a vacancy requirement in reference to end of the school year excludes any twelve month (260 day) position. All others will be posted at the end of the school year to start the position at the beginning of the next school year if less than 60 calendar days. All transportation will be posted as required in Article XIV Transportation. The Local Union President shall receive copies of all postings of positions. The Local Union President shall be notified if a position is not to be posted (i.e. if the Board decides not to fill a position). Announcement of vacant positions will be emailed to staff and posted in the office of each school building and in the Bus Garage. External postings will be posted on the school district website for a period of five (5) days.

15.02 During the Summer, in addition to the posting requirements specified in Section 15.01, the Administration will notify employees of vacancies through a "Buckeye Broadcast," posting it on the District Website, and by emailing the notices directly to the employees.

15.03 The notice of vacancy shall include the following:

- A. The job line (title)
- B. Who to contact
- C. Application procedure & deadline date
- D. Probable starting date
- E. Location
- F. Qualifications
- G. A copy shall be sent to the O.A.P.S.E. President.

15.04 All members of the bargaining unit who apply for posted vacancies shall be interviewed first and considered before applicants from the outside are considered for vacancies.

The following criteria, in addition to the interview process, will be used to determine the best qualified candidate:

- A. Experience
- B. Education/Training and Testing (where applicable)
- C. Evaluations
- D. Attendance (FMLA qualifying absences shall not be considered)

When the qualifications of two or more internal candidates under final consideration for the vacancy are determined to be substantially equal, the candidate with the most district seniority will be selected for the position.

- 15.05 Any employee temporarily or permanently promoted to a higher paying job shall be placed on the step of the new salary schedule which will result in an equal or next higher hourly rate than the employee received prior to the promotion.

ARTICLE XVI -- INSURANCE BENEFITS

Unit members employed less than full-time shall be eligible for medical, prescription, vision, dental, and life insurance coverage, with the Board paying the fractional part of the premiums proportional to the fractional part of the work for which the contract is issued. Full-time is defined as an employee who works thirty (30) or more hours per week. New hires will be eligible for insurance after a 90 calendar day period.

Board / Employee Costs

The Board shall pay the cost of medical (PPO), dental, prescription, vision and life insurance premiums for full time employees in accordance with the following schedule:

Fiscal Year	Single	Family
2014-2015	90%	90%
2015-2016	87.5%	85%
2016-2017	85%	82.5%

Other than full time bargaining unit members may obtain benefits in proportion to the hours scheduled to be worked per week, with the Board providing the above percentages of the cost times the fractional level of employment. For example, in FY 2014-15, an employee scheduled to work 15 hours per week would have access to benefits at 1/2 of the 90% (45%), with the employee responsible for 55% of the premium cost.

Bargaining unit members shall be eligible to join the PPO Medical Plan. The open enrollment period will be during the month of September of each year and effective on and after the ensuing October 1.

* The level of benefits granted to cafeteria employees shall be maintained at the level of benefits applied prior to the start of the 1982-1983 school year. Cafeteria employees hired after September, 1982 shall be subject to proration based upon the above prescribed hours.

16.01 Hospitalization/Surgical/Major Medical

- A. The Board shall provide comprehensive major medical coverage for each member of the unit, employed full-time, and his/her family, as set forth in the schedule of benefits in Appendix "B."
- B. A member of the bargaining unit may change the coverage status (single or family) effective the first of any month subject to the rules and regulations of the carrier.
- C. Prescription Drug Purchasing Plan

The Board shall provide prescription drug insurance for each member of the unit as set forth in Appendix "C."

16.02 Term Life Insurance

- A. The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit in the amount of \$50,000.
- B. The Board shall allow individual members of the bargaining unit to purchase additional amounts of coverage through payroll deduction, provided the number of individuals electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- C. In accordance with the provider's plan, members of the bargaining unit have the option to convert the existing term amount to an individual plan thirty-one (31) days after termination of employment (for any reason) with the Buckeye Schools at their then attained age with "no medical exam."

