



Perry Board of Education

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Agreement

between the
O.A.P.S.E. Local 329

and the

**Perry Local Schools
Board of Education
(Stark County, Ohio)**

Effective

July 1, 2016 to June 30, 2019

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PREAMBLE

Recognizing that a high quality education for the children of the Perry Local Schools is the paramount aim of this school District, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the District.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The classified personnel have the ultimate responsibility of providing the best possible conditions of the classrooms, buildings and grounds, buses and transportation.

The Perry Local School District Board of Education also recognizes the need to establish procedures to provide an orderly method for the Board of Education and representatives of the OAPSE Local #329 to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

ARTICLE I – RECOGNITION

The Perry Local Board of Education, hereinafter the “Board,” hereby recognizes the OAPSE Local #4, and Local Union #329, hereinafter the “Local,” as the sole and exclusive representative for all bus drivers and bus aides employed under contract, or on leave; except substitutes and those employees excluded under 4117.01 (c) 1-14 ORC.

ARTICLE II – SCOPE OF BARGAINING

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. Initiating Negotiations

If either of the parties desires to negotiate, it shall notify the other party in writing and begin negotiations on a mutually agreed upon date. Said date shall not be later than March 1 in the year of contract expiration, unless mutually agreed upon. Upon receipt of a written request for the opening of negotiations, the Board or the Local shall issue a Notice to Negotiate to the State Employment Relations Board (SERB) and the other party in accordance with ORC 4117.14.

B. Ground Rules

The following ground rules shall be in effect unless modifications are agreed upon by both parties:

1. At any negotiation session, either party may be represented by no more than five (5) representatives and up to one (1) consultant.
2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
3. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluations of proposals.
4. Either team may call a caucus at any time.
5. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.

C. Dispute Resolution

1. If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations and dispute resolution. If either party calls for FMCS involvement, the other party shall join in a joint request.
2. In the event that all attempts to reach agreement through mediation have failed and the parties are unable to reach agreement within fifteen (15) days prior to the expiration of the existing Agreement or any extension thereof, then the Local shall have the right to proceed in accordance with Chapter 4117 of the ORC to give notice of its right to strike and to exercise that right.

D. Agreement

1. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Local for ratification. Following ratification by the Local, the Agreement shall be submitted to the Board for adoption. Upon adoption by the Board, the Agreement shall be signed by both parties. Both teams shall recommend and urge approval.

E. Printing of Agreement

1. The Board shall type the final agreement and shall electronically submit a copy to the Local. The parties agree that the contract shall be printed within ninety (90) days of the conclusion of negotiations or within thirty (30) days if negotiations continue beyond the start date of the successor agreement. The cost of printing shall be at the expense of the Board.

ARTICLE IV – ANNUITY PROGRAM

- A. For employees hired prior to July 1, 1997, the Board will match a minimum \$600 contribution by the bus driver/aide with \$300. If the bus driver/aide contributes more than \$600, the Board will match the amount over \$600 on a dollar-for-dollar basis up to a total Board contribution of \$1,200.
- B. The deadline to sign up for the annuity program for a school year in order to receive Board matching amount:
 1. An individual already employed: August 15.
 2. A new employee: The first bus driver day of school (excluding the optional work day).
 3. A new employee hired after the first day of school: September 30.

- C. Requests for changes in the amount of contribution or the company contributed to must be done by:
1. August 15 for a change to commence in September contributions.
 2. December 15 for a change to commence in January contributions.
 3. March 15 for a change to commence in April contributions.
- D. The Board may limit the number of financial companies participating in the program to the extent permitted by law.
- E. The Board's contribution shall be included as earnings for retirement purposes for all bargaining unit members.

ARTICLE V – DISCIPLINE

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the employee is detrimental to the goals and objectives of the District. No suspension shall be imposed until the employee has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article IX.

The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by the Agreement.

The Superintendent, upon request of the Local president, shall review the reasons for the suspension with the Local president.

ARTICLE VI – DRESS CODE

All bus drivers/aides are expected to dress professionally and/or appropriately for their assignment. The Superintendent or designee shall have the final say on what is appropriate.

This issue may be discussed at the labor-management meetings.

ARTICLE VII – DRUG-FREE WORKPLACE

The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

The conviction, guilty, or no contest plea of an employee for unlawfully possessing, using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE VIII – BUS DRIVER DRUG TESTING

The Board will reimburse drivers Board approved mileage rate for mileage incurred while being drug tested according to Board policy.

