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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE BROOKVILLE SCHOOL EMPLOYEES ASSOCIATION

AND

THE BROOKVILLE BOARD OF EDUCATION

MARCH 31, 2011, THROUGH JUNE 30, 2014

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ARTICLE 1

RECOGNITION AGREEMENT

The Board of Education recognizes the Brookville School Employees Association as the sole and exclusive bargaining agent for all classified personnel in the school district eligible for membership in the association for the duration of this agreement so long as the association documents, in writing, by September 30 of each year that the association represents fifty percent or more of the classified personnel in the school district. Excluded for bargaining purposes as confidential employees shall be employees in the Treasurer's Office and Secretaries to the Superintendent.

Negotiations for a successor agreement shall commence not later than sixty (60) days prior to the expiration of this agreement.

THE TEAMS OF EITHER SIDE MAY HAVE UP TO (5) PERSONS EACH AND A NON-SPEAKING ALTERNATE.

If, after thirty (30) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If one party calls for mediation, the other party shall join in that effort.

ARTICLE 2

BOARD OF EDUCATION RIGHTS

The school and/or the Board of Education shall have the unilateral right to exercise the customary prerogatives and functions of the school and/or Board except where these prerogatives or functions are specifically limited or restricted by the terms of this agreement or state and federal law.

ARTICLE 3

INDIVIDUAL AND ASSOCIATION RIGHTS

Both parties to this contract agree:

- A. Members of the classified staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.
- B. Members of the classified staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. Members of the classified staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- D. Complaints of parents of students directed toward members of the classified staff shall be processed according to Board-adopted policy governing complaints.
- E. Members of the classified staff shall abide by negotiated Board-adopted policies and by provisions in individual contracts, to the extent that their personal safety or well-being or that of students in their charge will not be threatened.
- F. Due process is a right to which all members of the classified staff are entitled. This due process shall be in accordance with Board-adopted policy on Grievance Procedure as explained in this agreement.
- G. Individuals have the right to join or not join any association.
- H. Employees have the right to use of a designated school bulletin board.
- I. In case of emergency, the President or representative of the Association shall have release time. Such time shall be granted when the classified employee's responsibilities have been covered.
- J. The Administration shall provide any information requested by the Association for the purpose of investigating and processing grievances.
- K. The Association shall provide any information requested by the Administration for the purpose of investigating and processing grievances.
- L. Employees shall be allowed use of school owned equipment without rental charge on school premises: typewriters, copy machines, duplicating equipment, calculating machines, audiovisual equipment, computers, and other technology, provided the employee is trained to use the equipment and has approval from the principal or supervisor. The Association shall account to and reimburse the Board for all supplies used and shall assume financial responsibility for loss or damage to said equipment while in use by the Association.

- M. A copy of the monthly Board of Education meeting agenda will be provided to the BSEA President at a time and in a form similar to that used for purposes of providing this information to the building principals.
- N. The Board of Education will mail to the President of the BSEA the names and addresses of all new hires within 10 days of the Board's action to hire.
- O. The Board of Education will provide a copy of the negotiated agreement to each BSEA member.
- P. The Board of Education will provide to the President of the BSEA any changes to classified employees' positions/work schedules.
- Q. Each classified employee shall receive a copy of the job description for the appropriate category in which employed. Classified employees shall be evaluated annually for the first three years of employment. The employee shall be evaluated every other year after a continuing contract has been granted.
- R. The district shall annually provide opportunity for training and/or staff development programs for those employees impacted by an Individualized Education Plan (I.E.P.) to enable the employee to implement the I.E.P. Members of the classified staff shall not be required to perform medical procedures unless training has been provided.

ARTICLE 4

CLASSIFIED EMPLOYEES CONTRACTS

The employee's contract in the case of a multi-year limited contract or a continuing contract shall be issued to an employee no later than June 1, unless an anticipated decrease or shift in a specific building's enrollment necessitates a delay.

Said contract shall specify the following information:

- A. Type of contract (limited or continuing)
- B. The school year
- C. The name of the employee
- D. The base pay
- E. Job classification

ARTICLE 5

PAYROLL PROCEDURES

Payroll periods are established on the basis of every two weeks and twenty-six pay periods per year. The district may have the flexibility to make adjustments to the twenty-six pay periods in applicable years (i.e., payroll creep year). When a payday falls on a holiday or a day of vacation, the pay will be made on the preceding day. Except as provided in this paragraph, checks will not be available prior to payday. Second shift custodians may pick up their checks at the Treasurer's office after 2:00 p.m. on Thursday prior to payday.

During the summer months, checks will be mailed at Board expense by 12:00 noon on Thursday immediately preceding the pay date.

On a payday when school is canceled, checks will be distributed on the next workday.

The utilization of deduct days is no longer an employee option without prior approval of the Brookville Board of Education except in documented extreme emergencies.

Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the employee's share of the retirement contribution.

Tax sheltered annuities and 457 deferred compensation plans may be deducted. Two open periods of fifteen days each, January 10-25 and September 10-25, are enrollment periods for tax shelters. Participation will be limited to the approved companies. An employee may request an updated list of companies from the Treasurer's office.

Direct Payroll Deposit

Employees may designate a depository and direct automatic payroll deposits to banking institutions that are members of the National Automatic Clearinghouse Association (NACHA). Such designation and authorization will be effective for the entire year and the employee may not revoke or alter his/her designation during said year without the authorization of the Treasurer. Requests for direct deposits shall be made in writing to the Treasurer. Such requests must be made on forms available from the Treasurer. Direct deposits will be made to one bank, into either a checking account or savings account or both.

All employees hired after May 1, 2002, will be paid through direct payroll deposit. New employees must designate their depository bank for direct deposits at the time of employment and such designation may not be revoked or altered during the balance of that school year.

An employee may change his/her designated bank for the next school year by completing and submitting the required form on or before June 15.

The Board and its agents shall not be liable for any errors or omissions by the clearinghouse bank or the depository of said funds.

Payroll Deduction

The Treasurer will deduct union dues for BSEA the second pay in October, if BSEA provides the necessary signed forms by the 1st of October.

Overtime Compensation

Any hours worked by an employee over forty (40) hours in a given workweek (Monday through Sunday) is defined as overtime for the purposes of this contract.

Except time for which an employee is compensated for sick leave, personal leave, or vacation leave, but does not actually work, shall not be commuted as "hours worked" for purposes of determining eligibility for overtime or compensatory time off.

ARTICLE 6

ADVISORY COMMITTEES

Advisory Interview Committee

In the event a vacancy occurs or a new position is created in an Administrative/Supervisory position and a committee is formed to evaluate applicants, a classified employee in that department shall serve on said committee. This committee representative shall be appointed by the BSEA President and shall exercise input in the hiring process.

Evaluation Committee

An Evaluation Committee, consisting of an equal number of classified employees and administrators, will review evaluation guidelines to implement and continue uniformity in the evaluation procedures.

Staff/Administration Committee

The Board and the Association agree to modify the current Superintendent Advisory Committee to be called the Staff/Administration Committee. Participants will commit to two or three-year terms. The BSEA, BTA, and the Administration shall appoint their representatives to the committee. At the end of the contract the Associations and Administration will determine whether the committee should continue as a joint committee or changed to separate teacher and non-teaching employee committees.

