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AGREEMENT BETWEEN

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES,
CHAPTER 472, AFSCME, AFL-CIO**

AND

**BRYAN CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

STATE EMPLOYMENT
RELATIONS BOARD
2016 OCT 13 P 2:19

August 1, 2016 – July 31, 2017

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ARTICLE 1 – RECOGNITION

A. The Board of Education of the Bryan City Schools, hereinafter referred to as the "BOARD," recognizes the Ohio Association of Public School Employees and Chapter 472, hereinafter, referred to as the "ASSOCIATION" as the sole and exclusive bargaining representative for all bargaining unit members now employed or to be employed in the following unit.

1. The bargaining unit shall consist of all regular full-time and regular short-hour non-teaching bargaining unit members employed by the Board who are regularly assigned to work in the following job classifications:

Secretarial/Clerical	Food Service
Aides	Custodial
Transportation	Mechanical Maintenance

The following bargaining unit members will be excluded under the terms and conditions of this agreement: Confidential bargaining unit members, management-level bargaining unit members, supervisors, seasonal and casual, and professional bargaining unit members as defined by Chapter 4117 of the Ohio Revised Code.

Treasurer	Supervisors
Assistant Treasurer	Secretary to Superintendent
All Administrative Employees	Head of Mechanical Maintenance
Substitutes replacing regular employees.	Accounting Clerk

2. The recognition shall remain in effect for the term of the contract.

B. The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education of the Bryan City School District and as the employer of all personnel of the school, system under state law. The Association further recognizes that the Board has the responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Sections 3313.20, 3313.47 Chapter 124, and Chapter 4117 of the Ohio Revised Code except as modified by this Agreement.

ARTICLE 2 - DUES DEDUCTION

The Board agrees to deduct Association dues for every bargaining unit member who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the bargaining unit members and the amount deducted. Union dues will be deducted once a month for union members with the number of deductions equaling the number of months employed.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an bargaining unit member during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for a successive period of one year. Written notice of

revocation shall be served upon the Treasurer and State Association Treasurer by the bargaining unit member. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

ARTICLE 3 - NEGOTIATION PROCEDURES

A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President of the Association on or before 120 days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than one hundred and ten (110) days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

Meetings shall be scheduled so as not to interfere with normal work schedule of bargaining unit members. If meetings are requested by the Board of Education during normal work hours, the bargaining unit member will be paid his regular daily wages.

B. Submission of Issues

Unless otherwise agreed by both parties, all issues for negotiations by the Association and the Board shall be submitted in writing prior to the first meeting at a mutually agreed upon time and manner.

C. Negotiation Procedures

The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

D. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within to caucus in privacy. The caucus shall not exceed thirty (30) minutes unless mutually agreed.

E. Progress Reports

During negotiations, interim reports will be made to the Association by its representatives and the Board of Education by its representatives. Each party will be responsible for requesting that information from such reports be regarded as only proposals and shall be confidential information within the organization concerned, to the extent permitted by law.

F. News Releases

News releases to the public media, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreements as to when and content of the release.

G. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement

by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

H. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced in writing. Both parties shall review the agreement together to determine its accuracy. If the agreement is accurate, it shall then be submitted to the Association for approval. If approved by the Association, the Agreement shall be submitted to the Board of Education for approval. When ratified by both parties, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representative and by the representative of the Association. The Board will type the original copy of the Agreement and furnish the Association with a PDF copy of the Agreement. The Agreement shall be posted on the District's intranet site as well. Members of the Bargaining Unit requesting a copy of the Agreement shall contact the Association President.

ARTICLE 4 - IMPASSE

- A. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. Impasse may not be declared until at least forty-five (45) days after the first scheduled negotiation session.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- E. The mediator has no authority to recommend or to bind either party to any agreements.
- F. Mediation shall last for forty-five (45) days from the date of the first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist with the Association having the right to strike on those issues being bargained provided the contract has expired, the ten-day strike notice has been given, and the Board shall have the right to implement its last offer.
- G. The Board and Association agree that this impasse process shall supersede all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.
- H. Provisions Contrary to Law: If any provision of this Agreement shall be found contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the Agreement. The parties shall meet within thirty (30)

calendar days upon request of either party to negotiate any necessary change in the Agreement relative to the affected provision. Said negotiations shall be in accordance with the provisions outlined in Article 3. Should the parties fail to reach agreement during these negotiations; the dispute resolution procedure set forth in Article 4 shall apply.

Change in Law During Agreement: If, during the terms of this Agreement, there is a change in any state or federal law which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) calendar days upon request of either party. Said negotiations shall be in accordance with the provisions outlined in Article 3. Should the parties fail to reach agreement during these negotiations; the dispute resolution procedure set forth in Article 4 shall apply.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If such grievances arise, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
2. A grievant shall mean the Association, a person or group alleging that some violation, misinterpretation or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

B. Grievance Procedure

Step One

Within ten (10) calendar days of the occurrence of the grievance, the bargaining unit member or local Association officials will present the grievance in writing to the supervisor or the appropriate designated person. Within ten (10) calendar days after presentation of the grievance, the supervisor or designee shall give an answer in writing to the bargaining unit member.

Step Two

If the grievance is not resolved in Step One, the bargaining unit member or the local association representative may, within ten (10) calendar days of receipt of the supervisor's answer, the grievant may appeal the grievance to the Superintendent, or his/her designated representative. The Superintendent, or his/her designated representative, shall give the bargaining unit member or the local Association representative an answer in writing no later than ten (10) calendar days after receipt of the written grievance.

Step Three

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the Association shall have the right to appeal the dispute to an impartial arbitrator. Such appeal must be taken within ten (10) calendar days from the date of the receipt of the Superintendent's Step Two by filing a notice with the "Statement

of Grievance" attached thereto with the Federal Mediation and Conciliation Service and a copy of the notice served on the Administration's representative.