- A. This Agreement and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514) shall be given to all bus drivers.
- B. The Supervisor who makes the determination that “reasonable suspicion” exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing may be done during and after scheduled work time.
- D. The same laboratory shall be used for all testing except as specified in subsection F below. Upon request, the name of the laboratory shall be provided to OAPSE 4 at the beginning of each school year (nearest emergency room after hours).
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information, prior to suspending the employee and/or ordering referral to evaluation. The employee is entitled to written charges and representation.
- F. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72-hour period.
- G. If the first specimen tests positive and the second specimen tests negative, the second test will be deemed to be the official result of the drug test.
- H. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
- I. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment by a Substance Abuse Professional (SAP) appointed by the Board of Education, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - 1. Reinstate the employee to his/her original position.
 - 2. Suspend without pay for up to three (3) days at the Superintendent’s discretion.
 - 3. If the employee has more than five (5) years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - a. Be assigned to non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first non-safety sensitive position available and for which he/she is qualified.

- b. Be terminated under 3319.081 O.R.C.
- 4. If the employee has five (5) years or less of service or it is a second offense involving the violation of the drug/alcohol testing policy or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by 1.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.
- J. If any employee tests positive on the alcohol test (below .04), disciplinary action, if any:
 - 1. Shall be governed by 3319.081 O.R.C. and not under the terms of this agreement, or
 - 2. May result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion with a written reprimand letter to remain in the employee's file for the duration of the employee's employment.
- K. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

Any time a driver is required to take a blood or drug alcohol test as a result of an accident or any federal testing requirements, the driver shall be sent immediately to the testing facility that Perry Local designates for testing. The time required for the testing shall be paid by the Board of Education for the remainder of contracted hours and for any additional time needed to complete the required testing.

All accident reports will be paid for and obtained by the Perry Local Board of Education.

Expenses for drug testing required by the Board of Education will be paid by the Board of Education.

ARTICLE IX – GRIEVANCE PROCEDURE

A. Definitions

1. Aggrieved Person

An aggrieved person is any member/members or the Local of this bargaining unit initiating a grievance.

2. Grievance

A grievance is any claim by an aggrieved person that there has been a violation, misinterpretation or misapplication of the provisions of the Negotiated Agreement.

3. Representation

The aggrieved person may be represented at all steps of the grievance procedure by the Local.

4. Days: The term “days,” when used in the Article, means work days, not including holidays.

B. General

It is the purpose of this procedure to achieve, at the lowest possible administrative level, equitable solutions to problems that arise. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

1. A grievance may be withdrawn at any level without prejudice.
2. Copies of all written decisions of grievances shall be sent to all parties involved: the Local President, the aggrieved, and the appropriate administrators.
3. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this grievance procedure except those records normally found in the personnel file if they were used in the course of the grievance. However, any records affected by the decision of the action shall be handled in accordance with such decision. A separate file will be maintained for grievance records dealing with members of the bargaining unit.
4. The aggrieved, the Local, the Board, and administrative personnel shall openly share information not otherwise protected by law, in possession of any of the above which contributes to the processing of a grievance. Both the Local and the grievant shall receive written notification prior to all meetings and official action concerning the grievance.
5. Conferences required by this procedure will be scheduled at such times as will cause the least disruption to the operation of the schools. In the event the administration determines a meeting must be held during school hours, those persons whose presence is necessary will be released without loss of pay.
6. A grievance applicable to more than one (1) bus driver/aide may be submitted in writing concurrently by the Local directly to the Superintendent. The processing of such a grievance may begin at Level Two.
7. Failure to accept or reject a decision or move it to the next level within ten (10) days in the prescribed manner shall indicate that the grievance has been withdrawn.

C. Informal Procedure

Within thirty (30) days of the time an alleged violation, misinterpretation, or misapplication occurs, the grievant shall first discuss the problem with the person's immediate supervisor. The objective of both parties should be to resolve the matter as soon as possible in an informal manner. If the grievance is not settled in this manner within five (5) days, the aggrieved person may follow the formal grievance procedures.

D. Formal Procedures

1. Level One

- a. In the event the aggrieved person is not satisfied with the results of the informal procedures, the aggrieved person shall file a formal grievance in triplicate: one (1) for the grievant, one (1) for the Transportation Director, and one (1) for the Local President.
- b. A conference will be scheduled by the Transportation Director within five (5) days after receipt of the formal grievance.
- c. Within five (5) days after the conference, the Transportation Director shall render a decision in writing to the grievant, chairperson of the Grievance Committee and/or the president of the Local.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered at Level One within five (5) days, the aggrieved person may file a formal grievance in writing with the chairperson of the Grievance Committee and/or Local President. At this time, the chairperson of the Grievance Committee shall, within two (2) days, refer said grievance in writing to the Superintendent.
- b. The Superintendent and/or a designee will represent the school administration at this level of the grievance procedure. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent and/or designee will meet with the aggrieved person, the Local President, and their OAPSE Field Representative in an effort to resolve said grievance.
- c. Within five (5) days after the conference, the Superintendent or designee shall render a decision in writing to the grievant and the President of the Local.