ARTICLE 7

PERSONNEL RECORDS

All employees have the right, upon reasonable notice, to view the materials in their personnel files with the superintendent or his designee present, exclusive of confidential letters of recommendation or reference. Employees shall receive a copy of all information placed in the file. If an unfavorable statement of notation is in the file, the classified employee would be given an opportunity to place a statement of rebuttal or explanation in their file. Disciplinary rules shall be reviewed and endorsed by the Board of Education.

A classified employee who receives a written reprimand under policy 4150 of the Brookville Local School District may request that this first written reprimand be removed from his/her file after a three-year period.

Prior to any complaint being placed in a file, it shall be initialed by the administrator directing its placement and the employee. Initialing the item does not mean agreement with its content, only acknowledgement that it exists.

All classified personnel will be furnished with copies of all job evaluation reports to be included in personnel folders.

ARTICLE 8

DISMISSAL

Termination

The appointment of a classified employee on continuing contract may be terminated by the Board for cause in accordance with the provision of state law.

Nonrenewal

A classified employee who is to be nonrenewed shall be advised of said recommendation by the Superintendent at least seven (7) workdays prior to the Board meeting at which the Board will consider the Superintendent's recommendation. The employee may request to address the Board in Executive Session prior to Board action. If requested by the employee, he/she may be represented by counsel of his/her choice at this meeting.

Reduction In Staff

The Board may terminate an appointment in case of retrenchment necessitated by financial exigency. Termination of long-term appointments because of financial exigencies, however, shall be made only as a last resort. Every effort shall be made to meet financial needs in other ways.

The Superintendent shall consider seniority in terminating positions.

Seniority will be computed from an employee's initial date of hire in a negotiating unit position. Seniority will continue to accrue during all unpaid leaves of absence, if any, and for a period of two (2) years from the effective date of a layoff. The employee laid off by the provisions of this section will be recalled by seniority should a vacancy occur in the same or similar position. The employee will not be adversely affected by the first refusal for rehire under these provisions. Any subsequent refusals during the two (2) year period will remove the employee's name from the recall list. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority.

The Superintendent will at all times have a current seniority list which will be available for inspection during regular working hours by an employee and/or the Association.

If there is a vacancy in a negotiating unit position, laid-off employees, who are qualified to perform the work in question, shall be considered in seniority order.

If seniority is tied, consideration will be given in the following order:

1. Date of hire
2. Signed contract and submitted to board designee
3. Quality of evaluation
4. Actual first day of work
5. Substitute days counted

ARTICLE 9

POSTING OF AVAILABLE POSITIONS

The assignment and reassignment of employees is the responsibility of the Superintendent of schools. The assignment and reassignment will be made in accordance with the needs of the schools. The Administration will publish a listing of all vacancies or openings for the succeeding school year as soon as they are aware (notified in writing) of said openings or vacancies. The listing will be updated as vacancies occur during the school year.

- A. As vacancies become known, they will be sent to the principal of each building.
- B. The building principal will be responsible for openly posting these notices so they are available to all classified personnel.
- C. No posting will be made after the last scheduled school day.
- D. The vacancies that occur after the last day of school in June and during the month of July and until August 14th will be mailed to individuals who request said information in writing.
- E. August 15 through September 15 of each year shall be exempt from this policy; however, the BSEA President will be notified of job openings that occur during this period.

No position will be filled before one week (five working days) after posting to allow all qualified staff to apply for vacancies.

The Superintendent determines who shall fill the vacancies. No assignments will be made until all staff candidates have been screened and, in the Superintendent's judgment, the best person has been selected for the position.

Any staff candidate that is adjudged not qualified will receive a signed letter from the Superintendent stating his/her reasons for deeming the employee not qualified for the position.

If no staff candidate is adjudged qualified by the Superintendent, persons from outside the system will be considered.

ARTICLE 10

LEAVE PROVISIONS

Personal Leave

All personnel, except intermittent employees, are eligible for a maximum of three (3) school calendar days with pay for personal leave per contract year. Personal leave days are not cumulative. All twelve-month employees are eligible for four (4) personal days.

A ten percent (10%) limitation of the staff per department shall not be exceeded on any given day without prior administrative approval. Personal leave requests for the day immediately preceding or the day following school opening or closing or day preceding or day following a school holiday shall not be approved, EXCEPT IN THE CASE OF AN EXTREME DOCUMENTED EMERGENCY, WHERE DAY BEFORE OR DAY AFTER WILL NOT APPLY. The school year calendar shall be used to establish a twelve-month period for use purposes. Personal leave days shall be requested on Board of Education forms. The Treasurer of the Board shall make proper payroll deductions for any unauthorized use of personal leave.

Application for personal leave shall be submitted at least three (3) days prior to use, EXCEPT IN THE CASE OF DOCUMENTED, EXTREME EMERGENCY, USE OF PERSONAL LEAVE FOR EMERGENCIES REQUIRES NO PRIOR NOTIFICATION BUT THE EMPLOYEE (a) shall be required to notify his/her supervisor as soon as possible and (b) shall be required to file the proper form upon return to work. The three personal leave days will be approved without loss of pay for the following reason:

PERSONAL BUSINESS THAT CANNOT BE CONDUCTED OUTSIDE THE SCHOOL DAY.

Abuse of personal leave shall be subject to disciplinary action. One cannot use personal leave days for vacation purposes. Personal leave will be granted for a full day or a half day only.

A twelve-month contracted employee may use personal days before or after a holiday when school is not in session with approval of their supervisor.

Sick Leave

All full-time employees shall be entitled to one and one-fourth days of sick leave per calendar month, unless on leave of absence, or a total of fifteen (15) days per year to a maximum of 303 days for the duration of this contract (2008-2011). For absences in excess of five (5) consecutive days, the Board of Education may require a physician's verification.

Previously accumulated sick leave of an employee, who has been separated from another Ohio Public Agency as provided in the Ohio Revised Code, shall be accepted at full value to the maximum allowed by the Brookville Board of Education provided none of such accumulated sick leave has been converted to pay upon retirement. It shall be the responsibility of the employee to request the statement of transfer of accumulated sick leave from the Treasurer's office upon leaving the district.

Each employee, immediately on reporting for duty, shall be credited with five (5) days sick leave as defined in Section 3319.08, Ohio Revised Code, which may be used for personal illness, illness or death in the family, before he accumulates the amount. If any of the five days is used, it shall be deducted from the total sick leave he may accumulate during the first year of service.

Reasons acceptable for sick leave are:

- A. Absences due to personal illness, pregnancy, adoption, emergency medical or dental treatment/or appointment, injury, exposure to contagious disease which could be communicated to other employees or to students, and for illness, injury or death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, husband, wife, child, stepchild, grandchild, grandparent of any degree, or other permanent resident of the employee's household.

Sick leave for pregnancy (normal delivery) is defined as six (6) weeks immediately following the birth.

Employees may use sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. Certification that the pregnancy or childbirth has produced disabling complications must be provided by a physician and attached to the sick leave form. The certification must state the nature of the disabling condition along with an estimate of the length of time the employee will be disabled.

