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# MASTER CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE  
BEACHWOOD CITY SCHOOL DISTRICT

AND THE

BEACHWOOD UNION OF SUPPORT STAFF,  
AFT/OFT LOCAL #6480

Effective January 18, 2012 through June 30, 2013  
Board Approval by Resolution #01-12-031



## Table of Contents

ARTICLE 1. EFFECTIVE DATE AND DURATION .....	1
ARTICLE 2. RECOGNITION OF THE UNION .....	1
ARTICLE 3. RECOGNITION OF THE BOARD, SUPERINTENDENT, AND TREASURER.....	2
ARTICLE 4. DUES DEDUCTION AND FAIR SHARE .....	2
ARTICLE 5. UNION RIGHTS .....	3
ARTICLE 6. MANAGEMENT RIGHTS .....	4
ARTICLE 7. PROBATIONARY EMPLOYEES.....	4
ARTICLE 8. EVALUATION PROCEDURES.....	5
ARTICLE 9. PERSONNEL FILE.....	5
ARTICLE 10. DISCIPLINARY PROCEDURES .....	6
ARTICLE 11. POSTING AND VACANCY .....	7
ARTICLE 12. GRIEVANCE PROCEDURE.....	8
ARTICLE 13. LEAVES .....	11
ARTICLE 14. HOLIDAYS.....	15
ARTICLE 15. ATTENDANCE AT WORK.....	15
ARTICLE 16. SENIORITY .....	17
ARTICLE 17. REDUCTION IN FORCE .....	18
ARTICLE 18. WORK WEEK & OVERTIME .....	19
ARTICLE 19. CALAMITY DAYS .....	21
ARTICLE 20. CLOTHING / UNIFORM ALLOWANCES .....	21
ARTICLE 21. SECTION 125 PLAN .....	22
ARTICLE 22. SEVERANCE.....	23
ARTICLE 23. ACADEMIC CREDIT / TUITION REIMBURSEMENT .....	24
ARTICLE 24. IN-SERVICE AND OTHER TRAINING .....	24
ARTICLE 25. ISSUANCE OF PAYCHECKS .....	24
ARTICLE 26. TAX SHELTERED ANNUITIES / DEFFERED COMPENSATIONS.....	25
ARTICLE 27. NEGOTIATING TEAMS.....	25
ARTICLE 28. NO STRIKE .....	26
ARTICLE 29. OPT-OUT OF CIVIL SERVICE.....	26
ARTICLE 30. OUTSOURCING .....	26
ARTICLE 31. SCOPE OF THE AGREEMENT.....	27
ARTICLE 32. TRANSPORTATION.....	27
ARTICLE 33. WAGES.....	37
ARTICLE 34. HEALTHCARE, PRESCRIPTION DRUG, DENTAL, VISION, AND LIFE INSURANCE COVERAGES .....	39
ARTICLE 35. SIGNATURE LETTER.....	43

APPENDIX A. DUES DEDUCTIONS.....	44
APPENDIX B. CANCELLATION OF DUES DEDUCTIONS .....	45
APPENDIX C. GRIEVANCE FORM .....	46
APPENDIX D. WAIVER OF INSURANCE BENEFITS .....	47
APPENDIX E-1. ....	48
BUS DRIVER COMPENSATION SCHEDULE .....	48
CLEANER COMPENSATION SCHEDULE .....	48
CUSTODIAN COMPENSATION SCHEDULE .....	49
MECHANIC COMPENSATION SCHEDULE .....	49
MAINTENANCE COMPENSATION SCHEDULE .....	50
LIBRARY/MEDIA ASSISTANT COMPENSATION SCHEDULE .....	50
SPECIAL EDUCATION NURSE ASSISTANT COMPENSATION SCHEDULE .....	51
SECRETARY I AND II COMPENSATION SCHEDULE .....	51
OFFICE ASSISTANT COMPENSATION SCHEDULE .....	52
INSTRUCTIONAL ASSSITANT COMPENSATION SCHEDULE .....	52
PRESCHOOL ASSISTANT COMPENSATION SCHEDULE .....	53
SPECIAL EDUCATION ASSISTANT COMPENSATION SCHEDULE .....	53
APPENDIX E-2. ....	54
BUS DRIVER COMPENSATION SCHEDULE .....	54
CLEANER COMPENSATION SCHEDULE .....	54
CUSTODIAN COMPENSATION SCHEDULE .....	54
MECHANIC COMPENSATION SCHEDULE .....	55
MAINTENANCE COMPENSATION SCHEDULE .....	55
LIBRARY/MEDIA ASSISTANT COMPENSATION SCHEDULE .....	55
SPECIAL EDUCATION NURSE ASSISTANT COMPENSATION SCHEDULE .....	56
SECRETARY I AND II COMPENSATION SCHEDULE .....	56
OFFICE ASSISTANT COMPENSATION SCHEDULE .....	56
INSTRUCTIONAL ASSSITANT COMPENSATION SCHEDULE .....	57
PRESCHOOL ASSISTANT COMPENSATION SCHEDULE .....	57
SPECIAL EDUCATION ASSISTANT COMPENSATION SCHEDULE .....	57

## CONTRACT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Contract" or "Agreement") made and entered into by and between the **BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT** (hereinafter referred to as "Board of Education" or "Board") and the **BEACHWOOD UNION OF SUPPORT STAFF, AFT/OFT Local #6480** (hereinafter referred to as "Union"), as follows:

### ARTICLE 1. EFFECTIVE DATE AND DURATION

- A. This Contract and the undertakings set forth herein shall be effective on and after January 18, 2012.
- B. This Contract and the undertakings set forth herein shall expire on June 30, 2013.

### ARTICLE 2. RECOGNITION OF THE UNION

- A. The Board recognizes the Union as the sole and exclusive representative of the bargaining unit as defined below:

**Included (Professional):** All regular full-time and part-time Educational Assistants as follows: Special Education Assistants, Library/Media Assistants, Preschool Assistants and Instructional Assistants.

**Included (Nonprofessional):** All regular full-time and part-time support staff as follows: Bus Drivers, Secretaries, Office Assistants, Cleaners, Custodians, Maintenance, and Mechanics.

**Excluded:** Administrators, principals, supervisors, confidential employees, teachers, interpreters, seasonal and casual employees, and substitutes.

**Confidential Employees:** Include the following positions and such other positions as the parties may agree to from time to time: administrative assistant to the Superintendent; administrative assistant to Assistant Superintendent (or Director of Human Resources/Director of Curriculum and Technology); administrative assistant to Pupil Services Director; administrative assistant to Supervisor of Buildings & Grounds; EMIS Coordinator; Payroll Coordinator; Accounts Payable Coordinator; Purchasing Agent; and Duplicating Coordinator.

- B. Employees shall have the right to join or refrain from joining the Union.
- C. Membership in Union or any other such organization shall not be required as a condition of employment by the Board.
- D. There shall be no discrimination based upon membership or lack of membership in the Union or any other organization.
- E. The recognition granted herein shall remain in force and effect for the term of this Agreement, subject to the provisions of Chapter 4117 of the Ohio Revised Code.

**ARTICLE 3. RECOGNITION OF THE BOARD, SUPERINTENDENT, AND TREASURER**

- A. The Union recognizes the Board as the locally elected body charged with establishment of policies for the governance, administration, and operation of the Beachwood City School District ("District") and as the employer of all personnel in the District.
- B. The Superintendent is recognized as the chief executive officer of the District. The Superintendent or his designee may serve as the Board's designee in all pre-disciplinary, disciplinary and/or "Loudermill" hearings.
- C. The Treasurer is recognized as the chief financial officer of the District.

**ARTICLE 4. DUES DEDUCTION AND FAIR SHARE**

- A. The District will deduct any initiation fees and dues levied by the Union from the pay of bargaining unit members upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his/her signature.
- B. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization with the thirty (30) day period prior to the termination of this Contract or upon the termination of employment or transfer to a job classification outside of the bargaining unit.
- C. All employees who are covered by this Contract who are not members of the Union and who have been employed by the District for thirty (30) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article. Those employees identified in Article 2 as "excluded" or "confidential" are not subject to the fair share fee or any term of condition of employment set forth in this Contract.
- D. All authorized deductions will be made from the member's pay on a regular semi-monthly basis. The District shall deduct from the pay of each non-member of the recognized bargaining unit a fair share fee as determined by the Union, but not

greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to political expenditures by the employee organization. The Union represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C); that a procedure for challenging the amount of the representation fee has been established; and that such procedures comply with all applicable state and federal laws and the Constitutions of the United States and Ohio. The Board and the Federation will comply in all respects with Ohio Revised Code 4117.09(C) and any other law applicable to fair share fees.

- E. The Union shall indemnify and hold the Board and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Board for the purpose of complying with any provisions of this article, or in reliance on any notice or authorization form furnished under any of the provisions of this article.

#### **ARTICLE 5. UNION RIGHTS**

- A. The Union shall have access to school mailboxes and inter-school mail delivery for non-political Union business.
- B. The Board shall grant up to a maximum of four (4) days for Union members to attend AFT/OFT conventions, conferences or meetings without loss of pay, sick leave or personal leave. This leave shall be paid release time and is limited to a total of four (4) days per year (not per member). These four (4) leave days shall be allocated among the members by the Union President. Bargaining unit members may extend the Union leave by one (1) day by electing to use one (1) personal day, if available.
- C. The Union President shall be notified in advance whenever the Superintendent or a member of the Board plans to recommend any amendments, subtractions or modifications of Board Policy. The Union President/designee shall be allowed to present the position of the Union on suggested changes at the Board meeting on which the recommendation is to be a topic.
- D. The Union President shall be placed on the regular mailing list for Board agendas using inter-school mail. U.S. mail will be used when school is not in session.
- E. A bulletin board (36"x 42") will be wall-mounted in the staff lounge of each building for the purpose of posting business of the Union.
- F. The Board shall permit the Union to use Board-owned facilities to hold full membership meetings, building meetings and any other types of meetings needed for

Union business, subject to availability. Bargaining unit members shall not attend union meetings during their regularly scheduled work hours.

G. Upon request, the union may hold a full membership meeting during an in-service day with prior consent from the Superintendent.

H. The Board shall notify the Union President of newly hired bargaining unit members.

#### **ARTICLE 6. MANAGEMENT RIGHTS**

A. The rights of the Union and the bargaining unit members shall be those set forth by an express written provision of this collective bargaining agreement. Except as may be expressly required by law, and unless specifically agreed to in an express written provision herein, it is understood and agreed that the Board and those empowered to act for the Board retain an unconditional authority consistent with this collective bargaining agreement regarding all other matters relating to the operations, management, planning, direction of the Beachwood City School District and of its buildings, facilities, and personnel employed therein including, but not limited to finances, work standards, work force, staffing, qualifications, employment and all other management rights granted by and under Ohio law.

B. Nothing in this collective bargaining agreement shall preclude, prevent or otherwise interfere with the parties' respective rights in future collective bargaining negotiations under any legislation enacted during the term of this collective bargaining agreement.

#### **ARTICLE 7. PROBATIONARY EMPLOYEES**

A. All members hired on or after the effective date of this Agreement shall serve a probationary period during the first ninety (90) actual work days of their employment with the Board ("Probationary Period"). Notwithstanding any other provision of this Agreement to the contrary, a member may be discharged without just cause at any time prior to the expiration of the Probationary Period.

B. Members (including but not limited to those members who have not yet completed their Probationary period, if applicable) who are transferred, voluntarily or involuntarily, to another classification shall be required to serve a probationary period for the first 90 work days of their employment in the new classification (Supplementary Probationary Period"). Notwithstanding any other provision of this Agreement to the contrary, a member may be returned to his/her former classification without just cause at any time prior to the expiration of the Supplementary Probationary Period.

C. All members hired by the Board shall be conditionally employed until the Board receives a criminal background records check from the Bureau of Criminal Identification and Investigation. If the criminal background records check indicates that an individual does not qualify for employment under applicable law, s/he shall be

released from employment and informed of such release in writing. No member released from conditional employment under this paragraph (nor the Union on the member's behalf) shall have the right to bring a grievance, request arbitration or initiate any proceedings to challenge the Board's discharge of the member.

#### **ARTICLE 8. EVALUATION PROCEDURES**

- A. Bargaining unit members shall be evaluated in writing at least one (1) time per year by an administrator/supervisor.
- B. A bargaining unit member who holds a position in two (2) or more classifications shall be evaluated separately for each position.
- C. The evaluation shall take into account and include a record(s) of a personal observation(s) and goals/recommendations for improvement of the bargaining unit member. The evaluation shall be conducted in accordance with the District's official evaluation procedure. The Board will publish the evaluation tool annually by October 15<sup>th</sup>. The Board may modify the evaluation tool as needed with prior notice and input from the Union.
- D. Each evaluation shall be reviewed by the bargaining unit member with an administrator/supervisor.
- E. The member shall date and sign the evaluation form. His/her signature shall only acknowledge receipt of the evaluation.
- F. The bargaining unit member may respond to the evaluation in writing. The response shall be attached to the evaluation in the personnel file.
- G. If the evaluation shall be the basis of an imminent adverse employment action or may reasonably lead to an imminent adverse employment action, the bargaining unit member and the Union shall be notified at least two (2) working days in advance of the meeting to discuss the evaluation. The member shall be provided an opportunity to attend the evaluation meeting with Union representation.
- H. Nothing in this Article shall prevent, impede or delay the Board from counseling any bargaining unit member and/or developing and implementing a performance improvement plan for any bargaining unit member. The bargaining unit member and the Union shall be notified at least two (2) working days in advance of the Board's implementation of a performance improvement plan and given an opportunity for review and input.