C. Grievance Forms

1. Any grievance may be filed on the authorized grievance form agreed to between the parties to this Agreement.
2. Such forms must provide for naming of the specific article of the Agreement referred to the alleged violation and shall state the contention of the bargaining unit member or the Association, and shall indicate the relief requested.
3. The grievance form shall be made available to any bargaining unit member requesting such either through his/her supervisor or the local Association representative.

D. Time Limits

1. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Association representative shall be deemed resolved by the Administration's last answer.
2. Any grievance not answered by the Administration within the time limit in that step may proceed to the next step of the Grievance Procedure.
3. Time limits may be extended by the mutual agreement of the parties in writing.

E. Power of the Arbitrator

1. It shall be the function of the arbitrator and he/she shall be empowered except as the powers are limited below, after due investigation to make a binding decision.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.
4. It shall be the function of the arbitrator and he/she shall be empowered except as the powers are limited below, after due investigation to make a binding decision.
5. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
6. The arbitrator shall have no power to establish salary schedules or change salary schedules.
7. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.
8. In the event that a case is appealed to an arbitrator on which he/she determines he/she

has no power to rule, it shall be referred back to the Association, with a notification to the Administration, without decision, or recommendation on its merits.

9. There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the bargaining unit member or bargaining unit members involved in the grievance and the Administration and the board.
10. The fees and expenses of the arbitrator shall be paid by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.
11. If the arbitration or the arbitration hearing is cancelled, the party requesting the cancellation shall be responsible for all costs.

F. No Reprisal

No reprisal shall be taken by or against any participant involved in the processing of a grievance.

G. General

Whichever bears the burden of proof at arbitration shall be responsible for providing the other party at least fourteen (14) calendar days prior to the arbitration the following:

1. Complete witness list, excluding rebuttal witnesses
2. Copies of all documents that will be used at arbitration as exhibits in support of the grievance.

The party which does not bear the burden of proof at arbitration shall be required to provide the same items as listed above, within seven calendar days of the date of the arbitration hearing. Failure to disclose the witnesses and/or exhibits required under this section shall preclude their use during the arbitration.

ARTICLE 6 - PROBATIONARY PERIOD

The probationary period for all new bargaining unit members to the School District shall be ten (10) working days for each month employed during a year, i.e. ninety (90) working days for nine (9) month bargaining unit members. Prior to the completion of the probationary period, an bargaining unit member may be removed by the Superintendent for any reason. This removal is not subject to the grievance procedure. The removed bargaining unit member may request a meeting with the Superintendent at which the reasons for the removal will be discussed. After completion of said probationary period, bargaining unit members may be removed only in accordance with the provision of Article 7.

Current bargaining unit members transferring between classifications shall serve a probationary period of forty-five (45) working days. During the first thirty (30) working days of the probationary period the bargaining unit member or Superintendent may choose to return the bargaining unit member to the previous position without any reprisal. During the last fifteen (15) working days of the probationary period, the bargaining unit member may be removed from the

position by the Superintendent for just cause. The removed bargaining unit member may request a meeting with the Superintendent at which time the reasons for the removal will be discussed.

The provisions of this Article supersede any conflicting provision of Ohio Revised Code section 124.27 and Ohio Revised Code section 3319.081.

ARTICLE 7 — EMPLOYEE DISCIPLINARY CODE

In a meeting between an bargaining unit member and an administrator in which the bargaining unit member may receive discipline that will be placed in the bargaining unit member's personnel file, the bargaining unit member and the administrator shall have the right to have a representative of their choosing present.

The Superintendent may reprimand, suspend or terminate an bargaining unit member for inefficiency, immorality, for willful and persistent violations of reasonable regulations of the Board of Education, for other good and just cause, and for incompetency, dishonesty, drunkenness, insubordination and for neglect of duty. Said suspension or termination shall occur only after the bargaining unit member has been verbally warned on the first occurrence, warned in writing on the second such occurrence, unless the act is deemed by the Superintendent to be severe enough to warrant immediate suspension or termination. Prior to suspension or termination, the Superintendent will give the reasons for suspension or termination to the unit member in writing and will afford them an opportunity to reply. All discipline is subject to the grievance procedure.

Upon request, disciplinary material older than 24 months will hold no weight on new discipline for a bargaining unit member. Material on a felony conviction will remain in the file. A bargaining unit member may attach comments to any disciplinary item in his/her file.

The provisions of this Article supersede any conflicting provision of Ohio Revised Code section 124.34 and 3319.081.

ARTICLE 8 - HOURS AND OVERTIME

- A. The standard work week for bargaining unit members in the custodial classification shall be Monday through Friday, forty (40) hours per week, except when unusual conditions or governmental regulations require coverage of jobs on weekends at which time the Superintendent may adjust work schedules to cover job requirements. Superintendent may schedule split shifts for newly created position(s) which become vacant after August 1, 2002.

For purposes of this section, overtime shall be offered to regular bargaining unit members by buildings and divided equally. At the beginning of each school year, all cafeteria bargaining unit members interested in extra cafeteria work shall indicate their interest to the food service supervisor who shall place those bargaining unit members on a list. The work shall be equitably assigned amongst all interested bargaining unit members. Extra cafeteria work that occurs after the initial meeting shall be emailed to the bargaining unit members on the extra work list, with a deadline for the bargaining unit members to indicate their interest. The work shall be equitably assigned amongst all interested bargaining unit members.