Sick leave for adoption shall not exceed ten (10) working days beginning with the date of the child's placement in the home.

- B. For a death or serious illness of a near relative to a maximum of five (5) sick-leave days. A near relative shall be defined as mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or spouse's grandparent. After consideration of remaining personal leave, the Superintendent's prior approval is required for emergency situations not listed.

Sick leave will be granted for a day or a half day. Deductions of sick leave will be in one-half blocks as follows: one half day; over four hours, then one full day shall be deducted.

Perfect Attendance Incentive

Any employee may receive \$100.00 for perfect attendance for the fall time period (first student day – November 15) to be paid in the first paycheck in December. An employee may receive \$150.00 for perfect attendance during the winter time period (November 16 – March 15) to be paid in the first paycheck in April. An employee may receive \$225.00 for perfect attendance in the spring time period (March 16 – last student day) to be paid in the second paycheck in June. A twelve-month employee may receive \$65.00 for perfect attendance during the fourth time period (last student day – first student day of new school year).

Military Leave

All employees of Brookville School who are members of the Ohio National Guard, and Ohio Defense Corps, or the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are required by the respective service to do field training or active duty, for periods not to exceed thirty-one (31) days in only one (1) calendar year, provided that such compensation shall be the difference between the employee's regular compensation and the remuneration received by him/her for military service.

Assault Leave

The Board will grant assault leave to employees absent due to physical disability resulting from assault under the following conditions:

- A. Any classified employee who must be absent from his or her duties due to physical disability resulting from physical assault while at work or during school-related activities to which he or she was assigned on or off school premises before, during, or after the regular workday, will be paid his or her full scheduled compensation for the period of such absence.
- B. Before assault leave will be granted, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a description of the injuries sustained. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration that has been signed by a physician. Assault leave shall not be charged against sick leave earned or earnable by the employee.

Jury – Witness Leave

Absence for jury duty shall be granted for reporting to or serving on a jury. Each person on leave shall return payment received for such services to the Treasurer of the Brookville Board of Education and at the next regular pay period the employee shall receive full payment of his/her regular salary from the Board of Education for the day(s) of excused absence for this purpose.

Any employee subpoenaed as a witness shall be granted witness leave up to two (2) days for purposes of serving as a witness. Each person on witness leave shall return payment received for such services to the Treasurer of the Brookville Board of Education, and at the next regular pay period the employee shall receive full payment of his/her regular salary from the Board of Education for the day(s) of excused absence for this purpose; provided, however, that if an employee is subpoenaed by the BSEA or a representative of the BSEA to testify in any dispute between the Board and the BSEA or a member of the bargaining unit it represents, the employee shall keep his/her witness fee and shall not receive from the Board of Education any payment toward his/her regular salary for the days of excused absence for witness leave.

Maternity Leave

A. Leave Rights

An employee who is pregnant shall be entitled to an unpaid leave of absence for maternity reasons. This leave may begin at any time between the commencement of pregnancy and one semester after the child is born. Such leave shall be for one complete school year or one semester. This one semester may be extended to a second semester by application Board approval.

B. Application for Leave

Applications for maternity leave shall be in writing, and shall contain a statement of the expected date of birth, the date on which the leave of absence is to commence and the date the employee anticipates return to service. Such return date shall coincide with the commencement of a school year or a semester. Applications for maternity leave shall be granted by the employer.

C. Time for Filing Application

Application for maternity leave prior to childbirth shall be made prior to the sixtieth (60th) day before the beginning date of the maternity leave.

D. Reinstatement Rights

Upon return from approved maternity leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to, the same as, or a similar position to that which she held prior to the leave.

If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested and the date upon which the employee wishes to return. If the Superintendent agrees to the early return and says so in a recommendation to the Board, the Board of Education may authorize the early return of such employee.

An employee on a yearlong leave of absence shall notify the Superintendent not later than March 1 of her intention to return or not return to her position.

Adoption Leave

- A. Employees may request a leave of absence without pay for the adoption of a child. The adopting parent will make a request of the Superintendent, in writing, as soon as the date of adoption has been definitely determined. This request shall specify the time for the leave.

Such leave shall be for one (1) semester period and may be extended for an additional semester upon application and if approved by the Board. The right to adoption leave expires at the end of the 12-month period beginning on the date of placement for adoption.

Request for adoption leave shall also indicate the anticipated date of return to service. Such return date shall coincide with the commencement of a school year. Applications for adoption leave shall not be granted automatically.

B. Reinstatement Rights

Upon return from approved adoption leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to a similar position to that which she held prior to the leave.

If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall request reinstatement from the Superintendent in writing that an early return to service is requested, and the date upon which the employee wishes to return. If the Superintendent agrees to early return and says so in a recommendation to the Board, the Board of Education may authorize the early return of such employee.

- C. An employee on adoption leave may at the employee's expense continue health insurance and other fringe benefits.

Child-Care Leave

A. Leave Rights

An employee shall be entitled to an unpaid leave of absence for childcare to commence at the beginning of any semester. Such leave shall be for one (1) semester period and may be extended for an additional semester upon application, and if approved by the Board.

B. Application for Leave

Applications for child-care leave shall be in writing and shall contain a statement of when the employee desires to begin the leave and the date the employee intends to return to service. Such return shall coincide with the beginning of the school year or a semester. Applications for child-care leave shall be granted by the employer.

C. Time for Filing Application

Application for child-care leave shall be made no less than thirty (30) days prior to beginning leave date.

D. Reinstatement Rights

Upon return from approved child-care leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to, the same as, or a similar position to that which he/she held prior to the leave.

If the employee desires to extend the leave, they shall make a new application as described in section B of this article. If the employee desires to return early, prior to

the expected return to work, the employee shall notify the Superintendent in writing that an early return is requested and include the date upon which the employee desires to return. If the Superintendent agrees to the early return and recommends it to the Board, the Board of Education may authorize the early return of the employee.

Family and Medical Leave

The Board and employees shall have whatever rights, duties, discretion, and responsibilities as set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2601, et seq.) as is or may be amended ("FMLA"), under Section 3430.01 of the Bylaws and Policies of Brookville Local Schools, and in accordance with the following provisions:

- A. To be eligible for FMLA leave, employees must have been continuously employed for at least one (1) year and have either: (a) worked for at least 1250 hours during the 12-month period immediately preceding the date of the employee's request; or (b) have been employed under a regular teaching contract during the 12-month period immediately preceding the date of the employee's request.
- B. FMLA leave may be taken for the following reasons:
 - 1. For the birth and care of a newborn child;
 - 2. For placement of a child for adoption or foster care with the employee;
 - 3. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
 - 4. When the employee is unable to work because of a serious health condition; or
 - 5. Any other reason expressly provided for in the FMLA.
- C. No more than twelve (12) weeks of FMLA leave will be granted in any 12-month period.
- D. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
- E. When the need for FMLA leave is foreseeable, the employee must provide 30 days advance notice by requesting leave in writing. When 30 days notice is not possible, the employee must provide notice as soon as possible under the circumstances.
- F. The employee must provide sufficient information to demonstrate that the request for leave qualifies for FMLA protection, including the anticipated timing and duration of the leave. Sufficient information may include the nature of the illness, the extent to which a family member is in need of care, and/or other facts supporting the need for leave. If the Board believes the employee has provided insufficient information, the employee will be notified of the additional information necessary and provided sufficient time to supply the additional information requested.