16.03 Dental Insurance

- A. The Board shall purchase family dental insurance protection for each member of the unit which is equal to or exceeds the specifications below.
- B. Specifications:
 - 1. Maximum Benefits per person
 - Class I, II, and/or III \$2,500/year
 - Class IV \$850 per person lifetime
 - 2. Deductible - Individual \$25 per calendar yr.
Family \$75 per calendar yr.

3. Benefits Paid

- a. Class I - Preventive & Diagnostic No deductible; 100% of the usual, customary and reasonable charges
- Routine Oral Exams One every six (6) months
- Fluoride Treatments One every twelve (12) months
- Emergency Paid Treatments
- Space Maintainers
- Diagnostic X-rays
- Tests & Lab Exams
- b. Class II - Basic Restorative 80% of the usual, customary and reasonable charges
- Fillings Amalgams, Silicate, Acrylic
- Root Canal Therapy
- Treatment of Gum Disease
- Repair of Bridgework & Dentures
- Extraction and Oral Surgery
- General Anesthesia only if medically necessary
- c. Class III - Major Restorative 60% of the usual, customary and reasonable charges
- 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
- d. Class IV - Orthodontia 60% of the usual, customary and reasonable charges with a lifetime maximum benefit of \$1200 per person
- Full Banded Orthodontic Treatment
- Appliances for Tooth Guidance
- Appliances to Control Harmful Habits
- Retention Appliances - not in connection with full banded treatment.

16.04 New Hires

New hires will be eligible for insurance after initial 90 calendar day period.

16.05 Procedure for Change in Carrier(s)

The Board of Education reserves the right to place the hospital, surgical, major medical, dental and life insurance plans up for bid, in an attempt to lower costs, under the following conditions:

- A. Representatives of the Union shall have the right and adequate time to investigate any carrier being considered by the Board and the right to raise questions and/or concerns regarding a prospective carrier.
- B. Should a new carrier be selected by the Board to provide the hospital, surgical, major medical, dental and life insurance coverage, there shall be no substantial diminution of coverage, benefits and/or service levels as a result of the change of carrier.
- C. The Union President shall be provided and updated with all documents pertaining to insurance coverage provided by the Board under this Article.

16.06 Vision Benefit

The Board shall provide vision insurance for all unit members and members of his/her immediate family as follows:

BENEFIT	MEMBER DOCTOR	NON-MEMBER DOCTOR
Examination	100%	Up to \$35.00
Single Vision Lenses	100%	Up to \$25.00
Bifocal Lenses	100%	Up to \$40.00
Trifocal Lenses	100%	Up to \$55.00
Lenticular Lenses	100%	Up to \$80.00
Frame	A wide selection of attractive frames are covered in full.	Up to \$45.00
Contact lenses, evaluation and fitting		
Necessary	100%	Up to \$210.00
Elective	Up to \$105.00	Up to \$105.00

A total of \$20.00 Co-Pay applies to all materials.

16.07 If a Unit Member's Spouse Has Employer Paid Insurance Available

If the spouse of any member of the bargaining unit who is employed outside the District, has any type of medical or hospitalization insurance available to him/her which is paid by his/her employer, such spouse shall be required to accept coverage for him/herself under that insurance. Failure to do so shall result in the Board paying the premium for only single coverage for the bargaining unit member. Documentation must be provided from the spouse's employer certifying that the spouse does not have insurance available to him/her. This requirement does not apply to any spouse who is required to pay more than \$300 (\$325, effective July 1, 2015; \$350 effective July 1, 2016) per month for single coverage through their employer or public retirement system's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount.

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

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, annually, a written coordination of benefits questionnaire (Appendix "B").

