STATE EMPLOYMENT
RELATIONS BOARD

2016 OCT 20 P 2:09

K34842
0169-03
15-MED-05-0554

MASTER AGREEMENT

BETWEEN

BRIDGEPORT ASSOCIATION OF CLASSIFIED EMPLOYEES

AND

BRIDGEPORT EXEMPTED VILLAGE BOARD OF EDUCATION

JULY 1, 2015 THROUGH JUNE 30, 2018

TABLE OF CONTENTS

ARTICLE		PAGE
1	RECOGNITION	3
2	NEGOTIATIONS PROCEDURE	4-5
3	GRIEVANCE PROCEDURE	6-8
4	UNION/EMPLOYEE RIGHTS	9-11
5	MANAGEMENT RIGHTS	12
6	PERSONNEL FILES	13
7	DISCIPLINE AND DISCHARGE	14
8	EMPLOYEE EVALUATION	15
9	PARENTAL COMPLAINTS	16
10	SENIORITY	17
11	REDUCTION IN FORCE	18-19
12	JOB BID PROCEDURE AND TRANSFER/ ASSIGNMENT	19
13	WORK YEAR, WORK WEEK, WORKDAY, HOURS, AND SCHEDULING	20-23
14	GENERAL WORKING CONDITIONS	24
15	LEAVES OF ABSENCE	25-29
16	HOLIDAYS	30
17	VACATIONS	31
18	INSURANCES	32
19	RETIREMENT/SEVERANCE	33
20	SERS PICK-UP	34
21	COMPENSATION	35-38
22	PAYROLL PROCEDURES	39-41
23	FUNDING INCREASE CONTINGENCY	42
24	TERMS OF AGREEMENT	43

APPENDIX "A" MEMORANDUM OF AGREEMENT	44
APPENDIX "B" GRIEVANCE FORM	45-47
APPENDIX "C" SICK LEAVE DONATION PROGRAM	48-49

ARTICLE 1 – RECOGNITION

SECTION 1 BARGAINING UNIT

A. The Bridgeport Exempted Village School Board of Education, hereinafter referred to as the employer, recognizes the Bridgeport Association of Classified Employees (BACE) as an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all the employees employed and defined in subsection B.

B. The bargaining unit includes all full-time and part-time non-certified employees who are employed and perform duties as Aides, Cooks, Bus Drivers, Custodians, Maintenance, and Secretaries, but excluding casual employees and supervisors, management level, and confidential employees as provided in O.R.C. 4117.

C. Specifically excluded from the bargaining unit are Supervisor of Maintenance, Custodial, and Building and Grounds, Treasurer, Transportation Supervisor, Cafeteria and Food Service Director, Secretary to the Superintendent, and the Administrative Secretary.

D. Any newly-created non-management position(s) will be bargained as to whether or not that position shall be included in or excluded from the Unit. Disputes shall be submitted to the arbitration procedure specified in this agreement for final and binding arbitration.

E. No bargaining unit work shall be performed by temporary, casual employees or volunteers to reduce the regular hours of any bargaining unit member.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

SECTION 1 TEAM MAKE-UP AND CONDUCT

A. Bargaining Team – The bargaining procedure shall be conducted between representatives of the Employer and the Union. These representatives shall be known as the bargaining teams. Each team may consist of five (5) team members, inclusive of a designated spokesperson. The parties may also appoint up to five (5) observers of their choosing. Each party in the procedure shall determine its own representatives and spokesperson. While no final agreement shall be executed without ratification by the Union and, thereafter, adoption by the Employer, the negotiating teams will have the full authority to make proposals, consider proposals, and determine items acceptable to both parties.

B. Consultants – Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party requesting the consultants. Either party may utilize observers who may not sit at the bargaining table.

SECTION 2 INITIATING THE BARGAINING PROCEDURE

Negotiations for a successor agreement may be initiated by notice from one party to the other of an intent to negotiate a successor agreement. Such notice shall be given no sooner than ninety (90) days and no later than forty-five (45) days prior to the expiration date of this Agreement.

Upon receipt of the letter to initiate negotiations, the receiving party shall respond in writing within fifteen (15) days, acknowledging receipt of the letter to initiate the bargaining procedure and naming the representative to contact concerning arrangements for establishing the initial bargaining session.

SECTION 3 BARGAINING SESSIONS

A. The initial bargaining session shall be arranged within fourteen (14) days of the date of receipt of the letter to initiate negotiations. The initial bargaining session shall be held no later than ninety (90) days prior to the expiration of this Agreement or two (2) weeks after receipt of notice – whichever comes later – unless the parties otherwise mutually agree.

B. Items for negotiation, together with complete written proposals thereon, shall be exchanged at the initial bargaining session. No new items shall be added unless mutually agreed to by both parties.

C. The negotiations sessions will be no longer than one and one-half (1 ½) hours in length, unless mutually agreed.

SECTION 4 CAUCUS

Either bargaining team may call for a caucus during a bargaining session. The caucus will not exceed thirty (30) minutes, except when mutually agreed.

SECTION 5 TENTATIVE AGREEMENT

As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.

SECTION 6 AGREEMENT

When an agreement is reached on all items through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the document. Once reviewed, the agreement shall be submitted to the Union and Employer for ratification and adoption.

SECTION 7 SUCCESSOR CONTRACT BARGAINING IMPASSE

The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117.14(D)(1) as provided for under ORC 4117(C)(1)(f) in the negotiations for a successor contract. In the event agreement is not reached within forty-five (45) days of the expiration of the contract, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration of the contract, whichever is less.

ORC 4117.14(D)(2) and provisions thereafter shall then apply.

SECTION 8 SEVERABILITY PROVISION

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all of the provisions of the Contract shall remain in full force and effect.

SECTION 9 NO REPRISAL

No reprisal shall be taken against any bargaining unit member as a result of his/her participation in the bargaining process.

ARTICLE 3 – GRIEVANCE PROCEDURE

SECTION 1 GENERAL

A. A grievance is an alleged violation, misinterpretation, or misapplication of this agreement.

B. A grievant shall mean a member of the bargaining unit, a group of members or the Association alleging that some violation, misinterpretation, or misapplication of this agreement has actually occurred.

C. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions. Grievance hearings shall be scheduled before or after an employee's work shift, or at a mutually agreed time established by the Superintendent.

D. A day shall mean a working day. In summer, a day shall mean a weekday (Monday through Friday) exclusive of holidays. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in dismissal of the grievance. Lack of adherence to time limits by the Board will result in sustaining the grievance at that level.

E. Election of Remedies: A grievant shall not be denied his/her legal rights under the law; provided, however, upon the filing of a complaint to the grievant or on the grievant's behalf in any court of competent jurisdiction (excluding SERB) demanding relief upon a matter which is subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

F. Copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the Treasurer of the Board and President of the Association. The Treasurer shall make these available only to the members of the Board, the Superintendent, and by court order.