- B. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay.
- C. All hours worked on Sunday and on holidays shall be paid at the rate of one and one half (1 1/2) time the regular rate of pay. Pay for working the holiday shall be in addition to holiday pay.
- D. A holiday which falls within the normal work week will be considered as hours worked for the purpose of computing overtime for the week as long as the holiday is a legal holiday recognized on the work calendar by classification. Vacation, calamity days, delay hours, and/or hours taken as sick leave and personal leave shall not be counted as hours worked, for purposes of calculating overtime.
- E. Payment of overtime shall be made on the payroll following the pay period in which the overtime was accrued.
- F. Any current Bryan City School bargaining unit member working as a substitute for any other bargaining unit member over and above their regular contracted hours, shall be paid at 0 experience rate of pay according to the applicable salary schedule. This does not include any hours that may exceed forty (40) hours a week, which would be subject to overtime pay. When a bargaining unit member is required to substitute during their regular work hours, they will not be reduced in pay. That bargaining unit member will receive their normal regular hourly wages. If a bargaining unit member is asked to come in early or remain late, the bargaining unit member shall be paid his/her regular hourly rate.
- G. Any substitute working in the same classification, regardless of building, in excess of forty-five (45) consecutive work days will receive the appropriate amount on the contracted salary schedule and not sub pay after the forty-fifth work day.
- H. Any classification that is not required to report on a delay day may choose one of the following options:
 1. With the supervisor's approval, the bargaining unit member may report to work with pay.
 2. The bargaining unit member may take personal time for the delay time.
 3. The bargaining unit member may take the delay time off without pay.
 4. Part time A.M. aides may add this time to the end of his/her day as long as the school day is still in session.
- I. One on one aides who report to work and are then informed his/her student is absent shall be guaranteed two (2) hours of work.

ARTICLE 9 – PUBLIC CALAMITY/EPIDEMIC DAYS

- A. Bargaining unit members, with the exception of two hundred sixty (260) day bargaining unit members, will not be required to make up the first five days the school district buildings are closed for public calamity/epidemic. However, if the number of days to be made up exceeds the number of contingency days remaining in the calendar at the time of the closure, then all bargaining unit members will be required to report to work no later

than 10:00 a.m.. On those days they will be paid only for time worked. The bargaining unit member may elect to use leave in lieu of reporting to work.

- B. A bargaining unit member may be required to report for work on a day when the school buildings are closed if requested to do so by the Superintendent or designee.
- C. Bargaining unit members who are paid for a public calamity/epidemic day, but do not work the public calamity/epidemic day, shall be required to work any student make-up day scheduled by the Board without additional compensation.
- D. If a request is made and approved for Personal Leave, Sick Leave, or a Deduct Day, and school is canceled, the day requested will not be charged to the bargaining unit member.
- E. It is understood and agreed that the school day may be extended due to public calamity/epidemic days.
- F. This Article does not apply when the start of the school day is delayed or school is released early.

ARTICLE 10 - PERSONAL LEAVE/DEDUCT DAYS

- A. Except as otherwise provided herein, a regular bargaining unit member shall be granted three (3) days of personal leave per school year. These days are unrestricted except as noted below.
- B. Any unused personal days will be paid to bargaining unit members at the end of the school year at Forty-Two Dollars (\$42.00) per day.
- C. Personal days may not be taken on the day immediately preceding or following a vacation or holiday period. Personal Leave will be granted based upon availability of substitutes.
- D. Personal days shall be requested at least five (5) days before use.
- E. In the case of an emergency, the Superintendent, in his/her sole discretion, may waive the five (5) day notice requirement.
- F. In addition, the Superintendent shall have the discretion to grant up to three (3) deduct days per school year. These days will be subject to the availability of substitutes. The pay that is foregone for the deduct day shall be deducted during the pay period in which it occurs.

ARTICLE 11 -JURY DUTY

A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The Board shall pay the bargaining unit member their regular rate of pay. The bargaining unit member shall deliver over to the Treasurer and endorse his/her jury duty check from the clerk. Any meal, mileage, and/or parking allowance provided the bargaining unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any bargaining unit member in the bargaining unit whose

regular assigned shift commences at 4:00 PM or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

ARTICLE 12 - SICK LEAVE

- A. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year, which shall be credited at the rate of one and one-fourth (1 1/4) days per month to a maximum of two hundred forty-five (245) days.
- B. Sick leave may be used for absence due to personal illness, illness or incapacity due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the bargaining unit member's immediate family. In the instance that the individual is not a member of the immediate family, the bargaining unit member shall be required to complete the Affidavit of Domestic Partnership in order to use sick leave. A copy of the Affidavit is attached. Sick leave due to pregnancy and delivery will include up to six (6) weeks after delivery and eight (8) weeks for a c-section, unless additional days are required due to medical necessity. Any additional time off will require a doctor's statement that the bargaining unit member is still incapacitated and is not able to work. Absence due to illness, injury or death in the bargaining unit member's immediate family (3319.141) shall be defined as follows:
1. In case of illness or injury, immediate family is defined as any relative living in the bargaining unit member's immediate household and children eighteen or under.
 2. In case of illness or injury to the following persons living outside the household: husband, wife, son, daughter, mother, father, sister, brother, aunt, uncle, step sibling, step parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchildren; the bargaining unit member is limited to three (3) days per illness or injury, except that the Superintendent may grant additional days in extenuating circumstances.
 3. In the case of death of a spouse, child, or anyone residing in the same household the bargaining unit member is entitled to ten (10) days per occurrence.
 4. Except as otherwise provided in this paragraph, in the case of death of any of those listed in B (2) above, the unit member is entitled to three (3) days per occurrence. In the case of death, an bargaining unit member may take one (1) day of sick leave for the death of an aunt or uncle. In the event of the death of a unit member's parent, that unit member will be allowed to take additional time if that member is an only child or if that member is the sibling responsible for closing the affairs of the estate of the deceased parent. This additional time would be a maximum of ten (10) days leave. The Administration would be free to offer additional deduct time if that was needed, for example, in the event the death occurred out of state or out of the immediate area.
- C. Any accumulated sick leave of a person separated from any other public service in Ohio shall be transferable if the bargaining unit member returns to employment within one (1) year of separation, up to the maximum set forth in this section.

- D. Regular short-hour non-teaching bargaining unit members who render part-time/hourly service shall be entitled to sick leave -for the time actually worked at the rate of the full time bargaining unit member.
- E. The Board may require any bargaining unit member to furnish documentation from a medical provider if more than three (3) consecutive days are utilized or if a pattern of abuse is suspected.
- F. Falsification of sick leave statements shall be grounds for immediate termination.
- G. The provisions of this Article supersede Ohio Revised Code section 124.38 and 3319.141.