3. Level Three

- a. Within ten (10) days following the receipt of the written decision from the Superintendent, the aggrieved person may request the issue be submitted, through the Local, to arbitration by submitting a request in writing to the Local President and the Superintendent of Schools. The Local President and the Superintendent of Schools shall, within five (5) days, jointly request the services of the American Arbitration Association (AAA) in providing an arbitrator.
- b. The arbitrator shall be selected from a list of seven (7) arbitrators which the Superintendent of Schools and the Local President shall request from the AAA. Within ten (10) days following receipt of this list, the Superintendent and the Local President shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The arbitrator shall hold a hearing and may request such additional data as may be required in arriving at recommendations.
- c. The arbitrator's decision shall be binding upon the Grievant, the Local, and the Board. The costs for the arbitration shall be shared equally by the Local and the Board.

ARTICLE X – INSURANCES

A. Comprehensive Major Medical (CMM)

In order to be eligible for insurance, an employee must be contracted for at least 35 hours per week. Qualification for a particular school year is based on the hours to be worked for that school year.

Part-time drivers/aides that work at least twenty (20) hours per week for a minimum of 120 days shall remain eligible for medical insurance benefits. These employees shall pay 50% of the cost of the medical insurance premiums.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 80% of the premium and the employee will pay 20% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall

provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provision to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

B. Life Insurance

The Board agrees to provide term life and accidental death and dismemberment coverage in the amount of \$35,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

C. Dental Insurance

The Board shall provide dental coverage and pay 80% of the premium. Eligibility shall be limited to full-time bus drivers (persons working at least 35 hours per week). Qualification for a particular school year is based on the hours to be worked for that school year. Participating part-time bus drivers/aides employed prior to March 1, 2007 shall maintain their eligibility.

Part-time drivers/aides that work at least twenty (20) hours per week for a minimum of 120 days shall remain eligible for dental insurance benefits. These employees shall pay 50% of the cost of the dental insurance premiums.

SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

Employees who receive medical insurance benefits (excluding retirees that are not rehired) during the school year will receive benefits over the following summer.

If it is practical to hire a full-time employee, the provision in this Article shall not be used to avoid qualification.

ARTICLE XI – LEAVES

A. Sick Leave

1. A Day of Sick Leave – A day of sick leave is defined as the actual number of hours an individual works daily, whether he/she is a full-time or part-time employee.
2. Immediate Household – Immediate household is construed to mean those relatives living under the same roof at the same time of illness.

3. Immediate Family – Immediate family is construed to mean those relatives not living under the same roof at the time of illness or death. They include: spouse, mother, father, son, daughter, brother, sister, step-children, grandparents, grandchildren, step-parents, and in-laws of the same relationship.

4. Accrual of Sick Leave

- a. Individuals shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service, or fifteen (15) days for each completed year of service.
- b. Accumulated Sick Leave – The maximum number of sick leave days accumulated shall be 340 days. Because no salary or wages are held in escrow, hourly or daily employees will be given sick leave only for those actually earned at the rate of 1¼ days per month.

5. Use of Sick Leave

- a. Employees may use sick leave for the following reasons limited to the total accumulation of sick leave:
 - (1) Personal illness, injury, pregnancy, exposure to contagious disease.
 - (2) Illness, injury, death in the immediate family or household.
- b. If medical attention is required, the name, address, and dates the employee consulted with the doctor shall be indicated on the sick leave form (ORC 3319.141).

c. Extension:

Upon approval of the Superintendent, extension of sick leave limitations may be granted if the Superintendent believes the circumstances, as explained by the employee in writing, justify the extension.

6. Transfer of Sick Leave

According to the provisions of state law, accumulated sick leave from other positions will be accepted by the Perry Local Board of Education. Accumulated sick leave shall also be transferred to other positions inside or outside the school system.

7. Adjustment of Sick Leave Within the School System

- a. There is no change in accumulated days when a full-time employee goes from one full-time position to another.
- b. When a full-time employee goes to a half-time position, his/her total accumulation doubles. However, the total accumulation cannot be greater than the maximum provided for in this agreement.

- c. When a half-time employee goes to a full-time position, his/her total accumulation is divided in half. The employee still has the same total number of hours accumulated, but the total number of days are merely cut in half.
- d. Other part-time employees' sick leave shall be adjusted accordingly.

C. Absence Due to Public Calamity or Inclement Weather

1. School will be in session each scheduled school day unless an announcement is made over WHBC Canton.
2. Personnel whose jobs depend upon the presence of children will be paid for all time lost when schools in which they are employed are closed because of an epidemic or public calamity.
3. When school is in session, no person shall be paid when absent from work because of inclement weather or poor traveling conditions, unless person is on approved leave.

D. Absence Due to Legal Commitments

1. Jury Duty – The Board shall pay a bus driver/aide his/her regular salary. The employee shall reimburse the Board the amount of jury remuneration minus parking expenses.
2. Being a Witness – Any employee who is a subpoenaed witness will receive the difference from his/her pay and that received for being a witness, if any pay is received. This is not to exceed two (2) days.
3. Not Guilty Decision – If an accusation has been made against a school employee and he/she is proved not guilty in a school lawsuit, the days in court shall be considered authorized absence with pay. If an employee is a plaintiff or defendant in a non-school suite, it is your own responsibility.