G. No grievant may be represented by any organization other than the B.A.C.E. in any grievance initiated pursuant to this procedure.

H. No grievant shall be denied the right to legal advice and/or counsel.

I. A grievance may be withdrawn at any level without prejudice or record.

J. Copies of all written decisions of grievances shall be sent to all parties involved; namely, the Association Grievance Chairperson, the Aggrieved, the Treasurer, and the appropriate Administrator. The Association shall inform the

Superintendent of the identity of the Grievance Chairperson October 1 of each year.

K. Forms for processing grievances shall be made available through all administrative offices in each building, the office of the Superintendent, and through designated officials of the Association.

L. No grievance shall be submitted to arbitration without the consent of the Association.

M. If the alleged misapplication, violation, or misinterpretation occurs at a level above the immediate supervisor, the grievance may be filed beginning at level three (3).

N. The representatives of the Association shall be notified and permitted to attend any hearings which may lead to resolution of a grievance.

SECTION 2. PROCEDURE

A. Level One – Informal

Any employee with a possible contract violation shall discuss the same privately with his/her immediate supervisor before a grievance shall be filed. The problem must be discussed within ten (10) days after the alleged problem is known to have occurred. Supervisor when used in this article shall be defined as the immediate supervisor in the building or work site where the alleged grievance occurs.

B. Level Two – Formal

If the informal discussion does not resolve the problem to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with the Superintendent. If such grievance is not lodged within five (5) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted, or misapplied and the relief sought. The employee shall have a right to request a hearing before the Superintendent. Such hearing shall be held within five (5) working days after the receipt of such request. The aggrieved employee and the Grievance Chairperson shall be advised in writing of the time, place and date of such hearing. The Superintendent shall take action on the written grievance within five (5) days after the receipt of said grievance, or if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, Grievance Chairperson, and the Treasurer of the Board.

C. Level Three – Formal

If the grievance is not satisfactorily resolved in Level Three, the grievant may, within five (5) days after receipt of the Superintendent's decision in Level Two, appeal the grievance to the Board. The appeal shall be in writing and shall contain reasons for the appeal and a copy of the Superintendent's decision at Level Two.

The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within twenty (20) days after receipt of the appeal. The grievant and the grievance chairperson shall be notified of the date, time, and place of such appeal meeting. The Board shall investigate the grievance including giving the aggrieved employee reasonable opportunity to be heard. The Board shall render its decision in writing within five (5) days after holding a hearing on the appeal. A copy of the Board's decision shall be forwarded to the employee, the Superintendent, and the Association Grievance Chairperson.

D. Level Four – Formal

If the aggrieved person is not satisfied with the disposition at Level Three, he/she may request that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Board at Level Three. Notice of request for arbitration shall be submitted in writing to the Treasurer.

The matter shall be submitted to an arbitrator within ten (10) days after the request of either party. The arbitrator shall be selected from the American Arbitration Association by their voluntary rules and regulations.

The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in seeking to effect recommendations for resolving the disagreement. Within thirty (30) days after receiving the matter under dispute, the arbitrator shall report recommendation for settlement to the representative of the Board of Education and the representative of the Association. His/her decision shall be binding upon the parties. Cost of the arbitrator's services shall be shared equally by the Board and the Association.

ARTICLE 4 – UNION/EMPLOYEE RIGHTS

EXCLUSIVITY OF RIGHTS:

The following sole and exclusive rights shall be granted to the Union:

SECTION 1. UNION BUSINESS

A. Up to two (2) duly elected delegates or alternates shall be released with pay for up to two (2) days per year for the Spring OEA conference, and any other Association conferences, trainings or events.

B. Duly authorized representatives of the Union and its affiliates may transact Union business on the Employer's property any time before or after the regular work day, or as mutually agreed by the Association President and the Superintendent; provided that such business shall not prevent the employee(s) from completing their assigned duties.

C. The Union may use Employer-provided equipment including typewriters, duplicating equipment, calculators, and all types of audio-visual equipment, provided such equipment is not otherwise in use and that the Union pay for supplies used. Also, the Union will pay for any long-distance phone calls.

D. The Employer will make available its facilities for Union meetings provided the Union schedules the same with the Employer two (2) days in advance of the meeting.

E. The Union President or designee(s) is to be provided speaking time routinely on the Employer's meeting agenda.

F. The Union President shall, not later than the day prior to the meeting, be provided with the Employer's agenda and approved minutes. The Union President shall be provided notice of any regular or special meeting of the Board at the same time such meeting is announced to the media.

SECTION 2. COMMUNICATION WITH EMPLOYEES

A. The Employer shall provide the Union President with the names, addresses, phone numbers, building assignments, classifications, years of service credit, scheduled hours, and pay rates of all employees and will update as new information becomes available.

B. The Union shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings. The Union may use the public address system for Union announcements subject to usual building procedures.

C. The Union shall have access to employee mailboxes and other facilities where mail is received and the use of the Employer's mail distribution systems which do not cross federal postal routes.

D. Union representatives may hold meetings of employees at any time prior to or after the workday.

E. The Association shall provide copies of the mutually agreed upon contract, in pamphlet form, to each employee within sixty (60) days following ratification of the contract by the Employer and the Union, to each employee. In addition, the Board shall be provided ten (10) copies. The cost of the pamphlets shall be paid by the Association.

SECTION 3. ACCESS TO INFORMATION

The Union President shall be provided with one (1) copy of the policy manual.

SECTION 4. LABOR – MANAGEMENT MEETINGS

Administrative representatives agree to meet with the President and other designated representatives of the Union on a regular basis as needed. The arrangement for any meetings will include an agenda of items to be discussed.

SECTION 5. DUES DEDUCTION

The employer shall deduct from the employee's wages unified Union dues upon presentation of a written authorization from any member of the bargaining unit. All monies so deducted shall be paid promptly to the Union treasurer.

Such payments shall be made in twenty-four (24) installments beginning with the first pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year until such time as the employee withdraws such authorization in writing. Any employee may withdraw membership during a ten (10) day period from August 22 through August 31.

SECTION 6. CONTRACT ISSUANCE

Written contracts, issued in April of each year, shall be issued to all employees in the following sequence:

90 days probationary
One (1) year
One (1) year
Two (2) years
Thereafter a continuing contract

SECTION 7. WORK RULES

The employer retains the right to promulgate reasonable work rules, policies, and directives applicable to employees and not inconsistent with this Agreement. Copies of such rules, policies, and directives shall be furnished to the Union President and affected employees seven (7) days prior to the effective date of such rules, policies, and directives.

SECTION 8. RETURNING TO THE BARGAINING UNIT

If a current bargaining unit member who has a continuing contract takes any management position and is non-renewed, that bargaining unit member will be able to return to the bargaining unit. No seniority is accrued during time in the management position. Upon return to a bargaining unit position, the employee would be placed at the step at which they left the bargaining unit position.