#### **ARTICLE 9. PERSONNEL FILE**

- A. The Board shall maintain a personnel file for each bargaining unit member in the Board's human resources department.

- B. Anonymous correspondence shall not be placed in a bargaining unit member's personnel file; provided however where the Board receives anonymously provided information relating to a bargaining unit member and the Board independently corroborates some or all of this information, such anonymously provided information may be included in the Board's investigation report which may be placed in the member's personnel file.
- C. Each bargaining unit member may review his/her personnel file in the presence of a Board representative and may request a copy of his/her personnel file, which shall be provided one (1) time at Board expense. Any subsequent request for copies shall be paid by the bargaining unit member.
- D. The bargaining unit member shall receive a copy of any document placed in his/her personnel file provided such document relates to the performance of the member's job responsibilities, evaluations, investigation reports, adverse employment actions, performance counseling efforts, violation of applicable rules, misconduct, and/or similar information.
- E. If a member receives any of the documents described in the preceding paragraph, s/he shall sign the document, which shall only indicate receipt of same, and the member may submit a written response thereto, which shall be attached to the relevant document and placed in the member's personnel file.
- F. A bargaining unit member may request to have information removed from his/her file if s/he believes, in good faith, that his/her personnel file contains inaccurate information.
- G. Appropriate communications of commendation or award pertinent to the bargaining unit member's job performance shall be placed in the bargaining unit member's file upon request.

#### **ARTICLE 10. DISCIPLINARY PROCEDURES**

- A. A bargaining unit member shall be subject to verbal warning, written reprimand, suspension without pay, demotion or discharge for just cause.
- B. The Board shall adhere to the principals of progressive corrective action when disciplining a bargaining unit member, except in cases of serious offenses.
- C. Prior to any disciplinary action except verbal warnings (unless such verbal warnings are memorialized in writing and placed in a member's personnel file), a disciplinary meeting shall be held with the bargaining unit member, his/her representative and the appropriate administrator/supervisor. At this disciplinary meeting, the bargaining unit member shall be entitled to hear the charges against him/her and the supporting evidence. The bargaining unit member shall have an opportunity to respond to the

charges and evidence, and shall be given an opportunity to submit information or evidence that the bargaining unit member believes is relevant to the matter.

- D. Disciplinary action shall not be subject to the grievance procedure, except in cases of suspension without pay in excess of three (3) days, demotion and discharge.
- E. The Board shall, in its sole discretion which shall be exercised reasonably, determine whether a member's conduct/misconduct is a serious offense within the meaning of this Article.
- F. While investigating an allegation of misconduct relating to a bargaining unit member, the Board may suspend the member with pay during the pendency of such investigation.
- G. It is specifically agreed by the Board and the Union that this disciplinary procedure, including the grievance procedure as applicable, shall be the sole and exclusive remedy for a member subject to discipline under this Article.
- H. The Board uses video surveillance and electronic monitoring equipment throughout the District and on school buses. Any information obtained from video surveillance/electronic monitoring systems may be used to support the orderly operation of the schools and facilities, for law enforcement purposes, and as evidence in any disciplinary proceedings, administrative proceeding, criminal proceeding and any other legal proceedings. Further, such recordings may become a part of a bargaining unit member's personnel file.
- I. Except in serious offenses, disciplinary action occurring twenty-four (24) months or more prior to current disciplinary action shall not be considered when taking progressive corrective action if the specific offense has not occurred in this interim period.

#### **ARTICLE 11. POSTING AND VACANCY**

- A. If any bargaining unit member is promoted, retires, resigns, is terminated or transferred, and the Superintendent has determined to continue with the position and has not filled the position with a current bargaining unit member, the position will be considered vacant. The creation of any new positions in the bargaining unit will also be offered as a vacancy in accordance with this Article.
- B. Employment advertisements for new positions and vacancies shall be posted to the District's electronic bulletin board (which is non-public) three (3) business days prior to any public posting.
- C. The Superintendent/designee will grant interviews to bargaining unit members among the applicants who are in the same classification series as the vacant position and to those other applicants who appear to the Superintendent/designee to be fully qualified for the position.

- D. In his sole discretion, the Superintendent/designee shall determine which applicant is most qualified for the vacant position.
- E. The Superintendent has the sole and exclusive authority and discretion to determine the appropriate placement of a bargaining unit member on the applicable compensation schedule.
- F. The Superintendent has the sole and exclusive authority and discretion to assign and/or reassign bargaining unit members. If a bargaining unit member receives a notice of an assignment or reassignment to which s/he objects, the member may request a meeting with the Superintendent/designee to present his/her objection(s) to the assignment/reassignment. The bargaining unit member may be represented by the Union at this meeting which will be scheduled without unreasonable delay. During this meeting, the Superintendent/designee will provide a written explanation for the assignment/reassignment (which may include but not be limited to the reason(s) for, the purpose of, the motivating factor(s) behind, or other circumstances relating to the assignment/reassignment) to the bargaining unit member, and a copy of the written explanation shall be placed in the member's personnel file.

## **ARTICLE 12. GRIEVANCE PROCEDURE**

### **A. Definitions:**

- 1. **Grievance:** An alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement.
  - 2. **Grievant:** A bargaining unit member filing a Grievance or the Union filing a Grievance on behalf of a bargaining unit member.
  - 3. **Days:** For the purposes of this Article only, "day" shall mean any calendar day during the period from August 15<sup>th</sup> through June 15<sup>th</sup>, excluding all Saturdays, Sundays, days when school is not in session during winter and spring recesses, and holidays recognized on the Board-approved school calendar. If any of the deadlines for a Grievance occur during the period from June 16<sup>th</sup> through August 14<sup>th</sup>, the parties may by mutual agreement modify the timeline for processing a Grievance.
- B. A bargaining unit member may appear on his/her own behalf or be represented at all stages of the Grievance procedure by a representative of the Union. When a Grievant is not represented by the Union in a Grievance, the Union shall have the right to request to have a Union representative present to state the Union's position regarding any Union-related issues therein. Nothing herein shall prevent a Grievant from presenting a Grievance and having it adjudicated without intervention of the Union.
- C. The Grievant and any witnesses testifying during a Grievance hearing shall not be

subject to reprisal for participation in the Grievance procedure.

- D. The Grievant may withdraw his/her/its Grievance at any time by written request but once withdrawn the Grievance may not be re-opened or re-filed.
- E. If a Grievance affects a group or class of bargaining unit members involving more than one school building or a decision by an administrator above the level of immediate supervisor, the Grievant may initiate and submit such Grievance in writing to the Superintendent directly and the processing of such Grievance will commence at Step 2. Such a Grievance must be presented to the Superintendent within thirty (30) days after the Grievant knew or should have known of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement. If the issue underlying such a Grievance involves the operations of the Treasurer's Office, the Superintendent shall confer with the Treasurer as necessary.
- F. Potential issues and/or contingencies shall not be grieved unless a specific situation occurs which impacts one or more bargaining unit members.
- G. For the purposes of this Article only, immediate supervisors shall mean:

For bus drivers and mechanics:	Director of Transportation
For cleaners, custodians and maintenance:	Supervisor of Building & Grounds
For instructional assistants, library/media assistants, secretaries,* and office assistants:	Building Principal
For preschool assistants:	Program Director
For special education assistants:	Building Principal and/or Director of Pupil Services

\* For the receptionist assigned to Fairmount School, immediate supervisor shall mean Director of Human Resources for the purposes of this Article.

#### H. The Procedure:

1. **Informal:** If a bargaining unit member believes there are grounds for a Grievance, s/he, either alone or in the company of a Union representative, shall discuss the matter with his/her immediate supervisor within 10 days of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement or within 10 days of when the Grievant could have reasonably been expected to know of the alleged violation, misinterpretation or misapplication of a specific article, section or paragraph of this Agreement. The purpose of the Informal step is to resolve the problem informally. Not more than one (1) day after the informal meeting, the immediate supervisor shall provide the bargaining unit member with a verbal response regarding the matter.

2. **Step 1:** If the Grievance is not resolved informally and the Grievant wishes to pursue the matter further, the Grievant shall present the Grievance in writing on the form attached hereto as Appendix C to his/her immediate supervisor within 5 days of the Informal meeting. The immediate supervisor shall provide the Grievant an opportunity to present information and evidence in support of the Grievance within 10 days of receiving the Grievance. Thereafter but within 5 days, the immediate supervisor shall issue his/her decision on the Grievance.
3. **Step 2:** If the Grievance is not resolved at Step 1 and the Grievant wishes to pursue the matter further, the Grievant shall present the Grievance in writing on the form attached hereto as Appendix C to the Superintendent within 5 days of receiving the Step 1 decision. The Superintendent or his designee shall provide the Grievant an opportunity to present information and evidence in support of the Grievance within 10 days of receiving the Step 2 Grievance. Thereafter but within 5 days, the Superintendent or his designee shall issue the decision on the Step 2 Grievance.
4. **Step 3:** If the Grievant wishes to pursue the matter further, the Grievant shall, within 10 days of receiving the Step 2 decision, commence Step 3 by providing written notice to the Superintendent of the intent to arbitrate and by filing a demand for arbitration in odd-numbered years with the American Arbitration Association or in even-numbered years with the Federal Mediation & Conciliation Service. Within 10 days after receiving a list of at least 15 potential arbitrators, the parties shall confer and select an arbitrator using the alternate strike method. In odd-numbered years, the arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association, except as provided herein. In even-numbered years, the arbitration hearing shall be conducted in accordance with the arbitration policies of the Federal Mediation & Conciliation Service, except as provided herein.
  - I. **Arbitration:** Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding. The prevailing party shall not be required to pay the cost of arbitration including any arbitration filing fees, the arbitrator's fees and reimbursements, and travel expenses or other expenses of the arbitrator. The arbitrator shall have no authority to add to, subtract from, or modify, change, or alter, any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein when arriving at a determination of any issue presented.
  - J. **Time Limits:** The time limitations set forth herein for the submission and processing

of a Grievance shall be deemed to be of the essence; the failure to submit a Grievance within the time specified shall be deemed an abandonment of that Grievance; and further appeal will be barred. If the written decision from the immediate supervisor at Step 1 or the Superintendent/designee at Step 2 is not furnished to the Grievant within the time limits specified in this Article, the Grievant shall have the right to advance the Grievance to the next level and shall suffer no penalty for not meeting the deadlines.

- K. All notices concerning Grievance hearings, decisions or withdrawal requests shall be delivered in the most expedient and reliable manner. A receipt showing the date and time of delivery shall be signed and returned to the sender. Time limits shall apply from the first day following the date of receipt.

### **ARTICLE 13. LEAVES**

#### **A. Sick Leave**

1. Members working 260 days per work year are entitled to fifteen (15) paid sick days per year provided the member is in active pay status. Members working less than year round shall be entitled to 12.96 paid sick days per year provided the member is in active pay status, which may be prorated for partial work days and work years.
2. Members who are on any unpaid leave or who are absent without approved leave shall not be entitled to earn any sick leave.
3. Sick leave shall accrue on a calendar month basis.
4. Acceptable reasons for paid sick leave are: personal illness, pregnancy, and personal injury; exposure to a communicable contagious disease; illness or injury in the immediate family of the member. For the purpose of sick leave, "immediate family" shall be interpreted to mean husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, or another member of the same household.
5. Visits to healthcare providers to pursue and/or receive an elective procedure or treatment that may be conducted outside of the member's workday are not an authorized use of paid sick leave.
6. The Superintendent may require a bargaining unit member to submit a certificate of a physician or other evidence in any case involving suspected sick leave abuse or the use of three (3) consecutive days of sick leave.
7. A member, within the first 12 months of his/her employment, may upon written request be granted an advance of up to five (5) paid sick days provided however that a member who separates from employment with the Board prior

to repaying the advanced sick days shall be subject to payroll deduction to cover the cost of same.

8. Paid sick leave time may not be taken in increments less than ½ day.
9. If a bargaining unit member suffering from a serious injury, illness, or other conditions applies for retirement due to disability, he/she may use no more than four (4) weeks of accumulated sick leave after the date of notification of the recommendation for approval of the disability retirement from the retirement system.
10. Falsification and/or other abuse of paid sick leave and any school record associated with such leave shall be considered just cause for discharge from employment.

