

# **NEGOTIATED AGREEMENT**

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Between the

***Pike-Delta-York Local School District  
Board of Education***

and the

***Pike-Delta-York Local School District  
OAPSE Chapter #660***

**July 1, 2021**

Through

**June 30, 2024**

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## **ARTICLE 1 – ORGANIZATIONAL RIGHTS**

### **1.01 Recognition**

1. The Board of Education of the Pike-Delta-York Local Schools hereby recognizes the Ohio Association of Public School Employees on behalf of Chapter #660 as the sole and exclusive bargaining representative for all non-certificated employees now employed or to be employed in the following described unit, during the life of this Agreement.

### **1.02 Definitions**

1. The bargaining unit includes all full-time and regular short hour employees in the following positions or classifications which are regularly assigned to a work schedule.
  - a. Pupil Transportation
  - b. Food Services
  - c. Custodial & Maintenance
  - d. Aides
  - e. Secretarial
  - f. Mechanic

### **1.03 Exclusions from Bargaining Unit**

1. For the purpose of this Agreement, the following are excluded from the bargaining unit:
  - a. Maintenance & Transportation Supervisors
  - b. Boiler Operator/Supervisor (Delta Bldg.)
  - c. Cafeteria Supervisor
  - d. Administrative Aides
  - e. Substitute & Seasonal Employees
  - f. Treasurer, Assistant Treasurer, and Treasurer's Clerk

## **ARTICLE 2 – PLEDGE AGAINST DISCRIMINATION AND COERCION**

### **2.01 Non-Discrimination and Coercion**

1. Discrimination is covered by law in FC 4111.17 and 4112.02.

## **ARTICLE 3 – ZIPPER CLAUSE / MANAGEMENT RIGHTS**

### **3.01 Management Rights and Zipper Clause**

1. The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority duties, and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## ARTICLE 4 – UNION REPRESENTATION

### 4.01 Union Dues

1. The Association and its members will indemnify and hold harmless the Board of Education, Superintendent, and Treasurer against any and all claims, judgments, or any other litigation involving the Board's implementation of dues deduction pursuant to this Agreement. Further, it is understood that the cost of the Board's defense will be paid by the Association providing the Association designates council.

### 4.02 Fair Share Fee

1. The Association and Board agree they will maintain compliance with all the relevant constitutional and statutory requirements for fair share fees.

### 4.03 Payroll Deductions

1. The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.
2. Deductions shall be in twelve (12) consecutive months.
3. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee per the membership application. Written notice of revocation shall be served upon the Treasurer and the State Association Treasurer.
4. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

### 4.04 Union Representation

1. Building Representatives or Chapter Officers shall at any time be entitled to seek and obtain assistance from OAPSE Staff Personnel.

### 4.05 Information Provided to Union

1. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and as changes occur thereafter. The roster shall indicate the employee's present classification and primary job site. A seniority roster shall be updated and provided yearly, at 4th week of the beginning of the school year, to the chapter president or designee.
2. The Association will be notified of any meeting date and time and may be permitted a representative from within the bargaining unit, who will be allowed to attend and provide input concerning the following:
  - a. School Calendar
  - b. Selection of New Administrators



#### 4.06 Employee Rights Under the Law

1. Articles in this contract supersede any related topic in the Ohio Revised Code.

#### 4.07 Union Business During Business Hours

1. The right of access at reasonable times to areas in which employees work.
2. The union president/designee will be allowed to meet with new hires for 10 minutes (without loss of pay) for union orientation within the first two weeks of employment. If multiple employees are hired at the same board meeting, the union orientation meeting will be completed simultaneously.

#### 4.08 Use of Facilities

1. The right to use, without charge, Board of Education bulletin boards, mailboxes, and the use of the school mail system.
2. The right to use without charge school buildings at reasonable times.

#### 4.09 AFSCME-PEOPLE

1. The Board and Association shall do everything required to comply with all the laws and regulations of the State of Ohio. If any provision of this document, or any application of the provisions of this document to any person or persons, shall be found to conflict with any Federal or State law, or regulation, ruling, or order, whether now or hereafter enacted, then such provisions or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Amendments are to be made at the time the provision is found to be contrary to law on that item only.
2. PEOPLE Deductions. The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization, such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### 4.10 Labor Management Committee

1. The parties agree to meet on at least a quarterly schedule, and more often if necessary. All meetings shall be held at agreed upon times and places. No member shall be without loss of pay to attend LMC Meetings. Agenda items shall be exchanged one (1) week in advance.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

#### 5.01 Definitions

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
2. A grievant shall mean a person or persons alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.
3. Day equals work day.

## 5.02 General Provisions

1. The purpose of this procedure is to settle, at the lowest possible administrative level, any grievances which may arise.
2. Any grievance must be filed on an authorized grievance form agreed to between the parties of this Agreement.
3. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.
4. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor, the local Association representative, or the district website.

## 5.03 Steps

1. Step 1: Nothing written in this policy will stop any employee(s) or the Union having a grievance from discussing the matter informally with any appropriate administrator who could settle the grievance. If after ten (10) days the informal step does not solve the grievance, it shall be forwarded to the next step.
2. Step 2: If the action taken at Step 1 does not resolve the grievance to the satisfaction of the grievant(s) of Step 1, then the grievant(s) may submit the grievance on the proper grievance form to the Superintendent of schools within five (5) days. The Superintendent shall arrange for, and preside at, a meeting to take place within five (5) days after the receipt of the grievance. The Superintendent and grievant(s) may have other employees which are deemed necessary to present facts pertinent to the grievance.
3. Step 3: If the action taken at Step 2 does not resolve the grievance to the satisfaction of the grievant(s), then the grievant(s) may submit the grievance on the proper grievance form to the Superintendent of schools within five (5) days. The Superintendent shall arrange for a meeting with Federal Mediation Conciliatory Service (FMCS). The mediator must be agreed upon by both parties. This meeting will be held at the availability of the FMSC mediator. Upon conclusion of this meeting, the Superintendent will give an answer, in writing, by mail, postmarked no later than five (5) days after the meeting with the Mediator.
4. Step 4: Any grievance not resolved within ten (10) days of the date of the decision at Step 3 shall be submitted to arbitration, with the arbitrator selected through the American Arbitration Association in accordance with rules and regulations of the AAA.
5. Step 5:
  - a. The Board will not engage in reprisals against any employee(s) who files a grievance.
  - b. Within the time limit in that step, any grievance not advanced to the next step by the grievant(s) or the local Association's representative shall be deemed resolved by the Administration's last answer.
  - c. Any grievance not answered by the Administration and/or satisfactorily resolved within the time limit in that step, may be advanced to the next step.
  - d. Time limits may be extended by the Administration and the local Association officials in writing; then the new date shall prevail.

## 5.04 Arbitration

1. The decision of the arbitrator, with respect to grievance, shall be binding. The arbitrator shall have jurisdiction and authority only to interpret and/or apply the provisions of the negotiated written Agreement. The arbitrator shall have no authority to alter, add to, or subtract from the terms of the Agreement, or to make any decision contrary to law.
2. The arbitrator shall make his report to the grievant(s), the Board of Education, and the President of the Association. Said report and recommendations shall be made within thirty (30) days after the close of the arbitration hearing.
3. The cost of the arbitration shall be paid by the loser of the grievance.

