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CONTRACT

BETWEEN

BLOOMFIELD-MESPO LOCAL BOARD OF EDUCATION

And

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES**

#739

JULY 1, 2016 - JUNE 30, 2019

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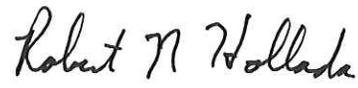
NEGOTIATING TEAM MEMBERS

BOARD OF EDUCATION


NEGOTIATING TEAM MEMBERS

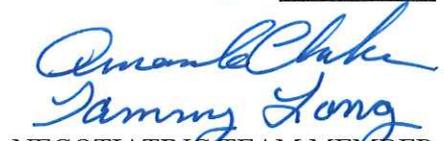

BOARD PRESIDENT


SUPERINTENDENT


TREASURER

OAPSE CHAPTER #739


PRESIDENT


NEGOTIATING TEAM MEMBER


NEGOTIATION TEAM MEMBER


NEGOTIATION TEAM MEMBER

CERTIFICATE

(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the Bloomfield-Mespo Local BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: 05/19/2016

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY: Robert N. Hollada
Treasurer

BY: Russell McQuade
Superintendent of Schools

BY: Aaron Brusopony
President, Board of Education

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BLOOMFIELD -MESPO LOCAL SCHOOL DISTRICT

BOE - OAPSE AGREEMENT July 1, 2013 - June 30, 2016

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association of Chapter 739 and the Ohio Association of Public School Employees as the sole and exclusive bargaining representative for the bargaining unit defined below. This recognition shall be for the purpose of bargaining about salaries, fringe benefits, and conditions of employment. This recognition shall continue during the term of this agreement.

- B. Management Rights- The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights authority, duties and responsibilities not specifically limited by the express terms of this contract.

- C. Consistency with law- If any provision of an agreement between the Board and OAPSE shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. If it is mutually agreed if changes are to be made in the negotiation agreement while it is in force, the negotiation process will make such changes.

- D. For the purpose of recognition and negotiations, the bargaining unit shall consist of employees in the following classifications:
 - Secretarial Nine-Month Custodian Maintenance
 - Custodial Paraprofessionals/Aides
 - Cafeteria Transportation

- E. Exclusions: The bargaining unit shall not include:
 - Substitute Employees Supervisors
 - Treasurer Treasurer's Assistant
 - Secretary to the Superintendent
 - Secretary to the High School Principal/Co-EMIS Coordinator

- F. Term of Recognition

The Board recognizes: Chapter #739 and the Ohio Association of Public School Employees for the term of this agreement.

G. Disputed Exclusions:

Any difference which shall arise between the Board and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the grievance procedure.

H. Bargaining Unit Work:

The administration shall not use non-bargaining unit members to perform work normally and historically done by bargaining unit members if this would have the effect of reducing the hours of or number of bargaining unit members. The administration may waive this section in event of a financial emergency. Should this arise, the association shall retain its' rights under Article IV of this agreement.

ARTICLE II: NEGOTIATION PROCEDURES

- A. The Board and the Association shall designate a bargaining team of up to five (5) members. All negotiations shall be conducted exclusively between the teams. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members, or for the purpose of providing information pertinent to negotiations.
- B. Between Ninety (90) – One Hundred Twenty (120) days prior to the expiration date of the negotiated agreement, either party may notify the other of a desire to commence negotiations.
- C. At the first negotiations meeting, the Association and the Board shall exchange their fully written proposals. No new proposals shall be submitted by either party after the initial meeting unless by mutual agreement (This item shall not be construed as limiting the submission of any legitimate counter proposals)
- D. Original proposals shall be written and in language suitable for inclusion in the final agreement. Topical listings of items proposed for negotiations (i.e. agenda listings) shall constitute a clear failure of compliance and may be disregarded.
- E. All language in the current negotiated agreement not addressed by these negotiation, initial proposals by OAPSE or the by Board will continue in effect.
- F. Time Limitations
 - 1. Bargaining sessions shall last a maximum of one and one-half (1-1/2) hours unless concrete progress is being made, then the length of the session can be extended by mutual agreement.

2. Every thirty minutes a five-minute rest period will be called unless both parties agree to continue without such a break.
 3. Either party may call caucuses for a period of time not to exceed fifteen minutes, unless both parties agree additional time is needed.
 4. If agreement is not reached within sixty (60) calendar days from the first bargaining session, the provisions of item I will be implemented.
 5. Any of these limits may be modified by mutual agreement.
- G. Prior to and during the period of negotiating, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.
- H. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Board and Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and the Association for ratification. Following approval by both parties, the agreement shall be binding on both parties.
- I. Resolving differences
1. Mediation - following the (60) day period described in Section F above, either party may cause unresolved issues to be submitted to mediation within ten (10) calendar days of a written request to the other party. The Federal Mediation and Conciliation Service will be utilized and mediation will conform to their rules and guidelines.
 2. If, after a minimum of fifteen (15) calendar days, mediation has not resolved the difference, the bargaining teams shall meet privately at least once in an attempt to reach an agreement.
 3. The expenses of the mediator shall be shared equally by the parties.
 4. Recommendations of the mediator shall not be made public and shall not be binding on the parties.
- J. News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to timing and content of the release. A signed copy of any media release shall be furnished to the other party at the same time and by the same method.

ARTICLE III: EMPLOYEE RIGHTS

- A. Personnel Files - The personnel file of each employee shall be maintained at the Board of Education's Office. Material in the personnel file may be used for disciplinary action by the superintendent or for employment reasons.
- B. Evaluations and reprimands placed in the file by the school administration shall be signed and dated by the submitting administrator and the employee. The employee shall be permitted to reply in writing to any material within five (5) working days. This written response shall be attached to the document. The employee shall receive a copy of all evaluations and reprimands.
- C. General items such as BCI/FBI checks, certifications, in-service certificates, etc., will not require signatures but the employee may check his/her personnel file upon request.
- D. Each classified employee shall be evaluated formally at least once a year by the appropriate superior and/or the superintendent, using the Formal Evaluation Form for classified staff.

The purpose of evaluation will be to assist each individual in examining his/her own specific work efforts and making constructive suggestions for implementation and improvement. The objective of the formal evaluation is to provide for continuous improvement of the performance of the classified staff through constructive evaluation of the individual's work performance and capability to do the assigned job.

- E. Classified employees, who could be non-renewed based on performance, will have two evaluations complete by April 1st of each year. The final formal evaluation conference should take place prior to the end of the first week of April if a recommendation for non-renewal is being considered and by the last week of May if non-renewal is not being considered.

