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***Mission Statement***

*Inspire all students to achieve personal excellence, pursue world-class standards and be self-directed, lifelong learners.*

**AN AGREEMENT BETWEEN**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
LOCAL # 367**

**and**

**THE PERRY BOARD OF EDUCATION**

**for the**

**Contract Years**

**2017-2018**

**2018-2019**

**2019-2020**



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## PHILOSOPHY

Each employee is responsible to the Superintendent for compliance with the policies, rules, and regulations of the Board, through the administrator in charge of the area of his/her employment and/or location. In addition, each employee must comply with any administrative regulations, and with the educational philosophy and programs of the Board.

The Board and the Union recognize the importance of a collaborative effort in maintaining a safe and effective School District. Teamwork with its employees is essential in providing this District with the best service. With such beliefs, the Union and the Board support the development of mutually agreed upon committees to address issues pertaining to the maintenance and operations of our buildings, equipment, and transportation of students. In all cases, the committees shall take into account State and Federal Law, Board of Education policy, the collective bargaining agreement and availability of funds.

### "THE PERRY WAY"

The administration and the OAPSE bargaining unit members believe that the attitudes, behaviors and commitments of Perry employees should demonstrate core values to create the school district that is exemplified in our school vision. All employees should create and provide students with positive role models and safe and nurturing environments where students will experience success each day.

"The Perry Way" characteristics and/or values that were collectively defined by Perry employees include:

- Flexibility
- Integrity
- Compassion
- Positive attitude
- Respect
- Professional Competence
- And, of course, the Golden Rule: "Treat Others As You Wish To Be Treated!"

Collegiality and professionalism are an integral part of a Perry employee's role in our District. We strongly encourage all employees to use "The Perry Way" within our District and in the community. The administration and OAPSE bargaining unit will collaboratively plan team-building activities and provide professional development to ensure that bargaining unit members are given the tools and resources needed to embrace, implement, and recognize these values.

ARTICLE 1.0

RECOGNITION

1.01 The Perry Local Board of Education hereby recognizes the Ohio Association of Public School Employees (OAPSE) on behalf of Local #367 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit for the term of this contract.

a. The bargaining unit includes all contracted full-time and regular short hour employees in the following positions:

Bus Operator	Bus Attendant
Food Service Assistants	Maintenance
Secretarial I/II	Bus Mechanic
Media Associate	Educational Associate
Custodian I	Head Custodian
Custodian II	Inventory Warehouse Helper
Inventory Warehouse Specialist	ELL Educational Associate
Head Mechanic	

Others as defined by the Ohio Revised Code

b. Excluded from the non-teaching employees bargaining unit are the following positions in accordance with the definition contained in O.R.C. 4117 and Section H of this Article:

Assistant Food Service Director  
Casual Employee  
Supervisor of Maintenance and Operations  
Food Service Director  
Payroll/Finance Clerk  
Principals and Assistant Principals  
Seasonal Employee  
Central Office Secretary  
Secretary to the Superintendent  
Student Employee  
Superintendent  
Supervisor of Transportation Services  
Chief Financial Officer  
Director of Curriculum and Instruction  
Director of Student Services  
Coordinator of Information Systems  
Athletic Director  
Nurses  
CFC Coordinator

Any other person not directly employed by the Perry Local School District.

1.02 The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.



- 1.03 The Board of Education, the Administrative staff, the non-teaching personnel and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilize the ability, experience and judgment of the other in resolving matters of mutual concern which affect the quality of the total educational program.
- 1.04 The Ohio Association of Public School Employees Chapter #367 and the Perry Board of Education shall recognize this agreement as the solely binding one. This agreement shall remain in effect from July 1, 2017 through June 30, 2020.

## ARTICLE 2.0

### DEFINITIONS

*Regular bargaining* unit employee is any 9-12 month employee hired by the Board of Education who begins work as a regular employee in a bargaining unit position as defined in this agreement.

*Confidential employee* is any employee who works in the personnel offices of a public employer and deals with information to be used by the public employer in collective bargaining, or any employee who works in a close continuing relationship with public officers or representatives directly participating in collective bargaining on behalf of the employer.

*Seasonal employee* is any employee who works on a short term or season based assignment such as lawn care, snow removal and other limited term work not to exceed three (3) months or 520 hours per contract year. The purpose of the seasonal employee is to support the workforce in order to complete extra work which exceeds the normal conditions.

*Casual employee* is any employee who serves on an intermittent basis with no set schedule and is used under limited situations for work due to employee absence, emergency needs or to support the workforce in order to complete extra work which exceeds the normal conditions.

*Student employee* is any student who is enrolled in a public or private secondary or college course study and performs school-to-work or seasonal work for the district.

## ARTICLE 3.0

### NEGOTIATIONS AGREEMENT

#### 3.01 PURPOSE

The purpose of this agreement is (1) to provide better understanding between the Board and the non-teaching employees (non-certified), (2) to spell out the responsibilities of both parties, and (3) to set a basis for settling matters of mutual concern.

#### 3.02 AGREEMENT

All tentative agreements reached through negotiations shall be reduced to writing and submitted to the Association and Board for formal approval. Following submission to the Association, the Board shall consider at their next regular meeting, a resolution setting forth the agreement. The agreement, upon approval, shall be signed by the parties and shall become part of the official minutes of the Board.

#### 3.03 DISAGREEMENT

1. The parties pledge themselves to conclude negotiations at a mutually agreed upon date set in the early stages of negotiations. An extension date may be granted if it is agreed upon by both parties, or both parties shall utilize in good faith such mediatory facilities as are provided.
2. Any such provision found to be contrary to law shall be renegotiated according to the provisions of this document.

#### 3.04 PROVISIONS CONTRARY TO LAW

1. If any provisions of this document or any application of the document to any non-teaching person or persons shall be found contrary to law, 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 and effect.
2. Any such provision found to be contrary to law shall be renegotiated according to the provisions of this document.

#### 3.05 SPECIAL CIRCUMSTANCE

The provision of this contract shall, during the term of the contract, be binding upon the Board and OAPSE #367 and their successors, assignors, or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Board of any or all of its property, or affected or changed in any respect by any change in legal status, ownership, or management of the Board of OAPSE Chapter #367.

This agreement supersedes and replaces all previous agreements between OAPSE Chapter #367 and the Perry Board of Education. All previous negotiation procedures and provisions are terminated and this document, along with any additional ratified agreements subsequent to this date, shall be the solely binding contracts between the parties involved.

### 3.06 NEGOTIATIONS PROCEDURE

1. Issues proposed for negotiations will be submitted in writing by the negotiating organization to the Superintendent or the Board's designated representative, or by the Superintendent to the President of the recognized organization on or before March 1st of any year. A mutually convenient date shall be set no later than March 15th, unless both parties agree to a later date.
2. Individuals may present their views and recommendations in writing to the Superintendent at any time. Negotiations may be conducted by utilizing modified/traditional bargaining, or modified/interest based bargaining, or by utilizing any of the above methods in a compressed manner when mutually agreed upon by both parties. Negotiations shall only be conducted with non-teaching employee organization, the Ohio Association of Public School Employees Local #367.
3. The Board's designated representatives shall meet with the designated representatives of the non-teaching staff for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. All parties are obliged to conduct such negotiations in good faith and to deal openly and fairly with each other in all matters. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good Faith" requires that both the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons and offer counterproposals. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum.
4. Representation during negotiations shall be a mutually agreed upon number with a minimum of three and a maximum of eight representatives each from the Board and the Association. While no final agreement shall be executed without ratification by the Association membership and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations.
5. Consultants may be used if deemed advisable by either party.
6. As the law allows, the Board and the Superintendent agree to furnish the Associations' negotiation committee, upon request and in reasonable time, all available requested information concerning financial resources of the district and such other confidential information concerning financial resources of the district and such other confidential information as will assist the Association in developing intelligent, accurate, and constructive planning on behalf of the classified staff, the students and the educational program. Non-confidential information would consist of the employee's name, years of experience, training and age.
7. The association agrees to furnish all available information of its proposals to the Board's negotiation team to support the development of sound programs for the school district. The Association understands and accepts the obligation to

document, explain and justify proposals presented for consideration. The Board accepts the same obligation for any proposals it makes.

8. Necessary and qualified clerical assistance may be provided at all meetings. The cost of such clerical assistance shall be borne by the party or parties requesting same.
9. The parties may appoint joint study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committee shall report in writing, all findings of both parties.
10. The chairman of either group may caucus his group for independent discussion at any time. Caucuses will be of reasonable length.
11. The chairman of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recess shall be of reasonable length, but should not exceed 48 hours, unless by mutual agreement.
12. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party before the conclusion of that meeting. Such initialing shall be construed as tentative agreement. All such tentative agreements shall be conditioned upon final agreement between parties and ratification by the Association and the Board.

## ARTICLE 4.0

### ASSOCIATION RIGHTS

#### 4.01 PRINCIPLES

Bargaining unit members have the right to join in, participate in and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment.