- G. Once it has been determined that the employee's situation qualifies for FMLA leave, the employee may choose to concurrently use any accrued, paid sick leave under this Agreement as FMLA leave. If the employee does not meet the requirements for paid leave, the employee will still be entitled to FMLA leave, subject to the requirements in this Agreement. After FMLA leave entitlement has been exhausted or expires, the employee will be entitled to any additional paid or unpaid leave provided for in this Agreement.
- H. An employee on FMLA shall, at not less than two-week intervals, report to the Superintendent the employee's status and intent to return to work.
- I. An employee who takes FMLA leave shall continue participating in group insurance programs must state intention. Such an employee may continue to participate in the Board's group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.
- J. If the employee is requesting intermittent leave or reduced schedule leave due to a serious medical condition, the request must be supported by a medical certification as to the necessity and expected duration of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the school district operations.

When an employee is required to provide a certificate from a health care provider, the required form will be available in the Superintendent's office.

The Board may require the employee to transfer, for the duration of any period of intermittent or reduced schedule leave, to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists.

- K. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.

Upon request by the administration, and at the Board's expense, an employee shall present himself/herself to a physician, who is paid by the Board, for a physical or mental examination. The employee may choose the physician to conduct such independent examination from any physician included in the "network" for the Board's group insurance plan; provided, however, that the employee may not choose a physician who has previously seen the employee as a patient. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, the administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.

- L. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking leave, if the position is available; if not, the employee will be assigned to a similar position.

An employee who does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.

Rights While On Leave

Employees on leave shall be entitled to full fringe benefits at their own expense and shall be entitled to reinstatement at the expiration of the leave to a similar position and to a similar supplemental duty assignment, if any, as held immediately prior to the leave.

Seniority does not continue to accrue while on unpaid leave of absence; however, a leave of absence does not constitute a break in service.

ARTICLE 11

SICK LEAVE BANK

In the event an employee has exhausted his/her accumulated sick leave and, upon notification by the Office of the Treasurer of the advance of five days from the District, as per Ohio Revised Code, the employee will, prior to actual use, contact BSEA for approval of borrowing days from the Sick Leave Bank. Upon written approval from the BSEA Executive Committee, the District shall advance days from the Sick Leave Bank. The individual can request annually up to twenty (20) days of additional sick leave from the days/hours of sick leave that have been deposited in the BSEA Sick Leave Bank. The Sick Leave Bank may accumulate donated days to a maximum of one hundred (100) days/eight hundred (800) hours. No individual shall be permitted to accrue more than sixty (60) days of advanced sick leave from the Sick Leave Bank during their career with the District. These days will be paid back after all days have been paid to the District. In the event that an individual leaves the District with a negative balance of sick days, the employee shall be financially responsible to the District for the cost of those days. Loans from the Sick Leave Bank will be limited to those individuals who have contributed days/hours to the bank.

Each bargaining unit member may contribute one (1) day/eight (8) hours of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will be from the first workday of the year through September 15 of each year. New employees hired after the school year has commenced shall have thirty (30) days to enroll. The donated day/hours are not returnable. A donated day guarantees a bargaining unit member Sick Leave Bank membership for the length of employment. Should the number of donated days/hours in the Sick Leave Bank drop below ten (10) days/eighty (80) hours, the Sick Leave Bank members will be required to donate an additional day/hours. A written application is required for approval of days. A doctor's excuse may be requested. The member who borrows days will pay back the days/hours at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank.

ARTICLE 12

SEVERANCE/RETIREMENT PAY

The employee shall receive one-quarter ($\frac{1}{4}$) accumulated days up to two hundred and ninety-four (294) days of sick leave or not more than seventy-three and one half ($73\frac{1}{2}$) days. The amount per day shall be calculated by dividing the number of contracted days into the base salary of the employee at the time of retirement.

Retirement for purposes of this section shall mean retirement from either State Teachers Retirement System or State Employees Retirement System. The Treasurer of the Board of Education shall receive a copy of notice of approval from either retirement system. The retirement funds being paid by the Brookville Local School District shall be paid within the calendar year of the last day employed in the Brookville Local School District. In the event of the death of an employee eligible for retirement by SERS standards, severance will be paid to the estate.

SUPER SEVERANCE

The following Super Severance policy is intended to provide an incentive for early retirement. Participation in this plan is voluntary. This plan applies only to employees who retire prior to July 1 of the last year of this contract.

The employee will receive an additional 50% of severance pay if he/she retires with 30 years of service from SERS. This payment (Super Severance) will be paid 14 months from the retirement date.

The employee must retire the first year eligible at 30 years or waive all rights to Super Severance under this contract. It shall be the responsibility of the unit member to keep track of when he/she first becomes eligible at 30 years and to provide documentation. If an employee becomes eligible to retire with 30 years of service during this contract, he/she will not be eligible for Super Severance under any future contract.

The Treasurer must be notified by April 1st of the year that retirement is planned. Retirement cannot be effective before the end of the school year.

An employee with 30 days or less to qualify for retirement with 30 years under SERS will have the option of completing the full year or working the required number of days to meet the SERS requirements for retirement with 30 years of service.

ARTICLE 13

INSURANCE AND HEALTH BENEFITS

Health Insurance

The Board of Education will make available health insurance benefits (United Health Care Select Plan) to the classified staff. A copy of the medical plan will be provided to each member, and a copy will also be on file in the Superintendent's office. The Board may change carriers for this insurance as long as the service and plan coverage is the same as the plan listed herein. In the event the Board decides to change carriers, the Board shall notify the Association President of the proposed change not less than thirty (30) days prior to the implementation of said change. The Board shall provide the Association President with copies of the new plan and specifications and any other pertinent information regarding the new carrier. Employee participation in any of these insurance benefits is voluntary.

Dental Insurance

The Board will provide HMO Dental Insurance for an additional premium.

125 Cafeteria Plan

Voluntary participation in the "125 Cafeteria Plan – Part A." (This is a voluntary salary reduction for out-of-pocket health care contributions.)

The Board will pay for medical and dental coverage to the following maximum amounts during the indicated years. The effective date will follow the insurance renewal date.

2011-2012	\$13,000
2012-2013	\$13,100
2013-2014	\$13,200

The Board of Education will pay 100% of the cost of single medical and dental coverage.

Should the employee choose to have only family dental coverage, the Board of Education will pay 90% of the cost.

The Board of Education will provide one hundred percent (100%) of the coverage if the husband and wife are both full-time employees of the district.

These policies shall be effective and implemented at the fall "open enrollment period" as established by the insuring agency. There shall be no increase in insurance coverage after the open enrollment period unless there is a "qualifying event."

A life insurance policy equal to each employee's base salary, rounded to the next highest thousand dollars, or a minimum of \$25,000, whichever is greater, shall be provided to each employee by the Board.