16.08 Insurance Committee

An Insurance Committee shall be formed, consisting of three members appointed by the O.A.P.S.E. Union, three members appointed by the B.L.E.A. Union, and three members appointed by the Board. This committee may meet on a quarterly basis to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for members of the bargaining unit may be provided in a more cost effective manner. Deliberations of the Insurance Committee shall not constitute negotiations, but the Committee shall have the authority to make recommendations to both the Board and the Union. For the duration of this Contract, the Committee will also engage in the investigation of HSA's and other alternative health care options and educate staff on such options and findings.

16.09 The Board shall institute an IRS 125 plan, which shall apply only to insurance payments of bargaining unit members, and a plan for the tax deferral of SERS contributions.

ARTICLE XVII – SEVERANCE PAY

17.01 All members of the unit who retire from active service in the School District with at least five (5) years of service in the School District immediately preceding retirement will, upon filing of the proper application with the Treasurer, be granted severance pay.

Severance pay will be based upon the daily rate of pay as determined from the individual's basic contract, exclusive of all supplemental contracts and allowances, in

effect at the time of retirement. The severance payment shall be one quarter (1/4) of all accumulated sick leave days, to a maximum of ninety (90) days.

An employee shall be deemed to have retired within the meaning of this Section when (1) the employee's service with the District has terminated, and (2) the employee has been accepted as a service retiree by the Public School Employees Retirement System (Chapter 3309 of the Ohio Revised Code).

Should an employee sever employment by death, payment of severance shall be made to the employee's designated beneficiary for the life insurance policy set forth in Article 16.02. If there is no designated beneficiary, payment of severance shall be to the deceased's estate in accordance with the Ohio Revised Code within thirty (30) calendar days of the employee's death.

ARTICLE XVIII – HOLIDAYS

18.01 Holidays

- A. All nine (9), ten (10), and eleven (11) month bargaining unit members shall receive pay for the following nine (9) holidays:

New Year's	Labor Day
Martin Luther King Day	Thanksgiving
President's Day	Christmas
Memorial Day	Good Friday
Day After Thanksgiving	

If the day before Christmas or New Year's falls on the member's scheduled work days, each member shall be paid for the holiday.

- B. All twelve (12) month bargaining unit members shall receive pay for the following twelve (12) holidays:

New Year's	Labor Day
Martin Luther King Day	Thanksgiving
President's Day	Day After Thanksgiving
Memorial Day	Christmas
Independence Day	Good Friday
Christmas Eve	New Year's Eve

- C. In the event a paid holiday falls on a Saturday, then Friday will be the paid holiday. In the event a paid holiday falls on a Sunday, then Monday will be the paid holiday.

- D. In order to qualify for holiday pay, a member must be in pay status the entire day (i.e. either working or on a paid leave of absence) the last scheduled working day prior to and the first scheduled working day after the holiday.

ARTICLE XIX - WAGES FOR LONGEVITY

19.01 Longevity

Additional increases in annual salary will be paid in a lump sum according to seniority date. If an employee's seniority date is between December 15 and June 1, that employee will be paid longevity by July 1. If the employee's seniority date is between June 2 and December 14, that employee will be paid longevity by January 15.

Longevity pay shall be as follows:

Years 10 - 15	\$300.00
Years 16 - 20	\$325.00
Years 21 - 25	\$350.00
Years 26 - 30	\$400.00
Years 31 -	\$500.00

ARTICLE XX – SALARY AND SCHOOL EMPLOYEES PAID RETIREMENT

- 20.01 Salaries for the period of this Agreement shall be as set forth in the schedules appearing in Appendix "D."
- 20.02 The former 5% pick up of SERS retirement by the Board will be folded back into salary beginning on July 1, 2015, which will be reflected in pay beginning with the first payroll in July, 2015.

ARTICLE XXI -- DISCIPLINARY PROCEDURES

- 21.01 The following are guidelines for progressive disciplinary action which shall be used for employee job performance deficiencies and/or unacceptable employee conduct, standards or practices. No employee shall be reduced, suspended or discharged except for the reasons as provided in O.R.C. §3319.081.

Step 1 Verbal Warning

Verbal notification to the employee.

