

Tentative Agreement

AGREEMENT BETWEEN

**BEAVER LOCAL
BOARD OF EDUCATION**

AND THE

OAPSE CHAPTER #564

JULY 1, ~~2015~~ 2018 - JUNE 30, ~~2018~~ 2021

**Language not referred to in this tentative agreement
will remain as current contract language**

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE II - RECOGNITION

2.03 The following positions are specifically excluded along with those inherent to the administration and supervision of the school systems:

Cafeteria:	Food Service Supervisor
Transportation:	Transportation Supervisor Information Technology Director
Secretarial:	Executive Secretary to Superintendent Special Education Secretary Assistant to the Treasurer Payroll Clerk Technology Director Transportation Secretary
Maintenance:	Maintenance Supervisor
Substitutes:	All

Specifically excluded from the bargaining unit are the Superintendent; Assistant Superintendent(s); Principal(s); "other administrators" as defined by O.R.C. 3319.02; management level employees, supervisors and confidential employees, as defined in O.R.C. 4117.01; and employees belonging to other bargaining units.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE VI - UNION RIGHTS

6.08 BOARD POLICY BOOKS

a) Board policy ~~book~~ is available on the District's web site.

~~b) WORK RULES~~

All regulations and policies referring to the employees, established by the Board, shall be ~~communicated in writing to the president of the Chapter~~ **published on the district web site under Board Policy.**

6.10 UNION ORIENTATION

The President of OAPSE Local 564 or their designee will have up to thirty (30) minutes during their work day for orientation of new employees. Said orientation shall occur during the new employees first two (2) weeks of work but will not interfere with any District in-service and/or mandatory meeting(s). Discussion during orientation shall include but not be limited to acclimation to his/her work environment, professionalism, workplace expectations and rules and procedures and OAPSE membership.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE XX - HOURS OF WORK AND OVERTIME

20.01 Standard Work Week

- B. All bargaining unit employees who work five (5) **consecutive** hours or more per day, shall have one half (1/2) hour paid lunch as part of their work shift.

20.02 Overtime

- G. **Up to three (3) deduct days are allowed to be taken annually upon approval of the Superintendent. No more than two (2) deduct days can be taken in succession of one another or combined with personal days or district breaks.** ~~Døek~~ **Deduct** Days shall only be approved by the Superintendent prior to the date(s) requested, which shall be submitted at least two (2) weeks prior to the date requested. If the Superintendent does not receive or approve the employee's request for a ~~døek~~-**deduct** day(s) and the employee does not come to work on the requested day(s), the employee shall be deemed have vacated and/or abandoned his/her position. Nothing herein shall be deemed to provide any employee with the expectation that ~~døek~~-**deduct** days will be granted and the failure of any employee to be in attendance at work or in approved leave status will result in appropriate disciplinary action, up to and including termination.

20.03 Call-in-Time

Employees not regularly scheduled to work and who are called in to work by his/her supervisor shall be guaranteed a minimum of two (2) hours work. Employees shall be compensated at their regular rate of pay for such hours worked, unless such work is performed in excess of forty (40) hours in a week (Monday through Saturday). **Delays and cancellations do not fall under the category of "call-in time" due to the fact that a cancelled day or delayed day is already a fully compensated paid contracted day.**

20.07 Summer Work

10 month custodians may be offered to extend their contracted days at their regular rate of pay.

If a 10 month custodian does not want to pick up additional summer work, summer help will be paid at \$12.00 per hour and can be offered to any person at the discretion of the Building and Grounds Supervisor.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

If more than three (3) employees are required for summer work, all members of the bargaining of the bargaining unit can pick up the additional summer work at the rate of \$12.00 an hour.

~~All summer work may be offered to bargaining unit employees within the bargaining unit prior to non-bargaining unit employees or substitutes at the zero (0) step of the custodian wage schedule.~~

Bargaining unit members must submit a letter of interest to the appropriate Supervisor.

