



12-MED-03-0258
1830-02
K29940
10/02/2013

NEGOTIATED AGREEMENT

BETWEEN THE

**BENTON-CARROLL-SALEM LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**CLASSIFIED EMPLOYEES
OAPSE LOCAL #437**

Effective July 1, 2012 – through June 30, 2015

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ARTICLE I - RECOGNITION

A. The Benton-Carroll-Salem Local Board of Education (hereinafter referred to as the "Board") recognizes the Benton-Carroll-Salem #437 School Employees Association (hereinafter referred to as the "Association") affiliated with the Ohio Association of Public School Employees, as the bargaining representative for all classified personnel employed, excluding probationary employees, substitutes and central office personnel. Central office personnel shall include the Superintendent's Secretary, three assistants to the Treasurer, Transportation Supervisor and Director of Food Service.

B. Fair Share Fee

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

An internal rebate procedure will be used that will conform to all state and federal laws.

The Association agrees to defend (by providing full legal defense) and save the Board harmless against judgments, costs, expenses or other liability the Board might incur as a result of implementation and enforcement of this fair share fee section.

C. Recognition of the Board

The Association recognizes the Board as the legally elected local body charged with and having authority to establish policies for the operation of schools and providing for public education in the Benton-Carroll-Salem School District, and as the employer of all classified persons of the school system, and as such has authority as outlined in the Ohio Code.

Both the Board and the Association recognize that classified personnel have the right to organize, to join and support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Classified personnel shall not be discriminated against on the basis of sex, age, marital status, race, creed, or national origin.

D. Recognition of the Local Superintendent

The Association and the Board recognize the Local Superintendent as the chief executive officer and primary professional advisor of the Board, who, as such, may actively participate in the negotiations process as a representative of the Board.

E. Membership in Professional Organizations

Both the Board and the Association recognize that classified personnel have the right to organize, to join and support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization

may set criteria for membership, but may not exclude classified personnel as members on the basis of sex, marital status, race, creed or national origin.

F. Definitions

1. Agreement – This Negotiated Agreement between the Board and the Union.
2. Board or Board of Education – The Benton-Carroll-Salem Local School District acting in its official capacity.
3. Day – A calendar day, unless otherwise indicated.
4. District – Benton-Carroll-Salem Local School District.
5. Employee – A member of the bargaining unit.
6. Employer – Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education.
7. Local – Local #437.
8. Local Union Representative – Local officers/building steward.
9. OAPSE Representative – OAPSE/AFSCME staff representative.
10. O.R.C. – The Ohio Revised Code.
11. Pre-trip Inspection – As defined in Section 3301-83-11 of the Ohio Pupil Transportation Operation and Safety Rules, and by the pre-trip form.
12. Superintendent – Superintendent or designee.
13. Union – OAPSE/AFSCME Local #4 and its Local #437.
14. Workday – A weekday, except for contractually recognized holidays.

ARTICLE II - NEGOTIATION PROCEDURES

A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Association to the Superintendent or by the Superintendent to the President of the Association 120-130 calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than 120 days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.

Meetings shall be scheduled so as not to interfere with the normal work schedule of employees. If meetings are required by the Board during normal work hours, the employee will be paid his/her regular daily wages.

B. Submission of Issues

All issues for negotiations by the Association and Board shall be submitted in writing at the first meeting.

C. Negotiation Procedures

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

D. Negotiating Teams and Consultants

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed four members each. Neither party shall have control over the negotiation or bargaining unit representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams. In addition to said teams, each party shall be authorized to admit no more than three (3) observers to each meeting. Such observers shall be without the right to speak or communicate to either party, unless mutually agreed to by both parties.

The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the parties requesting them.

E. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus in privacy.

F. Progress Reports

During negotiations, interim reports will be made to the Association by its representatives and to the Board by its representatives. Information from such reports will be regarded as proposals only and should be confidential information within the organization concerned.

G. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

H. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced in writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association. The Board will consider adoption of the agreement following ratification by the Association. When adopted by the Board, the agreement shall become part of the official Board minutes and be binding on both parties. Said agreement shall be

signed by the Board's representative and by the representative of the Association. The Board will type the original copy of the agreement and furnish all bargaining unit employees with a copy.

I. Impasse

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
2. Impasse is a point in negotiations when the parties are unwilling or unable to make further concessions and are therefore unable to make progress toward settlement.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by "the parties".
4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

5. The mediator has no authority to recommend or to bind either party to any agreements.
6. Notwithstanding any other provisions of this Article, the parties shall retain all rights and privileges as provided for under R.C. 4117.

J. No Strike

There shall be no strike, slow down, or work stoppage sanctioned by the Union for the duration of this Agreement. There shall be no lockout by the Board during the life of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as an alleged misapplication, misinterpretation or violation of only the specific and express written provisions of this Agreement.
2. A grievant is a member of the bargaining unit who files a grievance, or in the event of a group grievance, the Association.
3. A day is defined as a day the Board office is open, Mondays through Fridays excluding holidays.

B. Time Limits

Since it is important that a grievance be processed as rapidly as possible the number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. Failure of the employer to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being deemed waived and void.

Representation

The employee has the right to have a union representative present at any formal meeting.

D. Reprisals

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

E. Procedure

Informal Step:

Within ten (10) days of the occurrence of an alleged violation or within ten (10) days of the employee's knowledge of an alleged violation, an employee who has a grievance shall first discuss it with the appropriate supervisor in an attempt to resolve the matter informally.

Formal Step:

Step 1:

If the grievance is not resolved at the informal level, within ten (10) days the employee or local Association official will present the grievance in writing to the supervisor or appropriate designated person. Within ten (10) days after the presentation of the grievance, the supervisor or designee shall respond to the grievance in writing to the employee.

Step 2:

If the grievance is not resolved in Step 1, the employee or the local Association representative may, within ten (10) days of receipt of the supervisor's answer, submit to the Superintendent, or his/her designated representative, the answer at Step 1 with the original grievance statement. The grievant or the Superintendent or his/her designee may submit any and all documentation and evidence in support of their position at this step.

The Superintendent or his/her designee, shall give the employee or the local Association representative an answer in writing no later than fifteen (15) days after receipt of the written grievance.

Step 3:

If the union is not satisfied with the disposition of the grievance at Step 2 the grievance shall be referred for expedited mediation pursuant to the rules of the F.M.C.S. The grievant's request for expedited mediation shall be made within ten (10) days following the receipt of the disposition of the grievance by the Superintendent or his/her designee.