#### **B. Personal Leave**

1. After one (1) full year of employment with the Board, members shall be entitled to earn three (3) paid personal leave days during each year of employment with the Board provided the member is in active pay status. Personal leave shall accrue on September 15<sup>th</sup>, December 15<sup>th</sup>, and March 15<sup>th</sup>. Members who are on any unpaid leave or who are absent without approved leave (*i.e.*, not in active pay status) shall not be entitled to earn paid personal leave. Members who resign, retire, are discharged or otherwise separated from employment prior to the completion of the employment year will only be entitled to the prorated portion of the annual personal leave.
2. Personal days may not be taken during the months of August, May and June, the workday before or after a vacation, non-workday or holiday, or consecutively. However if the member is assigned to a year-round position, he or she shall be entitled to use personal leave during August and June upon the written approval of the Superintendent. Upon written application, the Superintendent, in his sole discretion, may grant an exception to these restrictions in cases of bona fide emergencies or similarly substantial reasons.
3. Personal leave may only be used to conduct personal business which cannot be conducted outside the confines of the member's workday. Personal leave may not be used to engage in any other gainful employment and/or to seek other gainful employment. Personal leave may not be used for recreation or as a vacation day or sick day. Personal leave may be used for: observance of bona fide religious obligations that can only be met during work hours; mandatory court appearances; moving/relocation; necessary legal matters that can only be performed during work hours; participation in award programs and other activities aimed at professional growth; where there is significant damage to one's dwelling; and graduation/wedding/military ceremonies of a family member.

4. Notwithstanding the limitations set forth in the preceding paragraph, one of the three paid personal days may be used by a bargaining unit member for any reason in addition to the reasons specified in the preceding paragraph (hereinafter referred to as an Unrestricted Personal Day).
5. A member wishing to use routine (*i.e.*, non-emergency) personal leave shall submit a written request at least seven (7) days prior to the requested personal leave day and shall provide a specific, detailed reason for the personal leave, which shall be subject to consideration and approval by the Board's designee. The Board shall respond to the requested use of routine (*i.e.*, non-emergency) personal leave promptly but not later than 3 days before the requested personal leave day.
6. Personal leave time may not be taken in increments less than ½ day.
7. The Superintendent may grant or deny such request if the member fails to comply with the terms of this Article. The Superintendent may deny such request if there is another member in the member's classification with an approved personal day on the same day.
8. Unused personal leave may be carried forward in an equivalent amount of paid sick leave to the following employment year.
9. Falsification and/or other abuse of personal leave and any school record associated with such leave shall be considered just cause for discharge from employment.

#### **C. Funeral Leave**

A member may take no more than three (3) paid leave days annually (by contract year) of funeral leave due to a death in his/her immediate family. For the purpose of funeral leave, "immediate family" means member's spouse, parent, sibling, grandparent, child, grandchild, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, and uncle. If a bargaining unit member experiences the death of more than one immediate family member in any one contract year and previously utilized all of his/her funeral leave, s/he may utilize up to three (3) days of accumulated sick leave for each such occurrence. If any member, on any one occurrence, needs more than three (3) days of leave under this Section, s/he may only utilize accrued and unused personal leave or paid vacation leave.

#### **D. Unpaid Leaves**

1. Upon the written request of a member, the Board may grant a leave of absence for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request for a period not to exceed two (2) years.

2. Without request, the Board may grant similar leave of absence to any member because of physical or mental disability, but such member may have a hearing on such unrequested leave of absence.
3. During any period of leave under this section, the member shall neither be paid nor receive any form of paid benefits such as healthcare insurance coverage.
4. Upon the return of the member from a leave of absence under this section, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning member while the returning member was on leave.

#### **E. Family & Medical Leave Act**

Members are entitled to utilize leave under the Family & Medical Leave Act of 1993, as amended, provided that such member is eligible under applicable requirements and regulations and such leave is used concurrently with paid sick leave and paid personal leave.

#### **F. Paid Vacation Leave**

1. After service of one year of employment with the Board, a bargaining unit member working on an eleven (working at least 240 days) or twelve month basis shall be entitled to vacation leave of two (2) calendar weeks. Thereafter, members working on an eleven (working at least 240 days) or twelve month basis who continue in the employ of the Board for six (6) or more years of service shall be entitled to vacation leave with pay for three (3) calendar weeks. Thereafter, members working on an eleven (working at least 240 days) or twelve month basis who continue in the employ of the Board for twelve (12) or more years of service shall be entitled to vacation leave with pay for four (4) calendar weeks.
2. Upon separation from employment a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two (2) work years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year.
3. All such vacation leave shall be used by the member during each employment year in which it is earned; however, the member may carry over unused vacation leave to the following employment year upon the written approval of the Superintendent provided the maximum number of carried over vacation days (in total, not per year) shall not exceed five (5) days.

4. The scheduling of vacation leave shall be subject to the approval of the bargaining unit member's supervisor, which shall not be unreasonably withheld or delayed.

#### **G. Other Authorized Leaves**

Bargaining unit members shall be entitled to an unpaid medical leave under section 3319.13 of the Ohio Revised Code, military leave under section 5923.05 of the Ohio Revised Code, and jury duty leave under section 3313.211 of the Ohio Revised Code, provided the bargaining unit member qualifies for such leave(s) in accordance with the respective statutory requirements.

#### **ARTICLE 14. HOLIDAYS**

- A. Members working at least 240 days per work year are entitled to the following holidays for which they shall be paid their regular rate of pay provided each such member accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's day, Martin Luther King day, President's day, Memorial day, Independence day, Labor day, Thanksgiving day (2 days), and Christmas day (2 days).
- B. Members working less than 240 days are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay provided each such member accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on any of the following days: New Year's day, Martin Luther King day, President's day, Memorial day, Labor day, Thanksgiving day, and Christmas day. If a member's regular work week is less than 5 days, he/she is entitled to holiday pay only if the holiday falls on a regularly scheduled work day.

#### **ARTICLE 15. ATTENDANCE AT WORK**

- A. Attendance at work is important. Frequent absence, unreported absence, tardiness, late call-in, and/or early departure disrupts the schedules of students, co-workers, and the operations of the District. Failure to meet attendance expectations will lead to discipline, up to and including termination of employment.
- B. Where the Superintendent or his designee suspects that a bargaining unit member has abused or otherwise misused paid sick leave or any other form of leave, the Superintendent or his designee shall notify the bargaining unit member in writing and meet with the bargaining unit member, together with his/her union representative to review the member's attendance record. The Superintendent or his designee shall provide a written record of the meeting to the bargaining unit member to which the bargaining unit member may reply in writing. The record of the meeting, together with any written reply from the bargaining unit member, shall be placed in the

bargaining unit member's personnel file and may also be noted on any evaluation instrument. Abuse and/or misuse of paid sick leave or any other form of leave shall include but not be limited to the following: excessive use, patterned use, unfounded use, inappropriate use, incorrect use, and/or improper use.

C. Unreported absences, late call-in, early departures, and tardiness shall be measured and recorded on an "occurrence" basis. Bargaining unit members will be charged and notified of an occurrence as set forth herein. Occurrences accrue over a twelve-month (12) period (August 1 – July 31). The following schedule describes how occurrences shall be measured:

1. Unreported Absences. Each incident of unreported absence shall count as three (3) occurrences. Each consecutive day of unreported absence shall count as a separate incident of unreported absence.
2. Late Call-In. Each incident when a bargaining unit member fails to call in by or report off by one (1) hour in advance of the appointed start time, except in the case of an emergency, shall be treated as one (1) occurrence in addition to any other occurrence accrued as a result of an unreported absence or the like. The merits of an "emergency" will be determined by the Supervisor and the incident will be recorded for future reference.
3. Early Departure. An early departure without supervisory permission shall count as two (2) occurrences.
4. Tardiness. After the first three (3) instances of tardiness in an employment year (August 1 to July 31), failure to be at work on time or to be ready to work at the appointed time shall be reported and charged with one (1) occurrence. The Supervisor will provide verbal notice to the bargaining unit member for the first three (3) instances.

D. Schedule of Occurrences. The following schedule describes the affirmative steps that shall be followed if a bargaining unit member accrues occurrences during the twelve-month period (August 1 – July 31):

2 Occurrences:	Verbal reminder (with documentation)
4 Occurrences:	Written reminder and meeting with Supervisor to review the importance of attendance
6 Occurrences:	Written reminder with three day unpaid suspension.
8 Occurrences:	Written reminder with five day unpaid suspension.
9 Occurrences:	Written reminder with ten day unpaid suspension.
10 Occurrences:	Termination of Employment

A single incident may result in a cumulative or compounding effect of accrued occurrences.

E. AWOL. Absence without official leave ("AWOL") is a period of absence for which:  
a) the bargaining unit member has no accrued paid and/or unpaid leave as of the date of absence; or b) a request for paid and/or unpaid leave is denied. AWOL shall be the basis for disciplinary action as set forth herein. The Board shall only permit leave without pay where it is specifically authorized by law.

1. First Offense.

A bargaining unit member who experiences an AWOL for the first time will be provided written notice of the infraction and warned that any such future offense will be grounds for employment termination, as set forth herein. However, in the event that the bargaining unit member's AWOL was more than one (1) workday in duration and/or due to the bargaining unit member's pursuit of or engagement in other employment, such AWOL will be grounds for employment termination. Workday as used in this section means the relevant bargaining unit member's scheduled workday during the period of AWOL work schedule as communicated by the supervisor.

2. Second Offense.

A bargaining unit member who experiences an AWOL for the second time will be subject to discharge.

**ARTICLE 16. SENIORITY**

A. The Superintendent or a designee will provide a seniority list, no later than October 15, indicating the order of each bargaining unit member's hiring: specifying names, hire date and classification. Hire date will be defined as the date the BOE took action to hire the member.

B. The official seniority list will be posted in each building annually by October 15. Bargaining Unit members will have ten (10) working days to review the list and notify the Administration of any discrepancy. After the review period has ended, the list will be deemed correct until the next official list is posted.

C. District seniority will be defined as a bargaining unit member's continuous, uninterrupted length of service with the Board as determined by the most recent date of hire as a regular bargaining unit member.

D. Classification seniority will be defined as the bargaining unit member's continuous length of service within a particular classification, measured from the date of entry into each classification.

1. Classification seniority will not be transferred between classifications.

2. If a bargaining unit member maintains continuous employment in the system, seniority previously earned in another classification will still be honored if a bargaining unit member returns to the previous classification.

- E. Approved leaves of absence while employed in the District shall not constitute an interruption of service.
- F. In order to qualify for a year of service for seniority purposes, the bargaining unit member must work or must be on an approved leave of absence at least one hundred and twenty (120) days during the work year.
- G. A bargaining unit member who has worked part-time in the Beachwood City School District shall be awarded seniority service credit on a proportional basis.

**ARTICLE 17. REDUCTION IN FORCE**

- A. The classifications are as follows: Special Education Assistant; Library/Media Assistants; Preschool Assistant; Instructional Assistants; Maintenance; Custodian; Cleaner; Mechanic; Bus Driver; Secretary; and Office Assistant.
- B. Classification Series

Series 1	Series 2	Series 3	Series 4
Special Education Asst.	Maintenance I	Mechanic	Secretary I
Library/Media Asst.	Maintenance II	Bus Driver	Secretary II
Instructional Asst.	Custodian I		Office Assistant
Preschool Asst.	Custodian II		
	Cleaner		

- C. The Board may adopt a resolution ordering reductions in the number of bargaining unit members for financial reasons. In making any such reduction, the Board shall proceed to suspend the employment in accordance with the recommendation of the Superintendent who shall, within each classification affected, give preference first to bargaining unit members on the basis of District seniority.
- D. On a case-by-case basis, in lieu of suspending a bargaining unit member's employment in full, the Board may suspend a bargaining unit member's employment in part, so that the member is required to work a percentage of the time the member was previously required to work and receives a commensurate percentage of the full compensation the member previously received.
- E. For a period of one (1) year, a bargaining unit member whose employment is suspended under this Article shall have the right of restoration to employment by the Board in order of District seniority if and when a position within the member's former classification or classification series becomes vacant or is created.
- F. No bargaining unit member whose employment has been suspended under this Article shall lose such right of restoration to employment by reason of having declined recall to a position requiring fewer regularly scheduled hours of work than

required by the position the bargaining unit member last held while employed in the District.

- G. A member subject to suspension of employment under this Article may “bump” a less senior member provided that: i) such “bumping” may occur only within the classification series set forth in Paragraph B. of this Article; ii) a member may only “bump” a less senior member in one of the classifications below the member’s current classification within the same classification series; iii) such “bumping” may not displace a Confidential Employee identified in Article 2, Recognition; iv) the employment of a “bumped” member who is not eligible to “bump” anyone in accordance with this Paragraph shall be suspended; and v) a member who elects to “bump” outside of his/her classification but within the same classification series as defined herein shall be placed on the salary schedule of the “bumped-into” position at the same step that the member held in his/her suspended position.
- H. The Superintendent may elect not to fill any vacant position in an effort to minimize the need for reductions in force.
- I. After a reduction in force, the Superintendent, in his sole discretion, may assign remaining bargaining unit members within the affected classification(s) without posting.
- J. In the event of a tie in seniority, the following tie breakers shall apply in the following order:
  - 1. Date the Board approved the hiring of the classified staff member;
  - 2. Total number of years in an Ohio public school;
  - 3. Highest certificate/license/degree held (including highly qualified designations); and
  - 4. Bargaining unit members will pick from a deck of numbered cards with the highest number prevailing.