## **ARTICLE 6 – SENIORITY / INITIAL EMPLOYMENT**

### **6.01 Seniority Definitions**

1. When an employee changes classifications, his/her seniority date for that classification shall begin on the first day of employment in that classification. If the employee bids into a previously held classification, his/her new seniority date shall begin on the first day of return to the previous classification.
2. The system seniority date shall be determined by the employee's last date of hire by the Board of Education.
3. To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.
  - a. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.
  - b. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification. Job classifications shall correspond with the job classifications set forth in Article 1, or as established in Articles 7 and 12 of this Agreement.
4. At the Superintendent's request, OAPSE will meet to consider, in a particular case, the desire of the Superintendent to hire a new employee above the zero (0) year experience step.
5. Vacancy – The result of a resignation, retirement, termination for just cause, position transfer, or death of bargaining unit employee.
6. New Position – When an additional employee is required in one of the bargaining unit classifications.
7. Administration will make every attempt to notify a district employee of a move from one building to another district building at the earliest possible notification.

## **ARTICLE 7 – JOB OPENINGS**

### **7.01 Definition**

1. Prior to any change in any job description covered under this Agreement, the Association shall be notified of such changes anticipated and the effective date of such change.

2. The Board agrees to provide each bargaining unit employee with a copy of his/her job description when the employee receives his/her annual notification of salary under 3319.082.

Classifications Shall Include:

- a. Pupil Transportation
- b. Food Service
- c. Custodian & Maintenance
- d. Aides
- e. Secretarial
- f. Mechanic

#### 7.02 Posting Requirement

##### 1. School Year Vacancies

- a. When a vacancy occurs in a classification or location assignment, it shall be made known via an e-mail to all bargaining unit members. The deadline of five (5) days shall be clearly specified within this notification. Interested employees may request consideration for the position in writing to the Superintendent prior to the established deadline. Any position that is filled with a substitute or temporary employee for a period of twenty (20) consecutive work days shall be deemed a vacancy and must be posted for bid via e-mail.

##### 2. Newly Created Positions

- a. When a new position in any of the said classifications or buildings is created, all such positions shall be made known via an e-mail to all bargaining unit members.
- b. Additionally, the Board shall send an e-mail notification to all bargaining unit members when a vacancy occurs within the excluded positions as listed in Article 1, Section 1.03. These excluded positions are exempted from the bidding procedure in Section 7.02.

#### 7.03 Due Consideration

1. During the summer months, all vacancies shall be made known via an e-mail to all bargaining unit members. The deadline of ten (10) days shall be clearly specified within this notification. Interested employees may request consideration for the vacancy by submitting a request in writing to the Superintendent.

#### 7.04 Selection Process

1. It is the desire and policy of the Board to reward competent and faithful employees by promotion. At the time of the e-mail notification, the Board will also make known the qualifications necessary for the vacant position. Once the Superintendent has verified the applicant to possess said qualifications, the vacant position shall be offered first to the qualified employee working within the classification according to seniority, excluding the secretary to the Principal. The Principal will select his/her secretary from a list of bargaining unit secretaries who have submitted their bid for the position. Employees that have not met the necessary qualifications shall be given the test results, if requested.
2. Job classification seniority shall be defined by the length of employment by an employee in a particular job classification.
3. In filling the position vacancy, the Board shall apply the following process:

- a. The Board will e-mail the qualifications necessary for the vacant position and, once the Superintendent has verified the applicant to possess said qualifications, the vacant position shall be offered first to the qualified employee working within the classification, according to seniority.
- b. If the vacant position is not filled by an employee within the classification, it shall then be offered to the employee, if qualified, with the most seniority with the Board within the bargaining unit classifications.
- c. If an employee is not selected through the above process, the Board may fill the position with a newly-hired employee.
- d. No more than two postings shall be required in filling a series of vacancies in each classification created by the occurrence of an original vacancy. An employee awarded a position under this section may return to his/her former position during the first ten (10) work days.
- e. When time on a position increases by thirty-one (31) or more minutes, the position will be subject to bidding. Increases of less than 31 minutes do not require the bidding process; however, multiple increases to a position during the same school year equaling thirty-one (31) or more minutes would require the bidding process at the time the proposed increase would change the position's time by thirty-one (31) or more minutes for said school year.
- f. System seniority shall be defined as the length of employment by the Board as computed from the employee's most recent date of hire.
- g. If any non-OAPSE members have received paid training from the Board that will be a requirement for a position, the same opportunity for training shall be offered to otherwise qualified OAPSE personnel that bid for the position.

#### 7.05 No Strike

1. There shall be no strike, slowdown or work stoppage sanctioned by the Association for the duration of the Agreement.
2. There shall be no lockout of the Association over a labor dispute during the duration of the Agreement.

## **ARTICLE 8 – WORK TIME AND WORK YEAR**

### 8.01 Work Year

1. This notification of schedules does not in any way prevent the employer from making unilateral changes when they deem it necessary.

### 8.02 Starting Times

1. Prior to the beginning of each school year, notify each employee of their starting and quitting times.
2. If there is to be any change during the year to said schedule, five (5) days' notice of intent to change will be given to those employees.

### 8.03 Contracts

1. For those full-time employees whose work is satisfactory, a contract will be issued for the remainder of the year. The contract year runs from July 1 through June 30.

2. Non-teaching employees would continue automatically to move to the next “year of experience” step, one step at a time, within the total number of steps indicated for each classification.
3. To advance one year on the hourly rate schedule, a minimum of one-hundred-twenty (120) days of experience is required the preceding year.
4. The O.R.C. states that a salary notice must be sent by the first day in July. If the salary is not set and approved by the first of July in a salary negotiation year, the July 1<sup>st</sup> date is extended until salary is set and approved.

#### 8.04 Overtime

1. All extra time/overtime shall be offered within each classification and in the building in which the work is to be performed. The offer shall be made on a rotational basis by classification seniority, except for custodians, which shall be by classification seniority only (no rotation).
2. Regular employees of the Board of Education shall be offered additional work in their assigned buildings and classification before the work is offered to a substitute employee. Offer shall be by seniority rotation system.
3. All hours earned or worked during the week in excess of forty (40) will be compensated at a time and one-half (1 ½) rate, or in an equivalent amount in compensatory time off at the employee’s option as long as the employee has not used more than two (2) sick days during the pay period and has a sick leave balance of more than forty (40) days.
4. Sunday will be paid at double time (2X) the regular rate, or in compensatory time.

#### 8.05 Compensatory Time

1. Said compensatory time off can be taken within three (3) months of its accrual, with the approval of the Superintendent or his/her designee.
2. If said compensatory time is not taken or scheduled within three (3) months from the date of occurrence, it will be paid off at a time and one-half (1 ½) rate.

#### 8.06 Travel Allowance

1. The Board of Education will set a rate each year for travel allowance for employees required to use their own vehicles. Such rate will be uniform for all employees. Mileage will be reimbursed at the IRS rate established on July 1 of the current year.

#### 8.07 Definitions

1. Day
  - a. The number of hours per day worked equals the number of hours deducted for leave purposes. A day for any given employee means the number of hours he/she works. Therefore, a day for employee A may consist of six (6) hours and a day for employee B may consist of seven (7) hours.
  - b. Days are work days when stated in the contract.
2. Full-time Employees (7 hours or more, daily)

- a. Full-time employees assigned to a building shall have an unpaid, duty-free lunch period and two (2) paid fifteen (15) minute breaks during their work day.

#### 8.08 Required Meetings

1. All employees who are required by their supervisor to attend a mandatory meeting beyond their regular work hours will be paid at their regular hourly rate.

#### 8.09 Sub-Contracting

1. No outside contractor, supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board of Education outside the bargaining unit, may be used to eliminate an employee's job or reduce the regular work hours of an employee. A rotational, district-wide seniority list shall be used for all additional work, as long as it does not conflict with the employee's normal contracted time.
2. Summer projects where additional staffing or outside resourcing may be needed will be dialogued with union representatives prior to advancing the project. The intent of this discussion will be to get staff input as to where current employees might fit in. Those special skilled situations (roofing, plumbing, heating/air conditioning, etc.) will not be considered under this Agreement.
3. The Association acknowledges the right for the Board to use a bonafide subcontractor under the current negotiated Agreement, but wishes to highlight the ambiguity of when or when not this should happen.