The employer recognizes the right of all employees and applicants for employment to be free to join the Union and to participate in lawful concerted union activities. Therefore, the employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

#### 4.02 EQUAL TREATMENT

All bargaining unit employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

#### 4.03 ORGANIZATIONAL RIGHTS

1. The Association and its representatives shall have the right, after 3:30 p.m., to use school buildings upon request and approval from the building administrator, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge. Therefore, no charge shall be made for the use of school rooms during hours that a custodian is regularly on duty. Said charge shall be the actual cost incurred by the Board. No activity shall be scheduled if it interferes with school events.
2. In the event an Association meeting is scheduled during the working hours of some employees, such employees, upon request, shall be granted either: (1) time off without pay, or (2) permission to work later or earlier to make up the time missed.
3. The Association shall have the right to post notice of its activities and matters of the Association's concern, on bulletin boards designated by a building administrator. The Association may use employee's mailboxes and available Board email (for text messages only) for communications to its members and may make announcements of meetings.
4. Board agendas and copies of all approved Board minutes shall be sent to the President of the Association electronically at the same time they are sent to Board members.
5. After finalization of this Agreement between the Association and the Board, a copy shall be issued to each member of the bargaining unit. Each employee in the bargaining unit shall be provided, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this

contract. The Board will provide materials and copiers with actual preparation and distribution of such copies to be done by OAPSE Chapter #367.

6. The Board shall provide the Association President access to current Board Policies and Administrative Guidelines on-line. Upon a change in Board policy which affects all employees, whether system-wide or departmental, employees will be notified by email, posting, bulletin, memo, or staff meeting.

#### 4.04 UNION VISITATION

1. The OAPSE President and Grievance Chairperson shall be allowed time to attend to Union duties and to meet with the membership concerning grievances or complaints.
2. The Union Building Representative shall be allowed reasonable access to membership in the building he is assigned to represent.
3. All union representatives shall report to the building principal or department supervisor when they are in the building performing duties for the union or conducting union business. If the building principal or department supervisor is unavailable, the representative shall phone the superintendent and leave a message with his/her secretary or on voicemail. Union representatives agree not to interfere with bargaining unit members who are performing their assigned responsibilities.

#### 4.05 DUES DEDUCTION

The Board of Education agrees to deduct from the pay of its employees, dues for the Ohio Association of Public School Employees Local #367, when so authorized in writing by an employee on an existing OAPSE authorization form entitled, "Statement of Authorization Form", provided by the Association.

Authorization for dues deduction shall remain in full force and effect continuously, except that membership dues authorization may be withdrawn, in writing, to the local and state union treasurer and union president, with a copy to the Board Treasurer, during the ten-day period prior to the Agreement expiring.

OAPSE membership dues shall be deducted from the employees' pay in twenty-four (24) equal installments beginning with the second pay in September and continuing thereafter through completion.

Upon request, the employer agrees to provide between July 1st and August 1st of each year, a list of all employees on the payroll effective July 1st, their hourly rate, annual rate, number of work days, and number of hours to be worked. This report shall be sent to the OAPSE State treasurer and the OAPSE Local president. Dues monies collected shall be mailed to the OAPSE State treasurer within ten (10) days of the date the dues were deducted and collected.

#### 4.06 FAIR-SHARE SERVICE FEE

OAPSE and its Local #376 recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of Local #367. For this service, the Union may assess a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Local, against non-members of the Local as provided in this section.

The fair-share service fee assessment shall be applicable to all employees represented by this agreement.

The fair-share service fee or union dues shall be collected by the Board, via bi-monthly (twice each month) Automatic payroll deductions. All state dues shall be forwarded to the Treasurer of the State Union by the Treasurer for the Board of Education. Local dues shall be forwarded to the Treasurer of OAPSE local #367.

The Board shall inform all employees and all new hires that they are obligated, as a condition of employment to pay a fair-share service fee. The service fee assessed against a returnee shall begin in the month of their return.

The Board shall provide the Treasurer of Local #367 a list of all fair-share and dues paying members on a quarterly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.

Any person making fair-share service fee payments, in lieu of dues, shall have the right to object to the expenditure of a portion of such payments for activities of a primarily partisan, political nature. Such objections shall be perfected, if at all, by the objector individually notifying the OAPSE State office of the objection in writing by registered or certified mail. A rebate policy shall be sent to each person by the OAPSE State office when making a fair-share fee payment.

A challenge to the proposed rebate or a challenge to a failure to rebate shall be filed with the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Section 4117.09(C).

Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenants or teachings of bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the SERB to seek a declaration from the Board that the member not be required to financially support the Local in accordance with the provisions of Section 4117.09(C).

It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).

The Union assures the Board that the Union's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

Subject to the above, Local #367 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the



imposition, determination or collection of service fees for dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. (The Union shall select a qualified competent attorney.) Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Perry Local School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff.

#### 4.07 OTHER DEDUCTIONS

With proper written authorization, the employer agrees to deduct for:

1. Credit Union
2. 403(b)/457 Contributions
3. United Way
4. Public Employees Organized to Promote Legislative Equality (PEOPLE).
5. Insurance
6. Flexible Spending

## ARTICLE 5.0

### TERMS AND CONDITIONS

#### 5.01 JOB DESCRIPTION

The Association shall be furnished, upon request, with a copy of any bargaining unit job description. Members of the bargaining unit will be provided with the opportunity to review existing job descriptions and give input into changes in the event any are to be made.

#### 5.02 PERSONNEL FILES

1. Maintenance – An official personnel file for all employees shall be maintained at the Perry Board of Education Administrative Office.
2. Examination of File - An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein. No anonymous letter or report shall be entered into an employee's personnel file.
3. Rebuttal to Filed Information - An employee shall be entitled to attach a reply to any document contained in the file.

#### 5.03 FINGERPRINTING

The Board of Education shall facilitate and pay for BCII and FBI fingerprinting background checks for each bargaining unit member one (1) time every five years unless otherwise required by law.

#### 5.04 NOTICE OF POSTING AND VACANCY PROCEDURES

Vacancies, including anticipated new positions, will be posted via all staff email for a period not less than three (3) school days during the school year and not less than ten (10) calendar days during summer break. In addition, the vacancy notice shall be posted on one bulletin board in each building in the district in areas accessible to bargaining unit staff. The posting shall identify the title of the vacant position, job location, hours of work and pay range. Bargaining unit members interested in the posted position shall express their interest in writing to the designated supervisor or administrative representative prior to the close of the posting period.

In the event that a member of the bargaining unit applies, he/she shall be considered first via the vacancy filling process. The Board shall not interview outside candidates until all internal candidates have been interviewed and duly considered. The purpose of this provision is to allow veteran employees to indicate interest and receive proper consideration for openings in the Perry Local School District.

The vacant position shall be awarded to the best qualified applicant. Factors to consider in determining the best qualified applicant shall include: work history/performance evaluation, employee attendance, knowledge and demonstrated skills/abilities for job related duties, and years of experience for like job responsibilities.

Should an internal candidate not be selected to fill the vacancy, he/she will be entitled to

receive written rationale within 10 work days after the vacancy filling process indicating the reason(s) for non-selection. Areas for professional growth that may enable him/her to be successful for a similar posting in the future will be explained in the letter. If and when possible, the District will support the professional growth of the employee in an area of employment interest when such opportunity does not adversely impact the operation of the District. Such opportunities may include substitute coverage and/or volunteer work.

In the event that no member of the bargaining unit is the best qualified for the vacancy, the Board of Education may fill the vacancy with a person from outside the bargaining unit via posting on the District web-site.

A substitute employee will not be used for more than forty-five (45) calendar days in the said vacancy without agreement between the Superintendent and the OAPSE President or his/her designees, or unless there are less than 60 work days until the end of the school year.

Bargaining unit employees assigned to a higher level position through this vacancy process will be placed at the step on the salary schedule which provides the successful candidate to realize no decrease in pay rate or salary but which will take them to the next higher rate. It is understood that a promotion has occurred if the new classification has a higher rate of pay on the salary schedule. Summer seasonal positions shall be included in the posting process.

#### 5.05 TRANSFERS

Transfers will be on a voluntary basis whenever possible. However, employees understand that shifts in personnel will happen in order to:

1. Adjust to enrollment changes in individual schools
2. Balance staffing in terms of experience, training and skills
3. Provide employees with professional growth opportunities
4. Maximize most effectively maintenance and operations of the District

When transfers become necessary, a procedure needs to be in place to ensure a successful transition.

1. There will be posting of upcoming available positions to see if there are any volunteers within the district before hiring new personnel.
2. When involuntary movement takes place, the qualifications, training, and experience of the employee will be considered.
3. Employees will be entitled to an individual meeting with the Superintendent and/or his/her designee with OAPSE President or his/her designee representation.
4. Assignments for the school year will be made one week before the start of school. If an opening occurs after assignments have been made, transfers will be made on a voluntary basis whenever possible.
5. Members that are involuntarily transferred from one job classification to another or from one shift to another will not lose hourly wages or shift differential wages for said involuntary transfer. However, it is further understood and agreed that should an OAPSE member elect to express interest in a vacancy or be required

to change classifications due to a reduction in force, the employee will be placed on the salary schedule equal to but not less than his/her total years of service in the new job classification.

It is understood that the intent of this language is not to circumvent 5.04. Should some circumstance arise for which this may be necessary, a meeting will be convened with the OAPSE President and written rationale shall be prior to enacting any transfer relative to said circumstance.