A conference shall follow within ten (10) days of the completion of the Formal Evaluation Form by the appropriate supervisor and/or superintendent.

Any evaluation of the employee placed in his/her personnel file shall first be discussed with the employee and signed by said employee to denote said discussion was held. Any evaluation indicating a need for improvement shall include recommendations for correction and a program for assisting the employee in implementing any recommendations made.

F. NON-DISCRIMINATION

The Board and the Association are cognizant that the employee qualifications are not impaired by virtue of age, race, color, national origin, sex (including transgender identity), disability, religion, military status, ancestry, genetic information (collectively "Protected Class") or any other legally protected category. Therefore, the Board and the Association shall not engage in any biased or discriminatory practices regarding the employment, conditions of employment, transfer, promotion, or compensation on the basis of the virtues listed above.

ARTICLE IV: ORGANIZATIONAL RIGHTS

The Association shall enjoy the following rights:

- A. The right of access, at reasonable times and for reasonable purpose to areas in which employees work.
- B. Right to use a school bulletin board near the mailboxes in each building, to use interschool and intra-school mail service, when available, for posting or transmission of information or notices concerning OAPSE matters should be signed or identified by the group.
- C. To use the school facilities and equipment for official OAPSE business only, free of charge except for the two (2) photocopiers for which a charge, based on actual cost, will be made. Proper clearance and/or notification must be made to the building principal. School use has priority and OAPSE shall pay for repair costs to machines they damage through gross negligence.
- D. All current policies are posted on the district's website. OAPSE may request hard copies of newly adopted policies when there is a delay between adoption and the posting to the district's website. OAPSE will have the opportunity to state to the Board the Association's position regarding a new policy under consideration for adoption during the public meeting when the public is offered opportunity to speak. The OAPSE President may consult with the Superintendent regarding concerns over the Board of Education's policy. The President shall be notified of all Board meetings and will be provided with Board agendas and Board minutes will be e-mailed when they become available for any regularly scheduled meetings of the Board of Education, the agendas shall be provided by the Friday, except in extenuating circumstances, preceding the meeting. One copy will be e-mailed to the building representative at the high school and one copy to the elementary. The District will provide computer access and training for those not familiar with technology.

- E. Bargaining unit members will continue to have input into the school calendar as well as new or revised job descriptions. Employees will receive a salary notice/position calendar with their current job description by July 1st of each year.

ARTICLE V: UNION DUES CHECKOFF

- A. The Board agrees to deduct from the wages of Union member for the payment of dues to the Union, upon presentation of a written authorization individually executed by each bargaining unit member.
- B. All dues deductions shall be made in nine (9) monthly deductions starting with the second paycheck in October of each year. Deductions shall include local dues, all deductions shall be sent to OAPSE Local #739 treasurer with an alphabetical list of those employees for whom payment is made and the amount being deducted.
- C. If requested by the Union, the treasurer will provide to the Union for each bargaining unit member who authorizes dues deductions the amount of the total gross annual income as reflected on the employee's W-2 forms received from the treasurer for the previous year.
- D. The fair share fee shall be in the amount set forth in written notification by the Union treasurer, such notice to be provided not later than September 5th of each school year. Such fees shall be required as a condition of employment following a waiting period of sixty (60) days following employment. Any employee of the bargaining unit who has been declared exempt for religious convictions by the NLRB shall not be required to pay a fair share fee. However, such employee shall pay in lieu of a fair share fee, on the same time schedule as union dues are payable, an amount of money equal to the fair share to a non-religious charitable fund exempt from taxation under Section 501 (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE state treasurer. Such employee shall furnish to the OAPSE state treasurer written receipts evidencing payment to such agree upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions as would nonpayment of Union dues under the Agreement. In no case shall the monthly fair share fee be in excess of their regular OAPSE membership dues. All Union members shall either authorize payroll deduction for the payment of dues or remit payments, in full directly to the state OAPSE state treasurer.
- E. Fair share fee deductions shall be made in the same manner as dues. Signed payroll deduction authorizations executed by Union members shall be continuous from year-to-year for the duration of the term of recognition of the Ohio Association of Public school Employee OAPSE/AFSCME/AFLCIO and its Local #739 as the bargaining representative or; until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee shall have fifteen (15) days preceding the end of this Agreement to

withdraw dues authorization from the Union by presenting a notice of withdrawal to the OAPSE state treasurer's office; 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. Should member withdraw during the withdrawal period, the employer shall then deduct fair share fees from the employee's paychecks.

- F. The union shall defend and indemnify the Board and the Treasurer, its member, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demand, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason action taken by the District, its officers, member employees and/or agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices or assignment furnished under any such provisions.
- G. The board agrees to deduct from the wages of any employee an OAPSE-PEOPLE deduction as provided for in a written authorization. Such authorization must be voluntarily executed by the employee and may be revoked by the employee at any time giving written notice to both the District and the Union. The District agrees to remit any deductions made pursuant to this provision 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.

ARTICLE VI: GRIEVANCE PROCEDURE

Definition:

A grievance is defined as any complaint of an employee, employees or OAPSE involving the interpretation, application or alleged violation of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. Procedure - Grievances shall be handled in the following manner:

- A. **Step One**
An aggrieved employee may present directly or, through his/her Building representative, his/her grievance to his/her building principal. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally the grievance may proceed to step two.
- B. **Step Two**
An aggrieved employee may present their grievance directly to the building principal in writing within ten (10) working days from the time an employee knew or should have known of the existence of a grievance. The principal must grant an interview within five (5) working days after receiving the written grievance. After this interview with the employee and, if they desire, his/her representative, the principal must give a written answer to the aggrieved person within three (3) working days. If this decision is not satisfactory to the employee, the employee may proceed to step three within five (5)

working days. If the employee fails to proceed to step three within the five (5) day period, the grievance will be considered resolved.

C. Step Three

The aggrieved employee shall present his/her grievance directly to the superintendent in writing, the superintendent or his/her designee must grant an interview within five (5) school days after receiving the request. The superintendent or his/her designee shall send a written answer to the employee within five (5) working days after the interview. If this decision is not satisfactory, the employee may proceed to step four within five (5) working days. If the employee fails to proceed to step four within the five (5)-day period, the grievance will be considered resolved.

D. Step Four

The aggrieved employee may appeal step three decision, in writing, by certified mail only, directly to the president of the Board of Education, requesting a hearing on the grievance at the next regularly scheduled meeting of the Board of Education. The Board, at its next regularly scheduled meeting following the filing of the appeal with the President of the Board, shall meet with the aggrieved employee and the superintendent to review the grievance. The decision of the Board of Education shall be made within seven (7) working days of that meeting, in writing, to the aggrieved employee. If this decision is not satisfactory, the aggrieved employee may proceed to step five within ten (10) working days. If the employee fails to proceed to step five within ten (10) working days, the grievance shall be considered resolved.