F. Personal Leave

1. Two (2) unrestricted and one (1) restricted day of non-accumulative personal leave per school year shall be available.
2. Requests for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence on the form prescribed by the Board. Provided, however, that in cases of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable. If circumstances make advance requests impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.

3. Restricted personal leave shall be granted for the following reasons:
 - a. Death or severe illness of close personal friend or relative not covered under sick leave.
 - b. Court appearances as a litigant.
 - c. Observance of a religious holiday.
 - d. Commencement or graduation exercise of the employee or immediate family.
 - e. Legal business.
 - f. Wedding of employee or a member of the employee's immediate family.
 - g. Taking a child to college or bringing them home from college or college visitation.
 - h. Personal business that cannot be taken care of on off-school days or during off-school hours.
4. Restrictions for both restricted and unrestricted:
 - a. Personal leave shall not be granted the day before or the day after regularly scheduled vacation and/or holiday unless such a request is approved by the Superintendent prior to the usage.
 - b. The one day restricted personal leave may not be used for pleasure trips, shopping, social activities, profit-making business or college recreational activities. The two unrestricted days may not be used in a manner prohibited by law.
 - c. Only five percent (5%) of the bus driving staff may have personal leave granted on any given day.

G. Parental Leave

An individual shall be entitled to an unpaid leave of absence for the birth, adoption, or foster care under this section and subject to the following conditions:

1. If delivery of the child occurs on or prior to the end of the first semester of school, a child care leave shall be for the balance of the school year in which the delivery occurs.
2. For adoptions or foster care, the date the child is received shall be considered being equivalent to the date of delivery.
3. If delivery of the child occurs subsequent to the first semester, child care leave shall be for the balance of the school year in which the delivery occurs and, if requested no later than May 20, shall be extended for one (1) additional school year. In cases where the leave is granted for the next full year, the Superintendent shall be notified on or before April 10 of the bus driver's intention to return or not return for the following year. Otherwise, the position will be filled.

4. Within three (3) weeks after delivery, the employee must notify the Superintendent in writing of the anticipated date of return to work.
5. If the lapsed time between delivery and actual date of return to work is more than six (6) weeks, the employee must submit a physician's statement attesting to the continuing disability. Upon return to work, a statement from the physician attesting to the employee's ability to resume the full performance of the duties and responsibilities must be submitted to the Superintendent in writing.
6. Upon return from approved child care leave, the bus driver shall be entitled to reinstatement to the same position with the same contractual status which the bus driver held prior to the leave or to an equivalent position for which the bus driver holds valid certification.
7. Where the group insurance policy permits, a bus driver on child care leave may continue to participate in those benefits which are provided to other bus drivers by payment of the group rate for such benefits.

H. Assault Leave

If any member of the driving staff is assaulted while performing his/her assignment or duties, the Board shall grant leave of absence for the period so designated by the employee's physician, not to exceed beyond the school year. This period may be extended at the discretion of the Superintendent. The leave shall be granted with salary paid to the employee being the difference between Worker's Compensation and his/her salary. The Board reserves the right to demand the second opinion from a physician of its choice if it deems necessary.

I. Family Medical Leave Act

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
2. Upon approval of the Superintendent and Local President, this Section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.

ARTICLE XII – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure.
- B. Direct, supervise, evaluate, and hire employees.
- C. Maintain and improve the efficiency and effectiveness of Board operations.
- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment.
- E. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
- H. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities, and assignments of staff members.
- I. Take actions to carry out the mission of the school district.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE XIII – ORGANIZATIONAL RIGHTS

Rights and privileges provided in this section shall be granted to the Local/OAPSE as the sole and exclusive bargaining agent and not to any other competing organization.

The Board and administration agree to continue Local rights presently permitted as listed. These include:

- A. Use of bus driver/aide mailboxes.

- B. Use of the buildings for meetings during the school year and when the custodians are on duty.
- C. Complete roster of bus drivers/aides and their assignments each year.
- D. Name, address, and phone number of new bus drivers each year, unless prohibited by law.
- E. Released time for elected Local representatives to attend OAPSE Representative Conference (limited to two).
- F. Use of copying machine if Association furnishes supplies.
- G. Space for Association materials shall be provided.
- H. An OAPSE bulletin board will be provided in the bus garage.
- J. The President of the Local or their designee will be granted thirty (30) minutes of orientation time, during their work day, to meet with new employees to advise and answer questions about union membership. Every attempt will be made to group multiple employees.

ARTICLE XIV – PAID HOLIDAYS

Paid holidays shall include:

- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- Good Friday
- Memorial Day

ARTICLE XV – WORKDAYS

Workdays shall be 178 student days and 8 paid holidays and two (2) additional days to be used for inservice, paperwork, route related items such as running/evaluating route for a total of 188 days per year.