Step 4:

If the union is not satisfied with the disposition of the grievance at Step 3, the union may request a hearing before an Arbitrator. The request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance by the Board. The grievant's request for arbitration shall be by filing a notice with the "Statement of Grievance" attached thereto along and a copy of said Notice served on the Board's representative.

Such request for arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misapplied and the remedy sought.

The parties may mutually petition the American Arbitration Association (A.A.A.) to provide both parties with a list or lists, of names in which an Arbitrator will be selected and notified in accordance with the rules of the A.A.A. The decision of the Arbitrator shall be binding.

Once the Arbitrator has been selected, s/he shall conduct a hearing on the grievance in accordance with the rules and regulations of the A.A.A.

F. Power of the Arbitrator

1. It shall be the function of the arbitrator and s/he shall be empowered except as the powers are limited below, after due investigation to make a binding decision.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
3. The arbitrator shall have no power to establish salary schedules or change salary schedules.
4. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.
5. In the event that a case is appealed to an arbitrator on which s/he determines s/he has no power to rule, it shall be referred back to the Association, with a notification to the Administrator, without decision, or recommendation on its merit.
6. There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Administration and the Board.
7. The fees and expenses of the arbitrator shall be borne by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness's regular hours of employment.

G. Grievance Forms

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

ARTICLE IV - RELEASE TIME

The Board agrees to permit the President of the Association or his/her designee, Local #437, up to 4 hours per month to conduct union business. Additional time may be granted upon request. Release time shall not be cumulative.

This time will be used to investigate complaints, process grievances and visit work sites. Release time shall be permitted only with the prior consent of the Superintendent or his/her designee. Release time may be denied for any particular date with the understanding that denial will be based on legitimate scheduling concerns only.

Release time will be paid by the Board at the employee's regular hourly rate.

ARTICLE V - SUB CONTRACTING

No outside contractor may be used to eliminate an employee's job or to reduce the regular work hours of an employee.

ARTICLE VI - DISCIPLINE/SUSPENSION

A. Discipline/Suspension

In matters of poor job performance, violation of Board rules, regulations and safety conduct, incompetency, inefficiency, dishonesty, use of an intoxicant or illegal drug on the job, conviction of felony criminal offenses relating to sexual misconduct, child abuse or child endangering, conviction of misdemeanor offenses if the offense affects the ability of the employee to perform his/her duties, insubordination, discourteous treatment of the public or neglect of duties, the following procedure shall be observed:

- Step 1. Oral Warning (informal)
- Step 2. Written Reprimand (formal)
- Step 3. Suspension (without pay)
- Step 4. Termination

Depending on the severity of the offense, the most immediate supervisor at Steps 1 and 2, or the Superintendent or his/her designee at Steps 3 and 4, may initiate disciplinary action. Actions which constitute a danger to students or other personnel shall be automatic grounds to consider termination.

A union representative of the employee's choice may accompany the bargaining unit member at all levels of discipline. Only suspension without pay or termination shall be subject to the grievance procedure. This shall rule out any appeal of termination to the judicial system. The employee may submit a letter of rebuttal to their discipline.

Before the Board acts on a termination recommendation of a classified employee, written notice shall be given to the employee ten (10) days prior to the action. The employee may meet with the Superintendent or his/her designee informally prior to the action to show cause why the action should not be taken.

Records of disciplinary action may not be removed from an employee's file. Disciplinary records (with the exception of those relating to child abuse and/or sexual misconduct) that have been placed in an employee's personnel file shall not be used in conjunction with the progressive disciplinary process described in Article VI of the current collective bargaining agreement after a period of twenty-four (24) months from the date of the last occurrence of improper conduct as long as no intervening disciplinary action is pending or has been taken within that twenty-four (24) month period.

An employee shall receive a copy of any "written reprimand" before it is placed in the personnel file or it will be invalid. Failure of the employee to sign the "written reprimand" will not prevent it from being placed in their file. The administrator or supervisor will note, with a witness, that the employee was presented a copy of the "written reprimand" and refused to sign it.

ARTICLE VII - OVERTIME

A. The standard work week shall be 12:01 A.M. Sunday through 11:59 P.M. the following Saturday; forty (40) hours per week.

B. All hours worked in excess of forty (40) hours per week, shall be paid at time and one-half regular pay.

In lieu of pay, an employee working overtime may request that they be given credit in the form of compensatory time off of work. Employees may be allowed to accumulate a maximum of 40 hours of compensatory time from July 1st to June 30th.

Compensatory time may only be used with the approval of the employee's immediate supervisor. Compensatory time off must be requested in writing with a minimum of twenty-four hours notice.

Accumulated hours will not be carried over into the next contract year. All unused accumulated hours shall be paid out no later than the second pay in July.

C. The time that an employee is compensated for paid leave in relation to overtime and compensatory time-off shall be calculated according to Administrative Policy 4251.

D. Payment of overtime shall be paid by the second pay period following the pay period in which the overtime was accrued.

E. Extra/Overtime shall be assigned by the building principal with the approval of the Superintendent or his/her designee using a weekly sign-up sheet. A continual rotation by building seniority shall be used.

F. Custodians who work on Saturday will receive a .50 cent shift premium.

ARTICLE VIII - VACANCIES

A. When the Board makes a determination to fill a vacancy that occurs within a classification or assignment (or to fill a vacancy created by the establishment of a new position), it shall be posted within ten (10) working days of the Board receiving notice from the employee who is leaving. The notice shall be posted for a period of five (5) working days. Posting will be on the bulletin board of each school, bus garage, and maintenance building. A copy shall also be sent to the association president. Postings shall include classification, building/location, shift, and job description. All job vacancies shall be e-mailed to all employees.

Any vacancy or new position posted on or before November 30th of each school year will be filled by the Board through the procedure identified in section B of this article if a qualified applicant, as determined by the Board, is identified.

An individual newly employed (or re-employed) by the Board of Education after December 1st of any school year will only be eligible for a one (1) year limited contract if re-employed for the subsequent school year.

Any vacancy or new position posted on or after December 1 of each school year will be filled through the procedure identified in section B of this article, if a qualified applicant, as determined by the Board, is identified. The employment of an individual for a position posted after December 1st will occur no later than the start of the subsequent school year if a qualified applicant, as determined by the Board, is identified.

All positions will be filled within forty (40) working days of the Board's decision to fill the position.

Any position that increases in hours by sixty minutes or more will be reposted.