The Flexible Spending Accounts (FSA) as governed by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members. NOTE: Members should be advised that money placed in the FSA that is not used will not be returned.

A liability insurance policy of \$2,000,000 shall be provided to each employee by the Board.

The amount of the cap shall be divided by eight (8) and multiplied by the hours worked per day to determine the Board of Education contributions to health and dental insurance benefits effective for all new hires after 10/01/85.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of one or more articles of this agreement.
2. A grievant shall mean the BSEA, a person or group alleging that some violation, misinterpretation, or misapplication of the negotiated agreement has occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group. The BSEA as an association will be limited as a grievant to the articles comprising this agreement.
3. No grievance may be filed concerning a matter that has been made the subject of a charge with a State or Federal agency or a complaint in a State or Federal court of record.
4. Any action by the Board to terminate, renew or not renew the contract of any (employee staff) member, whether such (employee staff) member is under a limited or continuing contract shall not be deemed a grievance and may not be processed as such.

B. Informal Procedure (Step I)

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within twenty (20) working days of the alleged grievance. A statement of the date and time of such meeting shall be signed by both parties and a copy shall be retained by each (Addendum B).

The Principal or Supervisor shall make his/her response within five (5) working days of the face-to-face meeting.

C. Formal Procedure (Step II)

If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the Principal or immediate Supervisor within five (5) working days after the receipt of the response from the informal meeting.

The written grievance must contain a concise statement of the grievance citing the situation giving rise to the grievance stating the alleged violation, misinterpretation, or misapplication of the negotiated agreement, Board policy, or Administrative rules and regulations. It must state the remedy sought and be signed by the grievant, or in the case of a group or BSEA grievance, by the Chairman of the BSEA.

The Principal or immediate Supervisor shall render his/her written response to the grievance within ten (10) working days of the Step II meeting. Copies of the response shall be forwarded to the grievant and the Superintendent.

D. Step III

If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance to the Superintendent within five (5) working days of the receipt of the Step II response.

The Superintendent shall within ten (10) days of the receipt of the grievance hold a Step III meeting to hear the grievance. Within ten (10) working days of the Step III meeting the Superintendent shall issue his/her response in writing and copies shall be sent to the grievant.

E. Arbitration (Step IV)

If the action taken in Step III by the Superintendent does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered by the Superintendent within ten (10) working days, the BSEA shall notify the Board in writing of its intent to submit to arbitration.

The BSEA shall submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine arbitrators from which the parties can select an arbitrator from any list provided by the AAA; the AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator, provided he/she can comply with the time limit of sixty (60) days in which the arbitration hearing must commence.

In the event it is claimed by the Administration that any matter filed as a grievance is not a grievance as defined under definition, such dispute, as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening a hearing on the merits of the dispute.

The Board and the BSEA shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for any additional expense incurred including fees and expenses of its representatives.

The arbitrator will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the BSEA.

Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this understanding and shall only have the authority to interpret the provisions of this understanding as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award that is contrary to the Board of Education's power to adopt budgets, establish funds, or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

The decision of the arbitrator shall be advisory in nature and the Board shall act on the recommendation of the arbitrator within fifteen (15) working days of the receipt of the arbitrator's findings.

F. Additional Information

1. The aggrieved employee, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation of Steps II, III, and IV. Prior notice shall be rendered by either party if representatives are going to be present.
2. A grievance may be withdrawn at any level without prejudice or record.
3. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
4. If the grievant does not abide by the time limits set forth, the grievant forfeits the right to continue to the next step of the grievance procedure.
5. If the Principal or immediate Supervisor does not abide by the time limits set forth, the grievant filing the grievance may proceed to the next step.
6. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
7. The number of days set forth in each step shall be considered a maximum. The time limits specified may, however, be extended by the written agreement of the parties in interest.
8. All notices to the classified employee of hearings or disposition of grievance shall be hand delivered or mailed with return receipt.
9. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits results in hardship to either party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
10. No classified employee shall file a grievance after submitting a letter of resignation.

ARTICLE 15

PLACEMENT ON SALARY SCHEDULE

Classified employees with experience comparable to school work outside the district may, at the Superintendent's discretion, be given credit for each year of service to the maximum of ten (10) years.

Upon the submission of an official transcript by the classified employee to the Superintendent verifying an Associate or Bachelor Degree in a subject area related to the employee's position with the district, the employee shall be moved up three (3) steps on the salary schedule.

This degree must be in a subject area related to the employee's position with the district. If there is a question, it is suggested that the Superintendent be contacted for approval prior to enrollment.

A classified employee who would qualify for a higher salary bracket shall submit verification by September 15 of any contract year. If verification is submitted after September 15 and prior to February 15, such credit shall be evaluated for salary adjustment for the first full pay period in March. Verification filed after February 15 shall be evaluated for the next succeeding school year.

ARTICLE 16

CALAMITY DAYS

In accordance with the provisions of Section 3319.081 (G) of the ORC, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the Superintendent due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. A public calamity does not include any school or building closing necessitated by, but not limited to, the following examples: (a) fire, (b) power supply interruption, (c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the Board to work and working at the time the school or building in which they are employed is closed by order of the Superintendent due to an epidemic or other public calamity as described above, shall be compensated. These employees required to work and working on public calamity days shall be paid at their normal hourly rate of pay plus one-half their normal hourly rate of pay only for such hours worked with a minimum two hours of earned pay at this rate. A twelve-month employee may have the option of getting paid for working a calamity day (or portion of the day) at double their normal hourly rate of pay or getting compensatory time (one for one) at a later date (to be approved by the employee's supervisor). It is understood that the Board shall have the right to determine whether or not an employee or employees shall be required to work during such emergency in such building. In the event the employee is transferred to a different building during the period that the building to which he/she is regularly assigned is closed to students, this time and a half provision shall not be applicable.

ARTICLE 17

SALARY SCHEDULES

Vertical step advancement on the salary index is frozen during the 2011-2012 and 2012-2013 school years. No BSEA employee shall gain steps during this time. When and if vertical step advancement is reimplemented, there will be no retroactive advancement. Members shall remain in a "hold" position on the salary index. This applies to all salary schedules addressed hereafter in this agreement. A one percent (1%) stipend of the employee's base salary shall be paid for the 2011-2012 and 2012-2013 school years. One-half (½) will be paid the second pay in November and one-half (½) will be paid the second pay in May.

BUS DRIVERS

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
12	\$20.23	\$20.23		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
15	21.08	21.08		
21	21.73	21.73		

NEW HIRE AS OF JULY 1, 1996

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$12.60	\$12.60		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	13.22	13.22		
2	13.87	13.87		
3	14.49	14.49		
4	15.12	15.12		
5	15.76	15.76		
6	16.37	16.37		
7	17.00	17.00		
8	17.67	17.67		
9	18.26	18.26		
12	18.91	18.91		
15	19.52	19.52		
21	20.26	20.26		

CONTRACT: 187 Days - Includes seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) and staff in-service day prior to the start of school added and included in the annual salary notice.

Bus routes shall be bid on by seniority prior to the first workday of each school year. Seniority shall be determined within the unit. The first rebid of routes will occur in October if routes are increased or decreased by forty-five (45) minutes or more. A vacancy that affects seniority, anytime during the school year, will be rebid after the October rebid. Any additional rebid that meets the standard (routes are increased or decreased by forty-five (45) minutes or more) will occur as necessary.