#### 8.10 School Delays and Cancellations

1. All employees working less than twelve (12) months shall be paid their appropriate rate of pay for all days or a part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity. Work performed on a calamity day (for a maximum of five (5) days each year) by employees that work less than twelve (12) months shall be paid at a rate of time and one-half (1 ½) their regular rate of pay.
2. All twelve (12) month employees will work the first three (3) calamity days each year. Twelve (12) month employees working the first three (3) calamity days each year will receive their regular rate of pay for the hours worked. Twelve (12) month employees working the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) calamity days each year shall be paid at a rate of time and one-half (1 ½) their regular rate of pay for hours worked on the calamity day. After the fifth (5<sup>th</sup>) calamity day each year, twelve (12) month employees will work their regular hours at their regular rate of pay.
3. Definition: When the Superintendent of Schools, in his concern for student health and safety, declares that all schools are closed because of heavy snow or other severe weather conditions, mechanical emergencies, or other acts or conditions beyond control of the system, all non-teaching employees that work less than twelve (12) months each year will be excused from work with pay. All twelve (12) month employees will work the first three (3) calamity days each school year. After the first three (3) calamity days each year, employees that are called in and work on the next two (2) calamity days shall be paid time and one-half (1 ½) their regular rate of pay. Twelve (12) month employees who are unable to work on the mandatory (first three) calamity days shall be docked for time missed. Twelve (12) month employees will have the opportunity to "make up" time missed on a calamity day in the same fashion as days are earned for "compensatory time" (Section 8.05).
4. For make-up day purposes taking place during the school year, the following protocol will be used:
  - a. Beginning with the 6<sup>th</sup> day that school building(s) are closed, make up time will be attained in the following way:

- i. If make up time is needed prior to Martin Luther King Day (MLK Day), school will be in session on MLK Day.
- ii. If make up time is needed prior to President's Day, school will be in session on Presidents' Day.
  - 1. Any additional day needed to be made up will be added as workdays to the end of the school year calendar.
- iii. If MLK Day and/or Presidents' Day are utilized to make up time, 12 month employees will have the option to:
  - 1. Use the day as a Holiday and would not be required to report to work, or
  - 2. Choose to report to work and be paid at a rate of one and one-half (1 ½) the regular rate in addition to Holiday Pay.
- iv. If MLK Day and/or Presidents' Day are utilized to make up time, Nine (9), Ten (10), and Eleven (11) month employees will be required to report to work and will not be paid at a rate of one and one-half (1 ½) the regular rate. It is understood Nine (9), Ten (10), and Eleven (11) month employees are working this day with no additional compensation to make up for a previous calamity day where the employee has already received compensation.

#### 8.11 Summer / Break Work

- 1. Employees interested in working on the summer crew must notify the Superintendent or his/her designee in writing of their interest by May 1<sup>st</sup> each year.
- 2. Summer work will be paid at Step 0 custodial rate.
- 3. The Board will offer summer/break work to all bargaining unit employees not working twelve (12) months (prior to offering summer work to non-bargaining unit or to the public). Nine (9) month custodians will be paid their regular rate of pay during summer work.
- 4. This does not restrict the Board from hiring high school students and graduates continuing their education, as long as OAPSE members are offered the work first.
- 5. Summer work will begin after the first (1<sup>st</sup>) day of the employee's individual contract each year and last until the day before the employee's individual contract begins.

#### 8.12 Snow Removal

- 1. Employees interested in working on a snow removal crew must notify the Superintendent or his/her designee in writing of their interest.
- 2. Employees who work on a snow removal crew at times other than their regular work hours will be paid at Step zero (0), Custodial/Maintenance. However, employees in the Custodial/Maintenance and Mechanic classifications shall be paid at their regular hourly rate during snow removal work.
- 3. Non-bargaining unit employees shall not be allowed to operate snow removal equipment until the snow removal list of bargaining unit members has been exhausted.



## ARTICLE 9 – TRANSPORTATION

### 9.01 Definitions

#### 1. Bus Routes

- a. Each summer, bus routes for the following school year will be placed by the Transportation Supervisor, working within the guidelines set down by the Board of Education and Superintendent. When necessary, drivers shall provide the Transportation Supervisor with technical information on turn-arounds, obstructions, and special circumstances concerning a route.
- b. All drivers will maintain the same route from year to year, as near as possible.

#### 2. Emergencies

- a. In emergencies, bus drivers will contact the Transportation Supervisor. If no answer, bus drivers will contact the Main Office; or the home number of the Transportation Supervisor or the Superintendent after school hours.

### 9.02 Annual Route Bidding

1. In the event a route becomes vacant during the summer or a new route(s) is proposed, drivers shall be notified by e-mail at least five (5) days prior to the annual route bidding. Drivers will be paid their hourly rate for attendance at this meeting.

### 9.03 Trips

1. All trips: All trips will be offered to Contracted drivers based on their availability from their contracted time.
  - a) Available trips will be posted and updated weekly.
  - b) A weekly rotation will be used based on the driver's seniority.
  - c) The rotation will start over every week with the most senior driver that signed up to begin to receive trips that week.
  - d) If a new trip is received mid-week, then all drivers will be asked beginning with highest seniority.
  - e) From time to time it is necessary to take a driver off route or out of another contractual department, in order to fill a trip. Because of the different stakeholders and other jobs that drivers have, it will be at the digression of the Supervisor of which driver is taken off route or from another contractual department to fill the trip. This will be chosen from departments that would affect the students the least.
  - f) If a driver turns in a trip obligation, the driver forgoes the opportunity to participate in the next weekly trip sign up opportunity. A week is defined as Sunday through Saturday.
2. Regular drivers have priority over substitutes, coaches, and certificated employees for field trips and athletic events requiring a bus, utility/cargo trailer or recreational vehicle. Coaches and/or certified staff may use one (1) school van or car for transporting five (5) or less students, seven (7) if the destination is within a thirty (30) mile radius, or Board equipment to related activities, provided they are not compensated for the trip. If the above coach and/or certified staff is unavailable for the trip, a bargaining unit bus driver will be offered the trip. This excludes a van or pickup truck.
3. Time permit sheets will be provided for extra trips.

4. The employer shall provide a chaperone on all trips in which students are being transported. In the event a chaperone is not available, the bus driver shall be paid the regular contracted pay (route pay) for the time of the trip.
5. There will be a maximum of one-hundred-fifty dollars (\$150.00) per pay, per night, per bus driver, for all overnight trips.
  - a. An overnight trip is one where a driver will be away from home overnight. A night is equal to a maximum of twenty-four (24) hours from the time the trip left Delta, Ohio. Any portion of the following day which is less than twenty-four (24) hours shall be compensated the hourly field trip rate up to a maximum of one-hundred dollars (\$100.00).
  - b. Lodging will be furnished each driver at Board expense. Drivers shall share a room when appropriate.
  - c. Meals will be reimbursed up to a maximum of twenty dollars (\$20.00) per day, unless provided by the school. Receipts must be submitted.

#### 9.04 Summer Routes and Trips

1. Drivers will retain previous year's summer runs, if available.
2. If a summer route is discontinued, driver of said route may displace a less senior driver on another summer route.
3. If a vacancy occurs in the summer routes, it shall be placed up for bid via an e-mail notification.

#### 9.05 Bus Driver Trainers

1. Bus driver trainer(s) shall be compensated their regular driving rate for all hours worked when training new drivers.

#### 9.06 Miscellaneous

1. It is understood that the Transportation Supervisor may require buses to be parked between runs at the bus garage and/or designated parking areas.
2. Drivers are encouraged to attend workshops, training programs, seminars, Road-E-O and other educational programs that would improve their job skills. The procedures in Section 17.07 shall be followed.