- B. Any bargaining unit member may apply (using approved application forms including a current resume) to his/her supervisor and/or building principal. In selecting an employee for the vacant position, the Board shall use the following guidelines:
1. Consideration shall be given to all bargaining unit members and those deemed qualified will be granted an interview.
 2. The best candidate for a vacancy will be recommended for the vacancy, providing they meet all the qualifications on the job description. If two or more bargaining unit members are the final best candidates for the vacancy, the member with the highest system seniority shall be awarded the position.
 3. Any applicant who properly applies for a position and is selected for an interview may be subject to testing to determine qualifications. The purpose of this testing is to assist the Board in determining if an applicant possesses the basic qualifications for the position. If testing is performed, a committee consisting of representatives from administration and OAPSE will review job descriptions and collaborate on the content/subject areas for the test.
 - a. The Board will develop all evaluation instruments.
 - b. Job postings will include a listing of essential functions for the position and a statement that informs all applicants that they may be subject to a written evaluation as part of the interview process.
 - c. Job descriptions which outline essential functions for the position and many of the necessary skills will be available at the Board Office. All written evaluations will focus on the knowledge, skills and/or abilities identified in the job description as being necessary to successfully perform the duties of the position.
 4. Applicants from the outside shall be considered after all qualified bargaining unit members have been interviewed. If a candidate is selected from outside the bargaining unit, s/he shall be the most qualified.
- C. The Board of Education shall retain the discretion to determine if a vacancy exists. Nothing in this article shall preclude the right of the Board from hiring outside the school system after item B above has been satisfied.
- D. Bargaining unit members are allowed to carry no more than four (4) years of compensation - service credit when moving into a new job classification.
- E. Probationary Contracts:
1. Newly hired employees shall be probationary employees for a period of sixty (60) working days. During this sixty day period, the employee is not permitted to bid on any other positions in the District. Upon the completion of a successful sixty day probationary period and receipt of an acceptable BCI check, the employee will be issued a regular contract for the remainder of the one year period. S/he shall be considered a regular employee then and shall be covered by all provisions of this Agreement. If s/he is offered another contract after the first year, it shall be for

a two year duration. If the newly hired employee has an unsuccessful probationary experience, as determined by the employer, s/he may be terminated at any time during the sixty day period. Such action shall not be subject to the terms or conditions of this agreement.

2. Newly hired employees shall have no seniority during their probationary period, but upon successful completion of the probationary period their seniority shall be calculated from the original date of employment by the Board.
3. Newly hired employees shall receive any fringe benefits during their probationary period.
4. Employees shall not take time off during the twenty (20) work days after a transfer, unless approved by the Superintendent.
5. Previously hired employees who are granted a transfer request or who voluntarily change classifications shall be probationary employees for twenty (20) compensated work days (excluding leave days, holidays or vacations). The usual fringe benefits shall be given to the employee.
6. During the twenty (20) day probationary period the employee or the Board may initiate a transfer back to his/her former position. This action shall not be subject to the grievance procedure.
7. A new employee shall remain on probationary status until the employee has completed sixty (60) work days, which shall not include sick leave or any other type of leave period.
8. Any probationary period may be extended for another full period of time by mutual consent of both parties.

ARTICLE IX LAY-OFF AND RECALL

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

Computer Services
Custodial-Maintenance
Food Service
Pupil Services (Aides, Monitors, etc.)
Pupil Transportation
Secretarial

System seniority shall be defined as the length of continuous employment with the Board of Education as computed from the most recent date of hire. Job classification seniority shall be defined as the total length of employment by an employee in a particular job classification.

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such lay-off.
 1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
 2. The Board shall determine in which classifications the layoff(s) will occur and will identify the specific position and the employee initially affected by the layoff.

- a. Prior to introducing forced reductions in a classification, the Board has agreed to accept written voluntary layoff requests within a classification. Employees must respond within two (2) working days. If there are no volunteers Board action will be taken. Employees may also volunteer at any point in the bumping procedure.
 3. Twenty (20) working days prior to the effective date of any layoff, the Superintendent or his/her designee will provide the Local Union President, or designee, a list of all employees indicating their system and job classification hire dates, classification position, and indicate which positions will be eliminated.
 4. Upon notification by the Superintendent or his/her designee to the local union president/designee the union will meet with the affected employee to explain the employee's options. The employee shall have up to twenty-four (24) hours after receiving notice of the layoff to notify the Superintendent or his/her designee of his/her decision regarding bumping.
 5. Any employee affected by a reduction, whether directly or indirectly, shall be granted bumping (displacing a less senior employee) rights using the following guidelines:
 - a. An employee electing to exercise their bumping rights must do so in his/her classification prior to being eligible to bump in another classification identified. The employee is entitled to bump a less senior employee with equal or lesser hours in his/her same classification. The employee must be qualified to perform the job duties on the effective date of the layoff.
 - b. When an employee can no longer exercise her/his job classification seniority, she/he may use system seniority to displace a less senior employee in a formerly held classification or in a position for which the employee is deemed qualified by the Superintendent.
 6. The Superintendent or his/her designee will provide written notification to the affected employee(s) of their layoff.
- B. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees. Names shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
1. Vacancies which occur in an existing position in the classification of layoff shall be first offered to existing employees within the classification according to Article VIII, and if still unfilled, to employees on the recall list. Employees with the most seniority on the recall list may decline the position in writing before the next person on the list may be considered. Job qualifications must be met. If the employee is least senior and declines the position, the employee is removed from the recall list. The next to least senior is reoffered the job.
 2. If a new position is created after a RIF has taken place, anyone from any classification in the bargaining unit may apply for the position along with former employees whose names are still on the recall list.
 3. Laid off employees will be called as substitutes before other people on the sub list, provided they are on the sub list.
 4. The employee's name shall remain on the appropriate list for a period of 24 months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

5. An employee may be removed from the recall list if s/he
 - a. Waives his/her recall rights in writing.
 - b. Resigns.
 - c. Fails to respond and/or accept recall to a position for which s/he is certified within five (5) working days of notification.
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or his/her designee, or by hand delivery.

ARTICLE X - LEAVES

A. Sick Leave Credit

Employees may accumulate sick leave at the rate of 1-1/4 days per month up to 15 days per year. A total of 315 days may be accumulated and the unused sick leave is transferable within the State of Ohio. Employees transferring to the Benton-Carroll-Salem Schools will submit a statement of sick leave credit signed by the treasurer or Superintendent of schools or his/her designee. New employees will be granted 5 days sick leave in advance which will be a part of the 15 days that may be accumulated for the year. Substitutes are excluded.