Yearly pay for services per daily double route.

CTC Trips in P.M.

- The drivers under contract are to drive the A.M. portion of this route every day as part of the contract. Normally the school year is 187 contracted days. The bus driver should be paid his/her normal contracted hourly rate for a day(s) over the contracted 187 days. If the driver misses a day beyond the 187 days, it will not count as a sick day. On a day that Brookville Local Schools is not in session, the driver/substitute driver for CTC shall be paid at the rate of step 21 new hire per hour (or the individual rate, whichever is higher).

Kindergarten
Midday Trip

- Ninety (90) minutes (Routes will be reviewed the first full week of October to adjust this.) Additional time for the school bus ride for kindergarten orientation prior to start of school.

187 days paid at the driver's step on the salary schedule. An additional ten (10) hours pay for preparing the noontime kindergarten routes.

Regional Route:

- Routes will be reviewed the first full week of October to adjust length of contract day. The County sets the days and hours.
- Normally the school year is 187 contracted days. The bus driver should be paid his/her normal contracted hourly rate for a day(s) over the contracted 187 days. If the driver misses a day beyond the 187 days, it will not count as a sick day. An additional ten (10) hours pay for preparing the regional route.

Preschool Route

- Drivers paid per hour at their step on the salary schedule. An additional seven and one-half (7.5) hours pay for preparing the Preschool route.

Field Trips, Athletic, Music

- \$12.00 per hour for field trips with a minimum of \$30.00 per trip.

All substitutes will be paid by the Board of Education.

Contracts for regular drivers may not be broken to drive for field trips or for athletic contests.

Bus drivers will be paid one and one-quarter (1 ¼) hours at his/her step on the salary schedule for each exterior bus cleaning during a school year. A maximum number of washings will be eight (8) times per year. This will be payable the second pay period in June. Bus drivers will be paid \$15.00 per hour for four (4) hours (\$60.00) at the end of the school year for interior bus cleaning.

Adequate notification (48 hours) of an absence for a contract driver serving CTC, Precious Blood, or noontime kindergarten; regular drivers will be granted first option to substitute and will be paid at their regular hourly rate on the salary schedule.

The Board of Education will pay the fees for CDL endorsement, abstracts, and rodeo entry fee, excluding fees for BCII and FBI background checks.

Employees who use a private vehicle to comply with the random drug testing will receive mileage reimbursement at the current IRS mileage rate.

The driver will be paid time and one-half (1 ½) at their regular rate to drive any trip on any holiday.

The driver for field trips on Sundays will be paid time and one-half (1 ½) trip pay per hour.

Drivers for each overnight field trip will be paid \$220.00 plus food and lodging while on the trip.

A bus driver shall be paid \$100 after the driver completes the driver recertification. A copy of the recertification must be submitted to the Transportation Director. Hours worked toward recertification must be outside the normal workday.

SAFE DRIVER RECOGNITION: The Brookville Board of Education will annually recognize bus drivers for outstanding driving records. To be recognized for this distinction, drivers must have experienced no moving violations or chargeable accidents within a contract year as determined by the Transportation Supervisor or law officials.

Drivers earning this recognition will receive an appropriate jacket and pin. The jacket will be provided by the Board one time in a five-year period and a pin will be awarded annually.

MECHANIC

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
12	\$23.08	\$23.08		July 1, 2011, or the first
15	23.92	23.92		scheduled workday of the
21	24.57	24.57		2011-2012 school year.

CONTRACT: 260 days (2,080 hours) – Includes eleven (11) holidays (July 4, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) added and included in the annual salary notice. If mechanics are required to work on Presidents' Day due to a calamity make-up day, each mechanic will have the option of receiving time and one-half per hour or taking a day off at a later date.

TOOL ALLOWANCE: Mechanic will receive an additional \$1,100 per year tool allowance. This allowance will not become part of the base wages for annual increase or overtime. Documentation of tools purchased and receipts to be turned in by June 30. Mechanic shall be reimbursed by vendor check.

TWELVE-MONTH EMPLOYEES: Two hundred sixty (260) day employees shall not work more than 260 days when the calendar would otherwise allow this occurrence. In the event that one less workday is necessary, the "off" day will be the Wednesday before the Thanksgiving holiday. In the event a second "off" day is necessary, it will be July 3 or 5.

OBI INSTRUCTION: OBI services will receive an additional \$6 per hour at the instructor's hourly rate.

VACATION DAY SCALE

<u>Years of Service</u>	<u>Vacation Days</u>
1-7	10
8-11	15
12-14	16
15-20	18
21 and Above	20

Vacation days are not cumulative from one contract year to the next. Without two weeks' notice, employee will forfeit vacation paid at the time the employee leaves employment.

CUSTODIANS

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
9	\$19.06	\$19.06		July 1, 2011
12	19.89	19.89		
15	20.74	20.74		
21	21.37	21.37		

NEW HIRE AS OF JULY 1, 1996

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$12.10	\$12.10		July 1, 2011, or the first
1	12.69	12.69		scheduled workday of the
2	13.32	13.32		2011-2012 school year.
3	13.89	13.89		
4	14.50	14.50		
5	15.09	15.09		
6	15.73	15.73		
7	16.31	16.31		
8	16.94	16.94		
9	17.52	17.52		
12	18.13	18.13		
15	18.73	18.73		
21	19.45	19.45		

MAINTENANCE TECHNICIAN

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$16.13	\$16.13		July 1, 2011, or the first
1	16.63	16.63		scheduled workday of the
2	17.11	17.11		2011-2012 school year.
3	17.63	17.63		
4	18.17	18.17		
5	18.71	18.71		
6	19.28	19.28		
7	19.85	19.85		
8	20.44	20.44		
9	21.05	21.05		
12	21.68	21.68		
15	22.35	22.35		
21	22.99	22.99		

CONTRACT: 260 days (2,080 hours) – Includes eleven (11) holidays (July 4, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) added and included in the annual salary notice. If custodians are required to work on Presidents' Day due to a calamity make-up day, each custodian will have the option of receiving time and one-half per hour or taking a day off at a later date.

NIGHT WORK: The head night shift custodian at the high school/intermediate school complex will be paid regular hourly rate plus 75¢ per hour. The custodian on the 2:30 p.m. to 11:00 p.m. shift will be paid regular hourly rate plus 50¢ per hour. The custodian on the third shift will be paid regular hourly rate plus 65¢ per hour.

HOURLY RATES: The hourly rate of pay for each hour in excess of forty (40) hours per week that is assigned to an employee shall be at time and one-half of the employee's step on the salary schedule.

WORK SHIRTS: Work shirts will be provided for all custodial staff as approved and recommended by the Director of Business Operations.

WORK SHOES: Custodians shall be reimbursed by vendor check for the money spent on work shoes in the amount of fifty dollars (\$50.00) each year of this contract. Custodians must complete a purchase order prior to purchasing and turn in the receipt when the purchase has been completed.

HEAD CUSTODIAN AT WESTBROOK: Custodian's hourly rate plus \$2,100.00 per year.