**ARTICLE 18. WORK WEEK & OVERTIME**

- A. The regular workweek shall be as follows:
  - 1. Secretaries: Thirty-five (35) to forty (40) hours
  - 2. Office Assistants: Thirty-five (35) hours
  - 3. Educational Assistants: Thirty-five (35) to thirty-seven and one half (37.5) hours
  - 4. Cleaners: Forty (40) hours
  - 5. Custodians: Forty (40) hours
  - 6. Mechanics: Forty (40) hours
  - 7. Maintenance: Forty (40) hours
  - 8. Bus Drivers: Minimum of twenty-two and one half (22.5) hours

- B. All bargaining unit members who are afforded a lunch break shall receive a minimum of thirty (30) minutes, duty free, uncompensated, uninterrupted lunch away from their regular workstation.
- C. Any bargaining unit member who works over forty (40) hours between Sunday, 12:00 AM, and Saturday, 11:59 PM will be considered to be working overtime and shall be compensated at the rate of one and one half (1½) times their regular hourly rate.
- D. Days not worked (paid leave days, holidays and calamity days) are not considered time worked for computation of overtime pay in the calendar week in which they fall.
- E. Extra duty assignments shall first be offered on a Classification seniority weekly rotation basis within a classification within a building to those bargaining unit members who desire such assignment(s).
- F. Whenever it is necessary for a bargaining unit member to work on a paid holiday, he or she will be compensated with holiday pay (1x) plus regular pay (1x) for time actually worked on the paid holiday.
- G. Subject to Section E in this Article, all extra duty assignments shall be offered first to bargaining unit members before a substitute is used provided such extra duty assignment does not put any bargaining unit member into overtime status.
- H. Compensatory time shall not be used to avoid payment of overtime.
- I. Compensation for any meeting or in-service which the District requires the member to attend shall be paid at the bargaining unit member's regular hourly rate.
- J. Bargaining unit members completing an extra duty assignment outside of their classification shall be paid at their regular hourly rate.
- K. The Board shall provide adequate computer access to all bargaining unit members.
- L. The Board shall provide student appropriate training for Educational Assistants prior to service with the student(s).
- M. Educational Assistants shall receive Chaperone pay for any work done outside of their regularly scheduled seven and one half (7½) hour day. Examples of this work would be 6<sup>th</sup> grade camp, 8<sup>th</sup> grade Washington D.C. trip, assisting during athletic practices or games. Chaperone pay shall be paid at the same rate as is paid to the teachers.
- N. Bargaining unit members subject to drug/alcohol testing under law and applicable regulations shall comply with such requirements.
- O. In the absence of extraordinary circumstances, no later than June 30<sup>th</sup> each year, the

Board shall provide each bargaining unit member with a written notice containing his/her compensation and anticipated workweek and schedule for the succeeding work year. For Bus Drivers, a compensation notice (*i.e.* hourly rate and step) shall be provided by June 30<sup>th</sup> each year, and a second notice containing regular workweek hours, schedule, and FTE amount shall be provided to Bus Drivers by September 30<sup>th</sup>. The Board may modify the anticipated and/or actual workweek and schedule of any bargaining unit member by providing five (5) days' written notice to the bargaining unit member. However, in cases of an unanticipated urgent need, the Board may modify the bargaining unit member's anticipated and/or actual work schedule upon less than five (5) days' written notice to the bargaining unit member.

- P. The Board shall provide appropriate training to any bargaining unit member who is responsible for screening/admitting visitors to the school building(s).
- Q. The Board shall provide appropriate training to any bargaining unit member who is responsible for administering medication to students.
- R. No bargaining unit member shall be required to arrange for or obtain a substitute employee to fill-in for the member's absence.
- S. Maintenance members required to report to work on school property during non-work hours will be compensated a minimum of three (3) hours of pay at the rate of 1.5 times their respective regular hourly rate; however, if a maintenance member is required to report to work on a paid non-work day (such as calamity day, paid leave days or holidays), s/he shall be paid a minimum of three (3) hours of pay at the regular hourly rate in addition to the paid leave.

#### **ARTICLE 19. CALAMITY DAYS**

- A. All maintenance and custodial staff members shall report for work on calamity days unless otherwise directed by the Superintendent or designee.
- B. Other members of the bargaining unit may be required to report to work on calamity days if directed by the Superintendent or designee.
- C. Any employee directed to report to work on calamity days will be compensated at their respective regular hourly rate for time worked on the calamity day plus calamity day pay.

#### **ARTICLE 20. CLOTHING / UNIFORM ALLOWANCES**

- A. The Board may require bargaining unit members in the following classifications to wear work uniforms: Educational Assistants who serve as bus attendants, Bus Drivers, Cleaners, Custodians, Maintenance and Mechanics.
- B. If the Board elects to furnish uniforms to the classifications specified in the preceding paragraph, the following provisions shall be applicable: (i) bargaining unit members

shall wear the uniforms at all times while working in the manner that the uniforms are generally visible and maintain the uniforms in a clean and neat fashion; (ii) bargaining unit members shall receive five (5) uniforms upon employment; (iii) Thereafter, upon request, such bargaining unit members shall receive two (2) replacement uniforms on an annual basis provided however that if the uniform includes one jacket, such jacket shall be replaced every third year; and/or (iv) the Board, at its cost, shall provide laundry service for uniforms worn by bargaining unit members in the Maintenance and Mechanics classifications.

- C. Upon separation from employment, the bargaining unit member shall return all uniforms currently in their possession. Final paychecks may be withheld until all Board-owned keys/key fobs, materials and equipment are returned by the bargaining unit member. The bargaining unit member shall receive notice at the time of separation as to what board-owned essentials must be returned.
- D. The Board, at its cost, will annually provide one (1) pair of steel-toe boots or other safety/work boots for bargaining unit members in the Custodian, Maintenance and Mechanic classifications. Bargaining unit members may select such boots on an individual basis up to a cost of \$100 provided however that any member who selects such boots with a cost greater than \$100 shall reimburse the Board for any cost greater than \$100.
- E. The Board, at its cost, shall provide safety glasses, on an as-needed basis, to bargaining unit members in the Maintenance classification.
- F. The Board shall comply with IRS and other applicable legal requirements regarding said uniforms and boots.

#### **ARTICLE 21. SECTION 125 PLAN**

- A. Bargaining unit members have the option to participate in the Board-adopted Section 125 Plan provided the Board continues to offer such a plan.
- B. The Board's current plan allows employees to participate in eligible medical reimbursement up to \$2,500 and eligible dependent care reimbursement up to \$5,000. Information regarding the plan is available through the Treasurer's office.
  - 1. On January 1, 2013, the Board shall contribute \$500 to the flexible spending account for each regular bargaining unit member employed as of January 1, 2013. The Board's contribution shall reduce the maximum amount of contribution that an employee is able to make into the plan by \$500. The Board's contribution is "use it or lose it" consistent with the terms of the plan. This is a one-time contribution by the Board, and there shall be no obligation for the Board to make any such contribution in the future.
  - 2. The Board shall waive the employee's monthly participation fee but only for calendar year 2013.

- C. There shall be an open enrollment period once during the calendar year.
- D. Any money left unused in the accounts at the end of the plan year will be neither refundable nor usable at any time in the future.
- E. Should a plan participant separate from employment at any time prior to the end of the calendar year, s/he will be responsible to re-pay the Board for any medical reimbursements that exceed the balance of available funds in his/her plan account at the time that his/her employment ends. Bargaining unit members shall be responsible for the cost of the monthly participant fee.

#### ARTICLE 22. SEVERANCE

- A. Upon initial entry into retirement status with a state retirement system and thirty (30) days written notice submitted prior to the last day of employment, a member with at least ten (10) years of continuous service with the District shall be paid twenty five percent (25%) of the value of his/her accrued but unused sick leave provided however such days shall be reduced by five percent (5%) for each year above thirty (30) years that the member has earned in his/her state retirement system at the time of retirement. Payment of any severance under this Article shall permanently eliminate any and all accrued, accumulated sick leave. The payment of severance shall not be considered as part of the member's final average salary for the retirement system.
- B. Any member who has previously retired under any state retirement system is not eligible for this severance payment.
- C. Payments shall only be made upon fulfillment of the following conditions:
  - 1. The member requests the severance payment, in writing, to the Superintendent thirty (30) days prior to his/her first day of retirement.
  - 2. The member must be in active service for the calendar year immediately prior to retirement.
  - 3. The rate paid will be the bargaining unit member's regular hourly rate averaged over the two (2) year period immediately preceding retirement and based on the member's percentage of F.T.E. averaged over the three (3) year period immediately preceding retirement. Supplemental contracts, extended service, overtime or any other compensation are not included in this calculation.
  - 4. The member must present satisfactory evidence to the Treasurer that he/she is eligible for retirement under the applicable rules and regulations of his/her state retirement system. Upon retirement, one-half (1/2) of the severance payment will be made within forty-five (45) days of the effective date of retirement, with the balance being paid the following January. Any deferral of severance pay to a 403(b) or 457(a) Plan must meet all applicable requirements of the Internal Revenue Code.

D. The Dedicated Service Award is eliminated effective July 1, 2011.

### **ARTICLE 23. ACADEMIC CREDIT / TUITION REIMBURSEMENT**

- A. The Board provides a planned sequence of continuing education activities for all employees. In-Service programs are presented annually for employees during Staff Development Day. All Service programs are presented annually for employees during Staff Development Day. All employees are encouraged to participate in the development of program preparation and are required to attend the activities.
- B. The Board will provide reimbursement for approved coursework. The maximum reimbursement per year for full-time employees is six (6) semester hours not to exceed \$1,400. The maximum reimbursement per year for part-time employees (who work at least twenty (20) hours or more per week) is six (6) semester hours not to exceed \$300. The coursework must be pre-approved by the Superintendent/designee and directly related to the employee's position to receive 100% reimbursement. If the pre-approved coursework is tangentially related, the District will reimburse 50% of the tuition.

### **ARTICLE 24. IN-SERVICE AND OTHER TRAINING**

Members may be required by the Board to attend in-service programs, outside training and such other instructional sessions provided it bears some relationship to the member's job responsibilities and work performance. This shall not include training required by law for acquiring and/or retaining employment such as licensure, certification and the like. If such programs, outside training and/or instructional sessions are in lieu of a member's paid workday or a portion thereof, s/he shall not receive additional compensation. If such programs, outside training and/or instructional sessions are in addition to the member's paid workday, s/he shall submit a timesheet for compensation.

### **ARTICLE 25. ISSUANCE OF PAYCHECKS**

- A. Bargaining unit members will be paid on the fifteenth (15<sup>th</sup>) day and last day of each month. If payday falls on a Saturday or Sunday direct deposits will be made on the preceding Friday.
- B. Extra Work is defined as any work assigned to and completed by a bargaining unit member that is above and beyond their regularly scheduled work.
- C. Extra Work completed between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month will be paid on the last day of the month. Extra Work completed between the sixteenth (16<sup>th</sup>) and the last day of the month will be paid on the fifteenth (15<sup>th</sup>) of the following month.

## **ARTICLE 26. TAX SHELTERED ANNUITIES / DEFERRED COMPENSATION**

Eligible bargaining unit members may participate through payroll deduction in any Board-offered tax sheltered annuity (IRC 403(b)) and/or deferred compensation (IRC 457(a)) programs.

## **ARTICLE 27. NEGOTIATING TEAMS**

- A. Each negotiating team shall be limited to no more than five (5) members including non-member representatives, plus up to two (2) alternates for each team.
- B. The composition of each party's negotiation team shall be determined at each respective party's sole discretion.
- C. The parties shall ensure that their respective negotiating teams shall be prepared to negotiate at all scheduled sessions and are authorized to make proposals, counterproposals and consider proposals and counterproposals.
- D. All negotiation sessions and related meetings shall be closed to the public.
- E. All negotiation sessions and related meetings shall be scheduled at mutually acceptable times and locations. Negotiation sessions shall be scheduled at reasonable intervals to avoid conflict and interference with school and employment schedules.
- F. Prior to the first negotiation session, the negotiating teams shall meet and agree on ground rules for negotiations.
- G. At the first negotiation session, all proposals for negotiations shall be submitted in writing by the Union to the Board and by the Board to the Union. Thereafter neither party shall be permitted to submit additional or new items for negotiation unless mutually agreed to by both parties. All proposals and counterproposals shall be in writing.
- H. During the course of negotiations, either negotiating team may, at its own expense, call upon persons or entities to offer information, provided such person or entity has special knowledge or experience in the matter under negotiation.
- I. During the course of negotiations, items tentatively agreed to shall be reduced to writing and signed by one member of each negotiating team.
- J. During the course of negotiations, the Board and Union agree to provide each other, upon written request, relevant, non-confidential information concerning the matters under negotiation.
- K. If agreement is reached on all items, the full agreement shall promptly be submitted for ratification by the Union. Upon such ratification, the full agreement shall be

promptly submitted to the Board for approval. The final agreement shall be signed by the Presidents of the respective parties and shall be binding on the parties.