## 5.06 SENIORITY

Seniority is defined as the length of an employee's continuous service with the Perry Local Schools. In the event a bargaining unit member leaves the bargaining unit for the period of one (1) year or less and remains an employee of the Perry Local Schools and should he/she return to the bargaining unit, he/she will have the same amount of seniority as on the day that he/she left the bargaining unit for another position. For an employee to return to the bargaining unit, a vacancy must exist and be subject to 5.04 on this Agreement.

Any employee who is on an approved unpaid leave of absence shall not accrue seniority unless otherwise prescribed by this Agreement or Ohio Revised Code.

The Board recognizes the importance of considering seniority in the assignment of work, promotions and transfers of members of the bargaining unit. Seniority will be considered in these decisions along with other factors such as qualifications and performance. Further, it is understood that if the candidate's qualifications are equal, seniority shall prevail. In the case of identical seniority, the least senior person shall be determined by the lowest last digit(s) in the Social Security Number unless a letter of intent exists documenting the date and/or time that the person was offered employment with the District.

It is understood by both the Administration and Association that an employee who changes classification maintains, but does not accrue, seniority in prior classifications.

Management retains the right to make all final employment decisions in accordance with this Agreement and Ohio Revised Code.

## 5.07 BUS OPERATORS

### 5.07.1 Route Selections:

1. Bus operators and bus attendants shall be invited to select routes based upon seniority, once annually, on or before August 15<sup>th</sup> through a mass bid meeting. The bid meeting shall occur on the second Friday in August at 9:00 a.m. in the Transportation Department unless otherwise agreed by the Superintendent and/or his/her designee and the Union President and/or his/her designee.
2. All regular, special education, and projected bus routes shall be posted for three (3) days prior to route selections.

3. At the time of bidding, the Transportation Supervisor shall provide the operator and attendant with route sheets, number of bus, estimated length of time of route, including yard time of ½ hour. Bus routes that include an operator and a bus attendant shall receive yard time of 15 minutes per employee.
4. Any regular bus operator or attendant that is not available to bid at the date/time posted for mass bidding shall have either provided the Transportation Supervisor his/her route preference order in writing prior to the bid meeting or shall have his/her route assigned by the Transportation Supervisor after all other routes have been selected.
5. If a new route is created, vacated via resignation, termination, or retirement, or modified via the addition of fifteen (15) or more minutes to an existing route after the bid process in August and before September 15, these routes will be posted for three (3) days. The Superintendent and/or his/her designee and the Union President and/or his/her designee shall agree upon the date, time, and location for the mass re-bid to occur. The mass re-bid meeting shall be held within five (5) working days of the posting deadline and be completed in one day in accordance with the steps outlined in the Negotiated Agreement.
6. When filling a vacancy created by resignation, termination or retirement after September 15, the first employee that did not have the opportunity to pick a route with equal or less contracted time shall be asked. This process will continue and follow position seniority until all routes are assigned. After September 15, all routes will be final. Unless otherwise approved by the Superintendent, route times will not be modified based upon student rider ship and shall not be subject to any bid procedure after September 15 unless a vacancy occurs.
7. Any vacancy remaining at the conclusion shall be posted in accordance with 5.04 of this Agreement.

5.07.2 Reimbursement for Physicals and CDL License, abstracts, etc.

Bus Operators are required every 6 years to go through Ohio Pre-Service Recertification classes, Driving and PreTrip evaluations to renew their Ohio Pre-Service School Bus Driver Certificate, pursuant to the regulations of the Ohio Department of Education. (ODE) The Board shall pay the cost of Ohio Pre-Service Recertification classes and evaluation training unless the driver fails to pass all provisions required for renewal of their CDL. In such case, the driver is responsible for those additional costs. In addition, prior to signing up for classes that occur during contracted work time, drivers must first seek to take the classes that are offered in the Northeast region (Lake, Geauga, Ashtabula and/or Cuyahoga Counties) during the eligibility period that occurs outside of their contracted time. If no such classes existed, the board will allow the driver to take the classes on a work day. When the drivers attend such courses, the board shall pay the drivers for up to a total of nine (9) hours of work time to attend the recertification classes and up to a total of three (3) hours for on-board instruction. Additional classes or instruction will be unpaid and the costs shall be that of the

driver.

The Board shall pay the cost of all drug and alcohol testing required by state and federal law. The bargaining unit member selected for testing will be paid her/his hourly rate for all time, including travel time, spent for the drug and alcohol test. Transportation will be provided by the Board.

#### 5.07.3 Field Trips

Field trips shall be paid at the hourly rate listed on the bus operator's salary schedule, for all time, driving and wait, or the employee's regular rate, whichever is less.

Field/Athletic trips available for Overnight ONLY Regular Bus Operators are permitted to take these trips and substitute their contracts. Regular Drivers will deduct (dock) their missed contract hours within or outside of the classification from their overnight field trip.

#### 5.07.4 Field/Athletic Trips

1. Bus operators will annually express interest for working field/athletic trips at the route selection meeting. Interested operators will then be placed by seniority on the lists posted in the Transportation Department for the field/athletic trip selection process. A bus operator is not eligible to select a field/athletic trip if the operator is on an approved leave or if the trip interferes with his/her regular contracted hours or other district employment. Should a bus operator return from an approved leave or later express interest and availability to accept field/athletic trips, he/she will be inserted into the list by seniority and will have the opportunity to select trips.
2. There shall be established in the Transportation Department a rotating system of assignment for field/athletic trips. The assignment system for field/athletic trips shall be comprised of three (3) separate listings in order of classification seniority. The first list will consist of days, nights and weekend trips. The second list will consist of early trips with a load time at or before 3:45 p.m. and a departure time at or before 4:00 p.m. The third list will consist of emergency trips not previously received for posting or for trips returned to the Transportation Department that occur within 48 hours of the trips scheduled departure time.
3. Field/athletic trips available will be posted for forty-eight (48) hours every two (2) weeks prior to trip selection to permit all bus operators to review trips available.
4. Following the posting of available trips, the senior most bus operator in the rotation will select his/her field/athletic trip first. Trips will continue to be selected by bus operators in seniority order until all trips have been selected or until no bus operators are available for said trips during the two-week timeframe. Each subsequent two-week selection process will begin with the bus operator who is next on the list to pick after the previous two-week period.

5. It is expected that the bus operators will know their availability to accept field/athletic trips on a two week basis. Bus operators will accept, pass or refuse a field/athletic trip upon their turn for selection.
6. If a bus operator cannot take a field/athletic trip because of his/her regular contracted hours or other district employment he/she will pass and will be given the option of the next available field/athletic trip before being placed back in the normal rotation so that he/she will not lose his/her chance for a trip due to other district employment.
7. When additional field/athletic trips are posted within the two-week period, a radio call will be made to notify all bus operators of additional trip posting(s) to ensure that the selection process will be completed by the end of the posting day. Bus Operator will accept the route by 2:30 pm for end of the day postings.
8. Emergency trips shall be awarded according to seniority on a rotating basis.
9. If a selected field/athletic trip is cancelled or changed, the bus operator assigned will have the right to maintain the trip assigned. However, should a cancellation or change create a conflict for the bus operator due to other district employment, he/she will be given the option of the next available trip, excluding emergency trips, before being placed back into the normal rotation for trip selection.
10. If an assigned field/athletic trip is cancelled after the bus operator has reported for pickup, the bus operator will receive two (2) hours for payment.
11. Should a bus operator perform a trip as an extension of his/her normal contractual hours that has a duration less than one (1) hour, the bus operator will receive one (1) hour for compensation for exceeding his/her normal contractual hours.
12. Field/athletic trips will be a minimum of two (2) hours unless completed as an extension of regular contracted duties as outlined herein.
13. If a bus operator is unable to fulfill his/her responsibilities for a selected trip, he/she must notify the Supervisor of Transportation Services at least 48 hours prior to the trip's occurrence. However, should an emergency occur and the timeframe is less than 48 hours, the bus operator will notify the Supervisor of Transportation Services immediately.
14. Bus operators who are unable to fulfill three of his/her trips selected during each school year shall be removed from the selection process for the remainder of that school year unless documentation is provided to and subsequently approved by the Supervisor of Transportation Services.
15. Substitute bus operators will only be used when all contracted bus operators are not available.

## 5.08 EDUCATIONAL ASSOCIATES

Educational Associate I: Playground and Cafeteria

Educational Associate II: Classroom Educational Associates (duties may also include playground and/or cafeteria assignments)

Effective 7/1/18: Seniority for all Educational Associates employed during the 2016-17 school year will follow their current classification. Employees will retain classification seniority in I and II through 6/30/18.