This language will apply for the duration of this agreement only.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE XXI - CLASSIFIED STAFF PROVISIONS

21.01 Cafeteria Staff

- E. An annual allowance of \$175.00 will be paid to employees for the purpose of purchasing shirts, **pants**, and “non-skid” shoes. Reimbursement will be conditioned upon proof of purchase (i.e., receipt) that must be submitted to the Supervisor within ~~thirty (30) days of purchase~~ **the current school year you are submitting (ie: July 1 2018 to June 30 2019)**. The uniform **including non-skid shoes**, must worn during the performance of their work. **The district will also provide two (2) serving aprons per person and one (1) annually here after for all kitchen employees. These serving aprons must be worn at all times working on the serving line. If the district provided apron is not worn while serving food, the employee will be subject to disciplinary action.**

21.02 Custodial Staff

- F. An annual clothing allowance of ~~\$130.00~~ **\$175.00** will be paid to employees for the purpose of purchasing clothing (**pants, shirts, and shoes**) for work. Reimbursement will be conditioned upon proof of purchase (i.e., receipt) that must be submitted to the Supervisor. within ~~thirty (30) days of purchase~~ **the current school year you are submitting (ie: July 1, 2018 to June 30 2019)**. ~~The District will provide three (3) Beaver Local Custodial Staff collared shirts per year. The shirts are to be worn during school hours and school events.~~
- H. In the event a substitute is not available for an absent custodian, the available work will be offered to regular custodians according to the overtime rotation list. **Regular custodians will be offered the full number of contracted hours of the available position.**

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE XXII - BUS DRIVERS

22.02 Extra Curricular and Field Trip:

- B. Drivers wishing to take morning and/or afternoon trips shall have a substitute provided for **the affected parts of** their run(s). ~~Said drivers will take the entire AM/PM run(s) off, if the trip will affect any portion of that run.~~

- E. All trips shall be posted ~~in the drivers' room~~ on **the bus garage bulletin board prior to, or** Thursday by noon of the week prior to the trip. Tournament games or rescheduled trips are not subject to the advance posting. Drivers shall notify the Transportation Supervisor no later than 2:30 p.m. on the Friday of the week prior to the trip if they are not taking their assigned trip. Exceptions for emergencies will be permitted. Drivers who fail to notify the Transportation Supervisor of their intent to take a trip and/or refusing extra curricular/field trips three (3) consecutive times shall have their names removed from the seniority rotation list for the remainder of the school year. This rule does not apply to early trips, ~~or trips originating in any elementary building.~~ Trip boards shall be updated weekly.

- G. Extra curricular/field trips shall be paid at the rate of **\$11.00** per hour from the point of departure to return to same point and paid in fifteen minute intervals with 8 minutes or more will be paid to the next quarter hour, and time 7 minutes or less will be paid at exact time and drivers shall be guaranteed minimum of three (3) hours and-one half (1/2) hour prep/clean up time in the event the trip is cancelled.

- K. **Coats/Jackets: During the life of this contract, each bus driver will receive one (1) uniformed "BL" jacket in the first school year chosen from a list of options provided by the district. If any new bus driver is hired within the duration of this contract, they will also be provided a jacket.**

22.08 Career Center Mid-Day Shuttle Runs

The assigned ~~drivers who must~~ **performing the mid-day** shuttle of students from District Campus to the Career Center **during the mid-day**, outside their regular runs, shall be paid a minimum of one-half (1/2) hour at their regular rate of pay.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

On days that Beaver Local is not in session, but the CCCTC is in session, the person performing the majority of the run (to the CCCTC in the morning and at the end of the school day) will assume the mid-day run and will be paid for the full days work (5.25 hours). In the event that person cannot perform all three (3) runs (morning, afternoon and mid-day), the person assigned to the mid-day run has first priority to take the full days (morning, afternoon, mid-day) run. In the event that person cannot preform all three runs, the seniority list will be followed.

22.11 Physical Examinations / CDL Reimbursement

The Board shall pay for the annual physical examination for all bus drivers. ~~The Board shall pay up to \$30.00 toward new~~ **for federal licensing requirements. Additionally, the Board shall pay reimbursement of CDL license plus CDL recertification driving time to a maximum of 3 hours, upon proof of receipt.**

ARTICLE XXV - BENEFITS AND LEAVES OF ABSENCE

25.05 Sick Leave

- C. Employees may take sick leave in ~~half~~ **quarter (1/4)** day increments.
- D. Each newly hired (**within two years of employment**) employee ~~and each employee~~ who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave ~~each school year~~ **within the district**, to be charged against sick leave he/she subsequently earns.