ARTICLE 13 - LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of bargaining unit members in a job classification for any reason, the following procedure shall govern such layoff.
- B. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical for bargaining unit members who resign, retire or otherwise vacate a position.
- C. Whenever it becomes necessary to lay off bargaining unit members, affected bargaining unit members shall be laid off according to classification seniority. Authorized leaves of absence do not constitute an interruption in continuous service, but time on leaves of absence of one-half work year or more shall not count toward years of experience.
- D. The following classifications shall be used for the purpose of defining classification seniority in the event of lay off:

Secretarial/Clerical	Food Service
Aides	Custodial
Transportation	Mechanical Maintenance

- E. The Board of Education shall determine in which classifications the lay off should occur and the number of bargaining unit members to be laid off. In the classifications of lay off, bargaining unit members on probation shall be laid off first.
- F. Twenty (20) calendar days prior to the effective date of lay offs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classification and indicate which bargaining unit members are to be laid off.
- G. For the classifications in which the lay off occurs, the Board shall prepare a reinstatement list. Bargaining unit members shall be placed on the reinstatement list in reverse order of lay off. Reinstatement shall be made from this list by the bargaining unit members standing highest on the lay off list, before any new bargaining unit members are hired in that classification or any bargaining unit member is reinstated from the probationary list.
- H. Any bargaining unit member(s) who declines reinstatement or fails to reply to the Board

of Education within a seven (7) day period of any offer of work equal to or greater than the hours of their former position will be removed from the reinstatement list. Regular U.S. mail will be used to contact said bargaining unit member(s) to the bargaining unit member's last known address.

- I. The bargaining unit member's name shall remain on the appropriate list for a period of three (3) years from the effective date of lay off. If reinstated from lay off during this period, such bargaining unit member shall retain all previous accumulated seniority. Reductions or lay offs shall be on the basis of job classification seniority within the bargaining unit.
- J. In the event of a reduction or layoff, a bargaining unit member shall be permitted to bid for any vacancies in his/her classification and shall be given primary considerations for the vacancies for which the bargaining unit member has experience. If there are no vacancies, the bargaining unit member shall have the option to displace the bargaining unit member with the same employment status (full time versus part time) and least classification seniority, as defined by Article 14(C), in the bargaining unit member's current classification, or in another classification in which the affected bargaining unit member possesses classification seniority. The right to displace is conditioned upon the affected bargaining unit member having performed duties within the classification they are seeking to displace into within five (5) years of the date of the reduction in force or layoff.
- K. It is the parties' intent that this Article supersedes all relevant and conflicting portions of Ohio Revised Code section 124.34 and 3319.081.

ARTICLE 14 — VACANCIES

- A. The superintendent or his designee shall have the authority to assign or transfer any bargaining unit member in accordance with the needs of the school system. This procedure will not be used to circumvent the job vacancy provisions in the contract and individuals transferred will not be reduced in pay. Any person who is transferred from one building to another will be granted the courtesy of a conference before the transfer is made unless an emergency demands immediate transfer. The superintendent or designee will discuss the reasons with the bargaining unit member for the transfer.
- B. When a vacancy occurs within a classification or assignment it shall be emailed to each bargaining unit member at his/her district email address. The position will not be filled for a period of five (5) working days. A copy of said posting, with a brief description, will be emailed to the Association President at his/her district email as well, and posted on the District web site. If administration makes any changes to hours or description of job posting prior to hiring, a new posting must be posted by means previously listed.

By November 15th of each year, the employer shall provide a current seniority list including all classifications to the OAPSE President. The list shall be provided in PDF format at and the President may forward that list to all bargaining unit members.

- C. Any bargaining unit member, if qualified, may request the vacant position by indicating such request in writing to the Superintendent within the five (5) days of posting. In selecting an bargaining unit member for the vacant position, the Superintendent or his

designee shall use the following guidelines:

1. The vacant position shall be offered first to the best qualified bargaining unit member within the present department or classification whom applies for the position.
2. If more than one bargaining unit member within the same classification or department requests the vacancy in writing; and the bargaining unit members are equally qualified, the bargaining unit member with the highest classification seniority shall be awarded the position.
3. If the vacant position is not filled by the bargaining unit member within the classification or department, the position shall be offered to the best qualified person currently employed by the Board of Education in any position or to a newly hired person.

If two or more applicants are "best qualified," the position shall be awarded to the most senior bargaining unit member. "Best qualified" shall mean the person with the qualifications needed for the specific vacancy.

If a newly hired person is awarded the position instead of a bargaining unit member, the Superintendent shall notify all unsuccessful candidates in writing as to reason not chosen. The superintendent or applicable administrator will give further explanation to any unsuccessful applicant upon request.

4. In the case of the cafeteria manager and head custodian, the best qualified applicant shall be awarded the position on a probationary basis. If two persons are equally qualified, the person with the most seniority in the department or classification shall be awarded the position. The probationary period shall consist of one hundred twenty (120) work days. After the completion of twenty (20) or more work days, the Superintendent, may transfer said bargaining unit member to his/her former position, if the Superintendent can clearly demonstrate said bargaining unit member is not performing satisfactorily on said job. At that point the Superintendent may fill said position with a person of his own choosing. The Superintendent or his/her designee shall meet with the bargaining unit member after the twentieth (20th) day to discuss the bargaining unit member's performance.

D. Seniority Defined

Bargaining Unit Seniority:

The total length of service with the Board computed from the bargaining unit member's most recent date of hire into a bargaining unit position.

Classification Seniority:

The total length of service in a job classification without a break in service with the Board. (Note: classification seniority shall be used in determining the position of the salary schedule.)

When two (2) or more bargaining unit members are hired on the same date by the Board, numbers will be drawn to determine the most senior bargaining unit member if neither has any previous work experience with Bryan City Schools. Previous work experience by bargaining unit member in any classification will be taken into account when deciding

seniority. All involved bargaining unit members shall be present during the number draw process. Bargaining unit members shall draw numbers in alphabetical order according to their first names.