#### 9.07 Driver Reimbursements

1. Compensation for breakdown and service time will be paid at the regular rate of pay as authorized by the Transportation Supervisor. It is the responsibility of the driver to notify the Transportation Supervisor when he/she will be delayed as a result of a breakdown, or as a result of repairs which need to be made. Time over one (1) hour will be considered for compensation. Compensation is to be paid at the regular field trip rate.
2. Isolated substitute runs lasting less than one (1) hour will be paid for one (1) hour.
3. All initial and renewal license and testing fees related to the knowledge and driving test will be paid by the Board. This shall include a driver's CDL, testing fees, fingerprinting, FBI/BCI checks, and other requirements needed to obtain a school bus passenger endorsement and county certificate.

#### 9.08 Employee Alcohol and Controlled Substance Testing

1. The Board will pay for required drug testing expenses. The employee may use a school vehicle to and from the testing site, unless otherwise determined by the Board. The driver will be reimbursed up to one and one-half (1 ½) hours at regular pay for random drug testing. If reasonable suspicion testing is done during an employee's regular work hours, the employee will be paid his regular work hour wages.
2. If the District coordinates the testing to take place in-district during an employee's regular work hours, no mileage or extra pay will be paid to employee.
3. The Board shall offer a drug and alcohol rehabilitation program to all CDL holders prior to the mandatory Alcohol and Drug Testing in-service. The cost of this rehabilitation program for employees not participating in the district health coverage plan will be equally shared by the employee and the Board of Education, to a maximum of \$5,000.00 (\$2,500.00 is maximum Board expense).
4. On the first occurrence that an employee's test is positive for drugs exceeding Federal Guidelines or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave, and/or a medical unpaid leave at his/her request. The employee shall receive a twenty-four (24) hour (1 day) suspension without pay.
5. On the second occurrence that an employee's test is positive for drugs exceeding Federal Guidelines or alcohol (at .04 and beyond), the employee shall be terminated.
6. If an employee's alcohol test results in a reading of .02 or greater but less than .04, that employee shall receive a written reprimand, a twenty-four (24) hour (1 day) unpaid suspension, and be required to attend an Employee Assistance Program (EAP) consultation. The Transportation Supervisor shall make an effort to schedule the EAP consultation within the twenty-four (24) hour suspension period and confirm the meeting with the employee. Should an appointment be scheduled outside of the twenty-four (24) hour suspension, the employee shall have the suspension continued. Suspension beyond the initial twenty-four (24) hour period and as until such time as the EAP appointment, the employee shall be suspended with pay.
7. However, if for any reason the employee fails to keep the EAP appointment, he/she will remain or be immediately returned to suspension without pay until he/she attends the EAP consultation.
8. Any reoccurring incident of an employee's alcohol test results in a reading of .02 or greater but less than .04 will result in additional discipline as provided in this Agreement.

#### 9.09 Bus Conduct Reports

1. All drivers will be informed of the following situations, if it is directly related to the operation of his/her route, by either the Building Principal or the Transportation Supervisor.
  - a. If a child has been suspended either from school or bus transportation.
  - b. If there is a student assembly at Four County which would interfere with the normal operation of the Four County routes time schedule.
  - c. Notice shall be given to each driver involved as to when parent-teacher conferences are to occur and what grades will be affected. This notice shall be given at least three (3) days in advance of the scheduled conference days.

- d. Whenever school is notified by parents that a student has a particular health problem, such as diabetes, epilepsy, severe allergy to bee stings, etc., a health alert flag will be assigned to a student's name on the bus roster.

## **ARTICLE 10 – FOOD SERVICE**

### **10.01 Special Information**

1. Guidelines regarding the number of lunchroom workers per lunch served will be taken into consideration when staffing a facility.
2. All full-time food service employees will work the cafeteria in-service days.
3. If additional help is needed, part-time cafeteria employees within the building will be called in by classification seniority on a rotation basis.
4. When any kitchen within the district is being used, the Kitchen Manager must be present, and be compensated at his/her regular hourly rate for all hours worked. If the Kitchen Manager is unavailable, he/she will select a cafeteria employee within that building to fill the Kitchen Manager's responsibilities. This selection will be done on a rotational basis by classification seniority and will be compensated at his/her regular hourly rate for all hours worked. If the position is not filled from within the building, the position will be filled from a list of cafeteria employee's system-wide classification on a rotational basis.
5. Any oversight in the selected process by the Kitchen Manager is not grievable.
6. Kitchen Manager will receive an additional thirty cents (\$0.30) per hour to their base rate.
7. Any work-related accessories (i.e. – specialty shoes, aprons, hats, hair nets, uniforms) shall be furnished by the Board.
8. Any cafeteria personnel that are required to have certifications shall be reimbursed for time, test costs, and certifications costs for one test attempt (should the employee need more than one attempt to pass a test, that time and test cost would be the employee's responsibility).

## **ARTICLE 11 – WORKING CONDITIONS**

### **11.01 Work Rules**

1. All regular part-time custodians who perform duties during evening hours when school is in session may perform their assigned duties on the day shift on days' school is not in session, at the discretion of the administrator or direct supervisor.

### **11.02 Evaluations**

1. An annual evaluation form made out on any employee's work record shall be examined by the employee and initialed by him/her prior to being placed in his/her file.
2. An employee may write his/her comments on any evaluation form examined by him/her.
3. Any employee can request to see and will be permitted to examine his/her personnel file, as long as the employee does not remove any article from the file.

### 11.03 Reasonable Accommodation

1. Classification supervisors will annually survey employees as to their interest in various in-service opportunities.

### 11.04 Occupational Safety and Health (OSHA)

1. It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board shall make reasonable provisions for the safety and health of its employees while they are on the Board's property, or at facilities used by it, or while on official Board business during the course of their employment. The Board will provide a safe working environment and safety equipment for personal protection where required. No employee shall be required to use any equipment which is in an unsafe condition. All conditions will be governed by good safety practice and applicable statutes. Employees will be expected to exercise due diligence in the use of hazardous equipment or chemicals and to take extraordinary precautions to assure fellow employees and students are not placed in jeopardy. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. In all conditions, employees are expected to make safety the first consideration in any decision where a risk is involved. Lighting of buildings, stairways, halls, parking lots, and sidewalks shall conform to proper safety standards. Employees are expected to report all accidents promptly and to report all unsafe conditions to the appropriate supervisor. In case of injury to an employee or student, it shall be the responsibility of the supervisor of the activity to obtain immediate medical aid. It is the intent of the foregoing to make the practice of safety a shared responsibility. The Board will act to provide the safety training of employees where it is found to be necessary. A Safety Committee so designated by the Association shall meet in conjunction with promoting the above. Monthly inspection form to be used when needed.

## ARTICLE 12 – JOB SECURITY

### 12.01 Layoff / Recall Procedures

1. All bargaining unit classifications and positions shall be filled by employees of the Board.
2. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
3. The number of people affected by reduction-in-force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
4. Whenever it becomes necessary to lay off employees as stated above, the Board shall lay off in accordance with this section and the recommendations of the Superintendent, who shall give primary preference to employees with greater seniority. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification, computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service.
  - a. Seniority shall be determined at the start of each school year by the published list from the Superintendent.
  - b. The seniority list will be available and posted at each work site at each building.
  - c. The Association will receive a complete copy at the beginning of each school year to verify the listing.

5. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
  - a. Pupil Transportation
  - b. Food Service
  - c. Custodial & Maintenance
  - d. Mechanic
  - e. Aides
  - f. Secretary
6. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.
7. Each employee to be laid off shall be given ten (10) work days' advance written notice of the layoff by registered mail to the employee's last known address. Each notice of layoff shall state the following:
  - a. Reasons for layoff or reductions.
  - b. Effective date of layoff.
  - c. A statement advising the employee of their rights of reinstatement from the layoff.
8. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification, or any employee is reinstated from the probationary list.
9. Vacancies which occur in the classification of layoff shall be offered to the employees standing highest on the layoff list before the next person on the list may be considered.
  - a. Any employee has the right to decline a reinstatement offer if it is not similar in hours, for benefit purposes, as the position laid off from, without being removed from the list. Any employee who declines or does not respond to a reinstatement offer of similar hours and benefits shall be removed from the list. An employee accepting a position of less hours and benefits has the right to move to a position of similar hours and benefits held prior to layoff, when available, before recalling the next person on the list.
  - b. Regular employees on layoff will receive their regular rate while substituting. Said employee's date on reinstatement list shall be changed accordingly.
10. The employees' names shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

## **ARTICLE 13 – EMPLOYEE DISCIPLINE**

### **13.01 Purpose**

1. On-the-job correction or guidance by a supervisor is not considered discipline.

### **13.02 Procedure**

1. For serious discipline problems, disciplinary action shall consist of a course designed to improve the quality of the employee's work. Discipline measure shall proceed from mild to strong, depending on the frequency or seriousness of the offense:
  - a. First, or mild, offenses – Oral warning. (With written copy to employee)
  - b. Second, or more serious offense – Written warning with copy to employee.
  - c. Third, (or more), or serious offenses - Written warning and written notification of meeting with supervisor. Employees may also have an Association representative present.
  - d. Fourth, or more serious offense – An employee may be suspended up to three (3) days without pay.
  - e. Fifth, or more serious offense – An employee may be terminated.
2. The employee may appeal disciplinary action directly to Step 3 of the grievance procedure, and beyond.
3. Any written reprimand or other written disciplinary action shall be shown to the employee and the employee shall be given an opportunity to initial same prior to it being placed in his/her personnel file.

#### 13.03 Conference

1. At any time, employees may review their personnel file in the presence of the Superintendent and challenge material that they feel is false, irrelevant, or out-of-date.

#### 13.04 Penalties

1. The above listed discipline procedure does not exclude the Board from immediate termination of an employee for reasons listed under O.R.C. 3319.081. The grievance and arbitration procedures set forth in this Agreement shall be the exclusive procedure for appealing the suspension or termination of an employee covered by this Agreement.

## **ARTICLE 14 – PERSONNEL RECORDS**

#### 14.01 Personnel Files

1. Review – the Board will attempt to notify the employee of any requests to review their personnel record.
  - a. OAPSE representative has the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee.

## **ARTICLE 15 – HOLIDAYS**

#### 15.01 Holidays for Nine (9) or Ten (10) Month Employees

1. Nine or Ten Month Employees: 9 holidays

- a. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Good Friday, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

#### 15.02 Holidays for Eleven (11) or Twelve (12) Month Employees

1. Employees will be paid for the following holidays provided they have worked on the preceding and the following scheduled work days before and after such holidays.
  - a. New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day.

#### 15.03 Working on a Holiday

1. All work performed on any of the holidays listed below shall be paid at double time (2x) the regular rate or compensatory time.
  - a. Christmas Day, Thanksgiving Day, New Year's Day, Labor Day, Memorial Day, Independence Day.
2. All work performed on any of the holidays listed below shall be paid at a rate of one and one-half (1 1/2) the regular rate or compensatory time.
  - a. Martin Luther King Day, President's Day, Good Friday, Day after Thanksgiving, Day before Christmas

## ARTICLE 16 – VACATION

#### 16.01 Eligibility

1. After having completed twelve (12) months of service, an employee on a full twelve (12) month basis is entitled to paid vacation. This shall be for a two (2) week period annually for those having completed one (1) to ten (10) years of service. Employees who have worked in this school system ten (10) to nineteen (19) years are entitled to three (3) weeks of vacation with pay. Employees who have worked in this school system twenty (20) years or more are entitled to four (4) weeks of vacation with pay. Those employed on a part-time basis for twelve (12) months shall be entitled to paid vacation on a pro-rated basis. There is no paid vacation provided for employees who work less than a twelve (12) month basis. Vacation shall be taken in the summer, unless approved in writing, in advance, by the Superintendent. Up to five (5) days of unused vacation days may be carried forward to the next year. Any additional unused vacation days beyond the five (5) days will not be accrued from year to year. At the end of the fiscal year, an employee may choose to carry forward a maximum of five (5) unused vacation days, plus take a lump sum payment at their regular daily wage for five (5) unused days. The total days to be accumulated will not exceed the yearly allotted plus five (5) days.
2. Employees deceased, terminated, or being separated from employment shall, at the time of separation, be paid the unused balance of his/her vacation days, with the final month of active employment being pro-rated. This shall be paid at their current daily rate.

#### 16.02 Scheduling

1. Beginning July 1, 2004, vacation days indicated on the pay check will be the vacation days the employee can utilize during the current contract year.



2. Days will be accumulated for the following year, but not shown on pay stubs.

## **ARTICLE 17 – OTHER LEAVES**

### **17.01 Personal and / or Family Emergency Leave**

1. Upon a written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
2. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
3. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.
4. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

#### **a. Personal Leave**

1. Three (3) days of personal leave are available for all non-teaching employees for personal business, which cannot be conducted outside of scheduled work hours, with the following restrictions:
  - a. At no time may an employee use a personal or other leave to work for financial compensation for himself/herself, or for another.
  - b. Personal leave is not accumulative from year to year.
  - c. Unless approved by the Superintendent, personal leave days cannot be taken in conjunction with paid holidays.
  - d. This section shall be uniformly administered to all bargaining unit employees.
  - e. The Superintendent will approve leave requests made under these rules, except when approval would hinder school operations.
2. Each personal leave granted above shall be a day without question. The request for a personal leave day must be submitted at least three (3) days in advance of the desired date of leave, if possible.
3. Personal days not used will be reimbursed at the employee's daily rate.
  - a. Towards the end of the school year, the Treasurer's Office will send notification to each employee who has remaining personal leave. It is the employee's responsibility to verify the current balance of personal leave listed and return such notification in a timely manner, specifying whether they plan to use their remaining personal leave or if it is preferred to be reimbursed at the employee's daily rate.
4. Personal days for new employees in their first (1<sup>st</sup>) year shall be allowed as follows:

- a. Hired between July 1<sup>st</sup> and October 31<sup>st</sup> – three (3) personal days
  - b. Hired between November 1<sup>st</sup> and February 28<sup>th</sup>/29<sup>th</sup> – two (2) personal days
  - c. Hired between March 1<sup>st</sup> and June 30<sup>th</sup> – one (1) personal day
5. Employees may request unpaid personal leave (dock days), which the Superintendent may grant at his/her discretion.
- b. Family and Medical Leave Act (FMLA)
- 1. The Board will adhere to the regulations of FMLA, but all use of sick leave and/or other leaves toward an incident covered by FMLA will count toward the total accumulative days allowed.
  - 2. Employees wishing to make use of FMLA policy must so inform the Board of Education within the third (3<sup>rd</sup>) day of their absence and/or leave.