1. In an effort to increase communication amongst and with Educational Associates, regular meetings of the Educational Associates learning communities will be held. Meetings will be held in combination as a building and District, on an as needed basis.
2. If an Educational Associate is to be reassigned or transferred to a position outside the scope of his/her normal job responsibilities, he/she shall be notified in a face-to-face meeting with an administrator and not in a "group" setting with other Educational Associates. This provision is not applicable to adjusting the daily responsibilities that may be required of an educational associate to best meet the needs of students.
3. The Administration and Local #367 recognize that federal legislation, *No Child Left Behind* (NCLB), may require District paraprofessionals (Educational Associates) to be highly qualified. Therefore, bargaining unit members employed as Educational Associates shall be required to participate in the administration of the Para Pro Assessment as facilitated by an accredited institution or by the District unless an educational associate provides official transcripts illustrating that she/he possesses an associate of arts degree or has completed two years of college from an accredited institution of higher learning. Assessment information obtained by the Administration shall remain confidential in nature but may be used annually to assist the Administration in assigning Educational Associates to the varied roles necessary to meet the needs of students in the District.
4. Educational Associates hired before June 1, 2006 shall not be required to pass the Para Pro Assessment as a term and condition for continued employment in the District unless passage is required to meet the highly qualified requirements as mandated by NCLB.
5. Passage of the Para Pro Assessment or submission of official transcripts illustrating that the candidate for hire possesses an associate of arts degree or has completed two years of college shall be a requisite for employment for all Educational Associates hired or new to this classification effective June 1, 2006. NEW Educational Associates shall be required to participate and pass the Para Pro Assessment within the first 30 days of employment in this classification with the District unless he/she can produce a certified copy of previous passage via another school district employer within twelve months of his/her employment with the District, or submits official transcripts documenting that she/he possesses an associate of arts degree or has completed two years of college. Failure to verify or produce successful passage results for the Para Pro Assessment within the first 30 days of employment within this classification shall result in the dismissal of said employee.



6. The District will reimburse and/or pay for the administration of the Para Pro Assessment one (1) time for new employees hired after June 1, 2006. Thereafter, the employee shall be required to reimburse the school district for the cost incurred by the District for administering the exam(s).
7. The District shall provide study materials for the Para Pro Assessment for OAPSE members if requested.
8. The District agrees to coordinate a review session for specific subject matter (Math, Science, English, or Social Studies) if a defined core group of three (3) or more Educational Associates require assistance in fulfilling the requirements of the Para Pro Assessment.
9. Educational Associates hired who take and pass the Para Pro Assessment shall receive a \$.35 per hour increase to his/her hourly rate of pay. An original document illustrating passage of the Para Pro Assessment, assessment date, and location, or transcripts illustrating the issuance of an associate of arts degree or the completion of two years of college must be submitted to the Superintendent for verification before the hourly increase will become effective.
10. The Administration and Local #367 recognize the importance and value of professional development. Professional development will be offered to Educational Associates to improve the employees' skills and increase their comfort level and/or capacity to perform all essential job functions related to his/her role(s). Educational Associates who earn highly qualified status by passing the Para Pro Assessment will be eligible to receive an additional \$.25 per hour increase to his/her hourly rate of pay by successfully completing twenty (20) or more contact hours of pre-approved professional development offerings annually. Employees shall receive this differential rate of pay in the school year following the completion of this professional development requirement.
  - If the professional development is mandatory, the Educational Associate will get paid at the hourly rate to attend, and these hours will not count towards the 20 contact hours for the hourly increase.
  - If the professional development is elective, the Educational Associate will not get paid to attend at the hourly rate, and these hours will count towards the 20 contact hours for the hourly increase.
11. The District will facilitate the process of assisting Educational Associates to utilize the My PDC Program to document completed professional development offerings.
12. All additional hours within this classification shall be posted unless the additional time available is specifically related to the role and function of the Educational Associate to whom additional hours are being requested. For example, if an Educational Associate is assigned to assist in meeting the needs of a student with special needs and the needs related to the student change, then it is understood that the Educational Associate with whom the student has been assigned may be deemed the best qualified to continue to meet the student's needs and his/her hours may be adjusted accordingly, assuming he/she is available to accept said adjustment. However, should an Educational Associate decline the additional hours required, then the hours will be posted in accordance with the Negotiated Agreement. Consideration for other additional hours will first be given to any bargaining unit

member available during said posting parameters provided the additional hours do not conflict with the hours already contracted for by the employee in the District. It is agreed that the best qualified candidate to meet student and/or District needs will be selected.

13. If an Educational Associate is requested to work additional hours by the Administration within his/her daily job assignment, but not on a routine basis, he/she shall be paid his/her normal hourly rate of pay. If the hours occur on an everyday basis, the hours shall be treated as additional and posted accordingly for consideration by the membership.

However, if an Educational Associate is requested to work additional hours by the Administration outside his/her daily job assignment but during their contract year, he/she shall be paid at their regular rate of pay if the educational associate has passed the Para Pro Assessment. Educational Associates who have not passed the Para Pro Assessment and work additional hours requested will be paid the substitute rate of pay for the additional hours worked.

Educational associates contracted by the District will have first priority to work additional hours beyond the employee's regular contractual duties within her/his building of assignment. For example: If an educational associate is absent, an Administrator will offer additional hours to one or more educational associates the opportunity to earn additional hours by assuming hours normally worked by the absent employee. It is understood that the Administration reserves the right to alter daily job responsibilities of one or more educational associates at that location in order to maintain required services and coverage while also providing the opportunity for additional hours to be worked.

14. Pursuant to the Negotiated Agreement, Educational Associates shall be evaluated annually.

#### 5.09 HEAD CUSTODIANS

1. The role of Head Custodian will annually be filled for the summer cleaning months to begin June 1 and end on August 31 of each year.
2. Such role will be filled for the District Buildings (High School, Middle School, Elementary School, Transportation, Maintenance, Tarbuck and PAC) with up to a total of five people.
3. When an occurrence arises that the district is aware of an absence for a head custodian and the Supervisor determines that it is necessary to fill the role, the district will offer the role to another custodian in the district to fill the void during the absence.

## ARTICLE 6.0

### ABSENCES AND LEAVES

#### 6.01 SICK LEAVE

Each non-teaching (non-certified), employee of the Board of Education shall be entitled for each completed month of service, to sick leave of one and one-fourth work days with pay.

The unused portion of sick leave may be accumulated to an additional 18 days per year for this contract. (Fifteen days of additional sick leave may be accumulated plus an additional day for each unused personal day to a total of three per year.)

Maximum accumulation shall be 270 days

Non-teaching employees in their first two years of employment in the District without accumulated sick leave shall be advanced five (5) days with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Advanced sick leave shall be paid back as additional sick leave is earned.

A regular non-teaching employee who is absent because of illness and whose employment has not been terminated, as provided by law, is still in service of this district, and accumulates sick leave credit while absent on approved sick leave.

Where an employee is absent for 3 or more consecutive days on sick leave or is absent in an unusual or suspicious pattern (e.g., Fridays or Mondays) the Superintendent may require the employee to complete and submit evidence of a medical examination by his/her physician or by the Board's physician to determine fitness for duty and the validity of the absence.

Non-teaching employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness
2. Pregnancy
3. Injury
4. Exposure to contagious disease which could be communicated to others

Non-teaching employees may use sick leave absence due to illness, injury or death in the employee's immediate family (ORC 3319.141). The immediate family is defined as husband, wife, life partner/significant other, the employee and spouse's child or stepchild, parent, grandparent, stepparent, grandchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law or any person related by blood or marriage residing in the same household, or any person for which the bargaining unit member serves as a legal guardian or custodian. Employees may also use sick leave absence due to death of an aunt, uncle, niece or nephew.

Such absences shall be approved by the Superintendent or his designated representative. Reasonable advance notice shall be given to the building

principal/director indicating the date and reason for absence.

Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactory signed statement indicating that the employee was absent for just cause and shall give the name and address of an attending physician if medical attention was required.

\*Pregnancy does not refer to the state of, but refers only to pregnancy related disability including pre and post-delivery periods of inability to adequately perform job. Pregnancy language is classified for the pregnant employee only.

## 6.02 SICK LEAVE DONATION

A member of the non-teaching staff who has unused available sick leave days may elect to donate one-two (1-2) sick leave days from his/her personal sick leave balance in one day increments for use by other bargaining unit members who suffer from verified *Serious Illness* or *Serious Injury*. Donations are limited to one-two (1-2) days from each unit member per school year. The purpose of the sick leave donation is to alleviate the hardship caused if an illness or injury forces the employee to exhaust all sick leave and other paid time off earned by that employee and there by loses compensation.

### **Sick Leave Donation Program**

The intent of the program is to allow members to provide assistance voluntarily to another member who has recently suffered a serious illness or injury.

A serious illness or injury is an injury or illness:

1. causing a direct and immediate threat to a member's life;
2. requiring extensive medical care of the member;
3. resulting in an extended period of actual physical or mental incapacity of the member.

Note: Non-complicated, typical pregnancies do not apply to the provision in this article.

A member of the non-certified staff who has used all available sick leave days may request a donation of sick leave days from the members of the bargaining unit. Donations are limited to two (2) day from each unit member per request.

There must be a five (5) day waiting period between the use of one's personal sick leave days and a donation request. The requesting bargaining unit member is limited to one (1) request per occurrence.

OAPSE shall submit to the Chief Financial Officer (CFO), a list of all employees who have donated one day. The list may be ordered in any way the OAPSE may determine (random, alphabetical, etc.), but the days assigned for use by the qualifying bargaining unit member shall begin at the top of the list and continue, if necessary, until all are used. One possible way of ordering the list would be from those who have the most accumulated sick leave to those who have the least. If some remain unused, those days shall be retained by the bargaining unit member who made them available. The CFO or his/her designee will provide e-mail verification to any member whose days are used.

## **Sick Leave Donation Requests**

When a bargaining unit member experiences a *Serious* illness or *Serious* injury requiring time away from work for which he/she has no paid leave, he/she may request a sick leave donation in writing to the sick leave committee.