ARTICLE 15 OAPSE BUSINESS LEAVE

The Board agrees to permit up to two (2) voting delegates of OAPSE Chapter 472 leave of up to three (3) unpaid, personal, or combination of unpaid and personal days each to attend the OAPSE Conference.

ARTICLE 16 - SEVERANCE PAY

Severance pay shall be granted to classified personnel upon retirement. The amount of payment is to be determined as follows:

1. For those classified bargaining unit members having ten (10) years of service to the Bryan City Schools and retiring, he/she shall receive severance in an amount equal to thirty percent (30%) of his/her accumulated but unused sick days multiplied by the individual's daily rate of regular pay at the time of retirement, up to a maximum of fifty (50) days.

Severance payment shall be made only after the retiree has presented a copy of the first retirement check to the school district Treasurer.

ARTICLE 17 - SERS PICK-UP (TAX SHELTER)

The Board agrees to pick-up (assume and pay) contributions to the School Bargaining unit members' Retirement System upon behalf of the bargaining unit members in the bargaining unit on the following terms and conditions:

- A. The amount to be picked-up and paid on behalf of each bargaining unit member shall be each member's mandatory contribution on his/her compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings.
- E. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the bargaining unit member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the bargaining unit member's restated salary.
- F. The Board and Association shall not be liable for any adverse ruling on such SERS contribution by any state or federal court or agency.

ARTICLE 18 - PAYROLL DEDUCTION

PAC (People) Contributions PAC contributions under payroll deduction shall not be less than two dollars (\$2.00) per month. The Treasurer, near the distribution date of the second payroll check each month, will have ready for OAPSE a single check for the deduction. The check will be sent to the OAPSE State Treasurer.

ARTICLE 19 - CALL-IN PAY

Those custodians called in to work by an administrator or supervisor after having left work or on a scheduled day off shall be paid for a minimum of one (1) hour at the appropriate rate of pay for any time between the hours of 6:00 AM to 11:00 PM Monday through Friday. All other times including weekends, the custodian will be paid for a minimum of two (2) hours when called in to work.

ARTICLE 20 - WORKER'S COMPENSATION

Any member of the bargaining unit having applied for and been accepted for worker's compensation benefits as the result of an accident or injury sustained while employed by Bryan City Schools shall be maintained on hospitalization/surgical/major medical/life insurance fringe benefits at Board expense for a three (3) month period beginning with the first day of the month following the date of the injury or accident.

ARTICLE 21 — MILEAGE

Any unit member using his/her private vehicle for Board business at the request of the responsible supervisor shall receive the mileage rate currently in effect by the I.R.S. for the use of said vehicle with a minimum payment of one dollar (\$1.00) per trip. Mileage shall be paid monthly upon submission of proper evidence of mileage on a statement signed by the responsible supervisor.

ARTICLE 22 — VACATION

All eleven (11) and twelve (12) month bargaining unit members shall be entitled to the following vacation with pay: (Note: an eleven (11) month bargaining unit member is one who actually works two hundred twenty (220) days or more. Paid holidays are not considered days worked as part of the two hundred twenty (220) days.)

1. After completion of one (1) year of service with the Board - two (2) weeks;
2. After completion of eight (8) years of service with the Board - three (3) weeks;
3. After completion of twelve (12) years of service with the Board - three (3) weeks and one (1) day;
4. After completion of thirteen (13) years of service with the Board - three (3) weeks and two(2) days;
5. After completion of fourteen (14) years of service with the Board - three (3) weeks and three (3) days;

6. After completion of fifteen (15) years of service with the Board - three (3) weeks and four (4) days;
7. After completion of sixteen (16) years of service with the Board - four (4) weeks.

Bargaining unit members will be permitted to carry over a maximum of one year's vacation leave from one year to the next. The year shall be defined as August 1 through July 31. Any accrued but unused vacation days above this amount on July 31 of each year shall be paid out to the bargaining unit member in the first pay of August at the bargaining unit member's then per diem rate.

Effective July 1, 2013, all bargaining unit members whose vacation leave is in excess of the above accrual limitation shall have until July 31, 2015 to use any days in excess of these limits. Any vacation accrual in excess of the above limitation existing as of that date shall be paid out to the bargaining unit member in the first pay of August 2015 at the bargaining unit member's then per diem rate.

All bargaining unit members whose current vacation leave is not based on the above referenced definition of year, shall be awarded the vacation leave they would be entitled to from the date of ratification, through the immediately succeeding July 31st. On August 1 immediately following that date, all bargaining unit members shall be provided vacation leave as provided herein.

ARTICLE 23 - BUS ROUTE BIDDING

- A. Drivers shall retain previous year's routes unless there is a major change in the routing at which time all routes will be re-bid (excluding St. Patrick's and established noon routes).
- B. If a re-bid is to occur, bus routes will be posted in a conspicuous place by August 5th with the number of the bus, number of students, approximate time, and miles.
- C. In the event bus routes are rebid, a bid meeting will take place within ten (10) working days of posting. Current drivers will bid according to highest seniority down. In the event a current driver is unable to attend the bid meeting, he/she shall submit their bid preferences in writing, upon prior approval from the supervisor. If a driver arrives after the start of the bid process, and it resulted in their name being skipped, he/she shall be the next to bid on any of the remaining open routes. In the event a current driver does not show up for the bid meeting, without prior approval, only routes that are unfilled shall be available to them.
- D. In the event an a.m. or p.m. route becomes available after school starts, a bid meeting will be held within five (5) working days of the occurrence of the vacancy. Current drivers will bid according to highest seniority on the open route. This process will be repeated until only one route is left open. The open route will be documented and turned into the Superintendent for bid outside the classification.
- E. All regular route drivers who are assigned to morning and evening routes will be paid for three and one half (3 ½) hours a day. This includes cleaning, fueling, washing the bus, transporting it to and from the garage for repairs, attending to emergencies, and attending

all meetings (not to exceed five (5) hours per year) called by the supervisor or administrator.

However, if a driver does not actually drive the total amount of time they are being paid for, then the driver may be assigned additional transportation duties, including but not limited to, washing of additional buses, fueling of other buses, attending to emergencies, attending meetings, at the discretion and direction of the Supervisor.