B. Proper Use of Sick Leave

1. For personal illness, injury, or exposure to a contagious disease which is communicable to others. If requested, the employee must furnish a statement of care from a doctor beginning with the third successive day of absence.
2. For illness in the immediate family. If necessary, an employee may use sick leave for illness in the immediate family. "Immediate family" is defined to include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandparents and grandchildren or any other relative living under the same roof.
3. An employee may use 3 days for each death in the immediate family. A maximum of 2 days may be approved annually for a death other than in the immediate family. Additional time may be granted to the above when necessary.
4. Pregnancy, childbirth and related medical conditions may not be treated any differently from other equally disabling conditions or illnesses for the purpose of granting sick leave.
5. Special situations not covered in this policy will be presented by the principal to the Superintendent or his/her designee for a decision.

C. Bereavement Policy

1. All classified employees may use one (1) day of absence from their regular duties for death of an immediate family member. This day will not be charged against their sick leave.
 - a. Immediate family for this section shall be defined as: father, mother, spouse, and child.
 - b. Additional days shall be deducted from sick leave as defined above.

D. OAPSE Business Leave

The Board agrees to permit two (2) elected delegates of the Association, Local 437 leave of three (3) days to attend the Annual OAPSE Conference with continuity of salary.

E. Jury Duty

All school employees are encouraged to serve as members of a jury when the situation arises. Full compensation will be paid and a substitute will be provided when necessary.

In compliance with State law, compensation earned as a juror, except meal and travel allowances, will be remitted to the Board of Education.

F. Military Leave

Will conform to ORC 3319.085.

G. Leave of Absence

1. Requests for leave of absence are discouraged by the Board. However, anyone believing that s/he has sufficient reason to request a leave of absence, shall file such request with the local Superintendent or his/her designee. Each such request will be considered separately by the Board on its relative merit. If leave of absence is granted, seniority will cease when the employee leaves, and resume when s/he returns to active duty. The employee on a leave of absence must request, in writing to the Superintendent or his/her designee, their intention to return to work sixty (60) days prior to the expiration of the leave.
2. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while s/he was on leave.
3. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if s/he is hired by the Board as a regular employee within a year after his/her employment as a replacement, s/he shall receive credit for his/her length of service with the Board during such replacement period.
4. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

H. Personal Leave Days

1. Each school year an employee shall be granted up to (3) three days of personal leave, with no loss of compensation, when it is necessary to be absent from work for reasons not covered by any other type of leave. An employee hired after the start of the school year shall be granted two (2) days of

- personal leave. An employee hired after January 1 shall be granted one (1) day of personal leave for the school year.
2. Requests for personal leave shall be submitted to the building principal or immediate supervisor upon the proper form and submitted at least three (3) days prior to (except in extenuating or emergency circumstances) the leave.
 3. All leave shall be granted subject to the conditions contained herein:
 - a. Leaves may not be used to extend vacation, to go on vacation, to accompany a spouse on a business trip, recreational activity (golf outings, tennis tournaments; etc.) or for any activities whether personal or business, that can be transacted or carried out on other than school time.
 - b. Leave may not be used for any reason that is related to another job or outside employment, nor may it be used to secure other employment. An exception to this will be made to this provision when the need to seek other employment is due to an action of the Board of Education.
 - c. Personal days may not be taken during the last five (5) days of the school year and not before a vacation day or holiday.
 4. The employee's signature upon the application is his/her certification that the leave is not in violation of the conditions for leave as outlined in this section.
 5. Exceptions to these conditions can only be granted by the Superintendent or his/her designee.
 6. If there is substantial reason for the principal or Superintendent or his/her designee to believe the conditions have been violated, the employee shall meet with the principal or Superintendent or his/her designee to discuss the reason(s). The employee may have union representation at the meeting with the principal or Superintendent or his/her designee. Violation of the policy may result in loss of pay equal to the number of days misused. The continued misuse of personal leave will be grounds for termination.
 7. Any unused personal days shall be converted on June 30th or upon the termination of employment to sick leave using the following guidelines:

1 personal day = ½ sick day
2 personal days = 1 sick day
3 personal days = 1 & ½ sick days

I. Assault Leave

- a. In the event of physical disability that is the result of a physical assault by a student of the district upon a classified employee while in the employment of the district, the employee may apply for assault leave. Assault leave will not be charged against sick leave or personal leave.
- b. Such leave may be granted by the Board upon written request of the employee and a signed statement of a licensed physician. The physician's statement must specify the nature and duration of the disability. The employee may also be required to submit to an examination by a Board appointed physician at the Board's expense.
- c. The leave shall not exceed twenty (20) days and the assaulted employee shall file charges against the perpetrator with the appropriate law enforcement agency. Assault leave will not be

granted and/or any days used must be reimbursed to the Board if it is found by a court of competent jurisdiction that the employee committed a criminal assault against the person causing the injury.

- d. If the employee receives Worker's Compensation for days covered by this provision, the employee shall turn over the money paid by Worker's Compensation for days during which they received assault leave pay.
- e. Falsification of any statement pertaining to the application, medical records, or criminal charges shall be grounds for discipline and/or termination.

J. Family Leave

In accord with Federal law, the Board of Education shall provide up to twelve (12) work weeks of unpaid leave for all classified members during any contract year for one of the following reasons:

1. The birth or care of a child
2. The adoption or foster care of a child
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

If the Superintendent or his/her designee and the staff member agree, such leave may be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child. A staff member has the right, however, to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

The Superintendent or his/her designee may require the staff member to transfer temporarily to an alternative position, at the same compensation, when the intermittent or reduced-schedule leave is foreseeable and the transfer better accommodates recurring periods of leave, if the leave periods exceed twenty percent (20%) of the total number of workdays encompassing the period of anticipated leave.

Whenever the leave is necessitated by a serious health condition of the staff member of his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent or his/her designee with thirty (30) days notice. If there is insufficient time to provide such notice because of the need for treatment, the staff member shall provide such notice as early as practicable. The staff member shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the District.

The Board shall require, or the staff member may request, that all accrued paid vacation leave, medical or sick leave, or personal leave be used to substitute for the family leave described in this policy. In cases in which the District has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

In the case of a health condition of a family member, the Superintendent or his/her designee is directed to obtain medical certification from the physician of the staff member or his/her family member, including:

1. the date the serious health condition began
2. the probable duration
3. appropriate medical facts regarding the condition
4. a statement that the staff member is needed to care for the family member
5. an estimate of the amount of time needed for such care.

In the event of the staff member's own health condition, a statement from his/her physician will be required which states that the staff member is unable to perform the functions of his/her position. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent or his/her designee to ensure minimal disruption to the students' program.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider and, in the event of conflict, the opinion of a third health provider whose decision shall be binding and final. The staff member shall provide the District with a statement from his/her physician that s/he is able to assume full-time responsibilities for his/her position.