E. Step Five: Mediation

If the grievance is not resolved at Step Four, the grieving party may, within ten (10) working days notify the superintendent. Upon such request, the Board and the Union shall, within ten (10) working days of the Board's receipt of written request for mediation, submit the grievance to the Federal Mediation and Conciliation Service (FMCS). The parties shall first attempt to agree on a mediator. In the event the parties are unable to agree on a mediator, they shall ask FMCS to appoint a mediator. The Mediation will be conducted pursuant to FMCS rules. If the mediation is not successful, the aggrieved employee may proceed to step six within ten (10) working days. If the employee fails to proceed to step six within ten (10) work days, the grievance shall be considered resolved.

F. Step Six: Arbitration

In the event that the grievance is not satisfactorily adjusted at step five, the Association may submit a request, in writing to the superintendent, that the grievance be submitted to arbitration. The request shall be made within ten (10) working days of receipt of the response at step five or failure of the Board to respond in a timely manner, the parties shall immediately attempt to select a mutually acceptable arbitrator from lists to be developed by the FMCS. If the parties are unable to agree upon an arbitrator, within ten

(10) days of receipt of said lists, the grievance may be submitted to FMCS for processing in compliance with their Voluntary arbitration rules.

A notice will be filed with the Federal Mediation and Conciliation Service (FMCS) requesting a list of seven (7) arbitrators. The selection of an appropriate arbitrator shall be as follows:

A representative of the Union and a representative of the Board shall review the list of arbitrators and through alternately striking names shall reduce the list until one (1) arbitrator remains. Either has the right to request a second list.

The arbitrator shall hear all matters pertinent to the grievance and render his/her binding decision on the grievance within thirty (30) days following the hearing.

The arbitrator shall have no power or authority to, add to, subtract from, or in any manner alter, the specific terms of this agreement, nor make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this agreement.

The decision of the arbitrator shall be binding upon the employees, the association, and the Board of Education. The loser shall pay the whole cost of arbitration. The arbitrator must clearly indicate the loser.

ARTICLE VII: HOURS OF WORK AND OVERTIME

- A. Work Week - The standard workweek shall be Monday through Friday, unless modified by the school calendar for employee's working less than twelve (12) months. The workday shall be governed by the employee's individual contract. This article shall not restrict extension of an employee's regular workday or workweek when such is necessary to carry on the business of the district.
- B. Lunch Period - All employees in the bargaining unit whose contract calls for six (6) or more hours per day are entitled to a thirty (30) minute paid lunch period.
- C. Overtime - Overtime is defined as time worked in excess of forty (40) hours in any calendar week and shall be compensated at a rate of pay equal to time and one-half (1 & 1/2) the regular rate of pay of the employee. Any work done on Saturday shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay of the employee. All overtime must have the prior approval of the Administration, and may be declined by the employee except in the event of an emergency.

All hours worked on Sunday shall be compensated at double (2) time, except for routine building checks as requested by the administration. This time will be compensated at the rate of one and one-half (1 ½) times the employee's pay for a minimum of two hours

plus mileage compensation or comp time plus mileage compensation. Mileage compensation shall be calculated for miles traveled from home to school plus the return from school to home.

All hours worked on holidays by this agreement shall be compensated at double (2) time the employee's regular rate of pay.

All work performed on a day designated as a day school is closed because of inclement weather shall be compensated at the rate of time and one half (1 ½) or compensatory time off.

On a day school is closed early due to inclement weather, employees on second shift shall be paid for their regular work day, and not be required to report to work.

- D.
1. All cooks shall be granted two (2) additional days of work per year, one at the beginning of the school year and one at the end of the school year, to clean the kitchen(s) and related equipment. Employees shall be scheduled on their regular hours of work and paid their regular rate of pay.
 2. Head cook shall be granted an additional six (6) hours per month of additional paid time, paid at their regular rate of pay, for inventory duties. Inventory shall be given to the Food Service Supervisor no later than the 5th of the month, dated and signed by an Administrator.
 3. Employees performing the duties of an employee in a lower paying position shall be paid the regular rate of pay on the salary schedule. Employees performing the duties of an employee in a higher paying position shall be paid the higher rate of pay on the salary schedule at their step.
 4. When the day turn custodian is off the night turn custodian shall be given the opportunity to work the day turn. A reasonable effort shall be made by school personnel to notify the night turn custodian of this opportunity prior to a substitute employee being scheduled.

ARTICLE VIII: PAY AND ALLOWANCES

The regular rate of pay for each position in the bargaining unit shall be in accordance with rates established on the classified salary schedule.

All employees in the bargaining unit shall be paid 26 times per year, every other Friday, starting with the first scheduled Friday pay day after school opens in the fall. On those years when a 3-week lapse occurs between the last pay of one contract and the first pay of the next contract, the 12 -month employees pay period will be adjusted at the same time as the 9-10 month employees.

All employees will be paid through the direct deposit system established by the Bloomfield-Mespo Local School District's Treasurer.

The Board shall provide, besides the required payroll deductions, for all union dues, hospitalization, other insurance and credit union deductions.

Any overtime and/or extra time work must be turned in by 8 am two (2) weeks prior to the pay date.

ARTICLE IX: VACATIONS

- A. Bargaining unit employees employed on a twelve- (12) month basis shall be eligible for benefits under this article. Vacation benefits shall be earned on a fiscal year basis of July 1 to June 30. Paid vacation shall be granted no later than the twelve- (12) months immediately following the fiscal (July-June) year in which it was earned.

Vacation time shall be earned and accumulated in accordance with the following schedule:

1. Three (3) months of service but less than one (1) year of service = five (5) days of vacation accrued at the rate of 2.5 days (3-12 months) per quarter each year.
2. One (1) year of service but less than eight (8) years of service = ten (10) days of vacation accrued at the rate of 2.5 days per quarter each year.
3. Eight (8) years of service but less than twelve (12) years of service = fifteen (15) days of vacation accrued at the rate of 3.75 days per quarter each year.
4. Twelve (12) or more years of service = twenty (20) days of vacation accrued at the rate of five (5) days per quarter each year.
5. Twelve (12) month employees will be permitted to use vacation time at any time during the year. No more than one (1) person per building may be off on vacation when school is in session. The remaining twelve (12) month employee in the classification (custodian) in that building shall be given the opportunity to work for the vacationing employee (custodian). Twelve (12) month employees shall not be permitted to take more than five (5) consecutive days of vacation unless approved by the Superintendent. Employees must submit written request to the Superintendent for vacation days one week prior to taking vacation day(s).