The sick leave committee will consist of the OAPSE President, two (2) OAPSE members appointed by the OAPSE President, and three (3) Administrators appointed by the Superintendent. It will be the responsibility of the sick leave committee to review the employee's request and rationale for a donation, verify the employee's attendance and leave history, and make a decision for approval or disapproval of the employee's sick leave donation request.

The sick leave committee will then forward their decision to the Superintendent for processing if required.

### **6.03 PERSONAL LEAVE**

1. Personal leave must be approved in advance and shall be used only for such purposes or in connection with activities which cannot be accomplished during the nonworking hours. Non-teaching personnel shall be permitted to take up to three approved personal days for significant occurrences.
2. Personal leave may not be used to extend any employee's regular vacation, except in an emergency.
3. Personal leave will be non-accumulative and granted up to three days per year, the unused personal leave balance as of June 30<sup>th</sup> of each year shall be transferred to the employee's sick leave balance.
4. This regulation voids and supersedes any previous guidelines relating to personal leave.

### **6.04 MEDICAL LEAVE OF ABSENCE**

#### **6.04.1 Application.**

An employee, upon approved written request, shall be granted an unpaid leave of absence for illness or disability as required by Section 3319.13 of the Ohio Revised Code.

#### **6.04.2 Fringes**

The Board will pay its share of benefits for the remainder of the current contract year in which such unpaid leave commences or for a total of 12 weeks, whichever is less. Thereafter, the employee will be carried on the payroll records for the duration of such approved leave, but any and all fringe benefits such as medical/hospitalization and term life insurance shall be maintained only at the expense of the employee on unpaid leave. The employee shall forward a check or checks to cover the full cost of said insurance program. Failure to forward premiums at stipulated times will terminate this benefit.

#### 6.04.3 Reinstatement

Upon approval of an application for return from approved medical leave, the employee will be assigned to the same position if available, or to a substantially equivalent position to the one he or she held prior to the leave, unless no such position is available, in which case he or she will be assigned to a position within his or her area(s) of qualification.

### 6.05 LEAVE FOR PERSONAL HEALTH AND FAMILY HARDSHIP

Upon the submission of a written request and evidence of proper documentation, the Superintendent may recommend that, the Board of Education permit members of the non-teaching personnel to take leaves not in excess one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

### 6.06 MATERNITY/PATERNITY LEAVE

Employees of the Perry Local Schools who become pregnant, who are adopting or rearing a child less than one year of age, and who desire to return to work at a specified future day may be granted a Maternity/Paternity Leave. A Maternity/Paternity Leave shall be a leave without pay and shall be in accordance with provisions of this policy. Maternity/Paternity Leave may commence at any time during the period between the commencement of pregnancy and the end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child.

#### 6.06.1 Length of Leave

Leave shall not be granted beyond the length of the existing contract between the individual staff member requesting leave and the Board of Education.

#### 6.06.2 Application for Leave

Application for Maternity/Paternity Leave shall be in writing, directed to the Superintendent, and shall contain the date on which the request leave of absence is to commence and end. Application for Maternity/Paternity Leave shall be made at the earliest possible time, but shall not be later than the thirtieth (30th) day before the beginning of the Maternity/Paternity Leave, except in an emergency.

#### 6.06.3 Reinstatement Application

An employee on a Maternity/Paternity Leave, until the end of the contract year, who desires to return to work, shall file an application for reinstatement by April 1st preceding the leave expiration date. The application must be accompanied by a physician's statement indicating the employee's medical condition is such that he/she is capable of returning to work. Failure to make timely application shall be a basis for a denial for reinstatement.

An employee, who desires to return to work prior to the beginning of next school year, shall inform the Superintendent, in writing, of his/her interest. This expression of interest must be accompanied by a physician's statement

indicating the employee's medical condition is such that he/she can resume all assigned duties. The employee will have no assurance of return prior to the return date established when his leave was originally approved.

#### 6.06.4 Fringe Benefits

Employees on approved Maternity/Paternity Leave or who are on an unpaid status of more than three days in a fiscal year may participate in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks to cover the full cost of said insurance programs for the term that they are not fulfilling their contractual duties. Failure to forward premiums at stipulated times will terminate this benefit.

#### 6.07 JURY AND COURT APPEARANCE

An employee who serves on jury duty or subpoenaed witness shall be released from his/her scheduled work for such hours as are necessary for the performance of jury duty. He/she shall not have any salary reduction, nor be charged with any leave time for such service. Such employee shall be entitled to keep any compensation received for jury duty.

#### 6.08 FAMILY AND MEDICAL LEAVE ACT

Subject to the limitations below during the first twelve (12) weeks in any school year of any unpaid parental leave of absence or a paid or unpaid leave granted as a result of the serious health condition of the employee, or spouse, child or parent of the employee, the employee shall be eligible for continuation, at current Board share expense, on the group hospitalization and major medical coverage provided under this Agreement. Payment toward the cost of such insurance coverage shall be at the level established under this Agreement. Excluding use of paid leave time available, continuation at Board expense of the health insurance coverage during any paid or unpaid leave of absence for any reason shall be for a period not to exceed a total of 12 weeks in any school year under the Family and Medical Leave Act. In the event the employee has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave, the period of paid sick leave shall be deducted from the twelve week period for a continuation at Board expense of health benefits during the otherwise unpaid leave of absence. If an employee elects not to return to work following an unpaid leave of absence during which she/he has continued to receive at Board expense, health benefit programs and should the employee's reason for not returning be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the twelve week period described above. To be eligible for benefit continuation at Board expense, the employee must be employed by the Board for at least one full twelve month period and must be employed in a position working 1,250 or more hours per year.

#### 6.09 ASSAULT LEAVE

When it is determined by the local Superintendent or his designee that there has been an assault upon an employee, that results in a substantiated injury, be that assault verbal or physical while the employee is performing duties, or the assault of the

employee is a result of the employee's performance of duties, which assault results in the employee being absent, such absence will not be charged to the employee's sick leave, and the employee will receive paid assault leave at his daily rate of pay during the initial period of disability caused by the assault.

This disability must be verified by a physician/licensed counselor. The employee shall furnish the Board with a signed statement to justify the use of assault leave. If the employee requires medical attention as a result of an assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

The Board has the right to require that the employee be examined by a physician of the Board's choosing at the Board's expense in order to verify the claimed disability.

#### 6.10 PERSONAL LEAVE FOR UNION BUSINESS

The School District agrees to allow use of personal leave days in order to permit attendance by Association officers or designees at OAPSE/union functions. Application for this leave must be approved by the Superintendent, unless releasing the bargaining unit member would unduly interfere with the operation of the District. Application for this leave must be made at least two (2) weeks in advance and no more than one (1) bargaining unit member per job classification per building will be released.

#### 6.11 PROFESSIONAL TRAINING FOR UNION BUSINESS

The School District will consider requests by bargaining unit members to attend professional training provided by OAPSE to aid the bargaining unit members to better perform their union duties. The requests will be considered on a case by case basis and the decision of the Superintendent is final and not grievable.

#### 6.12 UNPAID LEAVE OF ABSENCE

Employees who are absent from work must have such leave days approved in advance by the superintendent or their immediate supervisor. In the case where any employee is absent for three or more days in a contract year who does not qualify for the provisions of Family Medical Leave act, and does not have days accrued for sick, vacation, or personal shall be considered to be on an unpaid leave. Excluding any disciplinary action that may result for not having such leave days approved their ability to maintain district hospital/medical coverage shall be permitted, but it is done so fully (board and employee cost) at the employee expense. Such coverage shall be prorated on a daily basis. Employees who are out shall have healthcare deductions paid for from accrued wages if possible, or they must forward a check to the finance department prior to the coverage period. Failure to remit full payments will result in termination from the district healthcare plans.



## ARTICLE 7.0

### PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

#### 7.01 FORMAL TRAINING

Support staff members may request approval for undergraduate courses or training programs to improve his/her job skills and his/her current position in the District. All requests must be approved by the Superintendent or designee prior to the employee taking the course. Upon successful completion of such course or training program (receipt of a grade of "C" or better), the employee will be reimbursed tuition. Such stipends are to be non-sustained and in an amount equal to the actual cost for tuition and fees, not to exceed six (6) semester hours of approved course work completed during the preceding twelve (12) month period (September through August). Payment is to be provided in a single lump sum to returning staff members following certification of satisfactory completion of course work and a maximum not to exceed the lesser of actual costs for six (6) semester hours or \$1,500 for the duration of this contract. Reimbursement for course work completed by August 31 will be reimbursed by the District no later than December 31. Such course work shall be approved based primarily upon the likely benefit of the course work to the application in his/her current position as a support staff employee of the Perry Schools.

#### 7.02 DEPARTMENTAL/WORK-RELATED MEETINGS

Departmental/work-related meetings, planned or directed by the employee's supervisor, or the Perry Local School District, will be compensated. Such compensation may include release time from work, payment of an hourly rate, or an allowance of compensatory time. Bargaining unit members shall be compensated their hourly rate of pay. If a bargaining unit member holds multiple positions in the District, he/she shall be paid their rate of pay related to the departmental/work-related meeting for which he/she is participating. It is understood that if the meeting is District-wide (e.g. Opening Day), the bargaining unit member who works multiple positions shall be paid their highest rate of pay earned.