- L. Within 30 days after signature by both parties, copies of the contract shall be made available to all Union members after the Union negotiating team has been given the opportunity to review the accuracy of the final version of the agreement. The Superintendent's office will be responsible for finalizing the agreement reached by the parties. The Superintendent's office will maintain the electronic copy of the final agreement reached by the parties and provide a copy of the electronic file to Union President.
- M. The Union shall not distribute or post on school grounds or property or at school activities any signs, notices, or leaflets related to, as a result of, and/or in connection with the substance of negotiations.

#### **ARTICLE 28. NO STRIKE**

During the term of this Agreement, neither the Union nor the members shall engage, assist, sanction or approve any strikes, work stoppages of any sort, slowdowns, withholding of services or any other concerted effort which interferes with, impedes or impairs the normal operation of the District. Any member who breaches this Article shall be discharged.

#### **ARTICLE 29. OPT-OUT OF CIVIL SERVICE**

To the maximum extent permitted by law, the parties agree to opt out of all applicable civil service laws contained in Chapter 124 of the Ohio Revised Code and any corresponding provisions of the Ohio Administrative Code.

#### **ARTICLE 30. OUTSOURCING**

- A. The Board shall be permitted to outsource bargaining unit work as it deems necessary and reasonable, provided that the outsourcing is done in good faith and for legitimate business reasons. Legitimate business reasons include, but are not limited to: i) a District-wide financial deficit or to avoid such any deficit; ii) a specific program or service area is operating with a financial deficit or to avoid such a deficit; and/or iii) the Board determines that substantial savings and/or greater efficiency can be recognized.
- B. It is the intent of the parties that this Article of the Agreement specifically prevails over and preempts the requirements of sections 124.321 and 124.34 of the Ohio Revised Code and any applicable law. Bargaining unit members affected by outsourcing shall be laid off and/or their positions abolished in accordance with the provisions of this Agreement.

## ARTICLE 31. SCOPE OF THE AGREEMENT

- A. If any provision(s) of this Agreement or any application of the Agreement shall be found contrary to law by a court of competent, final jurisdiction, then such provision(s) or application shall be deemed invalid except to the extent permitted by law. In such case, all other provisions herein stated shall continue in full force and effect.
- B. Nothing in this document shall prohibit any member from presenting views, proposals or grievances to the Superintendent or to the Board in accordance with established procedure.
- C. Except as otherwise provided by law or by specific provision contained herein, the operation of the District shall be the exclusive right and responsibility of the Board.
- D. The Board may amend its policy manual from time to time and shall provide written notice of such amendments to the Union President.
- E. All negotiated agreements made between the Board and the Union are specifically set forth in this document. No other agreements have been made or implied except as specifically set forth within this document. No other agreement shall be binding on either party except as specifically set forth in this document.
- F. This Agreement supersedes and cancels all previous Agreements between the Board and the Union, whether verbal or written or based on alleged past practices, the former "Classified Employment Manual/Handbook" and/or the former "Transportation Handbook", and shall constitute the full and complete commitment between both parties.
- G. The parties agree that all negotiable items have been discussed or were open for discussion during negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

## ARTICLE 32. TRANSPORTATION

- A. Bargaining Unit Transportation Work
  - 1. Bus Drivers shall mean those Board employees who are members of the bargaining unit in accordance with Article 2, Recognition.
  - 2. The following transportation work shall be assigned to available Bus Drivers:
    - a) All regularly recurring transportation pick-ups and drop-offs of regular and special education students attending one of the Beachwood City School District's schools;

- b) All regularly recurring transportation pick-ups and drop-offs of eligible Beachwood City School District residents who are not enrolled in the Beachwood City School District but who attend a private/parochial school; and
  - c) All Extra Duty Trips and Emergency Trips provided Bus Drivers are eligible for such additional work in accordance with limitations set forth in Sections F and G of this Article.
3. Notwithstanding the foregoing, the Board may elect to utilize the services of an outside vendor or short or long-term substitute employees as it so desires for the following work:
- a) Any non-recurring, urgent and/or emergency pick-ups and drop-offs within or outside of the geographical boundaries of the Beachwood City School District;
  - b) All regularly recurring transportation pick-ups and drops-offs of regular and/or special education students attending school outside of the geographical boundaries of the Beachwood City School District which means alternative schools for regular and special education students (examples: Tree of Knowledge, North Coast Academy, Julie Billiard, Eleanor Gerson, Bellefaire/Monarch School, East Pep) and alternative placements for special education students (examples: CCA, Fieldstone, Patrick Day). The Transportation Supervisor or designee will provide written notification prior to using an outside vendor for transportation services under this subsection;
  - c) Any regularly recurring transportation pick-ups and drop-offs of special education students requiring specialized transportation services due to a medically fragile condition and pursuant to an Individualized Education Plan which cannot be accommodated by a current and available school-owned/leased vehicle;
  - d) Any transportation services provided by the Board as part of a shared transportation arrangement with another school, school district or other governmental unit (example: Lawrence School, Excel TECC);
  - e) Any Extra Duty Trips and/or Emergency Trips not selected by a Bus Driver or for which no Bus Driver is eligible in accordance with the limitations set forth in Sections F and G of this Article;
  - f) Any Extra Duty Trips and/or Emergency Trips in accordance with F 7 and G 7 of this Article; and
  - g) Any transportation services determined by the Board to be impractical under

applicable law or any other transportation services discontinued by the Board.

B. Route & Route Package Assignments.

1. The Board shall develop, determine and revise Routes and Route Packages based on all relevant factors including but not limited to the location of the students electing school transportation, grade levels of the students riding the same bus, the length of riding time, pick-up and drop off factors, and/or unique characteristics of the route. Bus Drivers shall be expected to make suggestions on an ongoing basis to the Board or its designee regarding route designs to improve safety, services and cost efficiency.
2. Bus Drivers shall follow each route and the Route Package as developed, determined and/or revised by the Board or its designee, including but without limitation to the sequence of roads, streets, student pick-ups, student drop-offs, and any other stops.
3. A Routes Package shall mean an A.M. or P.M. route or the combination thereof, and Routes shall mean Mid-Day routes and Late Run routes.
4. An A.M. route is a regularly recurring route typically scheduled to be completed by 9:30 a.m.
5. A P.M. route is a regularly recurring route typically scheduled to be completed by 4:30 p.m.
6. A Mid-Day route is a regularly recurring route typically scheduled to start after 9:30 a.m. and end by 2:00 p.m.
7. A Late Run route is a regularly recurring route typically scheduled to start after 4:00 p.m. - 4:30 p.m.
8. A Route Package shall be paid at not less than 4 hours per day provided it contains both A.M. and P.M. routes. If the Route Package contains only an A.M. route or P.M. route due to the unavailability of additional work, the Route Package shall be paid at not less than 2 hours per day.
9. If the actual work time for any Route Package is less than 4 hours (or 2 hours if applicable), the Bus Driver shall be available to complete such other driving assignments or other work as directed by the Board or its designee to complete the paid work day.
10. Bus Drivers will be paid for the actual time to complete Mid-Day routes and/or Late Run routes. There shall be no minimum payment for Mid-Day routes and/or Late Run routes.

11. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their assigned Routes and/or Route Packages.
12. The Board may assign all or part of a Route or Route Package previously held by a Bus Driver when there is a vacancy.
13. Routes and Route Packages may be amended from time to time, including but not limited to during the employment year when such amendment will improve the safety, service and/or cost efficiency of the Board's transportation operations.
14. The Board reserves the right to require Bus Drivers and Mechanics to use Board-provided communication devices during the bargaining unit member's workday plus one hour before the commencement of such workday and one hour after the end of the workday. During the time period described in the previous sentence, Bus Drivers and Mechanics are responsible for maintaining possession of such communication devices and that such communication devices are powered on, charged and capable of immediate communication.

#### C. Bidding

1. At least five (5) days before the Bid Meeting, the Board shall post the list of available Route Packages which shall note the start time and end time of each route, the school(s) serviced, summary of the stops, the total estimated drive time for each Route and Route Package, and whether the Route or Route Package includes services to private and/or parochial schools. Nothing in this Article prevents the Board from starting certain Routes or Route Packages prior to the Bid Meeting based on the needs, calendars and schedules associated with such Routes or Route Packages, and such work shall be offered to bargaining unit members in descending order of Classification seniority for a temporary assignment until the completion of bidding provided such work is bargaining unit work as defined in this Article.
2. Dry runs of Routes and/or Route Packages shall typically occur 1-2 days prior to start of the school year.
3. At least five (5) days before the start of classes each year, Bus Drivers shall attend the Bid Meeting to bid on available Route Packages and Routes. At the Bid Meeting, Bus Drivers shall bid in descending order of Classification seniority on available Route Packages and Routes provided that each such Bus Driver has completed and successfully passed his/her annual physical examination in accordance with applicable state regulations and further that the combination of a Bus Driver's selected Route Package and Route(s) (excluding Pre-Route and Post-Route Serving) may not exceed seven and one-half (7½) hours per days or thirty-seven and one-half (37½) hours per week. Such annual physical examinations shall be made available to bargaining unit members, at the Board's cost, by the end of each fiscal year.

4. Any Routes and/or Route Packages not available for bidding at the Bid Meeting shall be subject to the bidding procedures herein when such Routes and/or Route Packages become available.
5. The Routes and Route Packages shall contain the estimated drive time for each Route or Route Package, the number of driving days, and the relevant school calendars, if available. Each Bus Driver shall have no more than fifteen (15) minutes to select an available Route and/or Route Package.
6. In the event that a Bus Driver has not completed the annual physical examination and in-service training in accord with applicable state regulations provided such in-service is scheduled prior to bidding, the Bus Driver will not be eligible to participate in bidding and/or driving for the Board and may be placed on an unpaid medical leave for a period not to exceed sixty (60) days.
7. If after the completion of the Bid Meeting, a Bus Driver becomes eligible for an assigned Route and/or Route Package, such Bus Driver shall be assigned an available Route and/or Route Package as determined appropriate by the Board or its designee.
8. Each Bus Driver shall be paid one (1) hour at his/her applicable hourly rate for attending the Bid Meeting. If a Bus Driver is unable to attend the Bid Meeting, the Bus Driver shall submit a written notice prior to the Bid Meeting to the Board or its designee that a proxy has been given to another Bus Driver who shall then be permitted to engage in the bidding procedures on behalf of the absent Bus Driver. If a Bus Driver is unable to attend the Bid Meeting and fails to submit a written proxy notice prior to the Bid Meeting to the Board or its designee, he or she will be assigned the remaining available Route(s) and/or Route Package after all the Bus Drivers present have bid or those submitting written proxy notices prior to their absence have completed their respective selection.
9. Buses and vans are not subject to any form of bidding and shall be assigned by the Board at its sole discretion.

#### D. Paid Time & Work Year

1. After the Bid Meeting and prior to any adjustment made in accordance with the following paragraph, the Bus Driver shall be paid based on the estimated times for the selected Routes and/or Route Packages.
2. Each Bus Driver completing his/her assigned Route and/or Route Package shall also be paid thirty (30) minutes per day for all Pre-Route and Post-Route Servicing.
3. During the months of September or October and thereafter if necessary, the total estimated time for the Routes and Route Packages shall be adjusted to reflect the

actual driving time of the Bus Driver. The Board or its designee may utilize payroll time accumulation and GPS-gathered information to track and/or verify actual driving time and related information. The Board or its designee may utilize payroll time accumulation and GPS-gathered information to adjust (increase or decrease) the paid time for each Bus Driver. For the initial portion of the work year (*i.e.* August, September, October), Bus Drivers shall receive spread pay based on the previous work year's spread pay and for newly hired Bus Drivers, the spread pay for the initial portion of the work year (*i.e.*, August, September, October) shall be based on estimated drive time.