- F. Part time drivers shall have their route time established by the Superintendent or his/her designee, but this shall not be less than one and one quarter (1¼) hours for any assignment.
- G. When bus transportation is needed for the summer school programs offered at Four County schools, the regular Four County driver will be given the first opportunity for that job. If the current Four County driver wishes not to drive for summer school, the job will then be put on the rotation board for bid by the other drivers at extra trip pay.
- H. All summer bus trips will be posted prior to the last day of school. Drivers will be notified at his/her district email address for any trips occurring after the last day of school.

NOTE: Should the double routes not be eliminated, the District and Local 472 will use the language regarding double routes from the contract expiring July 31, 2010.

ARTICLE 24 - EXTRA BUS TRIPS

- A. Extracurricular and athletic bus trips, (extra trips), shall be assigned on a rotating seniority basis, as follows:
 - 1. All extra trips for the week shall be posted.
 - 2. All drivers shall indicate their interest on the posting sheet for each trip to which they wish to be assigned.
 - 3. Beginning with the first trip of the week, the most senior driver posting for that trip shall be awarded the trip.
 - 4. For each subsequent trip, the most senior driver posting for the trip who has not been awarded a previous trip shall be awarded the trip.
 - 5. In the event that the trip is not taken in accordance 3 and 4, the trip shall be awarded to the most senior driver who has previously been awarded a trip who has indicated interest in the trip.
 - 6. In the event that no driver posts for the extra trip, the trips shall be offered to the substitute drivers. If no substitute driver takes the extra trip, the least senior driver whose route does not conflict with the extra trip shall be assigned the extra trip.
 - 7. A driver may not take an extra trip that conflicts with their regular route or regular duty assignment.
- B. If a trip is canceled within one hour of the scheduled departure time, the driver shall be paid show up time of two (2) hours.
- C. A minimum of two (2) hours shall be paid for each extra trip. The rate for extra trips shall be \$12.50 per hour for the duration of this Agreement for all time spent driving and for

all time that the driver is expected to be on duty. Time that the driver is not expected to drive or be on duty shall not be compensated. On duty time is defined as time the bus driver is actually driving the bus and time waiting for students participating in an athletic contest or other activity. In the event the extra trip requires the bus driver to incur any expense including, but not limited to, toll road fees, fuel expenses, admission fee to the activity the driver is taking the trip to, hotel room charges in the event of an overnight trip, and other such expenses incurred by the driver, the school shall be responsible to reimburse, per board policy the driver for these expenses. The reimbursement shall be provided in a reasonable time upon submission of receipts by the driver.

- D. All extra bus trips will be paid on regular payrolls as the trip slips are submitted.
- E. All split trips shall be paid at a minimum of two (2) hours for the drop trip and a minimum of two (2) hours for the return trip.
- F. In the event a driver is not awarded an extra trip that they would have been entitled to pursuant to this section, the driver shall be placed at the top of the list for the next available trip. The driver shall not be entitled to compensation for the time of the missed trip.

ARTICLE 25 — INSURANCES

- A. The Board shall purchase health/dental/vision insurance coverage for each eligible member of the bargaining unit and his/her family actually working six (6) hours or more per day. Any employee who is covered by the insurance as of August 1, 2016, and who is working more than five (5) but less than six (6) hours will be permitted to maintain eligibility for the insurance so long as the employee's hours are not reduced below five (5) through no fault of the employee, e.g., involuntary transfer or reduction in force. In addition, if a current employee who is assigned to work more than six (6) hours and who is covered by the insurance plan has his/her hours reduced below six (6) but above five (5) through no fault of the employee, e.g., involuntary transfer or reduction in force, he/she shall maintain eligibility for benefits. The Board will maintain the current health insurance plan or a substantially similar plan. The Board shall also offer the High Deductible Health Plan offered by NBHP. If the Board determines that a plan change is necessary due to an extraordinary increase in cost or circumstances beyond the Board's control, the Board will negotiate with the association prior to the implementation of any change.

The Board will pay up to \$1320 per month for a family plan and up to \$558 per month for a single plan for each eligible bargaining unit member. These funds may be used by the bargaining unit member to purchase any combination of health, dental, supplemental insurance programs and vision insurance for the bargaining unit member, and his/her dependents where applicable. These payments are only for insurances offered by NBHP. Bargaining unit members are not entitled to receive any remaining funds if the costs of the insurance chosen by the bargaining unit member are less than the insurance premium limit set forth above.

For the January 1, 2017 calendar year, the insurance premium limits shall increase one percent (1%).

For bargaining unit members opting for coverage under the NBHP HDHP, the Board of Education will match each dollar deposited by the bargaining unit member into the HSA up to \$1000 for family and \$500 for single. Payments will be made in twenty-four (24) equal installments.

The Board will make insurance benefits available to all Bryan City School bargaining unit members. Those bargaining unit members not working full time hours, according to the contract, will pay 100% of the costs. The parties agree that any insurance plan offered in accordance with this section shall conform to the School Bargaining unit member Health Care Board's Best Practice of Standards for public school districts health plans, as more fully set forth in Ohio Administrative Code Chapter 3306.-02.

B. Life Insurance

The Board shall purchase group term life insurance for each member of the bargaining unit in the amount of twenty five thousand dollars (\$25,000). The Board shall pay the full cost of this insurance.

C. Section 125 Cafeteria Plan

Effective with the first pay date in September of 1995, the Board shall sponsor and administer a Cafeteria Premium Payment Plan established in accordance with Internal Revenue Code Section 125 for eligible members of the bargaining unit. Under this Plan, all bargaining unit member payroll deductions towards the premium(s) for health, vision and dental insurances will be paid into the Cafeteria Premium Payment Plan. It is the intention that such bargaining unit member payroll deductions will be excluded from an bargaining unit member's gross income under Section 125 of the Internal Revenue Code. This Cafeteria Premium Payment Plan is provided solely for the purpose of reducing current income tax for members of the bargaining unit who contribute bargaining unit member payroll deductions for insurance premiums. The Board will have no liability to the members of the bargaining unit for the tax treatment of such bargaining unit member payroll deductions, and is assuming no additional portion of the cost of such benefits.