#### 7.03 PROFESSIONAL DEVELOPMENT

The school district will hold in-service for all non-teaching personnel as developed by each department or the Perry Local School District. Professional development will consist of eight (8) hours of in-service, which may be completed, in one or more segments. Members will be compensated for attendance. Employees will be paid at 1.5 times their hourly rate when such time occurs outside of their regular contracted work day or work year and is excess of the forty hour work week. The in-service provider or department supervisor will be required to provide proof of attendance to the Chief Financial Officer's office prior to payment.

Individual employees requesting to attend conferences or seminars to improve job skills may be released from regularly scheduled work to attend. Approval of such attendance, including reimbursement for registration, meals, or travel, must be pre-approved by the Superintendent.

## ARTICLE 8.0

### UNIFORMS

- 8.01 Employees who are required to wear uniforms at work shall be issued uniforms provided by the Board. Uniforms may include: shirts, pants, jackets, specialized shoes, hair nets, visors, etc. An initial uniform shall be provided as soon as feasible upon hire.
- 8.02 Employees required to wear uniforms shall wear their uniforms while on duty.
- 8.03 After ninety (90) days of employment, the Board shall provide five (5) District-selected uniforms at the employee's discretion which will be washed and worn and maintained by the employee. Employees may request a replacement uniform, when needed, by returning the worn uniform to his/her Supervisor.
- 8.04 Employees shall receive one (1) District-selected jacket every three (3) years, if eligible. Generally, jackets will be provided for bus operators, bus attendants, mechanics, maintenance and custodial personnel, and educational associates (working on the playground).
- 8.05 The mechanics and maintenance employees shall be provided by the Board with a clean uniform on a daily basis. Procedures for turning in for cleaning and obtaining clean uniforms for the mechanics will be arranged by the Transportation Supervisor with notification to the OAPSE President.
- 8.06 Custodial, maintenance, food service and bus mechanic personnel shall be eligible to receive an annual reimbursement up to \$100.00 for work shoes/boots. Food Service personnel will be granted an additional \$100.00 annually for the purchase of "uniform type" slacks and \$50 for shirts. Reimbursement of the \$100.00 will be made following submission of approved and signed receipts by March 1st or sooner of each contract year.
- 8.07 Custodial personnel will be granted the option to receive \$100.00 annually for the purchase of "uniform type" slacks in lieu of the district provided pants. Reimbursement of the \$100.00 will be made following submission of approved and signed receipts by March 1st or sooner of each contract year.

ARTICLE 9.0

WORK WEEK – BREAKS/LUNCH

WORK WEEK

9.01 The work week will be Monday through Sunday, unless specified otherwise by job posting. Overtime hours will be paid at a rate of time and half for all hours actually worked over forty (40) hours per week. When computing overtime pay, professional leave, holidays, jury duty and vacation days shall be included within the forty (40) hour week.

9.02 The hours for shifts shall be as follows for classifications with shifts.

First Shift	7:00 a.m. – 3:30 p.m.
Second Shift	3:00 p.m. – 11:30 p.m.
Third Shift	11:00 p.m. – 7:30 a.m.

Variations to shifts may be necessary to meet student/district needs.

9.03 Classifications without shifts shall work the hours accordingly to the building hours required or the route required, or the hours posted.

BREAKS/LUNCH

9.04 An employee who is scheduled for four or more consecutive hours of work in a regular work day shall receive a fifteen (15) minute break. The schedule for that break shall be established by the employee's supervisor, who shall make a good faith attempt to schedule the break at the midpoint of the employee's shift.

Employees working five or more consecutive hours shall be entitled, in addition to the break period specified above, to an unpaid thirty (30) minute duty free lunch period. The employee's supervisor shall be responsible for scheduling the lunch period, which shall take into account the employee's work shift and the need to ensure completion of assigned duties.

## ARTICLE 10.0

### PROBATIONARY EMPLOYMENT

#### 10.01 NEW EMPLOYEE

All new employees shall serve a probationary period for the first sixty (60) work days of their employment. If the administration determines that this sixty (60) work day probationary period is insufficient time to properly assess the probationary employee's performance in the new classification or assignment, the Superintendent and/or his/her designee shall notify the OAPSE President that an additional thirty (30) work day probationary period is necessary. Should an additional probationary period be requested, the Superintendent and/or his/her designee, the probationary employee, and the OAPSE President shall meet to discuss the circumstances that warrant an additional thirty (30) work day timeframe. The Superintendent or his/her designee may discharge a probationary employee at any time during any probationary period. The Board retains the sole right to terminate a probationary employee as necessary and this termination shall not be subject to the grievance procedure contained in this Agreement. The probationary employee shall have the right to request a meeting with the Superintendent and/or his/her designee via the OAPSE President to discuss the reason(s) for a termination recommendation if so desired.

Except where provided for in this Agreement, a probationary employee shall receive the fringe benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge or discipline. A probationary employee shall not be eligible to bid except to increase hours or benefits of employment.

The OAPSE President or one of the OAPSE successors appointed by the President will be notified by administration of any new employee and given an opportunity to discuss the principles of OAPSE, Rights of the Employee, Union Dues, and deductions. The OAPSE President will be notified within 10 days of a new employee hired. A welcome to the District and an OAPSE discussion may be during the work day of the employee and only last up to 15 minutes if needed.

#### 10.02 PROMOTED EMPLOYEE

It is understood that a promotion has occurred if the new classification has a higher rate of pay on the salary schedule.

An employee who is promoted to another job classification or assignment shall serve a probationary period of 30 work days. If the administration determines that this thirty (30) work day probationary period is insufficient time to properly assess the probationary employee's performance in the new classification or assignment, the Superintendent and/or his/her designee shall notify the OAPSE President that an additional thirty (30) work day probationary period is necessary. Should an additional probationary period be requested, the Superintendent and/or his/her designee, the probationary employee, and the OAPSE President shall meet to discuss the circumstances that warrant an additional thirty (30) work day time frame. A probationary employee cannot bid except to increase hours or benefits of employment.

Employees who accept a promotional position to another classification or assignment, and subsequently do not satisfactorily perform in or adjust to the new position during their probationary period, will be returned by the Board to their previous classification or assignment and shall be paid at the rate of pay for the previous classification. If the employee elects not to finish the promotional probationary period within the first thirty (30) work days, he/she has the right to return to his/her previous job classification or assignment and shall be paid at the rate of pay for the previous classification or assignment.

When the Board is returning an employee to the prior classification or assignment, the Superintendent or his/her designee shall meet with the employee to discuss the reason for the decision. The OAPSE President and the employee shall receive a copy of the notice of return to the prior classification. Upon return to the classification or assignment, the employee shall resume the rate of pay in that classification or assignment and continue with seniority unbroken by the temporary promotional position.

## ARTICLE 11.0

### LAYOFF AND RECALL

- 11.01 In the event, due to return to work of employees leave of absence, suspension of schools, territorial changes affecting the district, reduced enrollment, lack of work, abolishment of positions or for financial reasons, the Board of Education determines to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement unless otherwise modified through the Ohio Revised Code after the effective date of this contract.
- 11.02 The number of employees affected by a reduction in force shall be kept to minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.
- 11.03 Affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. For the purposes of this Article, classification seniority shall apply. Classification seniority shall be the total amount of time an employee has worked in a classification. Authorized paid or unpaid leaves of absence less than two (2) years do not constitute a break in continuous service for layoff and recall purposes. In the case of identical seniority, the least senior person shall be determined by the lowest last digit(s) in the Social Security Number unless a letter of intent exists documenting the date and/or time that the person was offered employment with the District.
- 11.04 An employee laid off from one job classification shall be able to bump into another job classification in which she/he has worked and for which she/he is qualified, provided the employee exercising such bumping rights has greater seniority in that classification than the employee she/he seeks to displace. An employee may be deemed qualified if he/she has continued to maintain current knowledge and/or skills directly related to the classification since his/her prior employment in that job classification. An employee may be required to demonstrate professional development offerings in which he/she has participated or any areas of specialization or certification he/she has received in said job classification. In the event an employee bumps into another classification, he/she shall be placed on the salary step equal to but not less than his/her total years of service in the new job classification.
- 11.05 The following classifications contained in Article 1.01-A shall be used for the purpose of defining classification seniority in the event of layoff.
- 11.06 Before the effective date of layoff, the Board shall prepare and post a list of the names, seniority dates and classifications affected, indicating the identity of the employees to be laid off. A copy of the posting shall be provided to the Union President. Each employee to be laid off shall be provided a fifteen (15) calendar day written notice in advance of the Board's action which notice shall state:
- a. Reason(s) for the layoff;
  - b. The effective date of layoff;
  - c. A statement advising the employee of her/his right of reinstatement following layoff.