At the end of any leave described in this policy, the Board shall restore the staff member to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the staff member's current coverage under the District's health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during the leave period.

During the twelve (12) week period, even if the employee has less than 60 days of accrued sick leave, current health benefits shall be maintained if the employee is enrolled at the time of application, for up to a maximum of 60 days (compensation of sick and family leave). After the 60 days, health expenses may be maintained at the employee's expense during the course of a leave of absence. Continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period.

ARTICLE XI - SAFETY

The Board will comply with County and State requirements.

ARTICLE XII - WORKMAN'S COMPENSATION

All employees are covered by Workman's Compensation during the time they are performing work for the Benton-Carroll-Salem School District. In order to make a claim, all injuries should be reported immediately to the employee's immediate supervisor who in turn should notify the Superintendent's office. The claim form should be picked up and taken to the doctor on the first visit unless it is an extreme emergency.

ARTICLE XIII PAID HOLIDAYS

- A. Nine and ten month employees are entitled to legal holidays on New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- B. Twelve month employees are entitled to legal holidays on New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's. In cold weather the head custodian must be responsible for the protection of the building.

ARTICLE XIV - VACATIONS

All full-time classified employees, after five years of service, shall receive one extra day of paid vacation, up to a maximum of 25 days for 25 or more years of service.

All hourly employees, with vacation, shall take vacation at a time mutually agreed to with the immediate supervisor. Vacation time granted during the time school is in session will be held to no more than five (5) days in succession.

1-5 yrs.	-	10 days	11 yrs.	-	16 days
6 yrs.	-	11 days	12 yrs.	-	17 days
7 yrs.	-	12 days	13 yrs.	-	18 days
8 yrs.	-	13 days	14 yrs.	-	19 days
9 yrs.	-	14 days	15 yrs.	-	20 days
10 yrs.	-	15 days	25 yrs.	-	25 days

Employees may elect to carry over from year to year or to be paid for a maximum of five (5) unused vacation days. The employee must elect to either carry over or be paid. They cannot elect both or a combination of carry over and payment.

ARTICLE XV - HEALTH AND LIFE INSURANCE

Members shall be eligible for Prescription Drug, Dental, Vision, Life Insurance and a choice of health insurance plans offered through SAN-OTT Consortium or its successor.

The Board shall pay a portion of the premium cost as specified below for Medical, Dental, Vision, and Prescription Drug plans. The employee shall pay the remaining premium cost as specified below of those plans selected. Term life insurance (\$45,000) shall be provided at no cost to the employee.

All part-time classified staff members shall pay a portion of the Board provided benefits chosen (medical, dental, vision, and prescription drug) according to the portion of time worked per schedule below. All employees working less than 3.5 hours are eligible to participate in the district's group insurance plan but must pay 100% of the district's cost for the plan.

An employee's total hours, including working two or more regular contract positions, shall contribute to total hours worked for insurance purposes and Board paid percentages if both contract positions are at least 3.5 hours. If any job that is combined for insurance purposes is less than 3.5 hours, the employee is only eligible for single health care benefits as long as the total of the combined jobs equal at least 3.5 hours.

Spousal Coordination of Benefits

Spouses of employees who work for an employer where insurance is available will be required to enroll in at least Single coverage through their employer.

Spouses will be exempted from this requirement if:

1. The spouse's employer is another school district within the SAN-OTT School Consortium.
2. The spouse's employer does not offer medical coverage.
3. The spouse must pay more than the amount set by San-Ott or its successor per month for the total premiums for medical insurance.
4. The spouse is retired before August 1, 2004.

Spouses of the bargaining unit members affected by the change in health care provider will remain under current coverage and provided an extension of coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, he/she will provide a letter from his/her spouse's employer indicating the next open enrollment period.

ARTICLE XVI PAY PLANS AND PAYROLL DEDUCTIONS

A. Pay Plans

The direct deposit system for employee's paychecks shall be implemented for all classified employees. Each employee can have two accounts (checking or savings, in addition to the credit union) at the banking institution of their choice. The account can be changed if the Treasurer is given fourteen (14) days notice prior to the payroll that the change is to take place.

B. Payroll Deduction of Dues

The Treasurer will make payroll deductions for professional dues fourteen (14) consecutive paychecks (excluding third pays of the month) beginning with the first paycheck in November. The Association will be responsible for supplying to the Treasurer a list of membership and the amount to be deducted and certified by each person by October 1st. The Treasurer will make one check payable to the Local 437 Association following each deduction.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for a successive period of one year. Written notice of revocation shall be served upon the Treasurer and State Association Treasurer.

The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organizations.

C. Payroll Deductions

The Board shall provide payroll deduction(s) at no charge for the following items:

Taxes (payroll tax only), each paycheck

Annual or Continuing Association Dues/Fair Share Fee, fourteen (14) consecutive paychecks (excluding third pays of the month) beginning with the first paycheck in November

Credit Union, each paycheck

Medical Insurances, first two paychecks per month

School Employees Retirement, each paycheck (will allow deduction for buy back of years)

Disability Income Insurance, first two paychecks per month

United Way, first paycheck per month

Annuities/Individual Retirement Accounts, first two paychecks per month, changes/additions can be made as per second paragraph below

The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The payroll deduction(s) of the above items, when optional on the part of the member, can be initiated upon written request of that member and shall remain in effect until written cancellation is received by the Board treasurer, or for the specific amount of time as stated in authorization.

Each member may request payroll deduction(s) in August to be effective September, December to be effective in January and April to be effective in May. The above will also apply to changes or additions. Employees who are retiring into SERS and have submitted their resignation may change their payroll deductions anytime after the Board has accepted the resignation.

A new annuity company will need no less than three contributing members in order to qualify for payroll deductions.

D. Paychecks

All employees are paid by check bi-weekly every other Friday. The payroll dates will be explained to each employee by his immediate supervisor at time of employment. The Board agrees that the annual salaries set forth in this agreement shall be paid to employees by direct deposit for all employees.

Employees that work less than 2080 hours shall have their payroll stretched over 10 or 11 months in equal amounts. Building secretaries will have their pay stretched over 11 months. All other part-time employees will have their pay stretched over 10 months.

E. Retirement Procedures

1. The classified employees shall contribute the applicable rate of retirement from their salary to the School Employees Retirement System (SERS) with the Board contributing funds as specified by the State.

2. SERS Pick-Up

The Board agrees to pick up (annuity type) contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

- a. The amount to be picked up and paid on behalf of each employee shall be 1.5% of the employee's compensation.
- b. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer annuity type pick up.