ARTICLE X: HOLIDAYS

A. The Board agrees to provide all employees in the bargaining unit the following ten (10) paid holidays:

1. New Year Day
2. Martin Luther King
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Thanksgiving
8. Friday following Thanksgiving
9. Christmas Eve
10. Christmas Day

All twelve (12) month employees will also be paid for the holidays Independence Day and New Years Eve Day.

B. If school is in session on President's day it will be excluded from this agreement. Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday is a holiday shall be deemed to be that holiday, if school is in session on Monday when the holiday falls on a Sunday that day shall convert to a floating holiday.

ARTICLE XI: JOB BID PROCEDURE

A. Vacancy Defined—A vacancy shall be defined as;

1. A newly created position to perform bargaining unit work or
2. A position held by a member of the bargaining unit who leaves the employment of the Board through resignation, retirement, death, non-renewal or termination which the Board determines to fill.

B. Posting

When a vacancy occurs a "vacancy notice" shall be e-mailed within five (5) working days and will be posted internally for a five (5) working day period by the Superintendent's office. This "vacancy notice" shall contain a description of the duties, salary range, shift times and work locations. Vacancy notices shall be e-mailed and mailed to all employees on leaves of absence. It is the responsibility of the employee to have e-mail addresses on file with the Superintendent's Office. Employees desiring the position shall submit their written bid to the Superintendent within this five (5) workday

posting period mentioned above. The Superintendent shall keep the OAPSE President informed of any progress in the vacancy.

The bid shall be awarded to the employee having the greatest classification seniority from among those employees who submit their bid, if, in the judgment of the superintendent, he/she is a qualified applicant. If no employee from the classification bids the job, the job shall be assigned to the employee with the most seniority that bid the job; if in the judgment of the superintendent, he/she is the most qualified applicant. Such bid shall be awarded within five (5) working days of the close of the posting period. If no current employee bids for the position, the position shall be filled within forty-five (45) calendar days, provided there are sixty (60) or more school days left in the school year. If in the superintendent's judgment no qualified person bids, the least senior classification may be assigned.

Seniority is defined as the length of continuous service as an employee of the Bloomfield-Mespo Local School District. While a Board approved leave of absence does not interrupt continuous service for seniority purposes, the leave period shall not count as time worked for seniority purposes. The Administration shall make available to the Association a current seniority list of all bargaining unit employees once each calendar year, by November 30.

All employees changing classifications shall serve a probationary period of three months and no appointment or promotion shall be final until the appointee has satisfactorily served his/her probationary period.

If such employee's probationary period is unsatisfactory and if employed by the Bloomfield-Mespo Local Schools at the commencement of the probationary period, he/she shall be reassigned to his/her former position at the salary earned prior to the probationary period. It is further understood that the replacement employee will be non-renewed by the Board. Government program (CETA, PIC, WORKFARE, ETC.) employees are not regular employees & shall not accumulate seniority.

A temporary vacancy of short duration less than ninety (90) days that is not posted shall be offered to an existing employee with the most seniority from among the classification whenever the Superintendent deems it is in the best interest of the school district to fill the position. Should all qualified persons decline; the Superintendent shall retain the right to fill the position with the least senior employee in the classification to perform the work.

C. New Hires

New hires may be hired up to step five (5) (4 thru year 6) based on experience for position applied for (public or private) at the discretion of the Superintendent.

ARTICLE XII: TRANSFERS

- A. No employee shall be reassigned to a work location other than his/her normal work location for a period in excess of thirty (30) workdays per calendar year, without the employee's written consent, except for emergencies.
- B. The Board may, when an employee becomes medically unable to satisfactorily perform his/her regular job classification duties, offer alternate work and/or assignments, for which the employee is qualified and physically able, if such a position is available. Such alternate work may constitute promotion, demotion, or lateral transfer. If no position exists at that time, the Board may consider the displaced employee for any future positions, which become available which the employee could perform prior to considering outside applicants.

ARTICLE XIII: CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS

- A. Every bargaining unit position shall be placed in a classification.
- B. Position classification and reclassification shall be reserved to the Board with notification to the Association who may have input before the final decision.
- C. When a position or class of positions is reclassified, the positions shall be assigned to an appropriate range on the salary schedule.
- D. Incumbent Rights - When an entire class of positions or less is reclassified, the incumbents in the positions are entitled to serve in these new positions for which the job description remains the same. If the reclassification results in new positions the new positions shall be considered a vacant position subject to the job bid procedure of this agreement.
- E. All new reclassified or transferred bargaining unit members shall receive a job description before they start their job.

ARTICLE XIV: LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, lack of work, the following procedure shall govern such layoffs.
 - 1. The number of people affected by reduction in the force will be kept to a minimum in so far as practical-by permitting affected employees to bid for any vacancies that occur in other positions, for which they are qualified,

2. In the event of layoff, an employee may bump to a previous classification on the basis of seniority the employee previously held for at least two (2) years in the classification. The employee must also have received satisfactory evaluations as an employee in that classification. The seniority shall be calculated as the total length of continuous service with the Board of Education in each job classification. Authorized leaves of absence do not constitute an interruption in service; however, the time of leave will not be included in the amount of seniority for a classification or time with the school district.

3. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff.

Secretary/clerical	Food Service
Custodial	Paraprofessionals/Aides
Pupil Transportation	Maintenance

4. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid-off. In the classifications of layoff, employees on probation shall be laid off before an employee in that classification employed under a continuing contract is laid-off.

5. Each employee to be laid-off shall be given twenty (20) working days advance written notice of the layoff.

Each notice of layoff shall state the following (A) reasons for the layoff or reduction, (B) the effective date of layoff, and (C) a statement advising the employee of their rights of reinstatement from the layoff,

6. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts, they shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall layoff, according to seniority.

7. A vacancy that occurs in the classification of layoff shall be offered in writing to the employee with the highest standing of the classification on the layoff list before the next person on the list may be considered. An employee has ten (10) days to accept or his/her name shall be removed from the reinstatement list. .

The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain a previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

8. Laid off employees will be notified by phone announcement or in writing of any bargaining unit vacancies within the school district.
- B. As part of these negotiations, all job descriptions shall be updated to reflect current duties. Once established, job descriptions shall not be changed for the term of this agreement.
 - C. Employees shall have input into the job descriptions.