- 11.07 For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list. Names of employees on layoff shall be placed on the list in reverse order of layoff. Reinstatement to vacant positions shall be from employees on this list in the classification in which the vacancy arises before any new employees are hired into that classification.
- 11.08 Vacancies which occur in the classification affected by layoff, whether full or part-time, shall be offered to the employees in the classification in which the vacancy arises standing highest on the recall list before the next person may be considered. The employee shall have a period of ten (10) days to accept or decline recall, with silence being assumed to be a refusal of recall. In the event an employee is recalled to a position that would change his/her full-time or benefit status, he/she may elect to decline recall and remain in their place on the recall list. In cases where an employee has accepted another position through 5.03 of the Agreement and is recalled and refuses the position from which he/she was laid off, the employee will relinquish all recall rights to the position he/she was laid off from.
- 11.09 If an employee exercises his/her rights to bump into another classification and displaces another employee, he/she must accept recall back to his/her layoff classification and will be placed accordingly on the salary schedule at the time of layoff.
- 11.10 An employee who declines recall to a part-time position shall not lose his/her seniority for layoff/recall purposes to a less senior employee in like job classification at the time of layoff.
- 11.11 The employee's name shall remain on the recall list for a period of three (3) years following the effective date of layoff. Upon reinstatement, the employee shall retain all previously accumulated seniority.

ARTICLE 12.0

WORK SCHEDULES

12.01 WORK SCHEDULE CHART

<b>Classification</b>	<b>Holidays</b>	<b>Contract Days</b>	<b>Pay/Shift Differential</b>
Bus Attendant	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day	189 days including 9 paid holidays.	NA
Bus Operator	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day	189 days including 9 paid holidays.	Field trips to be paid \$17.55 per hours (or the operator's regular rate, whichever is lower).
Bus Mechanic	12 paid holidays: New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day.	260 days including 12 paid holidays	Head Mechanic \$1.13 hr
Custodial I	<ul style="list-style-type: none"> <li>▪ 9 paid holidays (9 month): Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day</li> <li>▪ 12 paid holidays (12 month): New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day</li> </ul>	<p>189 days including 9 paid holidays.</p> <p>260 days including 12 paid holidays</p>	<ul style="list-style-type: none"> <li>▪ Afternoon shift differential \$.67/hr.</li> <li>▪ Night shift differential \$1.13/hr.</li> <li>▪ Afternoon shift differential \$.67/hr.</li> <li>▪ Night shift differential \$1.13/hr.</li> <li>▪ Sunday shift differential \$.90/hr.</li> </ul>
Custodial II	12 paid holidays: New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day.	260 days including 12 paid holidays	<ul style="list-style-type: none"> <li>▪ Afternoon shift differential \$.67/hr.</li> <li>▪ Night shift differential \$1.13/hr.</li> <li>▪ Sunday shift differential \$.90/hr.</li> </ul> <p>Head Custodian:</p> <ul style="list-style-type: none"> <li>▪ Night shift differential \$1.13/hr.</li> </ul>



<b>Classification</b>	<b>Holidays</b>	<b>Contract Days</b>	<b>Pay/Shift Differential</b>
Warehouse Inventory Specialist/Inventory Helper	9 paid holidays: New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas	210 days including 9 paid holidays	NA
Maintenance	12 paid holidays: New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day	260 days including 12 paid holidays	<ul style="list-style-type: none"> <li>▪ Afternoon shift differential \$.67/hr.</li> <li>▪ Night shift differential \$1.13/hr.</li> <li>▪ Minimum of 2 hour boiler checks as required by supervisor.</li> </ul>
Educational Associate I & II	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day.	189-191 days including 9 paid holidays.	NA
ELL Educational Associate	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day.	189-191 days including 9 paid holidays.	NA
Media Associate	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day.	189-191 days including 9 paid holidays.	NA
Food Service Assistant	9 paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day	189-191 days including 9 paid holidays.	Banquet rate to be paid at \$2.34 above regular salary.
Secretary I	9 paid holidays (10 month): Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's, Martin Luther King Day, President's Day, Good Friday and Memorial Day	210 days including 9 paid holidays	NA

Secretary II	12 paid holidays: New Year's, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day.	260 days including 12 paid holidays  OR  220 days including 9 paid holidays.	NA
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It is understood that during school years that have 261 or 262 work days, one or two compensatory days shall be provided for twelve month employees and the District may be closed for such observations.

All regular contracted employees who serve only a portion of the contract year are to be paid only for those holidays which fall during their service.

## 12.02 EMERGENCY CALLOUTS

### Call Out Bargaining Unit

From time to time the School District may find it necessary to call out bargaining unit members due to an emergency for report to work outside of their normal schedule. When this occurs, the following procedure shall apply.

- 12.02.1 The School District will call the individuals in the classification in which the vacancy, opening or emergency need has occurred. Employees are required to report to work for this call out in a reasonable time thereafter for such emergency. The individual responsible and being deemed the on-call person shall receive \$175 per week for such on-call responsibility plus any wages above for reporting to work.
- 12.02.2 The on-call list shall consist of all maintenance department employees.
- 12.02.3 In addition, the District may need, based upon the situation, to call additional employees from a call-out list. Those employees are required to report if at all possible. In the event of an emergency and a time constraint is in effect, the rotation may not be followed.
- 12.02.4 The School District will establish a list of those bargaining unit members who have been cross-trained and are qualified to perform duties in more than one classification. In the event the District is unable to contact an employee in the classification where the need exists, then this list will be utilized for call outs.
- 12.02.5 Employees called out will be guaranteed a minimum of two (2)-hours call out pay at time and one-half the rate of pay for the classification for which they are called.
- 12.02.6 Duties included for being the on call person shall consist of but not be limited to being readily available to respond to the district provided cell phone whether the notification comes via voice, text, data, etc.

### 12.03 SNOW AND CALAMITY DAYS

Twelve month employees scheduled to work on snow or calamity days may be required to report for duty as usual when schools are closed. These employees, if required to work on snow or calamity days because of work which can be done at no other time, will receive compensatory time or over time. Such time may generally be taken at the employee's convenience provided sufficient advance notice is given and not more than one employee per department wishes the same day off for compensatory time.

Should weekend activities be cancelled for weather-related or other reasons, such closings shall constitute a calamity day for any bargaining unit member who has regular contract hours during such time.

It is expressly understood that any bargaining unit member is required to report to work as scheduled unless contacted by the Superintendent or his/her designee and instructed not to report.

### 12.04 EMERGENCY CALL-IN

Non-teaching employees who are called in and report earlier than their scheduled shift may either flex their normal work day and leave after their daily contracted hours or choose to accumulate overtime/compensatory time and stay for the remainder of the shift. However, should the administration determine that there is a need for the District to retain personnel on site, the number of persons allowed to flex their time may be limited to meet any District needs. Eligible non-teaching employees permitted to flex their day shall do so via a rotating seniority basis.

ARTICLE 13.0  
SALARY

13.01 SALARY SCHEDULE

<b>2017-2018</b>													
<b>Hired before November 1, 2005</b>													
Employees above the pay scale shall receive a 2% stipend until such time that their hourly rate is at the pay scale. (In a year in which they are less than 2% above, they shall receive a combination of stipend & hourly increase.) Those employees receiving either a full or partial stipend, shall receive the annual stipend amount on the first pay of their new contract for that particular year.													
	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II
0	12.90	20.60	17.22	17.29	15.01	16.50	14.15	14.15	11.52	18.76	14.81	14.03	15.57
1	13.22	21.10	17.64	17.71	15.38	16.90	14.49	14.49	11.80	19.22	15.18	14.36	15.94
2	13.55	21.62	18.07	18.15	15.76	17.32	14.85	14.85	12.09	19.69	15.54	14.72	16.33
3	13.88	22.15	18.51	18.58	16.15	17.75	15.21	15.21	12.38	20.17	15.92	15.08	16.74
4	14.22	22.70	18.96	19.04	16.53	18.18	15.59	15.59	12.69	20.67	16.32	15.44	17.15
5	14.57	23.25	19.43	19.51	16.94	18.63	15.96	15.96	12.99	21.18	16.72	15.82	17.56
6	14.92	23.82	19.91	19.98	17.36	19.08	16.36	16.36	13.31	21.69	17.13	16.21	17.99
7	15.29	24.40	20.40	20.47	17.78	19.55	16.76	16.76	13.64	22.23	17.54	16.61	18.43
8	15.67	25.00	20.90	20.98	18.22	20.03	17.17	17.17	13.97	22.77	17.97	17.01	18.89
9	16.04	25.61	21.41	21.49	18.67	20.52	17.58	17.58	14.32	23.33	18.41	17.43	19.35
10	16.44	26.24	21.93	22.02	19.13	21.02	18.02	18.02	14.67	23.90	18.87	17.86	19.83
11	16.84	26.89	22.47	22.56	19.59	21.53	18.46	18.46	15.02	24.48	19.33	18.30	20.31
12	17.26	27.54	23.02	23.11	20.07	22.06	18.91	18.91	15.39	25.08	19.80	18.75	20.81
13	17.68	28.21	23.58	23.68	20.56	22.60	19.38	19.38	15.77	25.69	20.29	19.21	21.32
14	18.12	28.91	24.16	24.27	21.06	23.15	19.85	19.85	16.16	26.33	20.79	19.68	21.84
15	18.55	29.62	24.76	24.86	21.58	23.73	20.34	20.34	16.55	26.97	21.30	20.16	22.38
16	19.01	30.35	25.36	25.47	22.11	24.31	20.84	20.84	16.96	27.63	21.82	20.66	22.92
17	19.47	31.09	25.98	26.10	22.65	24.90	21.35	21.35	17.38	28.31	22.35	21.15	23.48