#### 17.02 Sick Leave

- 1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month.
- 2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulative for the period of time that an employee works for the Board of Education. Sick leave used for absence due to illness or injury in the employee's immediate family must have a medical doctor's verification of the family member's illness/injury, if the absence exceeds four (4) consecutive days.
- 3. For the purpose of illness or injury, immediate family shall be defined as the employee's parent, spouse, child, grandchild, or any dependent living in the employee's household.
- 4. For the purpose of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandchild, grandparent, aunt, uncle, in-laws, or any dependent living in the employee's household.
- 5. Sick leave shall be accumulated up to two-hundred-forty (240) days throughout the life of this Agreement.
- 6. Employees deceased shall, at the time, be paid the unused balance of his/her sick leave at one-hundred percent (100%) of the value of his/her accrued, but unused sick leave credit, not to exceed one-hundred (100) days total, with the final month of active employment being pro-rated. This shall be paid at their current daily rate.
- 7. If an employee does not use any sick leave during a complete fiscal year (July 1 through June 30), the employee will earn a \$250.00 stipend.

#### 17.03 Justification of Sick Leave

- 1. The Superintendent or designee may require written certification to justify use of sick leave from the employee's physician when:
  - a. There is a pattern of use, such as sick absences before or after a holiday or vacation period, on Monday's or Friday's, or certain times of the year;
  - b. There is a reasonable suspicion of sick leave abuse.

Falsification of sick leave may result in immediate termination.

#### 17.04 Assault Leave

1. Notwithstanding the provisions of O.R.C. 3319.141 (sick leave), the Board will adopt a policy of assault leave in compliance with the provisions of O.R.C. 3319.143. The policy will establish rules for the entitlement, crediting, and use of assault leave, and the Board shall uniformly administer the policy for all employees. The policy will include the following provisions:
  - a. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment. The Administration has the option of granting assault leave for emotional duress resulting from an assault.
  - b. Assaults arising from matters not related to Board employment (i.e. – domestic quarrels, resisting arrest, etc.) do not qualify for assault leave, regardless of where they occur.
  - c. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.
  - d. The employee shall furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave. If medical attention is required, the employee shall also furnish a physician's certificate stating the nature of the disability and its duration. Falsification of either document is grounds for suspension or termination of employment under O.R.C. 3319.16.
  - e. Employees remain on their Board full pay status during an assault leave until they qualify for service disability under the State Employee's Retirement System (SERS) and/or Bureau of Worker's Compensation (BWC). Maximum time of assault leave will be determined by the SERS Board or BWC, and/or any appropriate court when the employee is placed on SERS or BWC.
  - f. A copy of the Assault Leave policy will be filed with the State Department of Education.
  - g. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through Worker's Compensation or settlement of legal claims, the employee shall reimburse the Board for salary paid during the leave.

#### 17.05 Workers' Compensation Leave

1. All employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported within twenty-four (24) hours, if possible, to the injured employee's supervisor or other designated representative and a first report of injury filed with the Bureau of Workers Compensation within the current time guidelines of the present Workers Compensation managed care organization.

#### 17.06 OAPSE Business Leave

1. The Board agrees to permit two (2) elected delegates of OAPSE Chapter #660 leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary. The Superintendent will grant additional unpaid time for OAPSE business, if the absence of the OAPSE member would not hinder school operations. This time may be reimbursed by OAPSE. If such is the case, the employee's pay would not be impacted.

#### 17.07 Maternity Leave

1. Any Employee who becomes pregnant shall, upon request, be granted Leave of Absence from work for maternity purposes. The Employee, at her option, may utilize up to three (3) months of her accrued Sick Leave and Vacation Leave for maternity purposes. After the three (3) months, the employee shall be placed on Maternity Leave of Absence without pay for the remainder of the requested leave time, for up to twelve (12) months for twelve (12) month employees, or nine (9) months for nine (9) month employees.

#### 17.08 Professional Development

1. The OAPSE Chapter and PDY Board of Education believe that staff development is essential for professional growth. This growth can be encouraged by:
  - a. In-service meetings that are designed to meet interests and provide assistance in areas that need upgrading.
  - b. Attendance and participation in training workshops, seminars, OASBO, and NWOCA activities.
  - c. Advanced training opportunities related to classification.
  - d. Requests for professional development must be recommended by the appropriate supervisor and approved by the Superintendent.
  - e. Registration expenses will be paid by the Board when approved, as per Section 17.07.1.d.
  - f. Mileage and meal reimbursement may be considered and will be subject to approval. Estimates for mileage and meals must be stated on the application form.
  - g. Expenses approved for above activities will be charged to the appropriate budget category.

### **ARTICLE 18 – INSURANCE / OTHER BENEFITS**

#### 18.01 Health Insurance

1. Employees shall have the option of selecting between the NBHP High Deductible Health Plan or the NBHP Access+ Plan, and shall have the ability to make changes each year during the open enrollment period.
  - a. The Board shall make available the NBHP High Deductible Health Plan with a Health Savings Account (HSA) option. The Board will contribute one-thousand seventy-five dollars (\$1,075.00) per month towards the family plan monthly premiums and four-hundred dollars (\$400.00) per month towards the single plan monthly premiums.

The Board will contribute one-thousand dollars (\$1,000.00) “up-front” to the employee’s HSA, and, in addition, match up to five-hundred dollars (\$500.00) per employee for the family plan. The Board will contribute five-hundred dollars (\$500.00) “up-front” to the employee’s HSA, and, in addition, match up to two-hundred-fifty dollars (\$250.00) per employee for the single plan.

Such “up-front” contributions from the Board to the employee’s HSA (either \$1,000.00 or \$500.00, depending on family or single plan) shall be made after the employee has enrolled, on the effective date of the plan (the first pay of the calendar year, or after January 1<sup>st</sup>). The matching HSA contribution from the Board will be made simultaneously with the employee’s contribution

upon notification and contribution from the employee. Such Board contributions will remain the same each year of this Agreement.

Employees currently enrolled in the Access+ plan that choose to switch to the High Deductible Health Plan shall receive a one-time additional incentive of one-thousand dollars (\$1,000.00) for family and five-hundred dollars (\$500.00) for single plan deposited into his/her HSA. The expectation is the employee would remain on the chosen High Deductible Plan for three years. Should the employee switch back to the Access+ plan after one (1) year, employee would repay the district two-thirds (2/3) of the additional incentive; should the employee switch back to the Access+ plan after two (2) years, employee would repay the district one-third (1/3) of the additional incentive. The incentive payment/employee's choice to switch plans can take place in any of the three years this contract is in place; however, employees may only receive this incentive once.

- b. Full-time employees choosing the NBHP Access+ Plan will receive family medical insurance coverage, with each member contributing fourteen percent (14%) of the monthly premium for the duration of this Agreement. The employee's monthly share of the health insurance premium generally shall be deducted from pays in the month immediately preceding the month of coverage.
2. Regular full-time employees are those regular employees working four and one-half (4 ½) or more hours per day.
3. All present employees who do not work four and one-half (4 ½) hours per day shall become eligible for above Board paid health insurance at such time his/her work schedule meets the four and one-half (4 ½) hour requirement.

#### 18.02 Dental and Vision Insurance

1. The Board will pick up the full cost of the NBEC Dental and Vision Plans for all OAPSE members.

#### 18.03 Life Insurance

1. The Board will provide \$30,000 of term life insurance for each OAPSE member. If the company providing the group policy cannot or refuses to insure particular members(s) at the levels listed above, the Board will provide the members(s) life insurance at the levels which the insurance company will provide under the group policy. If this were to occur, the Board shall notify the affected member(s) of the change in benefit.

#### 18.04 Insurance Waiver

1. Section 125 Plan
2. The employer will provide a Section 125 Plan for insurance payments, child care, and elder care.

#### 18.05 Retirement

1. SERS "Pick-up"
  - a. RESOLUTION RETIREMENT "PICK-UP" NON-TEACHING (#148-83) – The Board shall designate each employee's mandatory contributions by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been

designated as picked up by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Employees Retirement System of Ohio increased thereby. In the event that there is a determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the SERS retirement plan, this "pick-up" provision shall be null and void.