If the number of student days changes, the contract days will also be changed.

ARTICLE XVI – PAYROLL DEDUCTIONS

- A. The Board shall provide payroll deductions for OAPSE dues, Local dues, PEOPLE, additional life insurance, United Way, annuities, and any other items agreed upon.
- B. Paychecks will be automatically deposited in the bank of the employee’s choice. The program will be at no cost to the employees. Deposits must be made on or before the day of the scheduled payment.

ARTICLE XVII – PERSONNEL FILE

The Ohio Revised Code shall be followed with regard to personnel files. Any alleged violations, if challenged, shall be litigated in Stark County Common Pleas Court and not under the grievance procedure.

ARTICLE XVIII – PROBATIONARY PERIOD

The employee contract system in 3319.081 ORC shall apply. An employee shall be hired initially under a one-year limited contract. The employee may be re-employed for a second year under a one-year limited contract. The employee may be re-employed for a third year under a one-year limited contract. If the employee is re-employed at the end of the third year, he/she shall be employed under a continuing contract.

Any bargaining unit member subject to non-renewal shall be notified on or before April 30th of the year of non-renewal. However, such notices must be at least ten (10) days prior to the Board meeting at which such action is to be taken. The bargaining unit member shall have the right to meet with the Board in executive session.

These non-renewal procedures supersedes all provisions of ORC 3319.081 and such bargaining unit members who have not begun their fourth year of service shall have no right to challenge evaluations/non-renewals under 3319.081 ORC or through the negotiated grievance procedure.

ARTICLE XIX – RETIREMENT CONTRIBUTION

A. SERS Pick-Up With Reduction

The Board shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked-up" 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 income reported by the then current percentage amount of the employee's mandatory State Bus Driver's Retirement System's contribution which has been designated as picked-up by the Board, and that the amount designated as pick-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.

ARTICLE XX – REDUCTION IN FORCE

- A. The Board may reduce the number of employees in case of retrenchment necessitated by financial exigency, reorganization, or other cause determined by the Board of Education.
- B. The Superintendent shall announce when a reduction in force is necessary and seniority shall be the basis for reducing positions.

- C. Seniority will be defined as length of continuous service from the most recent date of employment in a bargaining unit classification in the Perry Local School District. Approved leaves of absence shall not break seniority, nor shall they count toward seniority.
- D. When reduction in force becomes necessary, it shall occur within a classification:
 - Non-tenured shall be the first ones released.
 - Tenured shall be the last ones released.
- E. The employees who are RIF shall be notified by certified mail and/or receipted methods.
- F. Once announced, the Board shall provide a certified list to the Association on the order of recall.
- G. An employee whose name appears on the Reduction in Force list shall be offered re-employment when a position becomes available. Drivers shall be recalled in descending order of seniority. No new drivers shall be employed by the Board while there are drivers on the Reduction in Force list.
- H. Employees being recalled shall be notified by certified mail and have ten (10) working days from the date of receipt to respond affirmatively. It shall be the driver's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) working days.
- I. If the employee fails to respond in the affirmative upon recall, he/she shall be removed from the recall list and the Board of Education shall have no further obligation.
- J. The recall list shall be maintained for two (2) years.

ARTICLE XXI – SEVERANCE PAY

- A. Severance pay shall be awarded to employees when they go on Regular Service Retirement, according to provisions of Ohio R.C. 124.39.
- B. To be eligible for severance pay, the employee must have a minimum of ten (10) years experience or years of service in Perry Local Schools.
- C. Severance pay benefits for a bus driver/aide eligible for benefits under this Section who dies while on active status, or on approved leave of absence, shall be paid to the member's life insurance beneficiary.
- D. The maximum number of days allowable by the Perry Board of Education shall be 30% of the unused accumulated sick leave, which may not exceed 78 days.
- E. Severance pay is to be computed in the following manner: Days allowable times the employee's daily rate of pay including mid-day or other daily extra runs that are contracted at the time of retirement equals severance pay. The employee's daily rate of pay will be averaged if the daily rate varies throughout the work week.

- F. No retirement deductions will be taken from the severance pay. Income tax deductions will be taken from severance pay.
- G. Severance pay will be awarded within the parameters of IRS regulations (provided the employee has complied with Section H of this article). The date of the payment must satisfy the IRS regulations stipulated in Section J of this article.
- H. To authorize the payment of severance, the retiree must present a copy of his/her first retirement check to the Treasurer's Office.
- I. Provisions in this policy not permitted by law shall be considered null and void.
- J. If IRS regulations permit, then employees shall be given the opportunity to tax shelter severance pay to a tax sheltered annuity plan. In order to do so, a written request must be submitted to the Treasurer's Office prior to the employee's last day of employment. This payment shall be made within the parameters of IRS regulations (provided the employee has complied with Section H of this article). It is the sole responsibility of the employee to ensure that any of the deferral limits on income as stated in the IRS code have not been exceeded.