3. Severance Pay

In accordance with statute, all classified employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for so doing.

Severance Pay at Retirement

All classified personnel of the District shall be entitled to their accumulated and unused sick leave at the time of retirement up to 25% accumulated sick leave, with a maximum of seventy-five (75) days at the per diem rate at the time of retirement.

"Retirement" shall be defined to mean actual retirement from the school district and eligibility for retirement benefits under the School Employees Retirement System. Under the intent and meaning of this policy, an employee may retire once only. An employee who retires from another school district or under another state retirement system shall be ineligible for this retirement benefit. All classified personnel must have been employed in the B-C-S District for a period of ten (10) years to be eligible for this retirement benefit.

F. Attendance Incentive

All classified employees who are absent two (2) or less days during each school year shall receive an attendance incentive equal to twice their per diem rate of compensation. This shall be paid in the last pay in the month of June of the year in which the incentive is earned. Approved vacation days do not count as absences.

A. Calamity Days

Classified employees who are employed twelve (12) months (1950 hrs. to 2080 hrs./year) during a school year shall be compensated for calamity days as follows:

- a. All twelve (12) month employees will be compensated at their regular rate of compensation for the first five (5) calamity days. For the first five (5) calamity days of the school year only those twelve (12) month employees who are assigned to work by the supervisor and/or building principal shall report. Those employees assigned to work on one or more of the first five calamity days shall receive their regular rate for their regular eight (8) hour shift. In addition, for each hour worked on a calamity day that falls within their regularly scheduled work day an employee will be granted one hour of time off with pay (TOP Hour) that may be used by the employee in the manner described below in section C. Hours worked on a calamity day that fall outside the regular workday shall be compensated at a rate equal to 1 ½ times their regular rate of pay.

Bus drivers, head cooks, or employees designated by their supervisor shall receive pay for actual time reported prior to school closing for the first five (5) calamity days of the school year.

All twelve (12) month employees will be expected to report to their job site on any calamity day that is declared after five (5) calamity days have been used by the school district. Employees will be compensated at their regular hourly rate for all hours worked during their regularly scheduled day. All properly approved hours that exceed eight (8) hours will be compensated at a rate equal to 1½ times an employee's regular rate of pay.

Twelve month employees who are unable to report to work on any calamity day that is declared after five (5) calamity days have been used will not be compensated. However, an employee unable to report may elect to designate the day as a vacation day or use earned TOP hours and receive the appropriate compensation for the day.

- b. The following guidelines will govern the use of TOP hours:
 - 1) A maximum of forty (40) hours may be earned in any one school year (5 calamity days X 8 hour). TOP hours may not be carried over into the next contract year.
 - 2) Properly authorized TOP hours earned on a calamity day must be submitted to the Board office by the employee on the proper form so that they may be properly recorded.
 - 3) TOP hours earned by an employee may only be used with the prior approval of the supervisor and/or building principal and only in those circumstances that do not require that the school district employ a substitute to perform the employee's regular duties (i.e. Christmas break, Spring break, summer).
 - 4) TOP hours may be used in conjunction with approved vacation time.
2. Classified employees who are employed less than twelve (12) months during a school year shall be compensated for Calamity Days as follows:
 - a. For the first five (5) calamity days of a school year, employees will be compensated, when they are not required to report to work, at their regular hourly rate of compensation. Employees who are required to report to work at their regular time on days when school is delayed, prior to being cancelled, may properly close their job station and return home after school is officially closed for the day. These employees will be compensated at their regular rate of pay for their normal work day.
 - b. Nine, ten, and eleven month classified employees will not be compensated for any calamity day that is declared in excess of five (5) on days that are not requested to work. If a nine, ten, or eleven month classified employee is requested to work on a calamity day that is decided in excess of five (5) they will be compensated at their regular hourly rate of pay. They will be compensated at their regular hourly rate when these schools days are made up by the school district.

ARTICLE XVII - ORGANIZATIONAL RIGHTS

The Board authorizes the Union the sole and exclusive right:

1. To use bulletin boards in employee lounges or workrooms to disseminate union information to employees.
2. To use telephones in any building to carry out union business. Any fee or toll call charges shall be reimbursed to the Board of Education. Except for emergencies, calls will be made outside of the employee's assigned work time.
3. The union representative(s) may discuss with the Superintendent or his/her designee other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.
4. To use facilities of any building for meetings, without a fee, upon prior notification to the building principal or administrator in charge of such building. Permission to use the facility shall be given as long as it does not interfere with any previously authorized activity in the building. The union shall be responsible for any additional custodial cost involved in the use of the building (i.e. cleanup, overtime).
5. To use Board owned equipment including computers, copiers, public address equipment, and audiovisual equipment on the premises at times when it does not interfere with the operation of the school system. The building administrator shall be notified prior to use of the equipment. Any expendable supplies such as duplication and computer/copying paper and envelopes will be supplied by the union.
6. To receive copies of all Board agendas, minutes or the summary of meetings, financial reports when they are available upon request to the Treasurer by the union president.

ARTICLE XVIII - LIABILITY INSURANCE

1. The Board shall purchase and pay the full premium cost for liability insurance covering each employee represented by the Association. The specific amounts of the coverage and the carrier of such policy shall be determined by the Board of Education.
2. The Board, through its liability insurance, shall defend any employee in a civil action to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment. In addition, the school district will indemnify and hold harmless the employee if a judgment (other than punitive or exemplary damages) is awarded against the employee for damages caused by an act or omission of the employee if the employee was acting in good faith within the scope of his/her employment.
3. The Board shall not indemnify and hold harmless an employee where said employee's actions were wanton, reckless, malicious, in bad faith, outside the scope of his/her employment, or liability is expressly imposed upon the employee by the Ohio Revised Code.
4. An employee shall be granted a maximum of forty-eight (48) hours, except in an emergency situation as determined by the administration, to secure professional advice before s/he is required to file a written accident report or to give an oral statement of an incident to anyone other than his/her immediate supervisor or the Superintendent. In addition, prior to making any statement (oral or written), relative to a potential or actual lawsuit, an employee shall have the right to seek counsel from an individual of

his/her choice. The same right shall exist prior to the Board entering into any consent judgment or settlement in any action brought against an employee.

5. Employees shall have the right to representation of their choice, at the employee's expense, at any formal hearing involving a complaint or incident that could result in a claim of liability and at any and all meetings, hearings, and/or depositions related to the actual lawsuit.
6. An employee shall suffer no loss of pay as a result of attendance at any meeting, hearing or deposition with counsel representing the insurance company related to an actual or potential lawsuit, or meetings with the employee's counsel for actual lawsuit stemming from the above-described circumstances. An employee shall suffer no loss of any type of leave to which s/he is otherwise entitled providing written request is submitted at least three (3) days prior to the intended absence indicating the time, date, location and person with whom the meeting is scheduled.
7. The union agrees that all members of their bargaining unit shall cooperate with the Board and its insurance company in any defense of all claims of liability.