## 2. Severance Pay at Retirement

- a. A non-teaching employee who has been employed at least five (5) years by the Board, shall at retirement, be paid in cash for one-half (1/2) of the value of his accrued but unused sick leave credit. The maximum payment which may be made under this section shall be for one hundred (100) days. Such payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.
- b. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee receives his/her first retirement check from the retirement system.
- c. If the individual wishes, this payment may be postponed to within the two (2) week period following January 1st.

## ARTICLE 19 – WAGES

### 19.01 Wages

1. A one (1%) percent stipend will be paid for 2020-21.
2. Bargaining Unit Wage Index

Exp	Custodial	Mechanic/ Maintenance	Food Service	Aide	Secretary	Bus Driver
0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
1	1.0490	1.0435	1.0168	1.0190	1.0246	1.0459
2	1.0762	1.0678	1.0287	1.0408	1.0491	1.0942
3	1.0972	1.0871	1.0524	1.0635	1.0703	1.1401
4	1.1267	1.1157	1.0702	1.0834	1.0914	1.1883
5	1.1524	1.1405	1.0998	1.1097	1.1177	1.2471
6	1.1645	1.1521	1.1103	1.1214	1.1293	1.2592
7	1.1763	1.1638	1.1218	1.1327	1.1406	1.2721
Grandfathered*		1.2093	1.2039			

3. Bargaining Unit Wage Schedule – Effective July 1, 2021 through June 30, 2022 (2% Base Increase)

Exp	Custodial	Mechanic/ Maintenance	Food Service	Aide	Secretary	Bus Driver
0	\$16.63	\$20.80	\$13.09	\$14.27	\$15.73	\$16.09
1	\$17.44	\$21.70	\$13.31	\$14.54	\$16.12	\$16.83
2	\$17.90	\$22.21	\$13.47	\$14.85	\$16.50	\$17.61
3	\$18.25	\$22.61	\$13.78	\$15.18	\$16.84	\$18.34
4	\$18.74	\$23.21	\$14.01	\$15.46	\$17.17	\$19.12
5	\$19.16	\$23.72	\$14.40	\$15.84	\$17.58	\$20.07
6	\$19.37	\$23.96	\$14.53	\$16.00	\$17.76	\$20.26
7	\$19.56	\$24.21	\$14.68	\$16.60	\$17.94	\$20.47
Grandfathered*		\$25.15	\$15.76			

4. Bargaining Unit Wage Schedule – Effective July 1, 2022 through June 30, 2023 (2% Base Increase)

Exp	Custodial	Mechanic/ Maintenance	Food Service	Aide	Secretary	Bus Driver
0	\$16.96	\$21.22	\$13.35	\$14.56	\$16.04	\$16.41
1	\$17.79	\$22.14	\$13.57	\$14.84	\$16.43	\$17.16
2	\$18.25	\$22.66	\$13.73	\$15.15	\$16.83	\$17.96
3	\$18.61	\$23.07	\$14.05	\$15.48	\$17.17	\$18.71
4	\$19.11	\$23.68	\$14.29	\$15.77	\$17.51	\$19.50
5	\$19.54	\$24.20	\$14.68	\$16.16	\$17.93	\$20.46
6	\$19.75	\$24.45	\$14.82	\$16.33	\$18.11	\$20.66
7	\$19.95	\$24.70	\$14.98	\$16.49	\$18.30	\$20.88
Grandfathered*		\$25.66	\$16.07			

5. Bargaining Unit Wage Schedule – Effective July 1, 2023 through June 30, 2024 (2% Base Increase)

Exp	Custodial	Mechanic/ Maintenance	Food Service	Aide	Secretary	Bus Driver
0	\$17.30	\$21.64	\$13.62	\$14.85	\$16.36	\$16.74
1	\$18.15	\$22.58	\$13.85	\$15.13	\$16.76	\$17.51
2	\$18.62	\$23.11	\$14.01	\$15.46	\$17.16	\$18.32
3	\$18.98	\$23.52	\$14.33	\$15.79	\$17.51	\$19.09
4	\$19.49	\$24.14	\$14.58	\$16.09	\$17.86	\$19.89
5	\$19.94	\$24.68	\$14.98	\$16.48	\$18.29	\$20.88
6	\$20.15	\$24.93	\$15.12	\$16.65	\$18.48	\$21.08
7	\$20.35	\$25.18	\$15.28	\$16.82	\$18.66	\$21.29
Grandfathered*		\$26.17	\$16.40			

\*Grandfathered wage rates apply to specific employees only, and will be effective until such employees are no longer employed with the district.

Custodian	2 <sup>nd</sup> Shift Premium	\$ 0.25
Kitchen Manager	Premium	\$ 2.00

6. Jury Duty

- The Board of Education shall pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received for serving as a juror.
- The Board of Education will pay a part-time employee the difference between such employee's regular compensation and the remuneration received for serving as a juror that is earned during working hours.
- Example: Part-time employee works 6 to 10 p.m. No deduction would be made due to not being absent from his regular position.

7. Rate of Pay

- All employees shall be paid their regular rate when working in their regular classification regardless of location.
- If the majority of an employee's regular work assignment falls after 3:00 p.m., said employee shall receive the 2<sup>nd</sup> Shift Premium, as outlined in Section 19.01 (Wages).

8. Employees Bidding to Another Classification

- An employee bidding to another classification will be placed on the lowest step that provides an employee an increase in pay, so long as the placement on the step does not provide an increase in actual years of experience as an employee. (i.e. – An employee on the third step in a previous classification cannot be placed any higher than the third step of a new classification.) (MOU dated 07/10/02)



9. Employees Bidding Within Same Classification

- a. When an employee bids or transfers to a new position within the same classification or same department (i.e. – Cook to Kitchen Manager), their hourly rate will be based on the number of years of experience in the classification/department.
  - b. Employees promoted within the same classification (i.e. – Cook/Server to Kitchen Manager) will carry forward their years of service in order to determine their hourly rate.
10. The employee shall receive credit for years worked in a previously held classification for salary purposes only. (MOU dated 07/24/02)
11. The Board of Education agrees that if any employee is requested to and does perform work in another classification, the employee covering the absence shall receive their level of experience (step) in the classification for which they are substituting, beginning with the first day such job is performed.

19.02 Field Trip Rates

1. All athletic/field trips will be paid at Step 0 per hour for contracted drivers, with a minimum of two (2) hours pay.

19.03 Longevity

1. Ten (10) years or more service:

add to base salary for twelve (12) month employees:	\$1,020.00
add to base salary for less than twelve (12) month employees:	\$700.00

Twenty-five (25) years or more service:

add to base salary for twelve (12) month employees:	\$1,200.00
add to base salary for less than twelve (12) month employees:	\$850.00
2. Longevity is to be paid in payroll at the end of the next fiscal year in one lump sum, or upon retirement. Upon retirement, the employee will receive their longevity pay for both previous year and pay for current year.

## ARTICLE 20 – NEGOTIATION PROCEDURES

20.01 Notification

1. Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting shall be agreed to within fifteen (15) days of such request. Such request shall be made no later than April 1 prior to contract termination date. All days referred to in this section shall be work days.

20.02 Caucus

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

#### 20.03 Exchange of Information

1. All issues for negotiations presented by the Association or the Board shall be submitted in writing at the first session. No additional issues shall be submitted by either party following the first session, unless agreed to by both parties.
2. Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

#### 20.04 Press Release

1. The purpose of this recognition is the mutual agreement that the parties will negotiate in “Good Faith” with regard to matters mutually agreed upon and will use professional and educational channels in reaching agreement. “Good Faith” involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. “Good Faith” requires that the Association and the Board be willing to react to each other’s proposals and that both parties recognize negotiations be a shared process. “Good Faith” does not imply that compromise is essential on any or all issues discussed, but only that both parties listen and react to each other’s proposals.
2. No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
3. News releases to the public media, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and content of the release.

