

Brecksville-Broadview Heights City School District
Board of Education
BOSS Negotiations
Tentative Agreement
October 28, 2016

TENTATIVE AGREEMENT

between the

**BRECKSVILLE-BROADVIEW HEIGHTS
BOARD OF EDUCATION**

and the

**BRECKSVILLE-BROADVIEW HEIGHTS
ORGANIZATION OF SUPPORT STAFF**

CUYAHOGA COUNTY

Effective July 1, ~~2016-2012~~ through June 30, ~~2018-2015~~

Note: Any item which appears in the Current Agreement and which has not been specifically addressed in this document is intended to remain the same as in the Current Agreement.

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10/28/16

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SECTION 2. – RECOGNITION

The Brecksville-Broadview Heights Board of Education (hereinafter referred to as the “Board”) recognizes the Brecksville-Broadview Heights Organization of Support Staff (hereinafter referred to as the “Organization”), affiliated with the Ohio Education Association (O.E.A.) and the National Education Association (N.E.A.), as the sole and exclusive representative for all non-teaching employees. Excluded from the bargaining unit are all managerial, supervisory, confidential, and casual employees as defined in Chapter 4117 of the Ohio Revised Code. Additionally excluded from the bargaining unit are the **Administrative Assistant**–~~secretary~~ to the Superintendent, the **Administrative Assistant**–~~secretary~~ to the Director of Business Services, C.A.P.A. **Administrative Assistant**–~~secretary~~, **Administrative Assistant to the Director of Human Resources**; the Assistant to the Treasurer, Treasurer Department’s employees, **Administrative Assistant**–~~secretary~~ to the Director of Curriculum and Instruction, any BeeKeepers School Age Child Care Program personnel,—and the substitute caller, **the EMIS Coordinator, and the Student Services Administrative Assistant**. All members of the bargaining unit shall hereinafter be referred to as “employees.”


Board Representative

Date

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Association Representative

Date

SECTION 14. – LAYOFF

A. Classifications/Seniority

1. The following procedures will govern the layoff of employees when required due to abolishment of a position, financial reasons, abolishment of transportation runs/routes, or lack of work.
2. In the event the Board determines it is necessary to lay off, a reasonable effort shall be made to minimize the number of personnel layoffs by not employing replacements, insofar as practicable, for employees who retire, resign, or otherwise vacate a position. Reduction in hours of a current employee either during the school year or from one school year to the next cannot be used in lieu of a layoff.
3. No summer help or other subcontractor (with the exception of special transportation per Section 31.W) shall be hired to perform bargaining unit work in that job classification while employees remain on the recall list in that job classification. Employees on the recall list who are qualified to perform summer work will be given the first opportunity, based on district seniority, and will be paid at the summer rate of pay.
4. For the purpose of layoff and recall, job classifications and classification series shall be used. "Classification series" are identified by a series number and description, *e.g.*, Series 1: Custodial. "Job classifications" are those individual jobs identified under the classification series.
5. The classification series and job classifications shall be as follows:
 - a. Administrative Assistants/Secretaries

Administrative Assistant
Secretary; Board of Education Secretary/Receptionist
 - b. Bus Aides


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c. Cafeteria

High School Head Cook
Head Cook
Assistant Head Cook - High School
Cook I
Food Service Worker

d. Computer Technicians

e. Courier

f. Custodial

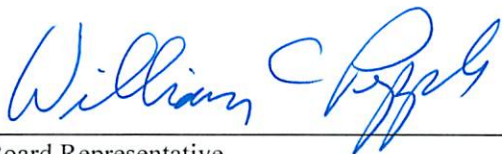
Head Custodian, High School
Custodian Foreman, High School
Head Custodian, Middle School
Head Custodian, Central School
Head Custodian, Elementary Schools
Custodian I - High School/Middle School
Custodian I - Elementary Schools (K-5)
Custodian II

g. Educational Assistants

h. Health Aides

i. Information Systems

EMIS Coordinator
SIS Secretary



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j. Maintenance

Maintenance - Foreman
Maintenance I – Employee
Maintenance II Employee – Building and Grounds
Maintenance III Employee – Athletics
Maintenance IV Employee – Field Maintenance & Custodial

k. Mechanics

Mechanic - Vehicle Maintenance Foreman
Mechanic

l. Media Assistants

m. Print Shop Operator

n. Special Education Assistants

o. Transportation

Bus Instructor
Bus Driver

6. Seniority

District seniority shall be defined as follows in this Section and throughout the Agreement:

- a. The length of continuous employment by an employee of the Board is computed from the employee's effective date of hire in the bargaining unit per the Board minutes regardless of the number of hours worked per day or the number of months worked per year. Work as a substitute employee prior to being a regular employee shall not be counted toward District seniority.