ARTICLE XV: LEAVES

A. SICK LEAVES

1. All members of the bargaining unit are entitled to fifteen (15) sick days per year accrued at the rate of one and one quarter (1 ¼) days per month.
2. Sick leave may be used for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, pregnancy of the member of the bargaining unit upon prior written certification by a licensed physician and for absence due to illness, injury or death in the employee's immediate family, Immediate family includes father, mother, sister, brother, husband, wife, children, stepparent, stepchildren, father-in-law, mother-in-law, grandparents, grandchildren. Unused sick leave shall be accumulative for the period of time that an employee works for the Board of Education, not to exceed 266 days.
3. Any newly hired employee at the time of hiring who has accrued sick leave with another public employer may transfer such sick leave only pursuant to and as specified by the Ohio Revised Code.
4. If sick leave is taken, the Board may request a signed statement to justify the use of sick leave. Sick leave in excess of four (4) consecutive days that is illness related, shall require a doctor's excuse. Other use of sick leave, as outlined in Article XV Section 2, will require proof of circumstances from the employee if the sick leave extends beyond four (4) consecutive days.
5. Sick leave request form, Appendix 11 of this agreement, must be submitted to the treasurer before the end of a pay period on which the sick leave is used unless extenuating circumstances, such as hospitalization or incapacitation prevent the employee from communicating with the treasurer.
6. For the purpose of attending funerals utilizing sick leave, the immediate family shall include all those listed in A-2 as well as brother/sister-in-law, children-in-law, aunt, uncle or significant other.

- B. Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- C. Family and Medical Leave: The Board will comply with the Family and Medical Leave Act of 1993 and its implementing regulations.
- D. Leave of Absence
 - 1. Upon a written request specifying a reason, the Board may grant a leave of absence for a period of not more than two years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason. Such leaves will be without pay.
 - 2. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
 - 3. If after the return of the employee from leave the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee or if he is hired by the Board as a regular employee within a year after his employment as a replacement he shall receive credit for his length of service with the Board during such replacement period.
 - 4. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.
 - 5. During all unpaid leaves of absence pursuant to Article XV the employee will not accrue sick leave, vacation time or personal days. Furthermore, the time spent on unpaid leave will not be used for advancement on the salary schedule or seniority list.
- E. Personal Days
 - 1. The Board shall grant each classified employee four (4) personal leave days per year on July 1 of each year.
 - 2. Personal days are not accumulative and whenever an employee willingly severs employment or is terminated, any unused personal days shall be forfeited.

3. Personal leave forms will be obtained from the school secretary, signed by the employee, and then returned to the building secretary early as possible prior to date of leave.
4. Personal days cannot be used the day before or the day after a holiday. Exceptions to this may be granted by the Superintendent but is limited to two employees.
5. Personal days cannot be used as an extension of sick leave, except as approved by the Superintendent.
6. Employees unused personal days shall automatically convert to Sick Days July 1st of each year. Employees who want paid for these days instead of conversion must notify the Treasurer's Office in writing by the last student school day except for 12 month employees who must notify the treasurer's Office by July 1st.
7. Employees shall receive their rate of pay, to a maximum of \$85.00 per day, for any unused personal days.

- F. Assault and on the Job Injury Leave: OAPSE personnel injured while performing school duties or by serious physical assault and/or battery while performing school duties shall be compensated at their regular rate of salary less the amount of worker's compensation received. The employee shall not forfeit sick leave while he/she is on assault leave.

The assault and/or on the job injury leave shall be in effect only if the person so injured presents proper written proof to the Superintendent that he/she is under the care of a physician for such injury. The Board may ask that a physician approved by them also certify the existence of a disability and, if possible, the length of time the employee will probably not be able to perform his/her duties.

Employees so injured shall be granted leave of up to thirty (30) calendar days for assault injuries and seven (7) working days for on the job injuries and this leave shall not be deducted from any other contractual leave. The Board may extend this if it deems necessary.

- G. Professional Leave:

Professional Leave shall be granted, as long as this does not disrupt the operation of the school district, to an employee upon approval of the Superintendent. Employees shall receive their regular rate of pay for all such days. Reimbursement may include meals, tolls, mileage, lodging, and the cost of the seminar. Reimbursements will follow IRS guidelines. The following conditions shall apply to Professional leaves:

1. There shall be a maximum of three (3) days per contract year per individual.

2. There shall be a maximum payment of six hundred fifty (\$650.00) dollars per contract year to any individual. Receipts must be for incurred expenses.
3. The leave must relate to the employee's current job classification.

ARTICLE XVI: DISCIPLINARY ACTION

A. Disciplinary Procedure

1. Except in those situations of serious misconduct as determined by the administration where an emergency suspension is implemented, an employee whose work or conduct is of such character as to incur disciplinary action shall first be specifically warned, in writing by his/her supervisor.
2. Such a warning shall be in the form of a formal written reprimand which states the cause of the reprimand the Corrective action needed, and the time limit for such corrections to be made. Both the employee and the supervisor shall date and sign the written reprimand to denote that a conference was held relating to said matters, with a copy being forwarded to the Superintendent, a copy placed in the employee's file, and a copy being retained by the employee.
3. An employee who has received a disciplinary action may appeal the action in accordance with the grievance procedure.
4. When the Board seeks the imposition of discipline, notice of such discipline shall be made in writing and served in person or by registered mail upon the employee. The notice shall indicate: a) The specific charges against the employee; b) the proposed penalty.
5. Except in the case of an emergency suspension, the proposed penalty shall not be imposed until the employee has exhausted his/her rights under the grievance procedure, or unless the employee waives, his/her rights to appeal the matter.

B. Disciplinary Grievance

1. An employee may grieve an emergency suspension at Step Three of the grievance procedure.
2. A disciplinary grievance may be settled at any time following the service of the notice of discipline. The terms of settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have an Association representative review the proposed settlement prior to execution, unless the employee waives such right.

ARTICLE XVII: TRANSPORTATION

- A. Any routes that are over and above existing routes or JVS runs which cannot be included as a part of a regular run shall be put up for bid. Such runs shall be paid to the driver earning the bid at his/her level on the salary schedule with a two (2) hour minimum guarantee regardless of the actual driving time. Bus routes will be developed by the Head Driver in consultation with the Superintendent. All bus routes/stops will be approved by the Board of Education. Seniority will be the basis for Route assignments. In the event the driver houses the bus at his/her residence, the driver will be assigned to the route closest to his/her residence regardless of seniority. Only drivers living within 3 miles of the district are permitted to have the bus at his/her residence.
- B. In the event a new route becomes available or an existing route becomes vacant through termination, transfer, or resignation it shall be bid on the basis of seniority under procedure in ARTICLE XVIII of this agreement. Seniority drivers will accept the existing time paid for such routes.
- C. In the event it becomes necessary to employ a new driver for a route vacancy the following procedures will apply.
1. During the first month of employment the new driver will submit to the Superintendent the actual driving time for a ten (10) day period which includes: warm-up, gassing, and road check of the bus, for each route (high school AM & PM and elementary AM & PM).
 2. The Superintendent or his/her designee will time such routes twice during the first fifteen (15) days of the first month following the first month of employment.
 3. The Superintendent or his/her designee will discuss any time and pay adjustment with any driver affected. The time paid will be computed to the nearest fifteen (15) minutes.
 4. Any adjustment for driving time to any route will begin the pay period nearest following the fifteen (15) day timing period.
- D. The Board is not required to award any trips to drivers who will exceed forty (40) hours in any given week.