ARTICLE XXII – VACANCIES/TRANSFERS

- A. When school is in session, the Central Office, through its principals, agree to post in each building a notice of all positions which must be filled (including administrative and supplemental positions) exclusive of leaves of absence.

When school is not in session, for openings prior to August 1, a notice of all positions (including administrative and supplemental) will be posted on the district website and a general email will be sent to all users.

Openings that occur from August 1 to the first student day do not need to be posted.

- B. Persons wishing to transfer should send a request to the superintendent within five (5) days after the announcement of the vacancy and will have an interview with the Superintendent or his/her designee before the vacancy is filled. Bargaining unit members who apply for more than one transfer during any school year shall be granted only one interview per year (July 1 through June 30). The applicant may arrange a conference with the receiving principal if he so desires.
- C. An employee may withdraw a request for transfer anytime prior to the actual notice of transfer.
- D. The administration will advise candidates of the outcome as soon as possible following selection of a candidate for a given position. If so requested, a post-conference may be arranged by the applicant to discuss with the Superintendent reasons for the applicant's rejection.
- E. A transfer initiated by the administration will be made only after a meeting between the affected employee, their Union Representative, and the Superintendent.

ARTICLE XXIII – ROUTE BIDDING

Drivers will be notified by the Supervisor of Transportation no later than August 1st of each year when to appear and make their choice of bus routes in line of seniority. Routes will be defined as a combination of regular runs (example: high school, elementary, middle, and intermediate schools runs). Such choices are to be made the second full week of August unless otherwise mutually agreed, and will be effective for one (1) school year. An inservice meeting may be held no more than one week prior to the opening of school.

A. Bus Routes

1. All bus routes will be established by the Board. The route, number of students, and/or mileage designated for each route may be periodically adjusted as necessary.
2. Prior to the start of each school year, drivers will meet with the administration and will bid on bus routes according to job classification seniority, with the most senior driver selecting first. The bus routes being bid will include the roads to be traveled, the approximate number of students, length in miles and the schools for that route. When an employee bids on a route, such route will be the employee's regular assignment for one (1) year until the routes are bid again. Adjustments to routes based upon student enrollment changes will not result in re-bidding a route until the next year.
3. Any mid-day runs over and above the regular routes will be bid according to the rotating continuing contract seniority system. Mid-day runs will be limited to one per driver and paid at a one (1) hour minimum at the driver's hourly rate. Drivers who accept or decline a mid-day run will then rotate to the bottom of the continuing contract seniority list the next year until all drivers have the opportunity to accept or decline a yearly mid-day run. Any newly established shuttle routes will also be bid (i.e., including but not limited to pre-school, latchkey, etc.). Shuttles are defined as daily runs. When a mid-day driver is off for an extended period of time, the mid-day run will be rotated every two (2) weeks by seniority rotation.
4. Summer routes are defined as routes that are beyond the regular Perry Local District school year calendar for educational purposes.

Each year summer routes will be offered first to the most senior driver then continue down the seniority list until all summer routes are filled.

When summer route driver reports off, drivers on the summer sign up list will be offered the opportunity to drive the open routes first by asking the driver at the pin then continue thru the summer sign up list rotation until the opening is filled.

5. Pre-Trip and Post-Trip for regular routes will be paid as 15 minutes in the a.m. and 15 minutes in the p.m.

Regular drivers may be permitted to substitute on mid-day runs by placing their names on the mid-day substitute list and be called in order of seniority rotation.

Principals will be invited to the inservice along with the Union President.

Bus routes, including mid-day runs, will be made available for driver review no less than one (1) week prior to route bidding.

Any route that changes one complete run exclusive of additions or deletions of streets and/or students due to overloads or time problems, from the time the driver receives it, will necessitate the posting of that bus route for bidding purposes (one time bid). Any route that becomes available for any reason will be posted for five (5) working days for all drivers to view. The bidding will then take place within five (5) working days to fill all open positions. All routes will be granted to the most senior driver requesting the route.

ARTICLE XXIV – WAGES

A. There will be a \$0.64 increases to wages in 2016-17, a 2% percent increase in 2017-18 and a 2% percent increase in 2018-19.