4. If, at any time, one or more of the Routes or Route Packages changes (increases or decreases) by less than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Bus Driver shall be notified in writing of the changed Route time and/or Route Package time prior to the adjustment of the Bus Driver's paid time and be given an opportunity to meet and discuss such adjustment.
5. If, at any time, one or more of the Routes or Route Packages increases by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Board shall schedule and hold a Bid Meeting within seven (7) days of the Transportation Supervisor's implementation of a change. At such a Bid Meeting, only those Bus Drivers with greater Classification seniority (and less driving time in the affected Route or Route Package) than the Bus Driver with the changed Routes or Route Packages will be able to re-bid.
6. If, at any time, one or more of the Routes or Route Packages decreases by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Board shall schedule and hold a Bid Meeting within seven (7) days of the Transportation Supervisor's implementation of a change. At such a Bid Meeting, only those Bus Drivers with less Classification seniority and more driving time in the affected Route or Route Package than the Bus Driver with the changed Routes or Route Packages will be able to re-bid.
7. The Board may add to, subtract from, and/or otherwise modify the Routes and Route Packages to respond to the needs of the District without re-bidding the Routes and/or Route Packages. However, in the event that a Route or Route Package changes by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) minutes per week, the Board shall schedule and hold a Bid Meeting within seven (7) days of determining that a Route or Route Package has changed by more than forty-five (45) minutes per day or three (3) hours and forty-five (45) hours per week. At such a Bid Meeting, the same process outlined in preceding paragraphs 5 and 6 will be followed.
8. A Bus Driver's Work Year shall be the student attendance days only for those students for whom the Bus Driver is responsible for providing transportation services. For example, Bus Drivers whose Routes and/or Route Packages include

private and/or parochial school transportation services are required to drive those assignments every day that the private and/or parochial school is in session, and the private/parochial school year shall become the Work Year of the Bus Driver(s) assigned such Routes and/or Route Packages. Any days or portions thereof when such private/parochial schools or such other schools are not scheduled to be in session are not workdays for Bus Drivers whose Routes and/or Route Packages include such private/parochial schools or such other schools. Bus Drivers whose Routes and/or Route Packages include private/parochial schools or other schools with student attendance calendars different than the Beachwood Schools shall not be compensated for any days or portions thereof when any such private/parochial schools or such other schools are not scheduled to be in session. A Bus Driver's Work Year shall include any make-up days, without any additional compensation, if the maximum number of calamity days under applicable law is exceeded.

9. Any additional work days or portions thereof shall be "time-card" days, and the Bus Drivers reporting to work on such days shall be paid for actual work time at their applicable hourly rate during the payroll period that immediately follows the "time-card" day(s). Bus Drivers shall report to work on all scheduled "time-card" days. Failure to report to work on a "time-card" day and/or complete assigned duties during a "time-card" day may be grounds for discipline.

#### E. General Obligations.

1. Bus Drivers shall follow each route and the Route Package as developed, determined and/or revised by the Board, including but without limitation to the sequence of roads, streets, and stops. Non-Driving Time shall be paid at the rate of \$16.00 per hour for current drivers (*i.e.*, as of November 2, 2011) on steps 1-6 and \$20.00 per hour for current drivers (*i.e.*, as of November 2, 2011) on steps 7-15. Non-Driving Time shall be paid at the rate of \$15.00 per hour regardless of step for drivers hired after November 2, 2012. Non-Driving Time is any non-driving time during a round-trip Extra Duty Trip or Emergency Trip that begins when the Bus Driver parks the bus after student drop-off and ends when the Bus Driver begins the process of student pick-up.
2. Pre-Route Servicing and Post-Route Servicing shall include but not be limited to filling the fuel tank, inspecting the bus, its engine and fluid levels, sweeping the bus, and cleaning the interior of the bus and the windows of the bus. Pre-Route Servicing shall be completed prior to leaving the Board's bus garage facility for the first route of the day. A walk-around inspection (from the Ohio CDL Manual) and a lights check shall be completed prior to leaving for Mid-day, P.M., and/or Late runs, if applicable. Post-Route Servicing shall be completed after returning to the Board's bus garage facility after the last route is completed for the day.
3. Each Regular Bus Driver shall complete fifteen (15) minutes of Pre-Trip Servicing prior to commencing an Extra Duty Trip and fifteen (15) minutes of

Post-Trip Servicing. Pre-Trip Servicing and Post-Trip Servicing shall include but not be limited to filling the fuel tank, inspecting the engine and other fluid levels, sweeping the bus, and cleaning of the interior of the bus and the windows of the bus.

4. The Board or its designee may install and operate audio and/or video equipment on each school vehicle and any information gathered from such audio and/or video equipment may be used in any disciplinary proceeding.

#### F. Extra Duty Trips

1. Extra Duty Trips are trip assignments that include field trips, other student activity trips, and athletic trips on school buses provided such trips comply with applicable law and regulations.
2. When the Board receives a request for an Extra Duty Trip, the Board shall date/time stamp the request upon receipt and add in the order of receipt to the list of available Extra Duty Trips. The estimated work time for each Extra Duty Trip shall include an estimated work time for the trip, which shall include fifteen (15) minutes of Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. All Extra Duty Trips received by Thursday at 7:00 a.m. will be posted for bid each Thursday morning by 10:00 a.m., and the bidding period shall close on Friday at 10:00 a.m. Trips for the week posted will be awarded beginning at 12:00 p.m. on Friday.
3. Bus Drivers will bid first on Extra Duty Trips listed on the posting before bidding closes on Friday at 10:00 a.m.; however, any Bus Driver who will be put into Overtime Status (*i.e.* more than 40 hours worked per workweek for the relevant workweek) based on the estimated work time for the trip as a result of any Extra Duty Trip is not eligible to bid on such Extra Duty Trip(s). Further, a Bus Driver is not eligible to bid on any Extra Duty Trip where the Bus Driver would not be able to complete fully and without modification his/her assigned Routes and/or Route Packages. For each list of Extra Duty Trips, Bus Drivers shall bid in descending order of Classification seniority on available Extra Duty Trips.
4. Bus Drivers s will be paid for the actual time to complete the Extra Duty Trip plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. There shall be no minimum payment for Extra Duty Trips.
5. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to enable him/her to become eligible to bid on an Extra Duty Trip.
6. Bus Drivers may not trade with and/or assign to another Bus Driver their respective Extra Duty Trips and/or any portion thereof.

7. The Board reserves the right to determine, in its sole discretion, that private charter service is preferred for certain field trips, other student activity trips and athletic trips and that such work will not be assigned to the Bus Drivers as Extra Duty Trips.
8. Bus Drivers shall complete and maintain possession of the paperwork and documentation delineated by OAC 3301-83-16 (C) during all field trip and other assignments. Failure to comply with this requirement may be grounds for discipline. Trip permits shall include and provide the following information: date of trip; destination; purpose of trip; name of school district; Bus Driver's name; bus registration number; total miles of trip; designated meal stops; route map to the destination; and name of owner of bus or designee's signature.
9. Bus Drivers shall be compensated for Extra Duty Trips during the pay period that immediately follows the pay period when such work was performed (e.g., work performed during the first 15 days of the month shall be paid on the last day of the month).

#### G. Emergency Trips

1. An Emergency Trip is any trip received without enough notice to add to the Extra Duty Trip list prior to posting or any Trip booked with less than 48 hours' notice. The estimated work time for each Emergency Trip shall include an estimated work time for the trip, which shall include fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing.
2. Emergency Trips may be assigned to Bus Drivers without the need for bidding or re-bidding the Routes and Route Packages.
3. Emergency Trips will be made available to Bus Drivers in descending order of Classification seniority; however, any Bus Driver who will be put into Overtime Status (*i.e.* more than 40 hours worked per workweek for the relevant workweek) based on the estimated work time for the trip as a result of any Emergency Trip is not eligible to drive such Emergency Trip(s). Further, a Bus Driver is not eligible to drive any Emergency Trip where the Bus Driver would not be able to complete fully and without modification his/her Routes and/or Route Packages.
4. Bus Drivers s will be paid for the actual time to complete the Emergency Trips plus fifteen (15) minutes of the Pre-Trip Servicing and fifteen (15) minutes of Post-Trip Servicing. There shall be no minimum payment for Emergency Trips.
5. Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to enable him/her to become eligible to bid on an Emergency Trip.
6. Bus Drivers may not trade with and/or assign to another Bus Driver their

respective Emergency Trips and/or any portion thereof.

7. The Board reserves the right to determine, in its sole discretion, that private coach service is preferred for certain field trips, other student activity trips and athletic trips and that such work will not be assigned to the Bus Drivers as Emergency Trips.
8. Bus Drivers shall complete and maintain possession of the paperwork and documentation delineated by OAC 3301-83-16 (C) during all field trip and other assignments. Failure to comply with this requirement may be grounds for discipline. Trip permits shall include and provide the following information: date of trip; destination; purpose of trip; name of school district; Bus Driver's name; bus registration number; total miles of trip; designated meal stops; route map to the destination; and name of owner of bus or designee's signature.
9. Bus Drivers shall be compensated for Emergency Trips during the pay period that immediately follows the pay period when such work was performed (e.g., work performed during the first 15 days of the month shall be paid on the last day of the month).

#### H. Accident Procedures

1. When a Bus Driver is involved in any accident or incident resulting in personal injury or property damage, he/she shall immediately without delay report it to the Board or its designee and to the police and paramedics (if necessary). All incidents must be reported, no matter how minor. Any collisions may result in the driver undergoing retraining as directed by the Board or its designee.
2. Formal disciplinary action shall be commensurate with the nature of the accident, amount of damage or loss; Bus Driver's accident record (e.g., repeated offenses); and such other relevant factors:

#### I. Miscellaneous

1. A non-regular Mid-Day Route which becomes available due to an extended absence, resignation or retirement where such availability is expected to be greater than 10 workdays shall be bid by one (1) Bus Driver based on a Classification seniority basis provided that any such Bus Driver who will be put into Overtime Status (*i.e.*, more than 40 hours worked per workweek for the relevant workweek) because of the non-regular Mid-Day Route is not eligible for such work. Additionally, Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to enable him/her to become eligible to bid on a non-regular Mid-Day Route. Bus Drivers may not trade with and/or assign to another Bus Driver a non-regular Mid-Day Route and/or any portion thereof. The additional work described in this

paragraph shall not trigger a change in eligibility for healthcare, prescription drug, dental and vision insurance coverages.

2. A non-regular Mid-Day Route which becomes available due to an extended absence, resignation or retirement where such availability is expected to be 10 workdays or less shall be bid by the Bus Drivers based on Classification seniority on a daily basis provided that any such Bus Driver who will be put into Overtime Status (*i.e.*, more than 40 hours worked per workweek for the relevant workweek) because of the non-regular Mid-Day Route is not eligible for such work. Additionally, Bus Drivers may not trade with and/or assign to another Bus Driver any portion of their respective Routes and Route Packages to enable him/her to become eligible to bid on a non-regular Mid-Day Route. Bus Drivers may not trade with and/or assign to another Bus Driver a non-regular Mid-Day Route and/or any portion thereof. The additional work described in this paragraph shall not trigger a change in eligibility for healthcare, prescription drug, dental and vision insurance coverages.
3. The communications device designated by the Board or its designee shall be the primary method of communicating safety sensitive information.

### **ARTICLE 33. WAGES**

- A. Bargaining unit members employed by the Board prior to and/or as of January 18, 2012 shall be compensated on the Hourly Rate Schedules attached hereto as Appendix E-1. For the duration of this Agreement, each such bargaining unit member's hourly rate shall be "frozen" at the same hourly rate as s/he received during the 2010-2011 contract year. For the duration of this Agreement, there shall be no step increases above each bargaining unit member's respective step during the 2010-2011 work year.
- B. Bargaining unit members commencing new employment with the Board after January 18, 2012 shall be compensated on the Hourly Rate Schedules attached hereto as Appendix E-2. For the duration of this Agreement, there shall be no step increases above each bargaining unit member's respective step placement at the time of hiring.
- C. All bargaining unit members employed by the Board as of July 1, 2012 shall receive a one-time, lump-sum payment equal to two percent (2%) of the bargaining unit member's 2011-2012 compensation received as a member of the bargaining unit member.
  1. When calculating the amount of the one-time, lump-sum 2% payment, the following forms of compensation shall be excluded overtime pay, longevity pay and/or compensation paid in accordance with any supplemental contracts.
  2. This payment shall be made during the July 15, 2012 payroll.

3. This payment shall not operate in any way that adjusts the Hourly Rate Schedules in Appendices E-1 or E-2.

D. Longevity Program

1. To be eligible to participate in the Longevity Program, a bargaining unit member must:
  - a. have been employed by the Board prior to and/or as of January 18, 2012; and
  - b. be currently and regularly assigned twenty (20) hours or more per week; and
  - c. have received an overall satisfactory performance evaluation during the preceding work year; and
  - d. have at least thirteen (13) years of service for the Board. For calculating years of service for the Board, September 30<sup>th</sup> shall be the cut-off date, meaning that bargaining unit members with employment dates after September 30<sup>th</sup> will not be given credit for that year.
2. The following award levels shall apply to bargaining unit members eligible to participate in the Longevity Program.
  - a. For those eligible bargaining unit members who are currently and regularly scheduled to work at least thirty-five (35) hours per week shall receive the following annual, lump-sum payment based upon years of service for the Board:

i. 13 years to 18 years:	\$700
ii. 19 years to 23 years:	\$1,000
iii. 24 years and up:	\$1,250
  - b. For eligible bargaining unit members who are currently and regularly scheduled to work at least twenty (20) per week but less than thirty-five (35) hours per week shall receive the following annual, lump-sum payment based upon years of service for the Board:
    - i. 14 years through 24 years: \$500
  - c. Awards will be paid with the eligible bargaining unit member's regular paycheck; no separate paycheck will be issued.
3. Bargaining unit members commencing new employment with the Board after January 18, 2012 shall not be eligible to participate in the Longevity Pay program.