A verbal warning shall be given to the employee within thirty (30) calendar days from the date on which the supervisor reasonably could have known of the incident. An internal administrative log will be maintained for the purpose of documenting verbal warnings. The log shall not be placed in the employee's personnel file. The legitimacy of any verbal warning shall be reviewed by the Superintendent or designee prior to its issuance to the employee.

Step 2 Reprimand

Written reprimand from the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 3 Day Suspension

Penalty of up to three (3) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and the employee.

Step 4 Termination/Long-Term Suspension of Employment Contract

Termination and suspensions with loss of pay longer than three (3) days shall be by the Board of Education.

21.02 Depending upon the severity of the offense/violation of which discipline is deemed necessary, (a suspendable or terminable offense), disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any step.

21.03 Twelve (12) months following the written reprimand the employee may request that the Superintendent review the employee's job performance. If performance has shown correction of areas for which reprimand was given, the reprimand may be removed. If the reprimand is not removed, the Administration shall meet with the employee and Union to give its reason(s).

21.04 Members of the bargaining unit shall have the right to be represented by the Union at discipline conferences 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 Union representative(s) and the identity of said representative(s). Unavailability of specific Union representative(s) shall not delay the disciplinary conference more than two (2) days.

21.05 Upon initial employment, all bargaining unit members shall receive the Board adopted job description.

ARTICLE XXII -- MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, the Board reserves and retains all managerial rights and responsibilities vested in it by law including, but not limited to, the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services, overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means, or personnel by which Board operations are to be conducted; the right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain

employees; the right to determine the adequacy of the work force; the right to determine the overall mission of the employer and to take actions to carry out said mission; and the right to effectively manage the work force.

ARTICLE XXIII – AGREEMENT

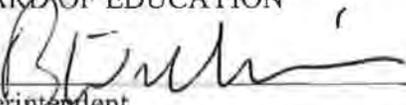
23.01 This Agreement shall be effective 12:00 A.M. on July 1, 2015, and shall remain in full force and effect through 11:59 P.M. June 30, 2018, for all Articles and Provisions.

ARTICLE XXIV -- SIGNED AGREEMENT

This Contract will be in full force and effect from July 1, 2015, through June 30, 2018.

BUCKEYE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

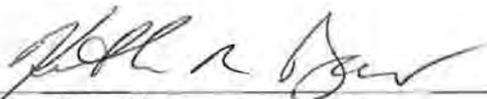
UNION



Superintendent



President, O.A.P.S.E. #216



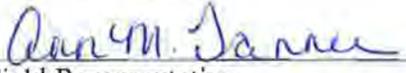
Board President



Vice President, O.A.P.S.E. #216
Secretary



Treasurer



Field Representative

Appendix "A"
BUCKEYE LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM - OAPSE LOCAL #216

STEP ___ GRIEVANCE

GRIEVANCE NUMBER: _____

This form should be prepared in duplicate, and signed by both the grievant and the appropriate administrator at each Step; each shall retain a copy.

GRIEVANT: _____ DATE OF FILING: _____

ASSIGNMENT: _____

DATE OF THE ALLEGED VIOLATION _____

DATE OF THE INFORMAL GRIEVANCE MEETING _____

STATEMENT OF GRIEVANCE (Provide a description of the facts supporting the grievance and identify the nature of the violation, misinterpretation or misapplication, and the specific provision(s) of the agreement that have been allegedly violated, misinterpreted or misapplied): _____

RELIEF SOUGHT: (Please provide the precise remedy being requested) _____

Signature of Grievant _____

Received by Administration at:

Step I _____
Signature Date

Disposition: (see attached)

Step II _____
Signature Date

Disposition: (see attached)

Step III _____
Signature Date

Disposition: (see attached)

APPENDIX "B"

BUCKEYE LOCAL SCHOOLS
MEMBERS WITH OR SEEKING FAMILY COVERAGE WHICH INCLUDES A SPOUSE MUST
COMPLETE THIS FORM

COORDINATION OF BENEFITS (COB) QUESTIONNAIRE

(Documenting a Spouse's Access to Employer/Retirement Sponsored Medical Insurance)

- Complete this form – if your spouse is enrolling in the BLS D Medical Plan.