HEAD CUSTODIAN HIGH SCHOOL/INTERMEDIATE SCHOOL COMPLEX: Custodian's hourly rate plus \$4,100.00 per year.

TWELVE-MONTH EMPLOYEES: Two hundred sixty (260) day employees shall not work more than 260 days when the calendar would otherwise allow this occurrence. In the event that one less workday is necessary, the "off" day will be the Wednesday before the Thanksgiving holiday. In the event a second "off" day is necessary, it will be July 3 or 5.

VACATION DAY SCALE:

Years of Service	Vacation Days
1-7	10
8-11	15
12-14	16
15-20	18
21 and Above	20

Vacation days are not cumulative from one contract year to the next. Without two weeks' notice, employee will forfeit vacation paid at the time the employee leaves employment.

LUNCHROOM

COOKS AND CASHIERS

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
9	\$15.45	\$15.45		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
12	16.33	16.33		
15	17.18	17.18		
21	17.84	17.84		

NEW HIRE AS OF JULY 1, 1996

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$ 9.06	\$ 9.06		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	9.51	9.51		
2	9.97	9.97		
3	10.41	10.41		
4	10.87	10.87		
5	11.34	11.34		
6	11.78	11.78		
7	12.24	12.24		
8	12.68	12.68		
9	13.14	13.14		
12	13.58	13.58		
15	14.00	14.00		
21	14.73	14.73		

LEAD COOK

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$ 8.70	\$ 8.70		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	9.34	9.34		
2	9.92	9.92		
3	10.70	10.70		
4	11.09	11.09		
5	11.51	11.51		
6	11.96	11.96		
7	12.35	12.35		
8	12.76	12.76		
9	13.27	13.27		
12	13.81	13.81		
15	14.35	14.35		
21	15.00	15.00		

CONTRACT: 187 days - Includes seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) and staff in-service day prior to the start of school added and included in the annual salary notice.

Salary for extra duty assignments to be at individual's hourly rate.

Cooks will be paid time and one-half (1 ½) times their current hourly salary for banquets and special events held during evening hours or weekends and the Christmas Breakfast.

Lunchroom employees shall be reimbursed by vendor check for the money spent on uniforms to a maximum amount of \$145.00 each year of this contract.

Employees must complete a purchase order prior to purchasing and turn in receipts when purchase has been completed.

Individual food service work schedules will be reviewed and corresponding salaries adjusted if necessary during the first full week in October.

Incentive pay in the amount of \$25.00 for attendance at approved OSFSA workshops for members only. Payment will be made in last pay period of June upon receipt of vouchers. Workshops will be a minimum of two (2) hours to qualify.

LUNCHROOM

HEAD COOK AT WESTBROOK

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$10.01	\$10.01		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	10.82	10.82		
2	11.65	11.65		
3	13.18	13.18		
4	13.58	13.58		
5	13.98	13.98		
6	14.50	14.50		
7	14.91	14.91		
8	15.30	15.30		
9	15.96	15.96		
12	16.79	16.79		
15	17.62	17.62		
21	18.27	18.27		

CONTRACT: 189 days - Includes seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) and staff in-service day prior to the start of school added and included in the annual salary notice.

Seven (7) hours per day - 1,323 hours

Lunchroom employees shall be reimbursed by vendor check for the money spent on uniforms to a maximum amount of \$145.00 each year of this contract.

Employees must complete a purchase order prior to purchasing and turn in receipts when purchase has been completed.

Individual food service work schedules will be reviewed and corresponding salaries adjusted if necessary during the first full week in October.

Incentive pay in the amount of \$25.00 for attendance at approved OSFSA workshops for members only. Payment will be made in last pay period of June upon receipt of vouchers. Workshops will be a minimum of two (2) hours to qualify.

PARAPROFESSIONALS (AIDES)

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
8	\$16.42	\$16.42		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
9	16.97	16.97		
12	18.02	18.02		
15	18.91	18.91		
21	19.55	19.55		

NEW HIRE AS OF JULY 1, 1996

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$ 9.06	\$ 9.06		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	9.51	9.51		
2	9.97	9.97		
3	10.41	10.41		
4	10.87	10.87		
5	11.34	11.34		
6	11.78	11.78		
7	12.24	12.24		
8	12.68	12.68		
9	13.14	13.14		
12	13.58	13.58		
15	14.00	14.00		
21	14.73	14.73		

CONTRACT: Number of days determined by contract.

Seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) and staff in-service day prior to the start of school added and included in annual salary notice.

If a paraprofessional is directed by a principal or designee to supervise a regularly scheduled class and the class size exceeds an additional twelve (12) students, the paraprofessional shall apply to the principal for \$15.00 per class when these conditions exist.

Paraprofessionals will be given a projected assignment for the following school year by the last student school day.

Paraprofessionals shall receive their normal hourly rate for staff in-service day prior to the opening of school.

SECRETARIES

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
12	\$20.31	\$20.31		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
15	21.26	21.26		
21	21.92	21.92		

NEW HIRE AS OF JULY 1, 1996

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$11.32	\$11.32		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	11.88	11.88		
2	12.44	12.44		
3	13.02	13.02		
4	13.57	13.57		
5	14.16	14.16		
6	14.70	14.70		
7	15.26	15.26		
8	15.86	15.86		
9	16.38	16.38		
12	16.97	16.97		
15	17.53	17.53		
21	18.25	18.25		

CONTRACT: 205 workdays – Includes seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) added and included in the annual salary notice.

Seven and one-half (7½) hours per day.

Extended service at base rate per hour.

Overtime will commence when the secretary has worked forty (40) hours per week.

Extra time, with administrator approval, must be earned in hour increments.

TECHNOLOGY MAINTENANCE TECHNICIAN

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$16.13	\$16.13		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	16.63	16.63		
2	17.11	17.11		
3	17.63	17.63		
4	18.17	18.17		
5	18.71	18.71		
6	19.28	19.28		
7	19.85	19.85		
8	20.44	20.44		
9	21.05	21.05		
12	21.68	21.68		
15	22.35	22.35		
21	22.99	22.99		

CONTRACT: 205 workdays – Includes seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) added and included in the annual salary notice.

Seven and one-half (7½) hours per day.

Extended service at base rate per hour.

Overtime will commence when the technician has worked forty (40) hours per week.

Of the 205 workdays, in-service days will be required attendance for all technicians.

TRANSLATOR
(For Hearing/Communication Disabilities)

<u>Experience</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>Effective Date</u>
0	\$16.13	\$16.13		August 1, 2011, or the first scheduled workday of the 2011-2012 school year.
1	16.63	16.63		
2	17.11	17.11		
3	17.63	17.63		
4	18.17	18.17		
5	18.71	18.71		
6	19.28	19.28		
7	19.85	19.85		
8	20.44	20.44		
9	21.05	21.05		
12	21.68	21.68		
15	22.35	22.35		
21	22.99	22.99		

CONTRACT: Number of days determined by contract.

Seven (7) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day) and staff in-service day prior to the start of school added and included in annual salary notice.