Additionally, a five (5) day negative balance will be permitted for current employees only in the event that an employee has a balance of thirty (30) or more sick days before a sick leave absence.

When a bargaining unit member resigns before paying back sick leave advanced, the balance owed will be deducted from his/her last pay check. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, except as otherwise provided within this Article.

H. DONATION OF SICK LEAVE BANK

~~When a bargaining unit member has twenty (20) or less sick leave days and said member is in danger of exhausting these remaining days due to the employee's own serious personal illness and/or the illness of his/her closest relative, the employee may make a written request to the Superintendent for additional sick leave days.~~

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

~~Upon receiving the request the Superintendent may request the OAPSE president to survey members of the bargaining unit to determine which members would be willing to voluntarily donate additional sick leave days up to a maximum of two (2) days to the person making the request.~~

~~The granting of additional sick leave days in this provision shall be at the sole discretion of the Superintendent, and the granting, or not granting of days by him/her shall not be grievable or legally challenged.~~

- A. The Beaver Local School District shall maintain a Sick Leave Bank Committee consisting of five (5) of the union appointed by the Union President along with the district Treasurer and Superintendent. This committee will approve the donation of up to twenty (20) days of sick leave to each eligible applicant, per school year. The maximum number of days an applicant may receive in a school year is twenty (20). Employees with less than ten (10) days of combined sick leave and personal leave shall not be eligible to participate in the bank.**
- B. To qualify for Sick Bank participation, an employee must have experienced a personal catastrophic event or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic event, and the employee must have exhausted his/her sick and personal leave(s). The bank cannot be used beyond the current under which a individual is employed or beyond the end of the school year in which the application is made.**
- C. Request for use of the “bank” will be considered on a case by case basis and must be made strictly through the union and shall not be made on an individual employee solicitation basis. A committee composed of five (5) union members appointed by the union president will make a determination based on the following criteria:**
 - 1. The employee must have experienced a personal catastrophic event or a member of the immediate Family (spouse child or parent).**
 - 2. The total use of the “bank” shall not exceed the current employees contract or current school year.**

Requirements:

In order for an employee to join the bank, an employee is required to donate two (2) days and have at least a balance of ten (10) days of leave prior to their donation (sick/personal) in order to join. In order to stay eligible for the bank, an employee must contribute one (1) day annually during the open enrollment period each August. If an employee skips a year of contribution to the bank, they are required to re-join the bank by the above mentioned rules above. The union president will provide the membership with a donation form provided by the Beaver Local School District Administrative Office.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

25.09 HOLIDAYS

- A. All employees shall be granted the following paid holidays:
1. 9 and 10 month employees:
 - a) Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.
 2. 11 and 12 month employees:
 - a) Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Presidents' Day, Memorial Day, and Independence Day.
 - b) Half-day holiday for Christmas Eve and New Year's Eve only when the days fall on a workday. **In lieu of working both half days, the employee may choose to work a whole day on Christmas Eve or New Years Eve.**
- B. All employees will be paid at the rate of pay for the time that they were scheduled to work on the day the holiday falls.
- C. Regular employees employed less than nine (9) months, shall be entitled to those holidays enumerated above which fall during the employee's time of employment.
- D. If an employee is required to work on any of the above paid holidays, he/she shall be paid at the rate of time and a half for all hours worked.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

25.10 HEALTH BENEFITS/INSURANCES

A. Premium Contributions:

1. Premium contributions shall be as follows (hospitalization/prescription and dental):
 - a. ~~Bargaining unit members employed after October 30, 2015, who work twenty-five (25) hours or more, shall contribute 10% of the monthly premium~~
 - b. ~~Bargaining unit employees hired after October 30, 2015, who work less than twenty-five (25) hours per week have the option to pay the total premium cost to be provided coverage, as there is no Board provided coverage to employees working less than twenty-five (25) hours per week. Current bargaining unit employees who work less than the requisite hours to be eligible for Board provided coverage (i.e., 25 hours) shall pay fifty percent (50%) of the premium cost and the Board shall pay the remaining fifty percent (50%) of the premium cost.~~
 - c. ~~Current bargaining unit members shall contribute 5% of the monthly premium during the 2015-2016 Contract year; 6% of the monthly premium during the 2016-2017 Contract year; and 7% of the monthly premium during the 2017-2018 Contract year.~~

Current eligible (who work 25 hours or more) bargaining unit members shall contribute 10% of the monthly premium during the 18-19, 19-20, 20-21 contract year with a deductible of 500/1000.