Extra-curricular trips will first be offered as packages. If drivers do not bid on entire packages, extra-curricular trips will be assigned as separate trips. Trips will be assigned to drivers by the Head Driver with the approval of the Superintendent by seniority. Field Trips will be assigned as separate trips.

If the District, for any reason, is unable to get enough drivers for field trips and routes, the route will always take precedent over the field trip. In this circumstance, field trips will be cancelled and the driver will drive his/her route.

- E. The hourly rate for extra curricular and field trips shall be in accordance with the driver's established hourly rate on the adopted salary schedule. Extra curricular trips, outside of the district, shall be paid a two (2) hour minimum. All non-driving time will be paid at the drivers' regular hourly rate of pay. All extra curricular trips that do not require a driver to be away from home overnight will compensate the driver for all time spent from departure (where bus is housed) to the conclusion of the trip. Any trip requiring the driver to be away from home overnight will be paid for all time spent on layover at the rate of minimum wage per hour, with a limit of \$150.00 per trip. Board reimbursement for lodging and meals shall not exceed \$200.00 per day.
- F. Additional time required to complete a regular route shall be compensated on the following basis:
 - 1. Driver fills out form requesting additional pay and reason for such. Form to be obtained in the Superintendent's office.
 - 2. Compensation shall be based on the drivers' regular rate of pay.
 - 3. Compensation shall be based on the number of minutes driven over and above the regular route in increments of fifteen (15) or more minutes.
- G. It is understood that all buses must be kept in good driving condition and shall be inspected prior to the beginning of the school year. No driver shall be requested to drive an unsafe bus.
- H. The designated "On the Bus Instructor" shall be paid his/her regular driving rate of pay for all hours spent working as "On the Bus Instructor".
- I. No drivers' time per week shall exceed forty (40) hours.
- J. Bargaining unit employees shall be entitled to \$150.00, payable at the end of the fiscal year, for busses plugged in at the employees' residence.
- K. Bargaining unit employees shall be entitled to one, five (5) ton load of #57 gravel per year payable at the end of the fiscal year, dumped in the employees' driveway where the bus is parked.
- L. The Board of Education will pay for bargaining unit employees, up to \$30.00 towards any excess cost, for drivers' annual physicals not paid by Trumbull County.

- M. Drivers who drive on a day when the home school is not in session shall be paid at one and one half (1-1/2) times their regular rate of pay.

ARTICLE XVIII: SEVERANCE PAY

Full time employees may, at the time of their separation from service with the Bloomfield-Mespo Local School District elect to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave credit. Only those employees whose effective date of retirement with the State Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Bloomfield-Mespo Local School District shall be eligible to be paid for such accrued but unused sick leave credit. The maximum payment which may be made shall be sixty-four (64) days. Such payment shall be based on the employee's rate of pay at the time of separation. Payment for sick days on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Such payment shall be made not later than sixty (60) calendar days after the effective date of retirement with the State Retirement System. Should an employee die during service with the district the employees' severance pay shall be paid to the beneficiary of the employees' term life policy, provided the employee is eligible for SERS retirement at the time of death.

ARTICLE XIX: CLASSIFIED PAY SCHEDULE

**BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
OAPSE**

EFFECTIVE JULY 1, 2016	2.0%	2.0%	2.0%	2.0%	.30	.30	.30
	0 thru year 3	4 thru year 6	7 thru year 11	12 years & on	at year 16	at year 20	at year 25
BUS DRIVER	13.08	14.34	15.27	18.14	18.44	18.74	19.04
CUSTODIAN	13.08	14.34	15.27	18.14	18.44	18.74	19.04
COOK	10.97	11.82	12.79	15.58	15.88	16.18	16.48
HEAD COOK	11.82	12.64	13.66	16.22	16.52	16.82	17.12
BLDG. SECRETARY	13.08	14.34	15.27	18.14	18.44	18.74	19.04
PARAPRO/AIDE/CASHIER	10.44	10.87	11.72	14.73	15.03	15.33	15.63

All paraprofessional/aides shall be granted the Salary Step consistent with their years of service.

The position Head Custodian will be paid one (1) additional hour per day and the position of Head Driver will be paid one half (.5) additional hour per day, added to the employees contract, at the employees regular rate of pay.

OAPSE members will receive a longevity incentive of .30 per hour at year 16, an additional .30 per hour at year 20, and an additional .30 per hour at year 25.

**BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
OAPSE**

**EFFECTIVE
JULY 1, 2017**

2.0% 2.0% 2.0% 2.0% .30 .30 .30

	0 thru year 3	4 thru year 6	7 thru year 11	12 years & on		at year 16	at year 20	at year 25
BUS DRIVER	13.34	14.63	15.58	18.50		18.80	19.10	19.40
CUSTODIAN	13.34	14.63	15.58	18.50		18.80	19.10	19.40
COOK	11.19	12.06	13.05	15.89		16.19	16.49	16.79
HEAD COOK	12.06	12.89	13.93	16.54		16.84	17.14	17.44
BLDG. SECRETARY	13.34	14.63	15.58	18.50		18.80	19.10	19.40
PARAPRO/AIDE/CASHIER	10.65	11.09	11.95	15.02		15.32	15.62	15.92

All paraprofessional/aides shall be granted the Salary Step consistent with their years of service.

The position Head Custodian will be paid one (1) additional hour per day and the position of Head Driver will be paid one half (.5) additional hour per day, added to the employees contract, at the employees regular rate of pay.

OAPSE members will receive a longevity incentive of .30 per hour at year 16, an additional .30 per hour at year 20, and an additional .30 per hour at year 25.

**BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
OAPSE**

EFFECTIVE JULY 1, 2018	2.0%	2.0%	2.0%	2.0%	.30	.30	.30
	0 thru year 3	4 thru year 6	7 thru year 11	12 years & on	at year 16	at year 20	at year 25
BUS DRIVER	13.61	14.92	15.89	18.87	19.17	19.47	19.77
CUSTODIAN	13.61	14.92	15.89	18.87	19.17	19.47	19.77
COOK	11.41	12.30	13.31	16.21	16.51	16.81	17.11
HEAD COOK	12.30	13.15	14.21	16.87	17.17	17.47	17.77
BLDG. SECRETARY	13.61	14.92	15.89	18.87	19.17	19.47	19.77
PARAPRO/AIDE/CASHIER	10.86	11.31	12.19	15.32	15.62	15.92	16.22

All paraprofessional/aides shall be granted the Salary Step consistent with their years of service.

The position Head Custodian will be paid one (1) additional hour per day and the position of Head Driver will be paid one half (.5) additional hour per day, added to the employees contract, at the employees regular rate of pay.

OAPSE members will receive a longevity incentive of .30 per hour at year 16, an additional .30 per hour at year 20, and an additional .30 per hour at year 25.

ARTICLE XX: FRINGE BENEFITS

The Board of Education will make available to all eligible members of the OAPSE bargaining unit the following health insurance coverage under the following schedules in accordance with an agreement with the Board and the Trumbull County Health Insurance Consortium.

- A. Employees working 40 hours per week, 12 months per year and employees hired prior to July 1, 1993, working 25-40 hours per week and less than 12 months per year, shall have their insurance premiums paid according to the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (TCSEIC). Employees who have insurance coverage as of July 1, 2013, will maintain their insurance eligibility if their hours are reduced.
- B. Employees hired on or after July 1, 1993 working 25-40 hours per week but less than 12 months shall have their monthly insurance premiums paid as follows:

	Single	Family
First year of enrollment	\$200	\$330
Second year of enrollment	\$230	\$380
Third year of enrollment	\$300	\$450
Fourth year of enrollment	% as per TCSEIC	\$500

Twelve month-full time employees shall be allowed to "opt-out" of Health Insurance benefits and receive twelve hundred (\$1200.00) per year.

The Board retains the right to send these coverage's out for bid in an attempt to reduce costs in accordance with an agreement between the Board and the Trumbull County Health Insurance Consortium. The Board may be the final selector of any new coverage, provided they meet the conditions set forth by the TCSEIC.

- C. Vision Insurance:
Vision insurance will be provided to those employees who receive health benefits at the same level of coverage (single or family).
- D. Term Life Insurance:
The Board shall provide for all eligible members Term Life Insurance with a face valuation of \$50,000 or \$25,00 when the employee becomes seventy (70) years old. The Board retains the right to send these coverage's out for bid in an attempt to reduce cost. The Board will be the final selector of any new coverage.
- E. Maintenance of Benefits:
All employees currently receiving Hospital, Surgical and Medical Insurance, Major Medical Insurance, Prescription Insurance and Term Life Insurance shall continue to receive these benefits for the term of this agreement, at level currently in effect.

- F. SERS Pickup Utilizing the Salary Reduction Method The Bloomfield-Mespo Local Board of Education agrees with the OAPSE # 739 to SERS "pickup" utilizing the salary reduction method contribution to the State Employee Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions-.
 - 1. The amount to be "picked-up" on behalf of each employee shall be the employee's assessed percentage established by SERS of the gross annual compensation. The employee's annual compensation shall be reduced at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal Tax only.
 - 2. The pick-up percentage shall apply uniformly to all members of bargaining unit,
 - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employee pickup.
- G. Free admission to home school activities: All Classified personnel shall receive free admission to all home school activities.

XXI: HEALTH & SAFETY

- A. The employer agrees to furnish such gear as may be necessary for the safe operation and performance of duties.
- B. The employer will furnish boxes of surgical gloves made available to all non-certified employees, and clean-up packets on all buses all year.
- C. Student supervision at all after school functions shall not be the responsibility of the custodian.

ARTICLE XXII - DRUG AND ALCOHOL-FREE WORKPLACE

- A. Drug and Alcohol-Free Workplace

It is the policy of Bloomfield-Mespo Board of Education to maintain a drug and alcohol-free workplace in full compliance with all federal, state and local laws.

- B. State and Federal Law

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace.

C. Drug and Alcohol Screens May Be Required

Each employee may be required, as a condition of continued employment, to undergo such drug and alcohol screens as the Board may require under the policy which may include obtaining body tissue or fluid samples and analysis of same, and to execute any and all releases or consents required by any entity or person performing such medical examination(s). All such screens shall be performed by a testing facility selected by the Board and shall be at the expense of the Board. In the event of a negative test result, the employee will return to work with nothing being placed in his/her personal file about the test. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol or both for the following reasons or circumstances:

1. Post-offer, pre-employment testing
2. Reasonable suspicion testing or for cause
3. Post-accident testing
4. Return to work assessment
5. Random Drug Testing

1. Post-offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug and/or alcohol test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

2. Reasonable Suspicion Testing or "For Cause"

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this section. "For Cause" shall be defined as those circumstances where the Board has information, based on facts or observed conduct, about the employee's appearance, behavior or conduct during work time that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to the use of alcohol, controlled substances or other illegal drugs. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, such observed conduct must be made by an administrator who will be trained to recognize drug and alcohol-related signs and symptoms.

3. Post-Accident Testing

Under this program, the Board may also require employees who are involved in any accident in the workplace to be tested. "Workplace" is defined as the site for the

performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.

4. Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in this section of the Agreement. A negative “return-to-duty” test is required before the employee will be allowed to return to work. If the employee fails this test or refuses testing, such an event will constitute the grounds for termination of employment.

5. Random Drug Testing

The Board has contracted with a collection contractor to perform the periodic selection of employees from the employment pool of the District to be tested. This testing entity will ensure that all employees have an equal statistical likelihood of being selected for random testing. In each year, 15 percent of the average annual total work force will receive random testing.

In order to implement mandatory random drug testing, the Board will provide employee identification to the testing entity for use in the random selection database. The entity will, in turn furnish the Board with a list of individuals to be tested for each selection period.

Any employee refusing to participate in random testing will be subject to termination.

D. “Positive Test” Result

An employee whose confirmation alcohol or drug test is a “positive test” will be considered in violation of the Board’s rules and regulations. When a positive reading on the initial test is recorded, the confirmation test will be rerun.

A “positive test” for alcohol or an illegal drug means to have the presence of alcohol, an illegal drug and/or a drug metabolite in the employee’s system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified in current Ohio Revised Code and/or United States Department of Transportation Regulations for bus drivers.