ARTICLE 5 – MANAGEMENT RIGHTS

SECTION 1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board operations;

D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted including the opening or closing of buildings, the hours such buildings are open, and the addition, deletion, or modification of school bus routes;

E. Suspend or terminate for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the school district including the establishment of curriculum, special programs, athletic, recreational and social events for students;

H. Effectively manage the work force including the determination of building schedules, hours of operation, and the duties, responsibilities, and assignment of staff members;

I. Take action to carry out the mission of the school district.

SECTION 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 6 – PERSONNEL FILES

SECTION 1. OFFICIAL FILE

A. An official personnel file shall be maintained for all bargaining unit employees. There shall not be private personnel files. Only appropriate information relating to performance or discipline may be entered into the file other than routine financial or demographic data. All such performance information must be signed by non-bargaining unit supervisors.

B. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made, except for routine financial or demographic material. The employee will be given a copy of all documents which are placed in his/her personnel file except for routine data.

SECTION 2. ACCESS TO FILE

Access to the personnel file shall be available before or after the employee's work shift, to the employee and/or his/her representative upon written request by the employee to the superintendent or his designees. Access shall be provided within a reasonable time after submission of the request. The review of the file shall be in the presence of the superintendent or his designee. Neither the file nor any part thereof shall be removed from the office.

SECTION 3. FILE CONTENTS

No anonymous letters, reports, or communications shall be included in the employee's personnel file. If an administrative communication or a communication received from parents and other non-professionals regarding an employee is intended to become part of the file, it shall be reviewed with the staff member involved, and the staff member shall be afforded the opportunity to file a written reply. No communication from another member of the bargaining unit, other than a supervisor (if countersigned by a non-bargaining unit supervisor), may be entered into the file. The employee shall initial and date each such document, other than routine financial or demographic data (e.g., change of name, address, etc.), entered into his/her file to verify its review.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

SECTION 1. PROGRESSIVE DISCIPLINE

The employer agrees that the principles of progressive discipline will be followed with respect to all incidents of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules and regulations, and/or any other acts of nonfeasance, malfeasance, or misfeasance. Progressive discipline does not preclude immediate disciplinary action or discharge in cases of serious and/or overt actions. Progressive discipline shall be defined as Oral Warning, Written Warning, Suspension, and Termination, but the Board is not required to follow this order depending upon the seriousness of the offense. Verbal warnings will be documented in the personnel file, but will be removed from the personnel file two (2) years after the incident occurred at the request of the employee.

SECTION 2. PROBATIONARY PERIOD

There shall be a probationary period of ninety (90) calendar days to allow the Board to determine the fitness, adaptability, and qualifications of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. During such time, a new employee shall have no seniority rights. New employees retained beyond the ninety (90) day period shall have their seniority computed as of their date of hire. After ninety (90) calendar days, an employee shall obtain regular status. In the event of a dispute as to the date of hire, the following procedure shall be used in the sequence which follows:

(a) Board approval date;
(b) Date application received;
(c) By lot with Union and Board representatives present.

SECTION 3. All employees shall be issued written contracts by April 15th each year annually unless non-renewed or terminated by the Board of Education or until continuing contract status is obtained.

SECTION 4. No employee shall be disciplined, demoted, terminated, or non-renewed without just cause after an employee has received his/her 2-year contract of employment.

SECTION 5. Employees will be given 24 hours written notice of a discipline meeting; however, this provision shall not apply to oral warnings.

ARTICLE 8 – EMPLOYEE EVALUATION

SECTION 1. PROCEDURES

A. Evaluator – Evaluation of an employee shall be conducted by the employee's immediate supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

B. Orientation – Not later than September 15th each year, or in the case of a new employee within fifteen (15) days of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor. A newly employed employee or one reassigned after the beginning of the school term shall be notified by the supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.

C. Schedule for Evaluation – All employees shall be evaluated annually.

Within ten (10) days of the completion of any evaluation, the evaluator shall have a conference to discuss the performance evaluation. The evaluation shall be reduced to writing and provided to the employee.

Scheduled Format

Contract	Number of Evaluations	Intervals
1 year (new hires)	two (2) evaluations per year	The first evaluation 90 days after hire.
2 years	two (2) times annually	
continuing	one (1) time annually	

ARTICLE 9 – PARENTAL COMPLAINTS

SECTION 1. Complaints against employees by parents shall be handled as follows:

A. A complaint received by an individual board member directed toward members of the Classified staff shall be referred to the Superintendent.

B. The Superintendent shall inform the immediate supervisor where the employee is assigned of the complaint.

C. The immediate supervisor will inform the employee, in writing, of the person making the complaint and the nature of the complaint directed toward him/her.

D. The complaint shall not be heard by other board members until the above procedures have been followed. In any case, the employee shall have the right to a hearing before the board if the board intends to act on the complaint.

ARTICLE 10 – SENIORITY

SECTION 1. SENIORITY DEFINED

A. District seniority shall be defined as the uninterrupted length of continuous employment in a bargaining unit position with the Board as computed from the employee's most recent date of hire. Classification seniority shall be defined as the length of service in a particular job classification beginning with the date initially assigned.

B. Only full-time or regular part-time employees shall accumulate system and classification seniority.

C. Substitute employees and part-time (casual) employees shall not accumulate seniority.

SECTION 2. SENIORITY LIST

The Superintendent shall provide the Association President with a complete seniority list at the beginning of each school year.

SECTION 3. SENIORITY BID SYSTEM

A. The Board of Education believes that any newly-created or unoccupied vacancy, provided it is to be filled, should be offered to employees within the district. However, employees within the district must meet the following requirements before the Board grants the vacant position:

1. The employee must present evidence that they are qualified for the vacant position as required by the job description.

2. The employee must take and pass any test(s) required by the appropriate state or federal agency.

B. The Superintendent, in his/her discretion, shall determine and assign the "best qualified" employee for the vacancy if it is to be filled. Preference will be given to the most senior applicant if qualifications are equal. The Superintendent's decision shall not be arbitrary or capricious.

ARTICLE 11 – REDUCTION IN FORCE

SECTION 1. DEFINITION

In the event it becomes necessary to reduce the classified staff due to the abolishment of positions, financial reasons, more efficient operation of the school district, lack of work for building closures, the following procedure will govern such reductions. However, it is agreed that should any provision of these procedures conflict with section 3319.17 of the Ohio Revised Code then that provision shall be considered null and void.

SECTION 2. PROCEDURES

A. When possible, thirty (30) days prior to the Board instituting such reductions in the classified staff, the superintendent shall meet with the B.A.C.E. President to advise him/her of the reductions.

B. The number of employees affected by any reduction shall be kept at a minimum by not employing replacements for an employee who resigns, retires, or otherwise vacates a position when deemed appropriate by the Board.