Perry Local School District 2016-2017 School Year						
	Steps					
Job Classification/Title	0	1	2	3	4-5-6	7
Bus Driver A (Hired July 1, 1997 – July 1, 2007)	\$19.03	\$19.61	\$20.19	\$20.76	\$21.35	\$21.92
Bus Driver B (Hired after July 1, 2007)	\$16.73	\$17.20	\$17.69	\$18.17	\$18.65	\$19.14
Bus Driver C (Hired before July 1, 1997)						\$22.77
Bus Aide	\$11.36	\$11.53	\$11.69	\$11.87	\$12.03	\$12.19

Perry Local School District 2017-2018 School Year						
	Steps					
Job Classification/Title	0	1	2	3	4-5-6	7
Bus Driver A (Hired July 1, 1997 – July 1, 2007)	\$19.41	\$20.00	\$20.59	\$21.18	\$21.78	\$22.36
Bus Driver B (Hired after July 1, 2007)	\$17.06	\$17.54	\$18.04	\$18.53	\$19.02	\$19.52
Bus Driver C (Hired before July 1, 1997)						\$23.23
Bus Aide	\$11.59	\$11.76	\$11.92	\$12.11	\$12.27	\$12.43

Perry Local School District 2018-2019 School Year						
Job Classification/Title	Steps					
	0	1	2	3	4-5-6	7
Bus Driver A (Hired July 1, 1997 – July 1, 2007)	\$19.80	\$20.40	\$21.01	\$21.60	\$22.21	\$22.81
Bus Driver B (Hired after July 1, 2007)	\$17.41	\$17.89	\$18.40	\$18.90	\$19.40	\$19.91
Bus Driver C (Hired before July 1, 1997)						\$23.69
Bus Aide	\$11.82	\$12.00	\$12.16	\$12.35	\$12.52	\$12.68

Longevity

1. Employees hired at Perry before July 1, 1997.

No. of Years	2016-17	2017-18	2018-19
15 Years	\$492	\$492	\$492
20 Years	\$1,051	\$1,051	\$1,051
25 Years	\$1,683	\$1,683	\$1,683
30 Years	\$2,385	\$2,385	\$2,385

2. Employees hired at Perry after July 1, 1997.

No. of Years	2016-17	2017-18	2018-19
10 Years	\$300	\$300	\$300
15 Years	\$600	\$600	\$600
20 Years	\$1,011	\$1,011	\$1,011
25 Years	\$1,618	\$1,618	\$1,618
30 Years	\$2,293	\$2,293	\$2,293

C. Bus Aide Stipend

School Bus Aides will be paid an additional one-time \$300, but the employee must attend training in the area of dealing with special needs children approved by the transportation supervisor. The additional \$300 is to cover the time spent in the training.

D. Trip Rate

1. Effective upon ratification, all bus drivers will be paid at step 0 “B salary schedule” per hour for seasonal and extra trips.

E. Added Pay for Trips

1. The hourly rate to be paid from the time the bus leaves the point of storage until return to the point of storage. Drivers will have access to the main bus garage for clean-up and restroom use after trips.
2. One-half hour will be paid for pre-trip, post-trip, fueling, clean-up, and parking bus.
3. Drivers who are permitted to take a trip that requires them to lose any portion of their regular route will be paid as if they finished their route, then start receiving their trip time after his/her contracted time.

F. Field Trips

1. Seasonal Trips – Seasonal trips will be divided into Fall, Winter, and Spring sports. All seasonal trips will be bid by bargaining unit drivers at a mandatory group meeting prior to each sports season, on the basis of seniority rotation starting with the most senior driver on seniority rotation list having the first opportunity to pick his/her trip (one at a time) then rotating through the seniority list until all trips have been bid. Bidding of trips will begin at the top of the seniority rotation list for each season. All trip bids will be posted in the bus garage to be viewed by all drivers. All seasonal trips not available during the group meetings will be considered extra trips.
2. Non-Seasonal Trips – Non-seasonal trips are defined as trips of a non-athletic nature. All non-seasonal trips will be bid by bargaining unit drivers at a mandatory Fall, Spring group meeting, on the basis of seniority rotation, starting with the most senior driver having the first opportunity to pick his/her trip (one at a time) then rotating through the seniority list until all trips have been bid. All trip bids will be posted in the garage to be viewed by all drivers. All non-seasonal trips not available during the group meetings will be considered extra trips.
3. Extra Trip – Extra trips are defined as trips that are not bid during the seasonal group meetings. All extra trips will be divided into five (5) different rotation lists, daytime/shuttle trips, evening trips, weekend/overnight trips, emergency trips, and contracted shuttle trips. All bargaining unit drivers interested in extra trips will place their names on the rotation list in which they would like to be considered, each rotation call list shall be ordered by seniority. The Transportation Supervisor will post all extra trips in the bus garage and notify the “pinned” driver. Except for emergency trips, upon notification the driver shall select, exchange or decline the trip within twenty-four hours of being notified. For emergency trips, the driver must select or decline upon notification of the posted trip.

If any trip is canceled prior to departure and not rescheduled within a 5-day period, the driver of the trip will be given the opportunity to drive the next available extra trip in the same category. If the driver is already obligated to another trip at that time, the next available trip in that category is offered as a replacement trip for the cancellation. This is a one-time offer, and if the driver declines this replacement trip, the obligation is considered fulfilled. Drivers may, at the discretion of the Transportation Supervisor, be permitted to give up their morning and/or afternoon run to take an extra trip.

All trip request forms will be available for viewing to validate request and post dates of trips at the Union's request.