This Cafeteria Premium Payment Plan will continue to be sponsored by the Board only to the extent the Section 125 of the Internal Revenue Code or the regulations promulgated there under remain substantially unchanged.

The Board shall explore the expansion of the Cafeteria Premium Payment Plan to other areas permissible under Internal Revenue Code 3 Section 125 and may make such expansions available to bargaining unit members.

ARTICLE 26 — EVALUATIONS

Written evaluations shall not be completed by bargaining unit members.

ARTICLE 27 - UNION RIGHTS

A. Released Time

If a bargaining unit member believes a violation of the agreement has occurred and he/she has discussed this matter with his/her supervisor without resolving the matter, he/she may contact the union president at his worksite. The president shall be permitted to conduct this type of union business providing it does not interrupt the work of either the bargaining unit member or the union president.

B. Use of Buildings, Facilities, Equipment, and Service

1. The Union and its Representatives shall have their right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.
2. The Union shall have the right to use school facilities and equipment, including types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Union, then the Union will pay for any necessary repairs.

ARTICLE 28 — MISCELLANEOUS

The employer agrees to pay the total cost relating to obtaining a bus driver license, fees for testing and the costs of obtaining abstracts. (Note: the cost of taking the driver's tests will be paid only once. If the driver fails the test, it will be his/her responsibility for paying for any additional tests required to obtain a license.)

The Board will pay the costs for the bus driver physical if the bargaining unit member utilizes the Board approved medical professional. This section is not applicable to newly employed bus drivers. If the bargaining unit member chooses to use their own physician, the Board will only reimburse the bargaining unit member in an amount up to the amount that would be charged by the Board physician, if any. The bargaining unit member shall turn in the bill for the physical in order to be reimbursed no later than August 1st.

The employer agrees to pay the total cost relating to obtaining any required training for the custodial/maintenance classifications occurring outside of the bargaining unit member's regular work day. The employer agrees to reimburse aides for the cost of the application fees. The employer agrees to reimburse all Bargaining unit members the full price for the BCI/FBI/Fingerprinting.

ARTICLE 29 - HOLIDAYS
HOLIDAY SCHEDULE

Full Time 12 Month Employees

Custodians/Mechanical, Maintenance

10 paid holidays -	New Years	1 ½ days
	President's Day	1 day
	Good Friday	1 day
	Memorial Day	1 day
	July 4th	1 day
	Labor Day	1 day
	Thanksgiving	1 ½ days
	Christmas	2 days

Secretaries - 12 month

7 paid holidays -	New Years	1 day
	President's Day	1 day
	Memorial Day	1 day
	July 4th	1 day
	Labor Day	1 day
	Thanksgiving	1 day
	Christmas	1 day

Secretaries - 10 1/2 month

Secretaries, Food Service, Aides, Transportation

6 paid holidays -	New Years	1 day
	President's Day	1 day
	Memorial Day	1 day
	Labor Day	1 day
	Thanksgiving	1 day
	Christmas	1 day

Work schedules for full time 12 month bargaining unit members will be adjusted to provide an additional half day off at NEW YEARS and THANKSGIVING with the equivalent amount of hours to be worked within a week prior to the holiday. (Example - four (4) hours will need to be worked extra at straight time within a week before the holiday). Part time bargaining unit members will only be compensated for holidays which fall within the 180 day calendar.

ARTICLE 30 – SALARY SCHEDULES

Wage Increase: 2% for the 2016-2017 school year. The salary schedules evidencing this increase will be shown as follows hereafter.

All bargaining unit members will be paid on a twenty-six (26) week pay schedule. One-on-one aides are excluded from this provision of the contract. All salary schedules are hourly wage rates.

Food Service and Aides Salary Schedule

Experience	August 1, 2016
0	\$12.78
1	\$12.92
2	\$13.06
3	\$13.22
4	\$13.34
5	\$13.48
6	\$13.64
7	\$13.76
8	\$13.91
9	\$14.06

Building Cafeteria Managers: add \$1.00 per hour
Head Cook: add \$.25 per hour

Secretary Salary Schedule

Experience	August 1, 2016
0	\$13.43
1	\$13.65
2	\$13.87
3	\$14.09
4	\$14.28
5	\$14.49
6	\$14.72
7	\$14.91
8	\$15.15
9	\$15.35

Mechanical Maintenance Salary Schedule

Experience	August 1, 2016
0	\$17.27
1	\$17.44
2	\$17.60
3	\$17.76
4	\$17.92
5	\$18.14
6	\$18.29
7	\$18.45
8	\$18.63
9	\$18.79

Bus Driver Salary Schedule

Experience	August 1, 2016
0	\$17.81
1	\$18.13
2	\$18.39
3	\$18.67
4	\$18.96
5	\$19.25
6	\$19.52
7	\$19.81
8	\$20.09
9	\$20.37

Custodian Salary Schedule

Experience	August 1, 2016
0	\$15.27
1	\$15.43
2	\$15.60
3	\$15.77
4	\$15.93
5	\$16.12
6	\$16.28
7	\$16.44
8	\$16.64
9	\$16.80

Second shift premium: add \$.25 per hour

Third shift premium: add \$.35 per hour

When a custodial employee is assigned to a building head position, he/she will receive the higher rate of pay after three (3) consecutive days if that rate exceeds his/her regular rate.

All head custodians shall have a starting time between 6:00 AM and 9:00 AM.

Head Custodian Salary Schedule

Experience	August 1, 2016
0	\$16.92
1	\$17.12
2	\$17.29
3	\$17.48
4	\$17.64
5	\$17.84
6	\$18.01
7	\$18.20
8	\$18.38
9	\$18.56

When a custodial employee is assigned to a building head position, he/she will receive the higher rate of pay after three (3) consecutive days if that rate exceeds his/her regular rate.