“Illegal drug (or drug)” means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

E. Employee Options After a “Positive Test”

Employees who “test positive” shall be subject to the following:

1. First Positive Test

- i. The employee may ask to have a second test using hair or urine within twenty-four (24) hours of the positive test result; or
- ii. Voluntarily resign his/her employment with the Board; or
- iii. Be placed on sick leave, if available, or a voluntary leave of absence, without pay, during which the employee must immediately enter a Board-approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as a fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the Board.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting; or

- iv. In the event the employee refuses to exercise one of the options specified above in (i), (ii), or (iii), the employee shall be subject to immediate discharge.

2. Second Positive Test

If, within twenty-four (24) months of the First Positive Test, an employee “tests positive” for either alcohol or drugs, the employee shall immediately be placed on a ten (10) work day disciplinary suspension, without pay, during which a conference will be held with the employee and he/she shall be given the option at the end of such disciplinary suspension to either immediately:

- i. Voluntarily resign his/her employment with the Board; or
- ii. Be placed on sick leave, if available, or a voluntary medical leave of absence, without pay, during which the employee must immediately enter a Board approved alcohol or drug treatment program. An employee exercising this option shall remain on sick leave or unpaid medical leave of absence only while remaining an active cooperating patient in the program, as certified by the medical facility supervising the program, and may not return to active working status until he/she has been released to return to work by such medical facility and has been retested with a negative test result and certified by the medical facility as a fully capable of performing the duties of the employee in a safe manner.

Any employee who exercises this option who is either removed from the program by the medical facility supervising the program or who withdraws from the program before being released to return to work by such medical facility shall be deemed to have resigned his/her employment with the Board.

An employee who completes the program who is released to return to work, who tests negative before returning to work and who returns to active working status, shall be subject to retesting.

- iii. In the event the employee refuses to exercise either of the options specified above in (i) or (ii), the employee shall be subject to immediate discharge.

3. Third Positive Test

If, within twenty-four (24) months of the second positive test, an employee tests positive for either alcohol or drugs, the employee will be discharged.

F. Refusal of Employee to Take Required Test or Attempts to Alter Results

Any employee who refuses to take any test required under this Program, or who refuses to execute any required releases or consent forms, or who interferes with or attempts to interfere with the accuracy of the testing procedure; will be subject to immediate dismissal.

G. Criminal Conviction

As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation no later than one (1) day after such conviction. Employees convicted of criminal drug and/or alcohol charges will be terminated.

An employee who pleads guilty, or who is convicted in any court of law for an alcohol or drug abuse offense, which is a felony or a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement, and the Board shall take such personnel action as it deems necessary.

H. Conduct and Disciplinary Sanctions

Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate this section shall be subject to administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.

I. Educational Programs Provided

Employees will be provided an opportunity to be involved in a drug and alcohol-free awareness program to inform them of requirements, services and penalties.

J. Procedure for Alcohol or Drug Testing

1. Consent: No alcohol test will be administered, urine sample obtained or any drug test conducted on such sample without the written consent of the person being tested. (See Section F above). Employees have the right to a OAPSE representative present prior to testing if requested by the employee.
2. Pre-Collection Interviews: Prior to the administration of an alcohol test and/or the collection of a urine specimen for drug testing, the employee will be thoroughly interviewed by the facility administering the test to determine if there may be any medications (over-the-counter or prescription) or other substances

that may have been inhaled, ingested or injected in the past two weeks which could result in a positive test.

3. Alcohol Testing: The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions.
4. Chain of Custody: Collection and shipment of all urine samples will follow strict chain of custody procedures.
5. Drug Testing: the obtaining of a urine sample or other sample for drug testing and the testing of such sample shall be conducted in accordance with procedures established by the facility administering the test, which procedures should assure that any samples tested have been procured from the individual being tested.
6. Retention of Sample: All "positive test" samples will be frozen or preserved by the facility administering the test and retained for six (6) months.
7. Notification: All employees who test positive shall be so notified by the testing facility's Medical Review Officer ("MRO") and given an opportunity to provide the MRO any reasons he/she may have which explain the positive test result. If the employee provides an explanation acceptable to the Board that the positive test result is due to factors other than the presence of alcohol or illegal drugs in the test specimen, the positive test result will be disregarded and all records of the test result destroyed and the employee will be retested.
8. Confidentiality: The identities of employees who have tested positive shall be limited to those persons having need to know, including a OAPSE representative, if designated by the employee.
9. Work Schedule: Employees will not be tested outside of their work schedule.

K. Child Endangerment

This Article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

STATEMENT OF ABSENCE

Employee Name _____ Date _____

Please check and fill out the appropriate information where required and sign below the appropriate portion.

SICK LEAVE

DATE(S) OF LEAVE: _____

1) Personal Illness/Injury _____

2) Illness/Injury in immediate family _____

Name of family member _____

3) Death in immediate family _____

Name and relationship _____

4) Communicable Disease _____
(ORC 3313.711 Physician's statement of recovery)

5) Medical attention required _____
(ORC 3319.141)

Name and Address of Physician: _____

The undersigned says that in making application for the use of sick leave as provided in ORC 3319.141 that the use of such sick leave is justified for the above reason(s).

SIGNATURE OF EMPLOYEE

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT

PERSONAL LEAVE

DATE(S) OF LEAVE _____

All employees have four (4) personal leave days available for use each year. These days are unrestricted; however, employees using these days are obligated to use them only for emergency business or personal matters that cannot be taken care of during non-working hours. Personal leave cannot be taken in place of sick leave and is subject to any other restrictions contained in current agreement between your Association and the Board of Education.

SIGNATURE OF EMPLOYEE

BLOOMFIELD-MESPO LOCAL SCHOOL DISTRICT
PROFESSIONAL EXPENSES

School Year _____

Name _____ Date completed _____

Date(s) of Leave _____ Name of Sub Assigned _____

Maximum Allowed.....\$650.00

Substitute Costs: _____

	<u>Check No</u>	<u>Amount</u>
Registration Fees:	_____	_____
Meeting/Mileage:	_____	_____
Tuition:	_____	_____
Other Expenses: itemized receipt over (List) \$15.00 dollar amount	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

Total Expenses (\$)

Balance Available-----

BLOOMFIELD-MESPO LOCAL BOARD OF EDUCATION
ROB HOLLADA, TREASURER
2077 PARK ROAD WEST NORTH BLOOMFIELD, OH 44450

TO BE COMPLETED BY EMPLOYEE - SIGNED BY SUPERVISOR

The below mentioned employee worked overtime in the Bloomfield-Mespo Local Schools:

DATE	JOB (DESCRIPTION)	START TIME	FINISH TIME	SUPERVISOR SIGNATURE

EMPLOYEE : _____

TO BE COMPLETED BY THE TREASURER'S OFFICE:

TOTAL HOURS: _____ X _____ X _____ = _____

APPROPRIATION: _____