All trips will be accompanied by directions and special instructions per ORC 3301-83-16 if requested at least one day in advance.

4. Substitute Drivers – Substitute drivers will not be called for seasonal/non-seasonal, or extra trips until all regular drivers have declined or are unavailable.
 5. Copies of Extra-Curricular Field Trips – Copies of extra-curricular field trips will be maintained year round.
 6. Overnight Extra-Curricular/Field Trips – Overnight extra-curricular/field trips will be compensated at the trip rate for all time except for no more than eight (8) hours sleeping time. Drivers will also be reimbursed for lodging and meals as per Board policy. Driver must have receipts to receive the reimbursement.
 7. Driver Illness – Any driver out of work on sick leave for personal illness on the day their extra trip is scheduled to depart will forfeit any rights to that trip, and the trip will be offered as an emergency trip to the next driver in rotation until filled.
 8. Turn-in/Driver No-Show – If a driver fails to show up or turns-in 5 picked extra-trips in a school year, their name will be removed from all trip boards for the remainder of that school year.
 9. Charter Buses – Charter buses may be used to transport each school sponsored organizations to one (1) State Level competition per year. Usage of charter buses for any other sponsored organization will be by agreement of OAPSE Local #329 President and the Superintendent or designee. Violation of this agreement will result in payment to the proper driver(s) at their rate for all hours they would have received had they driven the trip.
- G. Bus Drivers who substitute as a bus aide will be paid their regular driving rate.
- H. If a driver has bid an extra trip and the trip is cancelled, he/she will be paid two (2) hours call-out time if the driver is not notified 30 minutes prior to the scheduled departure time.
- I. The Transportation Supervisor or designee will post all trip bids in the Bus Garage; when last-minute trips are necessary, no posting will be required. Any trip that has not been filled with less than 24 hours prior to departure will be considered an “emergency trip.” Emergency trips are defined as driver turn-ins and last-minute requests to the Transportation Office.
- J. Bus Storage – The point of storage for each bus will be determined by the Board. No driver will store a bus at his/her residence.
- K. Seat Belts – All buses are to have operational seat belts for the bus driver. The bus driver is required to use the seat belt at all times the bus is in motion.

- L. Any time a driver is absent, he/she will call the Transportation Supervisor as soon as possible.
- M. Regular drivers substituting on a regularly-scheduled run will be paid their regular rate of pay for all additional time.
- N. All driving over and above the driver's regular contract (i.e., kindergarten, pre-school, shuttle run, etc.) will be paid at a one (1) hour minimum.
- O. Final authority for securing and assigning bus drivers rests with the Board of Education who may act upon the recommendation of the Transportation Supervisor.
- P. Mailboxes for all bus drivers will be provided in the bus garage for district and OAPSE communication.
- Q. The Board agrees to clean and refurbish the employee area of the bus garage.
- R. Bargaining Unit drivers will be paid their regular driving rate for taking students to bowling class, swimming class, construction trade, teacher academy, special education, teen talk, medical tech, cosmetology, Sippo and school day trips.
- S. OBI Trainers will be paid regular hourly rate while performing OBI training.
- T. Drivers who apply for dual employment will be considered for any position that does not conflict with their bus driver work schedule.

ARTICLE XXV – EFFECTS OF THE AGREEMENT

- A. All items shall be in effect for three (3) years from the date of ratification by both parties and remain in effect until June 30, 2019.
- B. Negotiations shall be pursued as per the Negotiation and Recognition Procedure herein.
- C. If any provision of this document or any application of the document to any certified person or persons shall be found contrary to law in a manner not permitted by 4117 O.R.C., then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. The parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- D. A Labor-Management Committee will be in existence so that problems can be aired and handled.
- E. These agreements shall be the basis from which future negotiations shall proceed, and if any item is not changed through future negotiations, it shall be carried forward, in writing, to each future Agreement.

- F. If during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When an impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

- G. This agreement, negotiated by and between the Perry Local School District Board of Education and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local #329, for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement, shall be effective July 1, 2013.

FOR THE O.A.P.S.E. LOCAL 329

<u>Sue Williams</u>	<u>8/25/16</u> (Date)
<u>Frank Garcia</u>	<u>8/25/16</u> (Date)
<u>Mary Dhumad</u>	<u>8/25/16</u> (Date)
<u>Joretta Jackson</u>	<u>8/25/16</u> (Date)
<u>Ken B...</u>	<u>8/31/16</u> (Date)

FOR THE BOARD OF EDUCATION

<u>[Signature]</u> President	<u>8-23-16</u> (Date)
<u>[Signature]</u> Superintendent	<u>8-23-16</u> (Date)
<u>[Signature]</u> Treasurer	<u>8/23/16</u> (Date)
<u>[Signature]</u> Director of Business Operations	<u>8/23/16</u> (Date)
<u>[Signature]</u> Legal Counsel	<u>8/24/16</u> (Date)