C. Whenever it becomes necessary to lay off employees for the reasons above, the least senior person in the affected classification will be laid off first. However, if the laid-off employee has more district seniority than another person in another classification, the laid-off employee could bump into that position provided:

1. The laid-off employee can demonstrate and produce evidence of qualifications for another position in another classification, and

2. The laid-off employee is able to achieve any such qualification without delaying the operation of schools, and

3. The laid-off employee is interviewed by the Superintendent of Schools.

D. The Board reserves the right to stop the bumping procedure after August 1st in order to prevent a delay or confusion of opening the school year. The Board will endeavor to institute a reduction in force prior to April 30th, thus allowing employees to obtain training or certification necessary to bump into another classification.

E. Laid-off employees shall be placed on a recall list in the reverse order of layoff. No new employee may be hired until all employees on recall, if qualified, have been offered the opportunity for recall. Recall rights shall be extended for three (3) years.

F. The Board is prohibited from employing substitutes to replace laid off or RIF'D employees. If an employee is laid off or RIF'D, he or she shall be contacted as a substitute, in accordance with seniority of all other laid off employees at the time of the RIF, prior to Management calling any other subs.

ARTICLE 12 – JOB BID PROCEDURE AND TRANSFER/ASSIGNMENT

SECTION 1. DEFINITIONS

A vacancy is defined as a new position which is created or an existing position which becomes vacant and is to be filled. The Board is not required to create any new positions and is not required to fill any vacancies.

SECTION 2. BID PROCEDURE

A. Any vacancy that is to be filled will be posted in each building for five (5) working days. The B.A.C.E. President will also receive a copy of the posting.

B. Interested employees shall submit a letter of interest to the Superintendent by the deadline set forth in the posting.

C. Existing employees shall be considered prior to non-employees. However, if no existing employee bids or is deemed qualified, then the Board reserves the right to hire based upon a recommendation from the Superintendent. The Superintendent's decision shall be final as to employees and non-employees.

SECTION 3. TRANSFER PROCEDURES

A. Voluntary transfers/assignments shall be considered first whenever vacancies occur, to be determined in the absolute final discretion of the Superintendent.

B. The Superintendent reserves the right to involuntarily transfer employees in his or her absolute discretion. No employee shall suffer a reduction of pay or benefits as a result of an involuntary transfer. Least senior employees shall suffer involuntary transfer/assignments before more senior employees, if deemed appropriate by the Superintendent.

C. There shall be no punitive, disciplinary, arbitrary or capricious reassignments or transfers.

ARTICLE 13 – WORK YEAR, WORK WEEK, WORKDAY, HOURS AND SCHEDULING

SECTION 1. WORK YEAR

A. The calendar from the school year shall be published by April 1 of each year and a copy given to the B.A.C.E. President. The calendar will provide the first and last days of the work of the contracted employees.

B. The work year shall begin July 1 and end on the following June 30. The length of each employee's contract year, and the different contracts available to be offered by the Board will be as follows:

Maintenance – 260 day contract
Custodian – 260 day contract
High School/Middle School Secretary – 220 day contract
Elementary Secretary – 194 day contract
Cooks – 184 day contract/190 days
Bus Drivers – 180 day contract
Classroom Aides – 180 day contract
Kindergarten Aide – 180 day contract
Pre-School Aide – 180 day contract
Health Aide – 180 day contract (This position will be filled on an as needed basis.)

C. At the option of the Board, an employee may be issued an extended contract for an additional number of days, at the per diem rate for that employee.

D. For the life of this contract, the Board shall maintain and timely fill no fewer than thirty-eight (38) bargaining unit positions. The minimum thirty-eight (38) positions shall include:

1 Maintenance
2 High School/Middle School Secretary
2 Elementary Secretary
5 Cooks
4 3-hour Cooks
6 Custodians
7 Bus Drivers
3 Classroom Aides
2 3-hour Aides (1st half workday and 2nd half workday, unless mutually otherwise agreed by the Superintendent and BACE)
1 Pre-School Aide
1 Kindergarten Aide

The minimum thirty-eight (38) positions shall not include Health Aide, which is to be filled on an as needed basis.

Articles 11 and 12 of this Collective Bargaining Agreement, and Ohio Revised Code Section 3319.17 shall take precedence over this Article 13, Section 1, Subsection D.

SECTION 2. WORK WEEK

The work week shall be seven (7) days from midnight Sunday night to midnight Sunday next.

SECTION 3. WORK DAY

The work day shall be eight (8) hours with exceptions as specified on the classification wage scales. A half-hour lunch will be given to each employee.

SECTION 4. REST PERIODS

The Board reserves the right to determine any rest break. The immediate supervisor will work with the employee to schedule any rest period. In any case, each employee shall be permitted a fifteen minute break in the morning and afternoon as may be required by federal or state law.

SECTION 5. OVERTIME

Employees shall be compensated at a rate of time and one-half (1 ½) of their regular rate for all hours in excess of forty (40) hours during the work week.

SECTION 6. EMERGENCY CALL-IN

When an emergency arises, as determined by the Board or Superintendent, the employees are required to report to work.

SECTION 7. LUNCH TIME

A thirty (30) minute uninterrupted lunch period shall be scheduled by the administration as close as possible to the middle of the employee's work day, unless special circumstances arise. Employees may leave the work site during their lunch.

SECTION 8. CLASSIFICATIONS

Maintenance	-	8 hour
Custodians	-	8 hour
Secretaries	-	8 hour
Cooks (2)	-	6 hour
Cooks (3)	-	7 hour (including breakfast)

Cooks (4)	-	3 hour
Classroom Aide	-	6 hours – 5 days per week
Health Aide	-	7 hours (hours will vary according to building assignment and could be less than designated herein.)
Bus Drivers	-	4 hour

SECTION 9. SHIFT DIFFERENTIAL

A. Employees on an evening shift shall receive 20 cents per hour more than the day shift.

B. Employees of a midnight shift shall receive 30 cents per hour more than the day shift.

SECTION 10. TRANSPORTATION

EXTRA BUS TRIPS:

Extra Bus Trips are defined as trips beyond the scope of the normal daily trips.

A. ASSIGNMENT OF EXTRA BUS TRIPS:

A meeting to assign each season extra bus trips will be scheduled for each of the three (3) seasons: Fall, Winter and Spring. Prior advance notice of the meeting will be given and the meeting will occur in conjunction with a scheduled daily work shift. Fall sports assignments will include football and volleyball. Winter sport postings will include basketball, bowling, and possibly wrestling, if applicable. Spring sports postings will include baseball, softball and track.

At each of the aforementioned meetings, each bus driver will be given slip(s) for extra bus trips that have been assigned to the bus driver. The trips will be assigned based on bus driver's seniority in order of the date of the trip. If a bus driver wants to decline a trip then the bus driver must return the extra bus trip assignment slip to the Transportation Supervisor immediately. If a bus driver returns a bus trip assignment then this bus trip would be redistributed by seniority at the point at which the original list ended.