BLS D Employee _____	SSN _____
Position _____	Bldg./Assignment _____
Spouse's Name _____	SSN _____
Spouse's Employer _____	Retired from a Public Retirement System? _____

The BLS D COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer's group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where he/she is required to pay single/individual coverage costs the spouse less than \$300 per month (\$325, effective July 1, 2015; \$350 effective July 1, 2016). Your spouse's claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of BLS D employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than \$300 per month for single medical and prescription insurance through his/her employer (\$325, effective July 1, 2015; \$350 effective July 1, 2016), he/she must complete a "change of coverage" form and return it to the Treasurer's office.

<p>Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: \$ _____</p> <p>Open enrollment period at your spouse's employer (day/month format) _____</p> <p>If your spouse is required to pay less than \$300 per month for single medical and prescription insurance through his/her employer (\$325, effective July 1, 2015; \$350 effective July 1, 2016), he/she must complete a "change of coverage" form and return it to the Treasurer's office. IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE, REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.</p>

SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:

If my spouse's employment or access to employer sponsored health care status changes in the future, I understand that I am responsible for completing an Enrollment Form and COB Questionnaire within 31 days of the employment status /accessibility to employer sponsored health care or retiree health care change. If an Employee or Dependent (or anyone acting on behalf of either) makes a false statement or intentionally withholds information, and as a result coverage is provided which would otherwise not have been, or claim which would otherwise not be paid is paid, the Plan has the right to: 1) Recover any amounts paid as a result of the misrepresentation, and 2) Terminate coverage immediately, and 3) Recover damages, including legal fees, from the Employee or from any other person responsible for misleading the Plan, and from the person for whom the benefits were provided.

Employee Signature _____ Date _____

Direct inquiries and return form to: The Office of the Treasurer

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | Plan Type: POS



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.HealthReformPlanSBC.com or by calling 1-888-982-3862.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For each Calendar Year, In-Network: Individual \$150 / Family \$300 . Out-of-Network: Individual \$250 / Family \$500 . Does not apply to office visits, prescription drugs, emergency care, and preventive care in-network.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. In-Network: Individual \$500 / Family \$1,000 . Out-of-Network: Individual \$2,500 / Family \$5,000 . Prescription drugs: Individual \$2,000 / Family \$4,000 .	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for service, and health care this plan does not cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See www.aetna.com or call 1-888-982-3862 for a list of in-network <u>providers</u> .	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

APPENDIX C

Questions: Call 1-888-982-3862 or visit us at www.HealthReformPlanSBC.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-888-982-3862 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | Plan Type: POS



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments**, and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay/visit	30% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	\$10 copay/visit	30% coinsurance	—————none—————
	Other practitioner office visit	\$10 copay/visit, after deductible	30% coinsurance	Coverage is limited to 20 visits per calendar year for Chiropractic care.
	Preventive care /screening /immunization	No charge, except hearing exams not covered	30% coinsurance, except well adult, adult immunizations, hearing exams, prostate specific antigen tests & digital rectal exams not covered	Age and frequency schedules may apply.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	30% coinsurance	—————none—————
	Imaging (CT/PET scans, MRIs)	\$10 copay/visit, after deductible	30% coinsurance	—————none—————

Questions: Call 1-888-982-3862 or visit us at www.IHealthReformPlanSBC.com.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-888-982-3862 to request a copy.