**ARTICLE 34. HEALTHCARE, PRESCRIPTION DRUG, DENTAL, VISION AND LIFE INSURANCE COVERAGES**

- A. Until January 31, 2012, bargaining unit members employed by the Board shall be entitled to the healthcare, prescription drug, dental and vision insurance coverages currently in effect.
- B. Until January 31, 2012, each bargaining unit member shall contribute five percent (5%) of the monthly premiums for the healthcare, prescription drug, dental and vision insurance coverages currently in effect.
- C. As of the end of the day on January 31, 2012, the healthcare, prescription drug, and dental insurance coverages currently in effect shall be forever discontinued and terminated with no “grandfather” rights for any bargaining unit member.
- D. Eligibility. Effective February 1, 2012, in order to be eligible for healthcare, prescription drug, dental and/or vision insurance coverages under this Contract, a bargaining unit member must regularly work no less than twenty-five (25) hours per week throughout the course of his/her regular work year. The eligibility standard identified in this provision shall apply to all bargaining unit members during the term of this Contract, and no bargaining unit shall be grandfathered under any previous insurance eligibility determination.
- E. Plan Designs. Effective February 1, 2012, eligible bargaining unit members shall be entitled to the healthcare, prescription drug, dental and vision benefit coverage identified below:

1. Healthcare Insurance:

<b>Benefit Type</b>	<b>Benefit Level</b>
Deductible - Single/Family (network)	\$800/\$1,600
Deductible - Single/Family (non-network)	\$1,600/\$3,200
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	\$1,600/\$3,200
Co-Insurance Maximum - Single/Family (non-network)	\$3,200/\$6,400
Annual Out of Pocket Maximum - Single/Family (network)	\$2,400/\$4,800
Annual Out of Pocket Maximum - Single/Family (non-network)	\$4,800/\$9,600
Office Visit Copay – Primary Care	\$20
Office Visit Copay – Specialist	\$40
Emergency Room	\$150
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	\$40

2. Prescription Drug Insurance:

Benefit Type	Benefit Level
Generic Copay	\$15 retail, 30 days (initial filling and up to 2 refills) \$30 (after third retail filling) \$30 (mail order, 90 days)
Formulary Copay	\$30 retail, 30 days (initial filling and up to 2 refills) \$60 (after third retail filling) \$60 (mail order, 90 days)
Non-Formulary Copay	\$45 retail, 30 days (initial filling and up to 2 refills) \$90 (after third retail filling) \$90 (mail order, 90 days)

3. Dental Insurance:

Benefit Type	Benefit Level
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (Single/Family)	\$50 / \$100
Preventive Services	100%, UCR
Restorative Services	80%, UCR after deductible
Complex Services	80%, UCR after deductible
Orthodontia	Not Covered

4. Vision

Benefit Type	Benefit Level
Vision Exam	Every 12 months
Prescription Glasses (Lenses and Frames)	Every 24 months
Contact Lens Care	Every 24 months

F. Employee Contribution. Effective February 1, 2012, bargaining unit members shall be responsible to contribute toward the cost of the monthly insurance premiums for healthcare, prescription drug, dental and vision as follows:

1. For bargaining unit members who are regularly scheduled to work at least thirty-five (35) hours per week:
  - a. Ten percent (10%) for single coverage(s);
  - b. Ten percent (10%) for family coverage(s).
2. For those bargaining unit members regularly scheduled to work less than thirty-five (35) hours per week but at least twenty-five (25) hours per week:
  - a. Ten percent (10%) for single or family coverage plus
  - b. An additional contribution calculated as follows: the numerator in the formula shall be the difference between thirty-five (35) and the bargaining unit member's regular weekly hours; the denominator shall be thirty-five (35).

For example, a bargaining unit member who is regularly scheduled to work 28 hours per work week will be responsible for 30%: 35 hours minus 28 hours = 7 hours; 7 hours divided by 35 hours = 20%) *plus* 10% for a total contribution of 30% for monthly premiums for healthcare, prescription drug, dental and vision coverage.

3. The contribution schedule identified in this provision shall apply to all bargaining unit members during the term of this Contract, and no bargaining unit shall be grandfathered under any previous insurance contribution calculation.

G. Specific Rules for Eligibility and Contributions for Bus Drivers. Eligibility to participate in the Board's healthcare, prescription drug, dental and vision insurance coverages and the calculation of the bargaining unit member's premium contribution toward the monthly cost of such insurance coverages shall be based on each Bus Driver's regular Routes and Route Packages (including any applicable Pre-Trip Servicing for regular Routes and Route Packages but excluding Extra Duty Trips, Emergency Trips, and any Pre-Trip Servicing for Extra Duty Trips and Emergency Trips). Said eligibility and premium contribution calculation shall be determined on or about September 30<sup>th</sup> (effective October 15<sup>th</sup> payroll) for the first portion of the work year and adjusted, if necessary, on or about January 31<sup>st</sup> (effective February 15<sup>th</sup> payroll).

1. At the start of each work year and until on or about September 30<sup>th</sup> each year, said eligibility shall be determined based on the estimated paid time associated with the Route or Route Package bid on or otherwise assigned to each Bus Driver (including any applicable Pre-Trip Servicing for regular Routes and Route Packages but excluding Extra Duty Trips, Emergency Trips, and any Pre-Trip Servicing for Extra Duty Trips and Emergency Trips).
2. At the start of each work year and until on or about September 30<sup>th</sup> each year, premium contributions shall be based on each Bus Driver's respective payroll hours from the previous school year excluding Extra Duty Trips, Emergency Trips and related pre-servicing time.

H. Open Enrollment. The open enrollment period for healthcare, prescription drug, dental and vision insurance shall be from November 15<sup>th</sup> through December 15<sup>th</sup> of each calendar year.

I. Spousal Certification. If an eligible bargaining unit member's spouse is working or is retired and has healthcare, prescription drug, dental and/or vision insurance available to him/her, that spouse is not eligible for such coverage under the District's insurance plan (healthcare, prescription drug, dental and/or vision). Upon the spouse's enrollment in his/her employer's/retirement system's insurance coverage plan, that coverage will become the primary payor of benefits, and the coverage by the Board will become the secondary payor of benefits provided the covered employee elected family coverage with the Board. Each bargaining unit member shall complete and

submit the necessary documentation to the Board annually relating to the working/retired spouse's coverage. Failure of the bargaining unit member to do so shall result in the immediate loss of eligibility for the employee's spouse for healthcare, prescription drug, dental and/or vision).

1. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
  2. A spouse of an eligible bargaining unit member excluded from the District's healthcare and prescription drug insurance coverage under this section may participate in the District's dental and/or vision coverage if such coverage is not available through the spouse's employer.
- J. Bargaining unit members that are married shall have the option of choosing either one family insurance plan or two single insurance plans. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.
- K. Carrier Changes. The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall be comparable to the coverage provided by the present carrier(s) as of the effective date of this contract. While the Board retains the final decision concerning the carrier(s), the Board will consult with the Beachwood Healthcare Committee prior to any change in carrier(s). The Board will also notify the Beachwood Union of Support Staff in writing at least thirty (30) days prior to any change in carrier(s). In the event of a change in carrier(s), preexisting conditions will not be excluded from coverage.
- L. Life Insurance. A group term life insurance policy will be provided to each bargaining unit member who is regularly scheduled to work at least thirty-five (35) hours per week. The amount of the policy for an eligible bargaining unit member shall be fifty thousand dollars (\$50,000). Bargaining unit members employed by the Board as of January 18, 2012 will be grandfathered at his/her current life insurance level.
- M. Insurance Waiver. Eligible bargaining unit members who elect to forego all insurance coverage provided by the Board (healthcare and prescription drug only) shall be eligible for a one-time annual payment of \$1,000. An eligible bargaining unit member's insurance coverage waiver shall apply to one-full 12-month year. The \$1,000 annual payment shall be paid in 50% installments twice during the relevant 12-month period (May and November) after the bargaining unit member completes his/her employment for which the insurance coverage would have been in effect. Eligible bargaining unit members who complete a partial employment year will receive a pro-rated payment commensurate with the partial employment year. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.

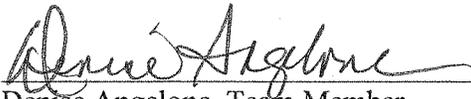
N. Healthcare Committee. Subject to the agreement and consent of the authorized representatives of both the Beachwood Federation of Teachers, AFT, Local 1468 and the Beachwood Educational Interpreters Union, AFT, Local 6358, two (2) BUSS members shall be appointed by the BUSS President to participate on the Beachwood Health Care Committee.

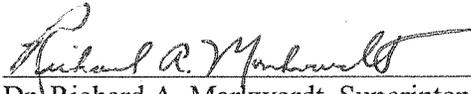
**ARTICLE 35. SIGNATURE LETTER**

The authorized representatives of the respective parties have set forth their signatures hereunder this \_\_\_\_\_ day of January, 2012.

  
Allan Bobincheck, Local President

  
Dr. Brian Weiss, Board President

  
Denise Angelone, Team Member

  
Dr. Richard A. Markwardt, Superintendent

  
Colleen Schachtel, Team Member

  
Michele Mills, Treasurer

  
Kim Luther, OFT/AFT Field Services Coord.

APPENDIX A

DUES DEDUCTIONS

Beachwood Union of Support Staff  
AFT/OFT Local #6480

I hereby authorize the Beachwood City School District Board of Education to make consecutive and equal payroll deductions in my payroll checks/payments to pay my annual dues for Beachwood Union of Support Staff, AFT/OFT Local #6480. I understand that the deductions will continue unless I notify the Beachwood City School District Board of Education that the deductions are to be canceled.

Deduction amount per pay: \_\_\_\_\_\*

Payment is to be forwarded to: Beachwood Union of Support Staff  
AFT/OFT Local #6480

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*This amount is subject to change over time as requested by the Union. Dues shall be charged based on the following compensation tiers: (a) annual compensation greater than \$18,000; (b) annual compensation of \$12,000 to \$18,000; or (c) annual compensation less than \$12,000.

This form needs to be submitted in triplicate with one copy to the Payroll, one copy to Human Resources, and one copy to the Union President.

**APPENDIX B**

**CANCELLATION OF DUES DEDUCTIONS**

Beachwood Union of Support Staff  
AFT/OFT Local #6480

I hereby notify the Beachwood City School District Board of Education to cancel all dues deduction from my salary checks for the Beachwood Union of Support Staff, AFT/OFT Local #6480 starting with my next paycheck.

---

Signature

---

Date

**APPENDIX C**  
**GRIEVANCE FORM**  
Number \_\_\_\_\_

Name of Grievant(s): \_\_\_\_\_

State the grievance in clear and concise terms, specifying express provision(s) of the Agreement allegedly violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s): \_\_\_\_\_

Date \_\_\_\_\_

-----

**Date of Informal Meeting:** \_\_\_\_\_

-----

**Step 1** Grievance Filing Date: \_\_\_\_\_

**Step 1** Meeting Date (if any): \_\_\_\_\_

**Step 1** Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

-----

**Step 2** Grievance Filing Date: \_\_\_\_\_

**Step 2** Meeting Date (if any): \_\_\_\_\_

**Step 2** Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**APPENDIX D**

**WAIVER OF INSURANCE BENEFITS**

Effective \_\_\_\_\_, I hereby waive the following coverages under the Beachwood City School District Board of Education's health insurance program:

- Medical /Prescription
- Dental
- Vision

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Personnel File  
Payroll Department

APPENDIX E-1

Bus Driver

STEP	January 18, 2012 – June 30, 2013
1	18.24
2	18.70
3	19.17
4	19.65
5	20.14
6	20.64
7	21.16
8	21.69
9	22.23
10	22.79
11	23.36
12	23.94
13	24.54
14	25.15
15	25.78

Cleaner

STEP	January 18, 2012 – June 30, 2013
1	14.57
2	14.93
3	15.30
4	15.68
5	16.07
6	16.47
7	16.88
8	17.30
9	17.73
10	18.17
11	18.62
12	19.09
13	19.57
14	20.06
15	20.56

**APPENDIX E-1**

**Custodian**

	Grade I (Head Custodian)	Grade II (formerly III)
STEP	January 18, 2012 – June 30, 2013	January 18, 2012 – June 30, 2013
1	19.38	16.89
2	19.86	17.31
3	20.36	17.74
4	20.87	18.18
5	21.39	18.64
6	21.93	18.93
7	22.48	19.58
8	23.04	20.07
9	23.61	20.57
10	24.20	21.09
11	24.81	21.62
12	25.43	22.16
13	26.06	22.71
14	26.72	23.28
15	27.38	23.86

**Mechanic**

STEP	January 18, 2012 – June 30, 2013
1	24.15
2	24.76
3	25.38
4	26.01
5	26.66
6	27.33
7	28.01
8	28.71
9	29.43
10	30.17
11	30.92
12	31.69
13	32.49
14	33.30
15	34.13

**APPENDIX E-1**

Maintenance

	Grade I (Maintenance)	Grade II (Grounds)
STEP	January 18, 2012 – June 30, 2013	January 18, 2012 – June 30, 2013
1	24.15	19.80
2	24.76	20.29
3	25.38	20.80
4	26.01	21.32
5	26.66	21.85
6	27.33	22.40
7	28.01	22.96
8	28.71	23.53
9	29.43	24.12
10	30.17	24.72
11	30.92	25.34
12	31.69	25.98
13	32.49	26.63
14	33.30	27.29
15	34.13	27.97

Library/Media Assistant\*

STEP	January 18, 2012 – June 30, 2013
1	16.05
2	16.45
3	16.87
4	17.29
5	17.72
6	18.16
7	18.62
8	19.08
9	19.56
10	20.05
11	20.55
12	21.06
13	21.59
14	22.13
15	22.68

\*The Before/After-Care Coordinator is paid on the Library/Media Assistant schedule.