ARTICLE XIX - PERSONNEL FILES

Each employee, with a union representative if s/he so desires, with at least 24 hours prior notice, may inspect his/her personnel file maintained by the Board. One copy of the file may be provided at no cost.

The staff member shall have the right to attach written comments and/or rebuttal to any item within 15 days of the time it is placed in his/her file. The staff member shall be shown any items placed into his/her personnel file. The staff member shall initial/sign the item prior to the filing indicating that he/she has seen the document. The initialing by the employee does not indicate concurrence with the contents of the document. No anonymous materials shall be placed in any personnel file. Deletion of material from the file may be done at the mutual consent of the Superintendent or his/her designee and the employee.

The staff member shall be notified if any individual other than a Benton-Carroll-Salem administrator requests to review and/or receive copies of his/her personnel file.

ARTICLE XX - TRANSPORTATION

Periodic checks by the transportation supervisor will be made and time adjustments will be made accordingly. An increase or decrease in driving time will not be made unless such is in excess of 15 minutes per day. Such requests must be approved by the supervisor.

Salary notices will be based on driving on all days students are in attendance plus up to two days for training mandated and provided or arranged by the Board plus 8 paid holidays at the hourly rate times the hours worked.

Drivers will work and be paid for a minimum of 3.5 hours per day. Drivers' starting and ending times will be assigned by the Transportation Supervisor.

One and one-half hours will be allowed per week for gassing, washing, cleaning, inspection and warm-up. This time is included in the minimum hours for which drivers are paid. If a driver's regular route plus the one and one half hours exceeds the minimum of 3.5 hours per day, the driver will be paid for the extra time over 3.5 hours. A driver may request extra time to wash and clean his/her bus as needed during the school year. Requests should be directed to the Transportation Supervisor for his/her approval. If approved, the time should

be submitted on an overtime slip signed by the Transportation Supervisor. This time shall be used in calculating the 40 hour work week.

Extra bus trips shall be posted on the bus garage bulletin board. Trips shall be assigned through voluntary sign-up by seniority (most to least) three days in advance whenever possible. Trips posted less than three days shall be assigned the day of the trip. Drivers shall be contacted by seniority if an unassigned trip exists. Once a trip is assigned, a senior driver may not bump a less senior driver on an extra trip. Time spent driving on extra trips outside the driver's regularly scheduled hours will be paid at the rate of \$13.50 per hour.

Substitute drivers will be assigned extra trips when regular drivers are not available.

A driver cannot exceed forty (40) hours per work week (combined time of regular route and extra trips) without the written approval of the Transportation Supervisor. A "work week" is defined in Article VII of this document.

If a trip is cancelled at the time of departure, the driver shall be paid a minimum of one (1) hour. Drivers shall be paid a minimum time of three (3) hours for an extra trip out of the district. Extra trips in the district shall be paid a minimum of two (2) hours. Overtime sheets shall be filled out by the driver to account for the extra trips.

The Board agrees to pay the cost of the C.D.L. recertification fee for bus drivers. When required by law, the Board shall bear the cost for random, reasonable suspicion and post-accident drug and alcohol testing. The cost of pre-employment, return-to-duty, and follow-up drug and alcohol testing shall be the applicant or employee's responsibility.

The driver may not sign up for an extra trip that starts or finishes during his/her approved regular trip hours (time period) unless authorized by the Transportation Supervisor.

The Head Mechanic shall be paid a \$200 per year tool stipend.

Bus Assignments - Buses shall be assigned by the Transportation Supervisor. First priority shall be on the basis of district need, student welfare and safety. The second priority shall be on the basis of driver seniority. If the second priority is used, drivers with the highest seniority shall be offered the newest buses first.

Extra Trips - Bus drivers shall be paid portal to portal for extra trips. Buses for extra trips shall be assigned and coordinated by the Transportation Supervisor.

Bus Maintenance and Security - Where a bus is housed during the school year shall not be a condition of employment. It shall be the responsibility of the Transportation Supervisor to place buses at that location where it is in the best financial and security interests of the school district.

For the 2012-13 school year only due to the change to single routing, all bus routes will be re-bid before the start of the school year. The driver with the most classification seniority will have the first choice of routes and the remaining drivers will choose routes by classification seniority.

ARTICLE XXI - SEVERABILITY

If, at any time, provisions of this document or any application of this document to a classified employee shall be found contrary to state or federal law, or rule or regulation of a state or federal agency, that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. The parties may meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE XXII - MISCELLANEOUS

- A. The Athletic Director will consider classified employees for extra activity work.
- B. The Board will offer full uniforms for maintenance, mechanics, and custodians.
- C. The Board will pay the cost of CDL recertification, aide certifications, food service related certifications, pesticide certifications, pool certifications, CDL onboard instructor certification, bus maintenance certifications, and physicals for transportation department employees required to possess a CDL.
- D. Paid In-service – In-service programs for classified employees will be offered on an "as needed or required" basis. Requests for specific in-service programs may be made to the supervisor and/or building principal for his/her consideration. Less than full-time employees shall be paid at their regular rate for in-service (up to 40 hours per week) on a per hour basis. Full-time employees (2080 hrs.) shall trade regular work hours for in-service hours when it is necessary to attend an in-service.
- E. NW Ohio OAPSE Day – When the N.W. Ohio OAPSE meeting does not conflict with a regularly scheduled school day, employees may elect to attend the OAPSE meeting and be paid. In order to receive compensation, the employee must attend all of the meeting and sign in with the local OAPSE president or his/her designee at the end of the day. Less than full-time (2080) employees will not be compensated for this day unless they attend the NW Ohio OAPSE meeting or are requested by the Superintendent or his/her designee to work that day.
- F. Summer Maintenance & Temporary Positions – If the Board deems necessary to employ summer crew members, staff from the previous year shall be considered. The hiring ratio shall be at least 50% classified.
 - a. Both parties understand and agree that student pool personnel, students for bus and grounds maintenance, and adult employees (both certified and classified) hired as temporary summer maintenance workers shall not have any contractual expectations for tenure, statutory, or property rights beyond that previously stated above.
 - b. Classified employees may submit their names for consideration for assignment to temporary positions that the Board may require on an occasional basis (i.e. grass mowing, acorn alley aide, etc.). Employees deemed qualified and available by the Board shall be given the right to fill these positions prior to the Board using a non-employee or substitute.
 - c. Employees will not be permitted to modify their regularly assigned work schedule to fill these temporary positions.
- G. Employees will be paid at the substitute rate for the position in which they fill in.
- H. Any classified employee who is requested to travel for banking or other duties for school business, shall receive mileage as follows: current I.R.S. rate. Mileage request shall be submitted on the proper form to the Treasurer's office.
- I. Labor Management Committee – A Labor Management Committee, consisting of the Superintendent, and two representatives appointed by the OAPSE #437, shall meet at the request of either party, but no more than once a month. Additional guests may be included at the invitation of either party. The purpose shall be to discuss areas of mutual concern. This does not exclude the OHEA from

representation. This committee will also be used to discuss the implementations and strategies for effectively dealing with a financial crisis.