If a translator is directed by a principal or designee to supervise a regularly scheduled class and the class size exceeds an additional twelve (12) students, the translator shall apply to the principal for \$15.00 per class when these conditions exist.

Translators will be given a projected assignment for the following school year by the last student school day.

Translators shall receive their normal hourly rate for staff in-service day prior to the opening of school.

ARTICLE 18

ELIGIBILITY FOR STUDENTS OF NONRESIDENT EMPLOYEES

All nonresident employees of the Brookville Local School District shall have tuition-free status for their K-12 children (children shall be defined as natural children, stepchildren, foster children, and children where the employee is the legal guardian) so long as the child meets the criteria of tuition students as defined by the Brookville Local School District Administrative Guidelines (see below). Children of District employees may attend Brookville School tuition free, regardless of where they live.

Provided, however, if the District chooses to no longer take tuition students, this article shall become null and void. Current tuition-free students at that time would remain Brookville students under a grandfather clause.

Brookville Local School District Administrative Guidelines Eligibility of Nonresident Student

- A. Nonresident admission on a tuition basis in grades K-12.
- B. Application for nonresident tuition students will be accepted only in the months of August and September and during the first week of the second semester. Nonresident tuition students must reapply each year for admission.
- C. The admission of nonresident students will be limited so that no additional staff and other local expenditures are required.
- D. Resident students will not be denied course selection opportunities as the result of admitting nonresident tuition students.
- E. Nonresident tuition students shall not be excluded on the basis of the child's race, creed, color, national origin, or ancestry.
- F. Nonresident tuition students will be admitted to this District upon receipt of proper application by parent or guardian and approval by the Superintendent.
- G. Proper application means a letter of verification from the principal and/or guidance counselor of the resident district stating that the student has not been a discipline/attendance/or behavior problem. Nonresident students who have experienced unsatisfactory attendance/discipline patterns or need special services will be denied.
- H. Nonresident tuition students are expected to achieve at the 2.00 grade point average or above. Verification of this capacity must be provided before acceptance. This may be in the form of an original copy of the last grade report or a letter of verification from the resident school.
- I. It shall be the responsibility of the parent/guardian to obtain a release from the resident district before the student is permitted to practice or participate in OSHAA sponsored athletic programs.

ARTICLE 19

DURATION OF CONTRACT

This contract was adopted from March 31, 2011, to June 30, 2014. Any policy or compensation changes will be effective July 1, 2011.

For salary and step purposes, this contract will be reopened in the spring of 2013 for the third year of this agreement.

<u>Year</u>	<u>Salary Schedule</u>	<u>Step Index</u>	<u>Stipend</u>	<u>Board Max Pay Insurance</u>
2011-2012	0%	0	one-time 1%	\$13,000
2012-2013	0%	0	one-time 1%	\$13,100
2013-2014	Re-opener on salary and steps			\$13,200

NOTE: Step index will be handled via a "Freeze & Hold" concept. This means that upon return to a Step Index, members would reenter as if they had not been stagnant. Therefore, there would be no retroactive step advancement.

ARTICLE 20

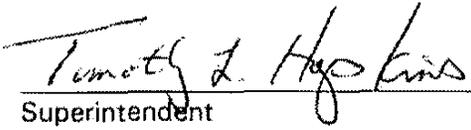
CONTRARY TO LAW

If any provision of this agreement is found to be contrary to the law of the state of Ohio, the law of Ohio shall prevail and all remaining provisions of this agreement shall remain in effect for the duration of the agreement; in addition, negotiations for a successor agreement will be in keeping with procedures set forth in Ohio Revised Code 4117.

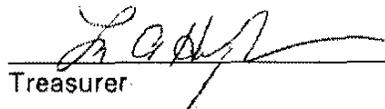
IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of March, 2011.

FOR:

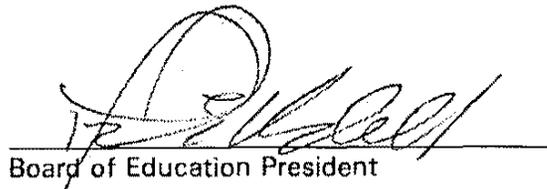
Brookville Local School District



Superintendent



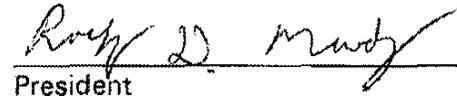
Treasurer



Board of Education President

FOR:

Brookville School Employees Association



President



Negotiations Chairperson

FAMILY LEAVE REQUEST FORM

Name: _____ Date: _____

School: _____ Number of Days Requested: _____

Date(s) of Leave: Beginning _____ through _____

Type of Leave (check one):

_____ Serious personal health condition

_____ Serious health condition of family member

_____ Childbirth

_____ Adoption or foster care of a child

I understand the policy of the Board regarding family leave and agree to abide by its provisions.

() Copy attached

Employee's Signature

Date

Supervisor's Signature

Date

Superintendent's Approval

Date

STATEMENT OF THE EMPLOYEE'S HEALTH-CARE PROVIDER:

1. Date the health condition began: _____

2. Probable duration of the condition: _____

3. Medical facts related to the condition:

4. The employee named above is needed to care for the indicated family member.

5. The employee will need to provide care for the family member for a period of _____.

Physician's Name

Address

City State Zip Telephone Number

Date(s) Consulted

BROOKVILLE SCHOOLS/BROOKVILLE SCHOOL EMPLOYEES ASSOCIATION

GRIEVANCE FORM

(If more space is required, respondent may write on the back or attach a written response.)

Step I – Informal Procedure

Date of Occurrence of Grievance/Complaint: _____

Date and Time of Face-to-Face Meeting: (within **20** working days of alleged grievance)

_____ Date _____ Time

Grievant's Signature: _____

Signature of Person Directly Concerned: _____

Response of Person Directly Concerned: (within **5** working days of meeting)

Signature of Person Directly Concerned: _____

Date Issued: _____

Step II – Formal Procedure – Principal or Immediate Supervisor

Date Grievance Presented: _____

(within **5** working days after receipt of response from face-to-face meeting)

Statement of the grievance including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied:

Remedy Sought: _____

Grievant's Signature: _____

Date of Step II Meeting: _____

Response of Principal/Supervisor: (within 10 working days of Step II meeting)

Principal/Supervisor's Signature: _____

Date Issued: _____

Step III – Superintendent

Date Grievance Presented: _____
(within 5 working days of receipt of Step II response)

Grievant's Signature: _____

Date of Step III Meeting: _____
(within 10 working days of receipt of grievance)

Response of Superintendent: (within 10 working days of Step III meeting)

Superintendent's Signature: _____

Date Issued: _____

Step IV – Arbitration

Date of Receipt of Superintendent's Reply: _____

Date of Association's Demand for Arbitration: _____

If the action taken in Step III by the Superintendent does not resolve the grievance to the satisfaction of the grievant or if no decision has been rendered by the Superintendent within ten (10) working days, the Brookville School Employees shall notify the Board in writing of its intent to submit to arbitration. The Brookville School Employees shall submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine arbitrators from which the parties can select an arbitrator from any list provided by the AAA; the AAA shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator, provided he can comply with the time limit of sixty (60) days in which the arbitration hearing must commence.