Bus drivers can trade extra bus trips within the same week that the trip was assigned as long as it does not place a driver into overtime. The Transportation Supervisor must be notified of any trades. The supplemental driver is excluded from this process since s/he is utilized on an as needed basis. Overtime is a consideration in the initial assignment of trips and in trades. Overtime is only assigned if a cancellation/rescheduling would place a bus driver in overtime and/or if all eligible bus drivers refuse a trip.

Any extra bus trips added after each seasonal meeting will be assigned as soon as the extra bus trip is received by the Transportation Supervisor.

If bus trips are postponed, they will not be reassigned unless the driver returns the bus trip. Overtime is not a consideration in regards to a postponement of a bus trip. If bus trips are cancelled and not rescheduled then the employee loses that trip. If no bargaining unit member takes a certain trip then the trip can be offered to a substitute driver.

A Monthly Rotation list (list includes the trip; who has the trip and who is next in the rotation) will be posted at the bus garage. Updates will occur weekly if changes occur in the monthly schedule.

B. EXTRA BUS TRIP COMPENSATION:

Bus drivers will receive regular salary for extra-curricular trips. Bus drivers will be compensated for four (4) hours at their hourly rate per month during the school year for washing and maintaining the appearance of their buses.

Substitute drivers will only be used to replace absent drivers or as needed in the case of an emergency.

SECTION 11. FOOD SERVICE

A. Cafeteria Substitute Assignment

In the event a school cook is absent, the senior employee in the building cafeteria shall assume the cook's duties and be paid the appropriate rate for that classification for all hours worked.

B. Special Clothing Allowance

The Board shall reimburse cooks up to one hundred dollars ($100.00) with receipts each year for approved apparel required for the job. The Board shall reimburse custodian/maintenance personnel one hundred twenty dollars ($120.00) with receipts for work boots each year as required for the job. Such payment shall be made to the employee one (1) time each year after submission of a receipt to the Treasurer's office.

ARTICLE 14 – GENERAL WORKING CONDITIONS

SECTION 1. PAYMENT OF MILEAGE

Employees who are required to use their personal vehicles as part of their job or who are assigned to more than one (1) building during the course of one (1) school day, shall be reimbursed for mileage at the IRS rate.

SECTION 2. SPECIFICATION OF TIME PERIODS

Unless otherwise specified by a particular article and/or section of this agreement, a day shall mean a work day. Provided, however, should a specified time period expire on a paid holiday then the next available workday shall become the date of expiration.

SECTION 3. REIMBURSEMENT FOR EXTRA TRAINING & PHYSICALS

The Board shall either pay for or provide at its choice:

1. Bus drivers' re-certification as required by law.
2. A physical for each employee as required by law.
3. Training required of an employee by the District, if the District cannot provide the same.

ARTICLE 15 – LEAVES OF ABSENCE

SECTION 1. SICK LEAVE

A. The first paycheck in September will contain information as to the accumulated sick leave to date through the month of August of that calendar year.

B. Sick leave shall accumulate at the rate of 1 ¼ days per month and at a maximum of fifteen (15) days per year. Each employee's maximum accumulation shall be 285 days.

C. Any employee transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated/unused sick leave upon verification of such accumulation from the proper public agency, pursuant to Section 3319.141 of the Ohio Revised Code, up to the maximum accumulation authorized pursuant to the above section.

D. Falsification of a sick leave statement shall be grounds for disciplinary action, including dismissal.

E. Sick leave credit may be used for absences due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or the children, and absences due to illness or death in immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the employee. For the purpose of this policy, immediate family means spouse, children, father, mother, sister, brother, in-laws, grandparents, and grandchildren; and, in addition, other relatives who live in the immediate household.

F. Only one day of sick leave may be used for the death of an aunt, uncle, niece, nephew, or cousin. However, exceptions to this Section may be made by the Superintendent of Schools. This provision shall be uniformly applied to all bargaining unit members.

SECTION 2. PERSONAL LEAVE

A. Each employee shall receive three (3) unrestricted personal days each year. No more than one employee per classification to a maximum of four (4) employees district wide can use personal leave in one day.

B. If unused, personal leave will turn into sick leave accumulation.

SECTION 3. SICK/PERSONAL LEAVE BONUS

If no sick leave is used during the year, the employee shall receive a bonus of $150.00. If no more than one (1) day of sick leave is used during the year, the employee shall be paid $100.00.

If no personal leave is used during the year, the employee shall be paid $150.00. If no more than one (1) day of personal leave is used during the year, the employee shall be paid $100.00. If two or more personal days are used, no bonus shall be paid.

The bonus benefit shall be paid in July. Use of sick leave for bereavement leave shall not count against this bonus.

SECTION 4. ASSAULT LEAVE

A. Assault leave coverage may be granted for a physical encounter with any student (or parent/guardian of student) currently enrolled in the school district during the current school year while on school district property. The injured employee shall notify the Superintendent of Schools or school district office, providing as much detail as possible, within twelve (12) hours of the time of the assault. Such notification shall be in written form. The number of days absent from work assignment with the employing school district shall be determined by recommendation of a competent licensed medical or dental professional. Verification of recommended absence due to the physical injury is to be submitted to the school administration in written form by the medical/dental authority. Responsibility for securing such verification rests with the injured employee.

B. In the event that there is a question as to the authenticity of reported occurrence and incident of physical attack, a review panel of two administrators shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make final determination as to whether to grant or not to grant injury leave.

C. The employee requesting Assault Leave must apply for Workers' Compensation for medical bills and lost pay, which compensation for lost pay shall serve as an offset for any obligation of the Board.

D. Notwithstanding anything herein to the contrary, Assault Leave shall be limited to no more than ten (10) days.

SECTION 5. JURY DUTY/COURT SERVICE LEAVE

When an employee is called for jury service or is subpoenaed to serve as a witness in a court action, he/she shall give his/her immediate supervisor proper notice and the employee will be paid his/her regular pay for court service. It is the responsibility of the employee to collect for his/her court services and endorse the check to the Bridgeport Board of Education.

SECTION 6. SICK LEAVE DONATION PROGRAM

A. The Bridgeport Exempted Village School District Board of Education, the Bridgeport Association of Classified Employees and the Bridgeport Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.

B. To qualify for the Sick Leave Donation Program, an employee must have experienced a personal catastrophic illness or injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury. The employee must have depleted his/her accumulated leave(s) (sick leave, vacation leave & personal leave) and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term or reoccurring.

C. Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of two (2) Bridgeport Education Association members, two (2) Bridgeport Association of Classified Employees, and two (2) Administrative members. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:

i. The employee must have experienced a personal catastrophic illness or injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury as defined in this section that has exhausted or will exhaust the employee's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, and grandchildren.

ii. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendix

C) and submit one copy to the Superintendent and one copy to the Association President. An employee can apply to the sick leave bank when an employee has a balance of ten (10) days or less of accumulated sick leave/personal leave/vacation leave.

iii. All leave balances must be exhausted before an application would be granted. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.

iv. The total use of the Sick Leave Donation Program shall not exceed the current school year.

v. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.

vi. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendix C)

vii. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. If two (2) of the votes cast is a "no" vote, then the application is denied. All voting will be done by secret ballot.

viii. An employee may request donations more than once in any school year for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days an employee may use per request shall not exceed fifteen (15) days. Total allotment for the year is up to a maximum of thirty (30) days. After the thirty (30) days have been exhausted, the employee may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.

D. An employee may apply to the Committee for withdrawal in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.

E. Withdrawals shall be in full day units.

F. All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee.

G. A doctor's statement is required with the application in order for the application to be considered. Additional information may be requested by the Committee.

H. Employees who have a minimum of forty-five (45) accrued but unused sick leave days at the time the donation request is made, may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix C) to the Committee. Those days contributed will be deducted from the sick leave totals of the donor employees and will not count for purposes of Article 15, Section 3 Sick/Personal Leave Bonus.

I. The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.

J. Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.

K. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.

L. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.

M. The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.

N. Applications for the Sick Leave Donation Program may be obtained from the Board office.

O. Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall not be appealable.

P. The Committee will meet once per year by October 1st to annually review its guidelines.

Q. Any district employee is eligible to submit an application to the Sick Leave Donation Committee.

ARTICLE 16 – HOLIDAYS

SECTION 1. HOLIDAYS

A. The following paid holidays shall be granted to employees with nine (9) through eleven (11) month schedules:

Labor Day
Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
*Presidents' Day

B. Employees with twelve (12) month schedules shall be entitled to the above-listed holidays plus the 4th of July.

*Presidents' Day shall be an optional holiday as determined by the district school calendar committee, with the Board having the right to make the final decision. The Association shall be permitted a representative to the calendar committee.

ARTICLE 17 – VACATIONS

SECTION 1. VACATION ENTITLEMENT

A. Vacation periods shall be calculated on the basis of length of continuous uninterrupted service rendered as a 12 month employee.

B. Twelve (12) month employees will receive vacation time as listed:

Service	Vacation Days
1 year	1 week
2 through 10 years	2 weeks
over ten (10) years	3 weeks

C. Vacation time shall not be cumulative.

D. Vacation time shall be scheduled by the Superintendent or designee but no more than two (2) employees in the bargaining unit may be on vacation at any one time.

E. The Superintendent shall have the authority to deny proposed vacation schedule request(s) for reasonable cause. Such denials shall not be arbitrary or capricious.

F. Any employee who transfers from a nine month position to an eleven or twelve month position shall be granted vacation credit for years of service as if such years were accumulated in a twelve month position.

ARTICLE 18 – INSURANCES

SECTION 1. The Board will pay for employees employed from 30 – 40 hours each week the amounts designated below to supplement the cost of premiums for the following coverages:

Hospitalization, Major Medical, Dental, Prescription, Life Insurance, and Vision:

FAMILY -	$1,035 in 2015-16	$1,065 in 2016-17	$1,095 in 2017-18
SINGLE -	$ 530 in 2015-16	$ 560 in 2016-17	$ 590 in 2017-18

SECTION 2. The Board will pay for employees employed from 18 – 29 hours each week the amounts designated below to supplement the cost of premiums for the following coverages:

Hospitalization, Major Medical, Dental, Prescription, Life Insurance, and Vision:

FAMILY -	$969 in 2015-16	$999 in 2016-17	$1,029 in 2017-18
SINGLE -	$505 in 2015-16	$535 in 2016-17	$ 565 in 2017-18

SECTION 3.

(A) The employee shall pay the balance of any premium due over and above the amounts designated to be paid by the Board of Education.

(B) The employee shall pay any rate increases that occur during the term of this Master Agreement for hospitalization, major medical, dental, prescription, life insurance, and vision coverage.

SECTION 4. Whatever basic hospitalization plan the employee may choose, the amount designated above for support of premiums for hospitalization, major medical, dental, prescription, life insurance, and vision coverage is the maximum the Board of Education shall pay.

SECTION 5. The amounts listed above under hospitalization will be the maximum amounts paid by the Board toward the basic hospitalization plan.

SECTION 6. The Board will pay 0% of any insurance premium increase, except as specified above.

ARTICLE 19 – RETIREMENT/SEVERANCE

SECTION 1. At the time of retirement from Bridgeport Exempted Village Schools, the retiree with less than ten (10) years of service will be eligible for severance pay at twelve and one-half percent (12 ½%) of the actual accumulated sick leave days not to exceed twenty (20) days. A retiree with ten (10) or more years of service will be eligible for twenty five percent (25%) of accumulated sick leave not to exceed sixty (60) days.

All remaining days of accumulated but unused sick leave shall be paid to the employee at the rate of Five Dollars ($5.00) per day.

SECTION 2. Payment of severance will be made upon proof of retirement by the retiree. A copy of the retiree's first check will suffice for this purpose.

SECTION 3. Severance pay shall be made only once to any bargaining unit member.

SECTION 4. If an employee dies while in the employ of the Board or after retiring but prior to receiving severance pay, payment will be made to the estate of the deceased within sixty (60) days of the receipt of knowledge of said employee's death.

ARTICLE 20 – SERS PICKUP

SECTION 1. A. The Board shall pick up employees' mandatory contributions utilizing the salary reduction method with contributions paid to the School Employees Retirement System of Ohio (SERS).

B. The dollar amount to be "picked-up" on behalf of each employee shall be ten percent (10%), or the then-current percentage of mandatory S.E.R.S. contribution. The employee's gross annual compensation shall be reduced for the purpose of federal and state taxes only.

C. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

D. The parties agree if the foregoing "pick-up" provisions are nullified by any courts, Internal Revenue Service rulings, Ohio Attorney General Opinions, or other regulations, the Board, the Treasurer, and other Board employees will be held harmless by the Union and this article of the contract shall become null and void.

ARTICLE 21 - COMPENSATION

A. Salary Schedule Experience Placement

All new employees shall be brought in at the zero (0) experience column unless a qualified candidate in a classification cannot be obtained. In which case, the Board may assign an applicant at a higher experience level but not to exceed 10 years of experience.

B. Salary Schedule

An increase of one dollar ($1.00) per hour will be effective for the 2015-2016 school year (retroactive to July 1, 2015)

An additional increase of sixty cents (.60) per hour will be effective for the 2016-2017 school year.

An additional increase of fifty cents (.50) per hour will be effective for the 2017-2018 school year.