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | Plan Type: POS

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.aetna.com/pharmacy-insurance/individuals-families	Generic drugs	Copay/prescription: \$5 (retail), \$10 (mail order)	Not covered	Covers up to a 30 day supply (retail prescription), 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network. Precertification required.
	Preferred brand drugs	Copay/prescription: \$10 (retail), \$20 (mail order)	Not covered	
	Non-preferred brand drugs	Copay/prescription: \$10 (retail), \$20 (mail order)	Not covered	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	_____none_____
	Physician/surgeon fees	10% coinsurance	30% coinsurance	_____none_____
If you need immediate medical attention	Emergency room services	\$10 copay/visit	\$10 copay/visit	No coverage for non-emergency use.
	Emergency medical transportation	0% coinsurance	0% coinsurance	No coverage for non-emergency transport.
	Urgent care	\$10 copay/visit	30% coinsurance	No coverage for non-urgent use.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	10% coinsurance	30% coinsurance	_____none_____
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 copay/visit	30% coinsurance	_____none_____
	Mental/Behavioral health inpatient services	10% coinsurance	30% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	\$10 copay/visit	30% coinsurance	_____none_____
	Substance use disorder inpatient services	10% coinsurance	30% coinsurance	Pre-authorization required for out-of-network care.

Questions: Call 1-888-982-3862 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-888-982-3862 to request a copy.



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | Plan Type: POS

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you are pregnant	Prenatal and postnatal care	No charge	30% coinsurance	—————none—————
	Delivery and all inpatient services	\$10 copay for physician maternity services; 10% coinsurance for facility services	30% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
If you need help recovering or have other special health needs	Home health care	\$10 copay/visit, after deductible	30% coinsurance	Coverage is limited to 3 visits per day and 60 visits per calendar year. Pre-authorization required for out-of-network care.
	Rehabilitation services	\$10 copay/visit, after deductible	30% coinsurance	Coverage is limited to 60 visits per calendar year for Physical, Occupational & Speech Therapy combined.
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	10% coinsurance	30% coinsurance	Coverage is limited to 60 days per calendar year. Pre-authorization required for out-of-network care.
	Durable medical equipment	10% coinsurance	30% coinsurance	—————none—————
	Hospice service	10% coinsurance for inpatient; \$10 copay/visit, after deductible for outpatient	30% coinsurance	Pre-authorization required for out-of-network care.
If your child needs dental or eye care	Eye exam	No charge	Not covered	Coverage is limited to 1 routine eye exam per 24 months.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

Questions: Call 1-888-982-3862 or visit us at www.HealthReformPlanSBC.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-888-982-3862 to request a copy.

APPENDIX D

15-16 BASE \$ 11.67

Buckeye Local School District	
(SERS code 52-020)	(OAPSE Local 218)

S T E P S			PARAPROFESSIONAL	
	1	1.000		11.67
	2	1.027		11.99
	3	1.092		12.74
	4	1.125		13.13
	5	1.215		14.18
	6	1.225		14.30
	7	1.235		14.41
	8	1.245		14.53
	9	1.260		14.70
	10	1.280		14.94

This includes 5% paid SERS
Rolled back into salary
on all NEW Earnings

S T E P S			HEAD COOK			COOK	
	1	1.148		13.40	1.011		11.80
	2	1.193		13.92	1.027		11.99
	3	1.242		14.49	1.068		12.46
	4	1.284		14.98	1.115		13.01
	5	1.330		15.52	1.159		13.53
	6	1.340		15.64	1.169		13.64
	7	1.350		15.75	1.179		13.76
	8	1.360		15.87	1.189		13.88
	9	1.375		16.05	1.204		14.05
	10	1.395		16.28	1.224		14.28

S T E P S			HEAD CUSTODIAN			CUSTODIAN		CLEANER/ LABORER	
	1	1.338		15.61	1.292		15.08	1.135	13.25
	2	1.382		16.13	1.339		15.63	1.187	13.85
	3	1.427		16.65	1.384		16.15	1.238	14.45
	4	1.471		17.17	1.430		16.69	1.274	14.87
	5	1.517		17.70	1.479		17.26	1.311	15.30
	6	1.527		17.82	1.489		17.38	1.321	15.42
	7	1.537		17.94	1.499		17.49	1.331	15.53
	8	1.547		18.05	1.509		17.61	1.341	15.65
	9	1.562		18.23	1.524		17.79	1.356	15.82
	10	1.582		18.46	1.544		18.02	1.376	16.06