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- b. Unpaid leaves of absence granted by the Board shall not be counted toward District, classification or building seniority, nor shall they break any accumulated District, classification, or building seniority.
- c. In cases of identical District seniority, as a tie breaker, the date of the employee's initial application will determine his/her position on the District seniority list. Where applications have been submitted electronically, the electronic time stamp shall be used as a tiebreaker. The second tie breaker will be the employee's date of entry into his/her job classification. If a tie continues, the position on the District seniority list will be determined by a toss of the coin.
- d. Classification seniority in this Section and throughout the Agreement shall be the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority.
- e. Building seniority in this Section and throughout the Agreement shall be the first day an employee is assigned to a building while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward building seniority.

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SECTION 25. – INFORMATION SYSTEMS

Classifications

1. ~~EMIS Coordinator (minimum of 212 days)~~
2. SIS Secretary (minimum of 203 days)



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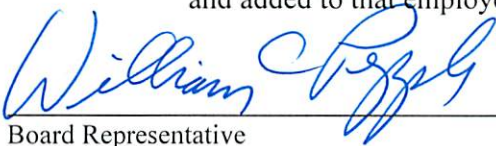
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SECTION 32. – LEAVES

* * *

E. Personal Leave

1. Each employee shall be granted up to three (3) days of personal leave each year (July 1st through June 30th) without loss of salary, to transact necessary personal business or attend to affairs of a personal nature that cannot be conducted outside the regular school day. ~~Personal leave shall not be used for recreational purposes.~~
2. Valid reasons for taking personal leave may include, but not be limited to, the following: family obligations, weddings, funerals, legal obligations, court appearances, travel conditions making it impossible to report as assigned, act of nature or accident to the employee's home or utilities that create a hazardous condition, emergencies beyond the employee's control, summons or subpoena issued for a non-job related issue, and for other just and prudent reasons not covered by any other leave policy.
3. To apply for use of a personal leave day(s), the employee shall submit a "Request for Personal Leave" form (Attachment 2-A) to the Superintendent/Designee at least five (5) days in advance of the use of personal leave, unless an emergency exists.
 - a. Where an emergency exists, a request may be submitted to the Superintendent/Designee with less than the above-mentioned time schedule.
 - b. However, it is understood that certain circumstances may prevent submission of a request form prior to the emergency leave. In such instances, the employee shall submit the "Request for Personal Leave" form (Attachment 2-A) the day following return from such leave. Any employee requesting emergency leave shall notify the person responsible for providing substitutes as much in advance as possible prior to said leave.
4. Any personal leave days that are not used prior to the end of the employee's contract year and not carried over per E.5., below, shall be converted to sick leave and added to that employee's sick leave accumulation.


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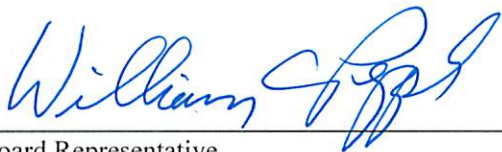
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5. In lieu of converting all remaining personal leave days to sick leave per E.4., above, an employee may carry over one (1) unused personal leave day into the next year. The maximum number of personal leave days allotted in any school year will not exceed four (4) days (i.e. three (3) days assigned for the new school year and one (1) carry over). The employee must complete and return the Personal Leave Carryover Form (Attachment 2-B) by June 30 to take advantage of this option. For purposes of calculation of any merit incentive earned per Section 40, a personal leave day carried over per this paragraph will be the first day used in the next year and will not count against the employee as a day "used."

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SECTION 46. – PAYROLL PRACTICES

A. Placement

1. A promotion is defined as either (1) when an employee moves to a different job classification where the highest step of the job classification in the different classification series is higher than the highest step of the employee's present job classification or, (2) when an employee stays in the same classification series but moves into a job classification in that classification series where the highest step of that job classification pays more than the highest step of the employee's present job classification.
2. A higher job classification is one where the highest step pays more than the highest step of the employee's current job classification.
3. A lower job classification is one where the highest step pays less than the highest step of the employee's current job classification.
4. Each employee who is promoted into a job classification in a different job classification series will be placed at Step 1 or the lowest step on the higher classification schedule that provides the employee with a wage increase of not less than twenty-five cents (\$.25) per hour.
5. Each employee who is promoted from one classification into another within the same job classification series will be moved laterally to the same step on the classification schedule.
6. An employee who vacates a current position and goes into a lower job classification within the same classification series will be placed on the same step. However, if the employee had previously been on a higher step in the lower classification, he/she shall be placed on that higher step.
7. An employee who vacates a current position and goes into a lower classification in a different job classification series will be placed on Step 2 of that classification. However, if the employee had previously been on a higher step in his/her new classification, he/she shall be placed onto that higher step.