E. Enrollment

Employees shall have the right to enroll during annual open enrollment in July ~~August~~ in accordance with the group health plan with coverage becoming effective the first day of September or upon a qualifying event with the coverage becoming effective as the date of the qualifying event.

25.11 SEVERANCE PAY

- A. Upon retirement, employees shall be entitled to receive payment for unused accrued sick leave, according to the following stipulations:
 1. The amount to be paid retiring classified personnel shall be determined by multiplying the number of days of accumulated unused sick leave by the daily rate of pay up to a maximum of one hundred (100) days accumulated unused sick leave. The formula following is one fourth (1/4) of the total days of accumulated and unused sick leave not to exceed 100 days.

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

2. The daily rate of pay shall be the employee's annual salary rate at the time of retirement, divided by the number of days in a contractual year.
3. Severance will be paid upon proof of retirement (examples are, but not limited to: a copy of SERS health card or a copy of retirement check stub).
4. **As part of an employee terminating or retiring from the district, the employee also receives full payment for any unused vacation days.**

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE XXVI - SALARY PROVISIONS

26.01 The yearly salary for all bargaining unit members shall be divided into twenty-six (26) equal payments and paid in accordance with the salary schedule.

A. Bargaining unit members shall be paid every other Friday, unless a holiday or school vacation occurs at which time payment will be made the preceding Thursday.

All employees shall be required to utilize direct deposit and direct deposit stubs will be available through the District's human resource web page. If employees do not have internet at home they will have the option of using a district computer to print information from the HR Kiosk site.

B. Bargaining unit members shall receive their pays through direct deposit.

26.02 Longevity

- .30 5 years per hour to Step 3 of Salary Schedule
- .46 10 years per hour to Step 3 of Salary Schedule
- .62 15 years per hour to Step 3 of Salary Schedule
- .78 20 years per hour to Step 3 of Salary Schedule
- .94 25 years per hour to Step 3 of Salary Schedule
- 1.10 30 years per hour to Step 3 of Salary Schedule**

Longevity rates are listed in the salary schedule of this contract.

26.04 Wage Increase

For all bargaining unit members:

- ~~\$0.30~~ **\$0.90** per hour wage increase effective July 1, 2015 **2018**
- ~~\$0.30~~ **\$0.25** per hour wage increase effective July 1, 2016 **2019**
- ~~\$0.30~~ **\$0.10** per hour wage increase effective July 1, 2017-**2020**

26.06 Secretarial Compensation and Stipend:

There shall be one rate for all secretarial staff. For additional duties such as collecting of fees, principal fund receipts, student activities receipts, and athletic event receipts, secretaries shall receive a \$275.00 stipend. **It is expected that all secretaries are doing the collecting of and entering the data into the computer in order to receive this stipend.**

AGREEMENT WITH OAPSE CHAPTER #564
AND THE BEAVER LOCAL BOARD OF EDUCATION
JULY 1, 2015 TO JUNE 30, 2018

ARTICLE XXXI - DURATION

31.01 This Agreement shall be effective as of July 1, ~~2015~~ **2018** and shall remain in full force and effect until June 30, ~~2018~~ **2021**.

ARTICLE XXXII - AGREEMENT/Signature Page

THIS AGREEMENT made and entered into this ___ day of _____, 2015, by and between the Beaver Local School District Board of Education referred to throughout this Agreement as the "Board" and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSME/AFL-CIO, and its Chapter #564, referred to throughout this Agreement as the "Union," or Association for and on behalf of the employees in the bargaining unit set forth in Articles I & II of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written. (Effective July 1, 2015, through June 30, 2018.)

BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME/
AFL-CIO

By _____
President

By _____
Chapter, OAPSE

By _____
Superintendent

By _____

By _____
Treasurer

By _____

By _____
Bd. Rep.

By _____

By _____
Bd. Rep.

By _____

By _____
Bd. Rep.

By _____