All head custodians shall have a starting time between 6:00 AM and 9:00 AM.

ARTICLE 31 — LONGEVITY

Longevity will be awarded during the following years of service based on the number of assigned hours on December 15 of each year. The bargaining unit member will receive their longevity payment in the first pay period in December of each year, the longevity awards do not compound. The bargaining unit member must begin the school year to receive the payment, and must remain employed with the District at the time of payment. Should the bargaining unit member leave the District after the payment, no pay back is required.

11-15 years	\$250.00
16-20 years	\$350.00
21-25 years	\$450.00
26 years or more	\$700.00

ARTICLE 32 - DIRECT DEPOSIT

All bargaining unit members will have their payroll check deposited by electronic transfer to a financial institution of his/her choice.

The bargaining unit member's salary shall be paid by electronic transfer to a financial institution not later than 10:00 a.m. each pay date. Remittance advice of paychecks shall be emailed to each bargaining unit member on the scheduled pay date.

ARTICLE 33 - FAIR SHARE FEE

On September 1, 1990 and for bargaining unit members hired as regular bargaining unit members after sixty (60) days following the beginning of employment, bargaining unit members in the Bargaining Unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the Bargaining unit members in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

ARTICLE 34 - DRUG FREE SCHOOLS

The Board and the Association are committed to the National goal of a drug-free workplace in accordance with the Drug Free Schools and Communities Act. Staff members convicted of substance/chemical abuse violations shall be referred, by the Superintendent under appropriate circumstances, to a community drug rehabilitation center, without loss of their job.

ARTICLE 35 - DRUG TESTING

The Bryan City Board of Education will pay for all required alcohol and drug-testing expenses. Drivers required to be randomly tested will be compensated at their regular rate of pay for all time involved in testing.

On the first occurrence that an bargaining unit member's test is positive for drugs and/or alcohol (at .04 and beyond), the bargaining unit member shall be required to attend a rehabilitation treatment program. The bargaining unit member shall be afforded his/her available sick leave, and or a medical unpaid leave at his/her request.

The Board may require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibition of Subpart B concerning controlled substances. An independent administrator of local law enforcement official will conduct the test. If an bargaining unit member's alcohol test results in a reading between .02 and .04, that bargaining unit member shall be subject to the disciplinary code, Article 7 of the negotiated agreement. The bargaining unit member shall also be required to attend a bargaining unit member Assistance Program (E.A.P.) and talk to the M.R.O. officer.

Should an appointment be scheduled outside of the twenty-four (24) hour period, the bargaining unit member shall have the suspension continued without loss of pay until such time as the E.A.P. conference can be scheduled and the bargaining unit member can return to work

ARTICLE 36 — SUPERSEDING CLAUSE

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code which are in conflict or are inconsistent with any provision of this Agreement, whether or not the provision is specifically enumerated herein.

ARTICLE 37 — HIRING RETIRED EMPLOYEES

- A. Individuals who have retired and who are or will be receiving retirement benefits through any State retirement system may be employed by the Board in a bargaining unit position. There shall not be any expectation that any such individual, whether formerly an bargaining unit member of the Board or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required.
- B. The salary to be paid to the retired bargaining unit member shall be determined by the Board at the time of initial employment and at the time of each subsequent contract grant. This salary will be selected from the appropriate classification in the current salary schedule.
- C. Individuals employed pursuant to this shall not receive any health, dental, and vision benefits, nor shall he/she receive any life insurance or severance benefits.
- D. Individuals employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of

service. The decision whether to employ an individual hired under this section for another year is solely within the discretion of the Board of Education, and that decision is not subject to the grievance procedure or ORC 3319.081 or ORC 3319.083. If the board determines that it will employ the bargaining unit member for the succeeding school year, the board will attempt to notify the retired bargaining unit member by April 30th. Retired bargaining unit members shall be subject to removal in accordance with Article 34 and shall have the same status as Probationary Bargaining unit members set forth therein.

- E. Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to non-renew the bargaining unit member pursuant to Ohio Revised Code section 3319.083 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Individuals employed pursuant to this provision may not post for vacancies, shall not maintain bumping rights, shall have no seniority rights over any other bargaining unit member, and are not subject to, or required to participate, in any evaluation process provided by this Agreement. Individuals hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.
- F. Individuals employed pursuant to this provision shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit. If the individual is employed under another contract(s) for succeeding years, there will not be a carryover of the sick leave days from year to year.
- G. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3319.081; 3319.082; 3319.083; 3317.12; Chapter 3309; 3313.202; and, 3319.141.

AGREEMENT

This AGREEMENT is made and entered into by and between the Board of Education of Bryan City Schools and the Ohio Association of Public School Bargaining unit members, AFSCME, AFL-CIO, and its Chapter 472, for and on behalf of the bargaining unit members in the bargaining unit.

This AGREEMENT shall be in effect for a period of one (1) years beginning August 1, 2016, and ending July 31, 2017

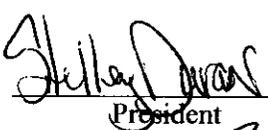
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this AGREEMENT.

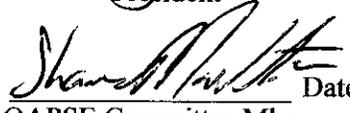
BOARD OF EDUCATION OF
BRYAN CITY SCHOOLS

By  Date 5/16/16
President

By  Date 5/16/16
Treasurer

OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
CHAPTER 472, AFSCME, AFL-CIO

By  Date May 4, 2016
President

By  Date 5-4-16
OAPSE Committee Mbr

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BOARD OF EDUCATION OF
BRYAN CITY SCHOOLS

By [Signature] Date 5/16/16
President

By [Signature] Date 5/16/16
Treasurer

OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
CHAPTER 472, AFSCME, AFL-CIO

By [Signature] Date May 4, 2016
President

By [Signature] Date 5-4-16
OAPSE Committee Mbr

STATE EMPLOYMENT
RELATIONS BOARD
2016 OCT 13 P 2:19