- J. Employees shall be considered for "cross-training" for existing positions according to the needs of the district and at the initiative of the Superintendent.

ARTICLE XXIII - EVALUATIONS

The Board of Education recognizes the importance of implementing a program of classified employee evaluations for the purpose of promoting individual job performance and improving services to the students.

The goals of the Board's evaluation plan for classified personnel are to improve and reinforce the skills, attitudes, and abilities which enable a classified employee to be effective in achieving assigned job goals and to identify and remediate weaknesses which prevent a classified employee from achieving the goals of assigned duties.

Evaluation Procedures:

1. A minimum of one (1) evaluation for all employees shall be made before May 15.
2. Employees on limited contracts shall be evaluated a minimum of two times. The first evaluation shall be before December 1st.
3. In the event an employee is hired after December 1, there shall be a minimum of forty (40) working days between evaluations.
4. Informal evaluation is an ongoing process and can be done by any supervisory personnel and may become part of a formal evaluation.
5. Any written employee evaluation form shall be shown to and signed by the employee prior to its inclusion in that employee's personnel file. The refusal of the employee to sign the evaluation will not bar its inclusion in the employee's personnel file if the appropriate supervisor and a witness certify, in writing, that the completed evaluation was shown to the employee and s/he refused to sign it.
6. Any employee may add a written rebuttal to the evaluation in the area provided on the form or by adding a signed written statement within five (5) working days of the post-evaluation conference.
7. Evaluations shall not be used for disciplinary purposes, but disciplinary actions may be used as evidence to support an evaluation.
8. Copies of written evaluations shall remain a part of an employee's personnel file until four (4) years after termination of services in the B-C-S school district.
9. Evaluations shall contain a "Development Plan" which shall detail how to correct deficiencies noted in the evaluation.

ARTICLE XXIV - JOB DESCRIPTIONS

Job descriptions shall be routinely reviewed and updated to reflect necessary changes of job duties and responsibilities through the Labor Management Committee. Job descriptions will be distributed to all current classified employees and to those newly hired to a position in the district. The description will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of "Essential Functions" and responsibilities.

Adjustments to job descriptions, building assignments and shift assignments may be made for any classified employee during the length of this contract to reflect the needs and changes of the district. This responsibility is solely that of the Board of Education and its administration. Nothing in this contract shall preclude that responsibility. Adjustments shall be discussed with OAPSE and the employee prior to the implementation date. All job duties shall be within the direct scope and responsibilities of each particular job classification.

ARTICLE XXV - SUBSTITUTING FOR AN ABSENT EMPLOYEE

At the sole discretion of the administration, regular employees may be used to substitute on a temporary basis for absent employees. Unless authorized by a supervisor, employees may not substitute in a position that conflicts with their regular work assignment. Employee substituting in another assignment may not exceed 40 hours per week. Interested bargaining unit members shall send a formal request of interest to substitute in positions in which they are qualified at the beginning of each school year.

When an employee is substituting for an absent employee for more than three (3) consecutive days within their same classification they shall be compensated at Step 0, or their regular rate of pay, whichever is higher.

When an employee is substituting for an absent employee for more than three (3) consecutive days within a classification other than their regular classification, they shall be compensated at the current substitute rate of pay for that position.

ARTICLE XXVI - SENIORITY

System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.

Job classification seniority shall be defined as the total length of employment by an employee in a particular job classification.

A tie in system seniority occurs when two or more employees begin regular employment with the Board on the same date. Ties in system seniority shall be broken using the employee's last four digits of their social security number. Highest social security number equals highest senior employee and so forth.

ARTICLE XXVII – FOOD SERVICE

Salary notices will be based on working on all days students are in attendance plus up to two days for training mandated and provided or arranged by the Board plus 8 paid holidays at the hourly rate times the hours worked. One head cook and one assistant in each building will work one day before students are in attendance.

ARTICLE XXVIII - DURATION OF CONTRACT

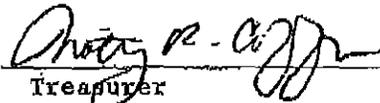
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Board and Association and all prior Agreements, either oral or written are hereby canceled. Therefore, the Board and Association each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement.

The duration of this contract shall be from July 1, 2012 until June 30, 2015.

Signed this 13th day of September, 2012 by the Parties:

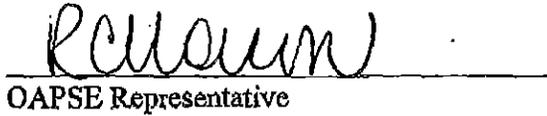
**BENTON-CARROLL-SALEM
BOARD OF EDUCATION**

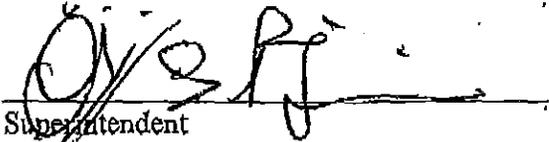
**OAPSE #437
EMPLOYEE ASSOCIATION**

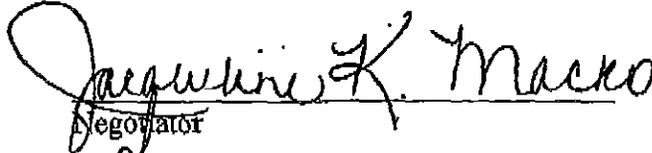

Treasurer

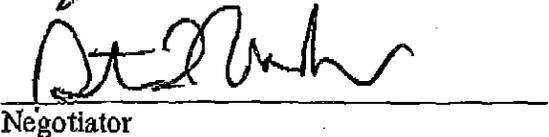

President


President, Board of Ed.


OAPSE Representative


Superintendent


Negotiator


Negotiator


Negotiator

Negotiator