S T E P S			MAINTENANCE			MECHANICS		BUS DRIVERS	
	1	1.442		16.83	1.419		16.56	1.344	15.68
	2	1.487		17.35	1.465		17.10	1.392	16.24
	3	1.528		17.83	1.513		17.66	1.439	16.79
	4	1.569		18.31	1.553		18.12	1.484	17.32
	5	1.614		18.84	1.596		18.63	1.529	17.84
	6	1.624		18.95	1.606		18.74	1.539	17.96
	7	1.634		19.07	1.616		18.86	1.549	18.08
	8	1.644		19.19	1.626		18.98	1.559	18.19
	9	1.659		19.36	1.641		19.15	1.574	18.37
	10	1.679		19.59	1.661		19.38	1.594	18.60
EXTRA CURRICULAR RUNS									12.42

S T E P S			BUILDING SECRETARY			12 MONTH SECRETARY	
	1	1.239		14.46	1.258		14.68
	2	1.283		14.97	1.299		15.16
	3	1.327		15.49	1.349		15.74
	4	1.368		15.96	1.388		16.20
	5	1.416		16.52	1.437		16.77
	6	1.426		16.64	1.447		16.89
	7	1.436		16.76	1.457		17.00
	8	1.446		16.87	1.467		17.12
	9	1.461		17.05	1.482		17.29
	10	1.481		17.28	1.502		17.53

16-17 BASE \$ 11 90

Buckeye Local School District
 (SERS code 52-020) (OAPSE Local 216)

S T E P S			PARAPROFESSIONAL	
	1	1.000		11 90
	2	1 027		12 22
	3	1.092		12 99
	4	1.125		13.39
	5	1.215		14.46
	6	1.225		14.58
	7	1.235		14.70
	8	1.245		14 82
	9	1 260		14.99
	10	1.280		15.23

S T E P S			HEAD COOK			COOK	
	1	1 148		13 66	1 011		12.03
	2	1.193		14.20	1.027		12.22
	3	1 242		14.78	1.068		12 71
	4	1 284		15.28	1.115		13.27
	5	1 330		15.83	1.159		13 79
	6	1 340		15 95	1.169		13 91
	7	1 350		16.07	1.179		14.03
	8	1 360		16.18	1.189		14.15
	9	1.375		16.36	1.204		14.33
	10	1.395		16.60	1.224		14.57

S T E P S			HEAD CUSTODIAN			CUSTODIAN		CLEANER/ LABORER	
	1	1 338		15 92	1 292		15.37	1 135	13.51
	2	1.382		16.45	1.339		15.93	1 187	14.13
	3	1.427		16 98	1.384		16.47	1.238	14.73
	4	1.471		17.50	1 430		17.02	1.274	15 16
	5	1.517		18.05	1 479		17.60	1.311	15.60
	6	1 527		18.17	1.489		17.72	1.321	15.72
	7	1.537		18.29	1.499		17.84	1.331	15.84
	8	1.547		18.41	1 509		17.96	1.341	15.96
	9	1.562		18 59	1.524		18.14	1.356	16.14
	10	1.582		18.83	1.544		18.37	1.376	16.37

S T E P S			MAINTENANCE			MECHANICS		BUS DRIVERS	
	1	1.442		17 16	1 419		16.89	1.344	15.99
	2	1.487		17.70	1.465		17.43	1.392	16.56
	3	1 528		18.18	1.513		18.00	1.439	17.12
	4	1 569		18.67	1.553		18.48	1 484	17 66
	5	1 614		19 21	1.596		18.99	1.529	18.20
	6	1.624		19.33	1.606		19 11	1.539	18.31
	7	1.634		19.44	1 616		19.23	1.549	18.43
	8	1.644		19.56	1.626		19.35	1.559	18.55
	9	1.659		19.74	1 641		19.53	1.574	18.73
	10	1.679		19.98	1.661		19.77	1.594	18.97
		EXTRA CURRICULAR RUNS							12.67