**APPENDIX E-1**

Special Education Nurse Attendant\*

STEP	January 18, 2012 – June 30, 2013
1	25.42
2	26.06
3	26.71
4	27.38
5	28.06
6	28.77
7	29.49
8	30.22
9	30.98
10	31.75

\*The Special Education Nurse Attendant position is a specialized form of a Special Education Assistant.

Secretary I and II

	I (J. Cudlip, L. Joyner only)	II
STEP	January 18, 2012 – June 30, 2013	January 18, 2012 – June 30, 2013
1	21.81	17.27
2	22.36	17.70
3	22.92	18.14
4	23.49	18.59
5	24.08	19.05
6	24.68	19.53
7	25.30	20.02
8	25.93	20.52
9	26.58	21.03
10	27.24	21.56
11	27.92	22.10
12	28.62	22.65
13	29.34	23.22
14	30.07	23.80
15	30.82	24.40

**APPENDIX E-1**

**Office Assistant**

<b>STEP</b>	<b>January 18, 2012 – June 30, 2013</b>
1	16.17
2	16.57
3	16.98
4	17.40
5	17.84
6	18.29
7	18.75
8	19.22
9	19.70
10	20.19

**Instructional Assistant**

<b>STEP</b>	<b>January 18, 2012 – June 30, 2013</b>
1	14.26
2	14.61
3	14.98
4	15.35
5	15.74
6	16.13
7	16.53
8	16.95
9	17.37
10	17.80
11	18.25
12	18.71
13	19.17
14	19.65
15	20.14

**APPENDIX E-1**

Preschool Assistant

STEP	January 18, 2012 – June 30, 2013
1	10.03
2	10.28
3	10.54
4	10.80
5	11.07
6	11.35
7	11.63
8	11.92
9	12.22
10	12.53
11	12.84
12	13.16
13	13.49
14	13.83
15	14.18

Special Education Assistant\*

STEP	January 18, 2012 – June 30, 2013
1	18.06
2	18.51
3	18.97
4	19.45
5	19.93
6	20.43
7	20.94
8	21.46
9	22.00
10	22.55
11	23.11
12	23.69
13	24.28
14	24.89
15	25.51

\*The Deaf Education Mentor is a specialized type of Special Education Assistant.

**APPENDIX E-2**

**Bus Driver**

STEP	January 18, 2012 through June 30, 2013
1	16.00
2-3	16.24
4-5	16.48
6-8	16.73
9-12	16.98
13-16	17.23
17-20	17.49
21+	17.75

**Cleaner**

STEP	January 18, 2012 through June 30, 2013
1	11.00
2-3	11.17
4-5	11.34
6-8	11.51
9-12	11.68
13-16	11.86
17-20	12.04
21+	12.22

**Custodian**

STEP	Grade I (Head Custodian)	Grade II
	January 18, 2012 through June 30, 2013	January 18, 2012 through June 30, 2013
1	14.42	12.98
2-3	14.64	13.18
4-5	14.86	13.37
6-8	15.08	13.57
9-12	15.31	13.78
13-16	15.54	13.98
17-20	15.77	14.19
21+	16.00	14.40

**APPENDIX E-2**

**Mechanic**

STEP	January 18, 2012 through June 30, 2013
1	19.23
2-3	19.52
4-5	19.81
6-8	20.11
9-12	20.41
13-16	20.72
17-20	21.03
21+	21.34

**Maintenance**

STEP	Grade I (Maintenance)	Grade II (Grounds)
	January 18, 2012 through June 30, 2013	January 18, 2012 through June 30, 2013
1	19.23	17.31
2-3	19.52	17.57
4-5	19.81	17.83
6-8	20.11	18.10
9-12	20.41	18.37
13-16	20.72	18.65
17-20	21.03	18.93
21+	21.34	19.21

**Library/Media Assistant**

STEP	January 18, 2012 through June 30, 2013
1	13.71
2-3	13.91
4-5	14.12
6-8	14.33
9-12	14.55
13-16	14.77
17-20	14.99
21+	15.21

**APPENDIX E-2**

Special Education Assistant (Nurse Attendant-RN only)

STEP	January 18, 2012 through June 30, 2013
1	22.32
2-3	22.66
4-5	23.00
6-8	23.34
9-12	23.69
13-16	24.05
17-20	24.41
21+	24.78

Secretarial I, II, III

	I (Secretary to Principal)	II (All other assignments except part-time)	III (part-time)
Step	January 18, 2012 through June 30, 2013	January 18, 2012 through June 30, 2013	January 18, 2012 through June 30, 2013
1	18.00	16.20	14.58
2-3	18.27	16.44	14.80
4-5	18.54	16.69	15.02
6-8	18.82	16.94	15.25
9-12	19.10	17.19	15.48
13-16	19.39	17.45	15.71
17-20	19.68	17.71	15.95
21+	19.98	17.98	16.19

Office Assistant

STEP	January 18, 2012 through June 30, 2013
1	10.00
2-3	10.15
4-5	10.30
6-8	10.45
9-12	10.61
13-16	10.77
17-20	10.93
21+	11.09

## APPENDIX E-2

### Instructional Assistant

STEP	January 18, 2012 through June 30, 2013
1	13.39
2-3	13.59
4-5	13.80
6-8	14.00
9-12	14.21
13-16	14.43
17-20	14.64
21+	14.86

### Preschool Assistant

STEP	January 18, 2012 through June 30, 2013
1	8.00
2-3	8.12
4.5	8.24
6-8	8.36
9-12	8.49
13-16	8.62
17-20	8.75
21+	8.88

### Special Education Assistant

STEP	January 18, 2012 through June 30, 2013
1	14.45
2-3	14.67
4-5	14.89
6-8	15.11
9-12	15.34
13-16	15.57
17-20	15.80
21+	16.04

<b>1</b>	
120 days.....	18
240 days.....	14, 15

**A**

Absent without approved leave .....	11, 12
Academic credit/tuition reimbursement.....	24
Accounts Payable Coordinator .....	1
Administrative assistant to Assistant Superintendent.....	1
Administrative assistant to Pupil Services Director.....	1
Administrative assistant to Supervisor of Buildings & Grounds.....	1
Administrative assistant to the Superintendent	1
Administrators.....	1
Agendas .....	3
American Arbitration Association.....	10
Arbitrator.....	10
Attendance .....	1, 15
AWOL.....	17

**B**

Bid Meeting .....	30, 31, 32
Building Principal.....	9
Bulletin Board.....	3, 7
Bureau of Criminal Identification and Investigation .....	4
Bus Drivers 1,9, 19, 21, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37	

**C**

Calamity days.....	21
Chapter 4117 of the Ohio Revised Code .....	2
Cleaners.....	1, 9, 22
Clothing/Uniform Allowances .....	21
Commendation.....	6
Compensation Schedule.....	8
Confidential Employees.....	1, 2
Criminal Background Records Check.....	4
Custodial staff.....	21

**D**

Deductions.....	2
Deferred Compensation .....	25
Demotion or discharge .....	6
Dental Insurance.....	39
Director of Human Resources/Director of Curriculum .....	1
Director of Pupil Services .....	9
Director of Transportation .....	9
Disability .....	12, 13

Disciplinary Meeting.....	6
Disciplinary Procedures .....	6
Discrimination.....	2
Dues Decuctions and Fair share.....	2
Duplicating Coordinator .....	2

**E**

Early Departure.....	15
Educational Assistants .....	1, 19, 20, 21
Emergency Trips .....	28, 35, 36, 41
EMIS Coordinator .....	1
Evaluation .....	5, 16
Excluded .....	1
Extra Duty Trips .....	28, 34, 35

**F**

Fair Share Fee .....	2
Family & Medical Leave Act.....	14
Federal Mediation & Conciliation Service .....	10
Finances .....	4
Full-time.....	1, 24
Funeral Leave.....	13

**G**

Gainful Employment .....	13
Grievance.....	5, 6, 8, 9, 10, 11, 12
Grievance Procedure .....	8, 9, 10

**H**

Healthcare Insurance.....	39
Holidays .....	15

**I**

Immediate Family .....	11, 13
Included .....	1
Informal Procedure.....	9
Informal meeting .....	9
Initiation Fees .....	2
In-Service .....	4, 20, 24
Instructional Assistants.....	1, 9, 18
Interpreters .....	1
Inter-School Mail Delivery .....	3
Issuance of Paychecks.....	24

**L**

Late Call-In .....	15, 16
Leaves .....	11, 12, 13, 14, 15
Library/Media Assistants .....	1, 9, 18
Life-Insurance .....	39, 42
Longevity Program.....	38
"Loudermill" Hearings .....	2

**M**

Maintenance ..... 1, 9, 18, 19, 21, 22  
 Management Rights .....4  
 Mechanics..... 1, 9, 19, 21, 22, 30  
 Membership .....2, 3, 4  
 Membership meeting .....3, 4

**N**

Negotiations .....4, 25, 26, 27  
 Negotiation Sessions .....25  
 Negotiating Teams.....25  
 No Strike .....26  
 Non-Member .....2, 25  
 Non-Political Union Business.....3  
 Nonprofessional .....1

**O**

Office Assistants .....1, 9, 19  
 Ohio law.....4  
 Ohio Revised Code 4117.09(C) .....3  
 Opt-Out of Civil Service .....26

**P**

Paid Vacation Leave.....13, 14  
 Part-Time ..... 1, 18, 24, 44, 56  
 Payroll Coordinator .....1  
 Payroll Deductions.....3, 44  
 Performance Improvement plan .....5  
 Personal Illness .....11  
 Personal Leave.....3, 12, 13, 14  
 Personnel File ..... 5, 6, 7, 8, 16, 47  
 Policies.....2, 10  
 Posting ..... 3, 7, 19, 34, 35  
 Post-Route Servicing.....31, 33  
 Pre-Disciplinary.....2  
 Pregnancy .....11  
 Pre-Route Servicing .....33  
 Preschool Assistants .....1, 9  
 Prescription Drug Insurance .....40, 42, 47  
 Principals .....1, 6  
 Probationary Period .....4, 5  
 Program Director .....9  
 Progressive Corrective Action .....6, 7  
 Purchasing Agent.....1

**Q**

Qualifications.....4

**R**

Recognition.....1, 2, 19, 27  
 Retirement.....12, 23, 36, 37, 41

Route & Route Package Assignments ..... 29

**S**

School Mailboxes..... 3  
 Scope of the Agreement ..... 27  
 Seasonal and Casual Employees..... 1  
 Secretaries .....1, 9, 19  
 SECTION 125 PLAN..... 22  
 Separation from employment .....14, 22  
 Severance ..... 23  
 Sick Leave..... 3, 11, 12, 13, 14, 15, 16, 23  
 Special Education Assistants.....1, 9  
 Staff Development Day..... 24  
 Staffing..... 4  
 Substitutes ..... 1  
 Supervisor of Building & Grounds ..... 9  
 Supervisors .....1, 9  
 Surveillance and Electronic Monitoring  
 Equipment ..... 7  
 Suspension Without Pay.....6, 7

**T**

Tardiness.....15, 16  
 Tax Sheltered Annuities ..... 25  
 Teachers .....1, 20, 43  
 Transportation .. 27, 28, 29, 30, 31, 32, 33, 34, 37

**U**

Union Dues ..... 3  
 Union Leave ..... 3  
 Union Meetings ..... 4  
 Union President.....3, 4, 26  
 Union Representation.....8, 9, 15  
 Union Rights ..... 3  
 Unpaid Leave .....11, 12, 13, 17  
 Unreported Absences ..... 16  
 Unrestricted Personal Day..... 13

**V**

Verbal Warning..... 6  
 Vision .....37, 39, 40

**W**

Wages ..... 37  
 Work Standards ..... 4  
 Written Reprimand..... 6

**Y**

Year-Round Position ..... 12