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8. Retired employees who are rehired by the Board will be placed at Step 1 on the appropriate wage rate schedule. Step advancement after rehire will occur, but the rehired employees will not accumulate seniority for reduction-in-force purposes only.



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SECTION 49. – SALARY SCHEDULES

Effective July 1, 2016~~2012~~, employees will receive a one and one-half percent (1-1/2%) ~~across-the-board increase or the percentage increase in the teacher base salary for the 2016-2017 school year, whichever is greater be paid at the rates shown on the following schedules at their step placement for the 2012-2013 contract year. Step zero is deleted.~~

For the 2017-2018 school year~~2013-2014 and 2014-2015 contract years~~, employees will receive a one and one-half percent (1-1/2%) ~~across-the-board increase or the percentage increase in the teacher base salary for the 2017-2018 school year, whichever is greater be paid at the rates shown on the following schedules and step advancement for service is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.~~

At the Board's option, and consistent with the terms and conditions of the BEA settlement, to be exercised not later than June 15, 2018~~2015~~, the Board may extend the term of the Agreement~~an additional years, until June 30, 2016~~. In such event employees will receive an ~~across-the-board increase of one and one-half percent (1-1/2%) or the same as the percentage increase for the teacher base salary for the additional school years, whichever is higher be paid for the additional year at the rates shown on the following schedules and step advancement is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.~~

All steps frozen in the past will not be restored~~Step advancement will resume upon the expiration of the term of this Agreement in 2015, or in 2016 if extended.~~

All wage increases shall be retroactive to July 1 of the year the increase is applicable.

In addition, all full-time members of the bargaining unit will receive a one-time educational stipend of Five Hundred Dollars (\$500.00) to be paid within thirty (30) days after ratification of this agreement by both parties. The bonus for part-time employees will be prorated but no bargaining unit member will receive less than Two Hundred Dollars (\$200.00).

Note: The parties agree to add a Minimum Value Insurance Plan to the Agreement to comply with the Affordable Health Care Plan requirements.


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SECTION 50. – LONGEVITY

- A. Any employee shall receive the following amounts for continuous service with the District:
1. After the completion of ten (10) years - \$550 annually
 2. After the completion of fifteen (15) years - additional \$550 annually (total of \$1100)
 3. After the completion of twenty (20) years - additional ~~\$325-275~~ annually (total of ~~\$1425-1375~~)
 4. **After the completion of twenty-five (25) years – additional \$325 annually (total of \$1750)**

In 2011-2012, longevity steps will be frozen for those employees otherwise eligible for a new longevity step (*i.e.* those completing Steps 10, 15, and 20 as of June 30, 2011).

- B. Any employee shall be paid longevity in two (2) equal installments. The first installment shall follow the employee's anniversary date of his/her effective date of hire. If the anniversary date falls between January 1st and June 30th inclusive, the first payment shall be in June and the second payment the following December. If the employee's anniversary date falls between July 1st and December 31st, inclusive, the first payment shall be in December and the second payment the following June. Payments shall be by separate check, if possible, and delivered with the first paychecks of June and December. At the option of the employee, the payment may be put into an annuity.



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SECTION 54. – TERM OF AGREEMENT

- A. Unless otherwise specified herein or extended pursuant to Section 49, this Agreement shall be effective from July 1, ~~2016-2012~~ and remain in full force and effect through June 30, **2018, unless the Board exercises its option to extend the terms of the Agreement in 2018-2015.** This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Board and the Organization and constitutes the entire Agreement between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that neither party shall be obligated to negotiate with respect to any subject or matter referred to or covered in this contract or with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed. Changes on forms in the Attachments may be made with the mutual approval of the Superintendent/Designee and the Organization President/designee.
- B. There shall be no reprisals of any kind against any student, parent, community member, OEA and BOSS, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, strike-threat activities during the negotiations process.
- C. There shall be no reprisals by OEA and BOSS, its members or members of the bargaining unit against the Board of Education, Board Members, Administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of Education during the negotiations process.

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