C. Stipend or Bonus

If during the term of this agreement, the Board of Education receives upfront oil and gas bonus funds (not royalties) and elects to pay members of the Bridgeport Education Association a stipend from said funds, then members of the Bridgeport Association of Classified Employees shall also receive a stipend. The amount of the stipend shall take into consideration the differences in salary/wages between the members of the two associations but shall be equitable and paid in a specific dollar amount (i.e., $100 per member, $200 per member, etc.)

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CLASSIFIED EMPLOYEES HOURLY COMPENSATION SCHEDULE

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016

Experience	0	1	2	3	4	5	7	10	12	15	17	20	22	25	27	29	31
																Longvty	Longvty
Aide	$11.39	$11.59	$11.79	$12.04	$12.34	$12.64	$12.84	$13.09	$13.29	$13.49	$13.69	$13.89	$14.04	$14.24	$14.44	$14.64	$14.84
Bus Driver	$12.29	$12.84	$13.19	$13.54	$13.99	$14.49	$14.59	$14.69	$14.79	$14.89	$14.99	$15.09	$15.19	$15.29	$15.39	$15.49	$15.59
Cook, Head	$12.39	$12.59	$12.79	$13.04	$13.34	$13.64	$13.84	$14.09	$14.29	$14.49	$14.69	$14.84	$15.04	$15.24	$15.44	$15.64	$15.84
Cook, Asst	$11.39	$11.59	$11.79	$12.04	$12.34	$12.64	$12.84	$13.09	$13.29	$13.49	$13.69	$13.84	$14.04	$14.24	$14.44	$14.64	$14.84
Custodian	$11.89	$12.39	$12.89	$13.39	$13.69	$14.19	$14.69	$14.89	$14.99	$15.14	$15.29	$15.44	$15.59	$15.74	$15.89	$16.04	$16.19
Cust. w/boiler	$12.35	$12.85	$13.35	$13.85	$14.15	$14.65	$15.15	$15.35	$15.45	$15.60	$15.75	$15.90	$16.05	$16.20	$16.35	$16.50	$16.65
Maintenance	$13.39	$13.69	$13.99	$14.34	$14.64	$14.94	$15.24	$15.64	$15.94	$16.24	$16.54	$16.89	$17.04	$17.19	$17.34	$17.49	$17.64
Maint. w/boiler	$13.85	$14.15	$14.45	$14.80	$15.10	$15.40	$15.70	$16.10	$16.40	$16.70	$17.00	$17.35	$17.50	$17.55	$17.80	$17.95	$18.10
Secretary	$11.49	$11.74	$11.99	$12.24	$12.49	$12.79	$13.04	$13.24	$13.44	$13.64	$13.84	$14.04	$14.24	$14.44	$14.64	$14.84	$15.04

BUS DRIVER FIELD TRIP HOURLY RATE: Regular hourly rate
BOILER'S LICENSE (ADDITIONAL PER HOUR): $0.46
SHIFT DIFFERENTIAL (EVENING ADDITIONAL PER HOUR): $0.10
(MIDNIGHT ADDITIONAL PER HOUR): $0.20

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CLASSIFIED EMPLOYEES HOURLY COMPENSATION SCHEDULE

EFFECTIVE JULY 1, 2016 – JUNE 30, 2017

Experience	0	1	2	3	4	5	7	10	12	15	17	20	22	25	27	29	31
																Longvty	Longvty
Aide	$11.99	$12.19	$12.39	$12.64	$12.94	$13.24	$13.44	$13.69	$13.89	$14.09	$14.29	$14.49	$14.64	$14.84	$15.04	$15.24	$15.44
Bus Driver	$12.89	$13.44	$13.79	$14.14	$14.59	$15.09	$15.19	$15.29	$15.39	$15.49	$15.59	$15.69	$15.79	$15.89	$15.99	$16.09	$16.19
Cook, Head	$12.99	$13.19	$13.39	$13.64	$13.94	$14.24	$14.44	$14.69	$14.89	$15.09	$15.29	$15.44	$15.64	$15.84	$16.04	$16.24	$16.44
Cook, Asst	$11.99	$12.19	$12.39	$12.64	$12.94	$13.24	$13.44	$13.69	$13.89	$14.09	$14.29	$14.44	$14.64	$14.84	$15.04	$15.24	$15.44
Custodian	$12.49	$12.99	$13.49	$13.99	$14.29	$14.79	$15.29	$15.49	$15.59	$15.74	$15.89	$16.04	$16.19	$16.34	$16.49	$16.64	$16.79
Cust w/boiler	$12.95	$13.45	$13.95	$14.45	$14.75	$15.25	$15.75	$15.95	$16.05	$16.20	$16.35	$16.50	$16.65	$16.80	$16.95	$17.10	$17.25
Maintenance	$13.99	$14.29	$14.59	$14.94	$15.24	$15.54	$15.84	$16.24	$16.54	$16.84	$17.14	$17.49	$17.64	$17.79	$17.94	$18.09	$18.24
Maint w/boiler	$14.45	$14.75	$15.05	$15.40	$15.70	$16.00	$16.30	$16.70	$17.00	$17.30	$17.60	$17.95	$18.10	$18.25	$18.40	$18.55	$18.70
Secretary	$12.09	$12.34	$12.59	$12.84	$13.09	$13.39	$13.64	$13.84	$14.04	$14.24	$14.44	$14.64	$14.84	$15.04	$15.24	$15.44	$15.64

BUS DRIVER FIELD TRIP HOURLY RATE: Regular hourly rate
BOILER'S LICENSE (ADDITIONAL PER HOUR): $0.46
SHIFT DIFFERENTIAL (EVENING ADDITIONAL PER HOUR): $0.20
(MIDNIGHT ADDITIONAL PER HOUR): $0.30