#### 20.05 Reaching Agreement

1. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as Tentative Agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
2. When an Agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption.
3. Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the Tentative Agreement.
4. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding by both parties. Said Agreement shall be signed by the Board representative and by the Association’s representative.
5. Sixty (60) copies of the Agreement shall be printed by the Pike-Delta-York Board of Education at Board cost. In future years, the Agreement shall be made available to all bargaining unit members via the district website, and a copy of the Agreement will be provided to newly-hired employees at the time of employment.

#### 20.06 Resolving Differences

1. Impasse is whenever the parties have stopped talking to each other at the negotiating table, or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved issues.
2. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all remaining issues when agreement has not been reached by either party.
3. The parties shall jointly prepare a request for a Mediator and direct such request for a Mediator to the Federal Mediation and Conciliation Service. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between parties. The Mediator has no authority to recommend or to bind either party to any agreements.
4. Any costs involved in the impasse process will be equally divided between the Board and the Association.

#### 20.07 Released Time for Bargaining

1. Meetings
  - a. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings, as well as times and places of the meetings, as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.
  - b. Meetings shall be scheduled so as not to interfere with the normal work schedule of employees. If meetings are requested by the Board during normal working hours, the employee will be paid his regular daily wages.

### ARTICLE 21 – CUSTODIAL

#### 21.01 Special Information

1. District-wide quarterly meetings will be offered to all custodial staff for the purpose of discussing concerns, focusing on district needs, building positive morale, and encouraging the team concept of all working for the good of the district.
2. Monthly meetings will be held at High School and Middle School.
3. A custodian will be required to be on duty when a school building is being used one (1) hour minimum open (secure), one (1) hour minimum closing (secure), in between determined by the nature of the activity at the discretion of Administration, for any event (i.e. – athletic, banquet, etc.)
4. Creation of a custodial concern form to allow custodians an opportunity to notify the Athletic Director and Maintenance Supervisor of concerns that may arise at sporting events and or practices.

## **ARTICLE 22 – AIDES**

### **22.01 Special Information**

1. Duties and schedules will be determined by the Building Principal/Supervisor.
2. Any aide/paraprofessional personnel that are required to have certifications shall be reimbursed for time, test costs, and certification costs for one test attempt (should the employee need more than one attempt to pass a test, that time and test cost would be the employee's responsibility).
3. Dispensing medication shall be the primary job of the School Nurse. The Employer agrees to provide training to employees that are dispensing medication other than the School Nurse. Employees dispensing medication shall be indemnified from liability, as long as employees are acting in good faith as provided by ORC 2744.04.
4. Aides seeking testing to become certified as a Paraprofessional should refer to the following info:
  - a. The test location is located at the NwOESC, 205 Nolan Parkway, Archbold, OH, 43502.
  - b. An appointment must be made at the NwOESC in order to take the test. This can be done by calling (567) 444-4806 during normal business hours (8:00 a.m. – 4:00 p.m., Monday-Friday).
  - c. A study guide to assist in test preparation is available upon request of the NwOESC, at no cost to the employee.
  - d. Those wishing to take the test must bring a valid driver's license, a pen or pencil, and also must provide their Social Security Number (SSN).
  - e. The time allocated for the test is three-and-a-half (3 ½) hours, although many people finish in less time. The assessment is computer-based.
5. All aides serving in the capacity of an instructional aide must:
  - a. Hold an Associate degree or higher; or
  - b. Have completed two years of schooling at an institution of higher education and provide transcripts showing 48 semester hours or 72 quarter hours; or
  - c. Hold a Paraprofessional license.

## **ARTICLE 23 – SECRETARIAL**

### **23.01 Special Information**

1. Extended time is computed on the basis of twenty (20) days per month. Therefore, a secretary assigned ten (10) months would plan to work ten (10) days before the first day of school and ten (10) days after the last day of school, or twenty (20) days on a different basis, if necessary.
2. Principals will be encouraged to inform their secretaries of deadlines and important dates.
3. Reimbursement with prior approval from the Superintendent shall be made for costs of workshops and seminars in classes that are job-related. Procedures outlined in Section 17.07 shall be followed.

4. Dispensing medication shall be the primary job of the School Nurse. The Employer agrees to provide training to employees that are dispensing medication other than the School Nurse. Employees dispensing medication shall be indemnified from liability, as long as employees are acting in good faith as provided by ORC 2744.04.
5. Any secretarial personnel that are required to have certifications shall be reimbursed for time, test costs, and certification costs.

## **ARTICLE 24 – UNIFORMS / TOOLS / PHYSICALS/Other Job Related Requirements**

### **24.01 Uniforms**

1. A uniform shall be designated for custodian, grounds keeper, maintenance, and mechanic. Uniforms will be mandatory containing PDY School's logo.
2. Mechanic – five (5) shirts, pants, one (1) coat weekly from a uniform rental company
3. Custodial/grounds – five (5) shirts per school year
4. Maintenance – five (5) shirts, five (5) pants per school year.
5. Drivers – Gloves to be provided to drivers.

### **24.02 Tools Mechanic and Maintenance**

1. Personal tools used to perform work for the school, that are lost or broken, shall be replaced by the school. An inventory of tools shall be provided to each employee and supervisor each year.

### **24.03 Physicals**

1. The Board agrees that any physical examination required for employment shall be paid for by the Board and that the employee may use a school vehicle for transportation to and from the examination site. The employee will be reimbursed one and one-half (1 ½) hours pay at their regular rate. If the district coordinates physicals to take place in-district during an employee's regular work hours, no extra/additional pay will be paid to employee.

### **24.04 Other Job Related Requirements**

1. The Board of Education shall pay or reimburse bargaining unit employees for the following expenses: background checks, fingerprinting, aide certificates and other additional state or federal mandated requirements for continued employment.

## **ARTICLE 25 – DURATION OF AGREEMENT**

### **25.01 Duration**

1. The new Agreement shall be for a three (3) year period from July 1, 2021 through June 30, 2024.
2. All wages and benefits are effective from July 1, 2021.

## **ARTICLE 26 – FORMS**

### **26.01 Access**


1. All applicable forms will be made available to all bargaining unit members via the district website.

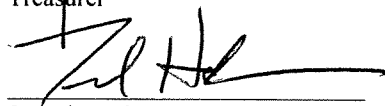
## SIGNATURE PAGE

This Agreement made and entered into this 21<sup>st</sup> day of July, 2021, by and between the Board of Education of the Pike-Delta-York Local School District, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE) and its affiliate, the Ohio Association of Public School Employees, Chapter #660, hereinafter referred to as the "Association."

### BOARD OF EDUCATION

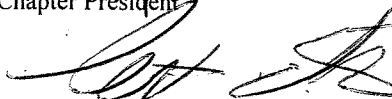
  
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President

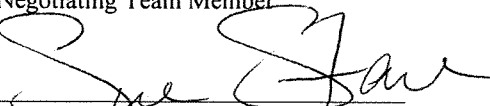
  
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Treasurer

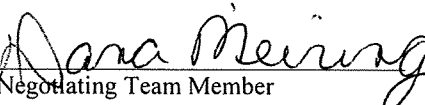
  
\_\_\_\_\_  
Superintendent

### OAPSE

  
\_\_\_\_\_  
Chapter President

  
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Negotiating Team Member

  
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Negotiating Team Member

  
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Negotiating Team Member

8-18-2021  
\_\_\_\_\_  
Date of Agreement/Signatures

\_\_\_\_\_  
Negotiating Team Member