S T E P S			BUILDING SECRETARY			12 MONTH SECRETARY	
	1	1 239		14.74	1.258		14.97
	2	1 283		15.27	1.299		15.46
	3	1 327		15.79	1.349		16.05
	4	1 368		16.28	1.388		16.52
	5	1 416		16.85	1.437		17.10
	6	1.426		16.97	1.447		17.22
	7	1.436		17.09	1.457		17.34
	8	1.446		17 21	1.467		17.46
	9	1.461		17.39	1.482		17.64
	10	1.481		17.62	1.502		17.87

17-18 BASE \$ 12.14

Buckeye Local School District
 (SERS code 52-020) (OAPSE Local 216)

STEPS			PARAPROFESSIONAL	
	1	1 000		12.14
	2	1.027		12.47
	3	1.092		13.26
	4	1.125		13.66
	5	1.215		14.75
	6	1.225		14.87
	7	1.235		14.99
	8	1.245		15.11
	9	1.260		15.30
	10	1.280		15.54

STEPS			HEAD COOK			COOK	
	1	1.148		13.94	1.011		12.27
	2	1.193		14.48	1.027		12.47
	3	1.242		15.08	1.068		12.97
	4	1.284		15.59	1.115		13.54
	5	1.330		16.15	1.159		14.07
	6	1.340		16.27	1.169		14.19
	7	1.350		16.39	1.179		14.31
	8	1.360		16.51	1.189		14.43
	9	1.375		16.69	1.204		14.62
	10	1.395		16.94	1.224		14.86

STEPS			HEAD CUSTODIAN			CUSTODIAN			CLEANER/ LABORER	
	1	1.338		16.24	1.292		15.68	1.135		13.78
	2	1.382		16.78	1.339		16.26	1.187		14.41
	3	1.427		17.32	1.384		16.80	1.238		15.03
	4	1.471		17.86	1.430		17.36	1.274		15.47
	5	1.517		18.42	1.479		17.96	1.311		15.92
	6	1.527		18.54	1.489		18.08	1.321		16.04
	7	1.537		18.66	1.499		18.20	1.331		16.16
	8	1.547		18.78	1.509		18.32	1.341		16.28
	9	1.562		18.96	1.524		18.50	1.356		16.46
	10	1.582		19.21	1.544		18.74	1.376		16.70

STEP			MAINTENANCE			MECHANICS			BUS DRIVERS	
	1	1.442		17.51	1.419		17.23	1.344		16.32
	2	1.487		18.05	1.465		17.79	1.392		16.90
	3	1.528		18.55	1.513		18.37	1.439		17.47
	4	1.569		19.05	1.553		18.85	1.484		18.02
	5	1.614		19.59	1.596		19.38	1.529		18.56
	6	1.624		19.72	1.606		19.50	1.539		18.68
	7	1.634		19.84	1.616		19.62	1.549		18.80
	8	1.644		19.96	1.626		19.74	1.559		18.93
	9	1.659		20.14	1.641		19.92	1.574		19.11
	10	1.679		20.38	1.661		20.16	1.594		19.35
EXTRA CURRICULAR RUNS										12.92

STEPS			BUILDING SECRETARY			12 MONTH SECRETARY	
	1	1.239		15.04	1.258		15.27
	2	1.283		15.58	1.299		15.77
	3	1.327		16.11	1.349		16.38
	4	1.368		16.61	1.388		16.85
	5	1.416		17.19	1.437		17.45
	6	1.426		17.31	1.447		17.57
	7	1.436		17.43	1.457		17.69
	8	1.446		17.55	1.467		17.81
	9	1.461		17.74	1.482		17.99
	10	1.481		17.98	1.502		18.23