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CLASSIFIED EMPLOYEES HOURLY COMPENSATION SCHEDULE

EFFECTIVE JULY 1, 2017 – JUNE 30, 2018

Experience	0	1	2	3	4	5	7	10	12	15	17	20	22	25	27	29	31
																Longvty	Longvty
Aide	$12.49	$12.69	$12.89	$13.14	$13.44	$13.74	$13.94	$14.19	$14.39	$14.59	$14.79	$14.99	$15.14	$15.34	$15.54	$15.74	$15.94
Bus Driver	$13.39	$13.94	$14.29	$14.64	$15.09	$15.59	$15.69	$15.79	$15.89	$15.99	$16.09	$16.19	$16.29	$16.39	$16.49	$16.59	$16.69
Cook, Head	$13.49	$13.69	$13.89	$14.14	$14.44	$14.74	$14.94	$15.19	$15.39	$15.59	$15.79	$15.94	$16.14	$16.34	$16.54	$16.74	$16.94
Cook, Asst	$12.49	$12.69	$12.89	$13.14	$13.44	$13.74	$13.94	$14.19	$14.39	$14.59	$14.79	$14.94	$15.14	$15.34	$15.54	$15.74	$15.94
Custodian	$12.99	$13.49	$13.99	$14.49	$14.79	$15.29	$15.79	$15.99	$16.09	$16.24	$16.39	$16.54	$16.69	$16.84	$16.99	$17.14	$17.29
Cust. w/boiler	$13.45	$13.95	$14.45	$14.95	$15.25	$15.75	$16.25	$16.45	$16.55	$16.70	$16.85	$17.00	$17.15	$17.30	$17.45	$17.60	$17.75
Maintenance	$14.49	$14.79	$15.09	$15.44	$15.74	$16.04	$16.34	$16.74	$17.04	$17.34	$17.64	$17.99	$18.14	$18.29	$18.44	$18.59	$18.74
Maint. w/boiler	$14.95	$15.25	$15.55	$15.90	$16.20	$16.50	$16.80	$17.20	$17.50	$17.80	$18.10	$18.45	$18.60	$18.75	$18.90	$19.05	$19.20
Secretary	$12.50	$12.84	$13.09	$13.34	$13.59	$13.89	$14.14	$14.34	$14.54	$14.74	$14.94	$15.14	$15.34	$15.54	$15.74	$15.94	$16.14

BUS DRIVER FIELD TRIP HOURLY RATE: Regular hourly rate
BOILER'S LICENSE (ADDITIONAL PER HOUR): $0.46
SHIFT DIFFERENTIAL (EVENING ADDITIONAL PER HOUR): $0.20
(MIDNIGHT ADDITIONAL PER HOUR): $0.30

ARTICLE 22 – PAYROLL PROCEDURES

SECTION 1. PAYROLL PERIODS

Payroll periods are established on the basis of every two (2) weeks or twenty-six (26) pay periods per year. Included in the first pay of the contract year shall be a list of the dates for pay days. When a pay day falls on a holiday or day of vacation, the pay will be made on the preceding day. All employees shall be paid by direct electronic deposit commencing with the first paycheck of September. All employees shall be provided electronically with a listing of the itemized deductions, commonly known as a pay stub.

SECTION 2. DEDUCTIONS

Deductions shall be made for unauthorized absences, federal, state, and local taxes required by law, and the employee share of the SERS contribution. Deductions may be made upon request of the employee for:

Credit union payments and deposits
IRA's or annuities
Union dues

SECTION 3. LEAVE REPORTING

Usage and accumulation of sick and personal leave shall be reflected on the second paycheck stub of each month.

SECTION 4. FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of the members of the bargaining unit who elect not to become or to remain members of the Bridgeport Association of Classified Employees, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

B. Notification of the Fair Share Fee

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

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. Sixty days employment in a bargaining unit position, which shall be the required probationary period, or;
b. January 15.

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first day from the termination of membership.

D. Transmittal Deductions

The Employer further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

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

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

G. Religious Exemption

Any exemption made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

H. Indemnification of Employer

The Union on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Employer shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

2. The Union shall reserve the right to designate counsel to represent and defend the Employer;

3. The Employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;

4. The Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE 23 – FUNDING INCREASE CONTINGENCY

If during the life of this contract there is an increase in funding from the State of Ohio to the Bridgeport Exempted Village School District due to a change in funding as mandated by the Supreme Court ruling in the DeRolph case, and if the increase of funds is at least a $500,000.00 to the General Fund (not earmarked by the state) over the previous year's receipts, then the Association will have the right to reopen the Master Agreement to negotiate salary only. Notice to reopen must be served within 30 days of notification that the district will receive new monies as a result of legislative or administrative action to comply with the DeRolph case.

Negotiations under this special reopener provision shall be in accordance with Article Negotiations Procedure, except that any unresolved disputes shall be submitted to binding interest arbitration under the voluntary rules of the American Arbitration Association and Article Grievance Procedure of this Master Agreement.

ARTICLE 24 – TERMS OF AGREEMENT

The terms of this agreement shall be effective July 1, 2015 through June 30, 2018.

President of the Board

BACE President

Superintendent

BACE Negotiator

Treasurer

BACE Negotiator

Appendix A

MEMORANDUM OF AGREEMENT
BETWEEN
BRIDGEPORT ASSOCIATION OF CLASSIFIED EMPLOYEES
AND
BRIDGEPORT EXEMPTED VILLAGE BOARD OF EDUCATION

There will be established during the term of this agreement a committee chosen by the bargaining unit to meet with the superintendent to discuss job descriptions for each classification. The committee shall meet at least once each year.

Superintendent	BACE President
Date	Date

Appendix B

BACE GRIEVENCE FORM

INFORMAL STEP

The undersigned potential grievant and his/her immediate supervisor acknowledge that a potential grievance was discussed between them in accordance with Level One of the negotiated agreement between the Board of Education and the BACE.

The alleged problem is believed to have occurred on (Date) _____ which generated the following complaint by the potential grievant: _____

Supervisor Answer: _____

Discussion Date: _____

Answer Date: _____

_____
Potential Grievant

_____ _____
Immediate Supervisor

GRIEVANCE REPORT FORM

Level Two - Formal

Aggrieved Person, Persons and/or Association:

_____

Superintendent: _____

Date problem discussed with principal/supervisor: _____

Have you discussed this with your principal/supervisor? ___☐Yes ___☐_No
If no, follow informal step procedure. If yes, attach verification report.

Statement of Grievance: State the facts upon which the grievance is based and the specific contract provision violated?

_____

Relief Sought: _____

_____
To be signed and dated by
Grievant or Representative:

Check applicable box:

/☐/ Level 2, Superintendent

_____ _____
Date Received Acknowledged

/☐/ Level 3, Board

_____ _____
Date Received Acknowledged

/☐/ Level 4, Treasurer
Arbitration

_____ _____
Date Received Acknowledged

Level Two (Formal) Decision: _____

_____

Date: _____ Signature: _____
Superintendent

Date Received: _____ Signature: _____
Aggrieved and/or
Association Representative

Level Three (Formal) Decision: _____

_____

Date: _____ Signature: _____
For the Board of Education

Title: _____

Date Received: _____ Signature: _____
Aggrieved and/or
Association Representative

Date Received: _____ Signature: _____
Aggrieved and/or
Association Representative

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY

*Signature of the aggrieved and/or Association representative indicates only receipt and not necessarily agreement with the decision.

APPENDIX C

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.
The reason I am requesting a sick leave donation is:

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date _____

_____
Name of person making request

(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO _____ I DO NOT _____ request that my name be withheld

Date _____ Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

I have read the Request for Sick Leave Donation Program and agree to donate _____ days for the Sick Leave Donation Program to

_____
Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days accumulated sick leave.

Date: _____

Name of Employee making donation: _____

_____
Signature

This form should be returned to the Sick Leave Donation Committee via the Treasurer's Office.