**2017-2018**  
**Hired after November 1, 2005**

	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II	Warehouse Helper	ELL Associate
0	11.75	18.76	15.68	15.74	13.67	15.02	10.49	12.88	10.49	17.09	13.48	12.77	14.17	9.51	13.75
1	12.05	19.22	16.07	16.13	14.00	15.40	10.74	13.20	10.74	17.50	13.82	13.09	14.52	9.74	14.09
2	12.33	19.69	16.45	16.52	14.35	15.77	11.01	13.53	11.01	17.93	14.16	13.40	14.87	9.99	14.43
3	12.64	20.18	16.86	16.92	14.70	16.16	11.28	13.85	11.28	18.37	14.50	13.73	15.24	10.23	14.79
4	12.94	20.67	17.27	17.34	15.07	16.55	11.56	14.19	11.56	18.82	14.86	14.07	15.62	10.48	15.16
5	13.27	21.18	17.70	17.77	15.43	16.96	11.83	14.55	11.83	19.28	15.22	14.41	15.99	10.73	15.52
6	13.59	21.70	18.13	18.20	15.81	17.38	12.13	14.90	12.13	19.76	15.60	14.77	16.39	11.00	15.90
7	13.92	22.23	18.57	18.65	16.20	17.80	12.42	15.26	12.42	20.24	15.98	15.13	16.79	11.26	16.29
8	14.27	22.77	19.03	19.10	16.60	18.24	12.73	15.64	12.73	20.74	16.37	15.49	17.20	11.54	16.70
9	14.62	23.33	19.49	19.57	16.99	18.69	13.04	16.01	13.04	21.24	16.77	15.88	17.63	11.82	17.11
10	14.97	23.90	19.97	20.05	17.41	19.15	13.36	16.41	13.36	21.76	17.19	16.27	18.05	12.12	17.52
11	15.34	24.48	20.46	20.54	17.84	19.61	13.69	16.81	13.69	22.30	17.61	16.67	18.49	12.41	17.95
12	15.72	25.08	20.96	21.05	18.28	20.09	14.03	17.23	14.03	22.84	18.03	17.07	18.95	12.72	18.39
13	16.10	25.69	21.48	21.57	18.73	20.58	14.36	17.65	14.36	23.40	18.47	17.49	19.41	13.03	18.84
14	16.49	26.33	22.00	22.10	19.19	21.09	14.72	18.08	14.72	23.97	18.93	17.92	19.89	13.34	19.30
15	16.90	26.97	22.54	22.64	19.66	21.60	15.08	18.52	15.08	24.56	19.39	18.36	20.38	13.67	19.78
16	17.31	27.63	23.09	23.19	20.13	22.13	15.44	18.97	15.44	25.16	19.87	18.81	20.88	14.00	20.26
17	17.74	28.32	23.66	23.77	20.63	22.67	15.83	19.44	15.83	25.78	20.36	19.27	21.39	14.35	20.76

**2018-2019**

**Hired *before* November 1, 2005**

Employees above the pay scale shall receive a 2% stipend until such time that their hourly rate is at the pay scale.

(In a year in which they are less than 2% above, they shall receive a combination of stipend & hourly increase.)

Those employees receiving either a full or partial stipend, shall receive the annual stipend amount on the first pay of their new contract for that particular year.

	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II
0	13.16	21.02	17.56	17.63	15.31	16.83	14.43	14.43	11.75	19.13	15.11	14.31	15.88
1	13.48	21.53	17.99	18.06	15.69	17.24	14.78	14.78	12.04	19.60	15.48	14.65	16.26
2	13.82	22.06	18.44	18.51	16.07	17.67	15.15	15.15	12.33	20.08	15.86	15.01	16.66
3	14.16	22.60	18.88	18.96	16.47	18.10	15.51	15.51	12.63	20.57	16.24	15.38	17.07
4	14.50	23.15	19.34	19.42	16.86	18.54	15.90	15.90	12.94	21.08	16.65	15.75	17.49
5	14.86	23.71	19.82	19.90	17.28	19.00	16.28	16.28	13.25	21.60	17.05	16.14	17.92
6	15.22	24.29	20.31	20.38	17.71	19.47	16.69	16.69	13.58	22.12	17.47	16.53	18.35
7	15.60	24.89	20.81	20.88	18.13	19.94	17.09	17.09	13.91	22.67	17.89	16.94	18.80
8	15.98	25.50	21.32	21.40	18.58	20.43	17.51	17.51	14.25	23.22	18.33	17.35	19.27
9	16.37	26.12	21.84	21.92	19.04	20.93	17.94	17.94	14.61	23.79	18.78	17.78	19.74
10	16.77	26.77	22.37	22.46	19.51	21.44	18.38	18.38	14.96	24.38	19.25	18.22	20.23
11	17.18	27.42	22.92	23.01	19.99	21.96	18.83	18.83	15.33	24.97	19.72	18.66	20.71
12	17.60	28.09	23.48	23.58	20.48	22.50	19.29	19.29	15.70	25.58	20.19	19.12	21.22
13	18.03	28.78	24.05	24.16	20.97	23.06	19.77	19.77	16.08	26.21	20.69	19.59	21.74
14	18.48	29.48	24.65	24.75	21.48	23.62	20.25	20.25	16.48	26.85	21.20	20.07	22.27
15	18.92	30.21	25.25	25.35	22.01	24.20	20.75	20.75	16.89	27.51	21.72	20.56	22.83
16	19.39	30.95	25.86	25.98	22.56	24.79	21.26	21.26	17.30	28.18	22.25	21.07	23.38
17	19.86	31.71	26.50	26.62	23.11	25.40	21.78	21.78	17.73	28.87	22.80	21.58	23.95

**2018-2019**  
**Hired *after* November 1, 2005**

	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II	Warehouse Helper	ELL Associate
0	11.99	19.13	15.99	16.05	13.94	15.33	10.70	13.14	10.70	17.43	13.75	13.03	14.45	9.70	14.02
1	12.29	19.60	16.39	16.45	14.28	15.71	10.96	13.46	10.96	17.85	14.10	13.35	14.82	9.94	14.37
2	12.58	20.08	16.78	16.85	14.64	16.08	11.23	13.80	11.23	18.29	14.44	13.67	15.17	10.19	14.72
3	12.89	20.58	17.20	17.26	14.99	16.48	11.51	14.13	11.51	18.74	14.79	14.00	15.54	10.44	15.09
4	13.20	21.08	17.61	17.69	15.37	16.89	11.79	14.47	11.79	19.20	15.16	14.35	15.93	10.68	15.46
5	13.54	21.60	18.05	18.12	15.74	17.30	12.07	14.84	12.07	19.66	15.52	14.70	16.31	10.95	15.83
6	13.86	22.13	18.49	18.56	16.13	17.73	12.37	15.20	12.37	20.15	15.91	15.06	16.72	11.22	16.22
7	14.20	22.67	18.95	19.02	16.52	18.15	12.67	15.56	12.67	20.64	16.30	15.43	17.12	11.49	16.62
8	14.56	23.22	19.41	19.49	16.93	18.60	12.98	15.95	12.98	21.15	16.70	15.80	17.54	11.77	17.03
9	14.91	23.79	19.88	19.97	17.33	19.06	13.30	16.33	13.30	21.66	17.10	16.20	17.98	12.06	17.45
10	15.27	24.38	20.37	20.45	17.76	19.53	13.63	16.74	13.63	22.19	17.53	16.59	18.42	12.36	17.87
11	15.65	24.97	20.87	20.95	18.20	20.01	13.96	17.15	13.96	22.74	17.96	17.00	18.86	12.66	18.31
12	16.03	25.58	21.38	21.47	18.64	20.50	14.31	17.57	14.31	23.29	18.39	17.42	19.33	12.97	18.76
13	16.42	26.21	21.91	22.00	19.10	21.00	14.65	18.00	14.65	23.87	18.84	17.84	19.80	13.29	19.22
14	16.82	26.85	22.44	22.55	19.57	21.52	15.01	18.45	15.01	24.45	19.31	18.28	20.29	13.61	19.68
15	17.24	27.51	22.99	23.10	20.05	22.04	15.38	18.89	15.38	25.05	19.78	18.73	20.79	13.94	20.17
16	17.66	28.18	23.55	23.66	20.54	22.58	15.75	19.35	15.75	25.67	20.27	19.18	21.30	14.28	20.66
17	18.09	28.88	24.14	24.24	21.05	23.13	16.15	19.83	16.15	26.29	20.77	19.65	21.82	14.64	21.17

**2019-2020****Hired before November 1, 2005**

Employees above the pay scale shall receive a 2% stipend until such time that their hourly rate is at the pay scale.

(In a year in which they are less than 2% above, they shall receive a combination of stipend & hourly increase.)

Those employees receiving either a full or partial stipend, shall receive the annual stipend amount on the first pay of their new contract for that particular year.

	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II
0	13.42	21.44	17.91	17.99	15.62	17.17	14.72	14.72	11.98	19.52	15.41	14.59	16.19
1	13.75	21.96	18.35	18.42	16.00	17.58	15.08	15.08	12.28	19.99	15.79	14.94	16.59
2	14.09	22.50	18.80	18.88	16.40	18.02	15.45	15.45	12.58	20.48	16.17	15.31	16.99
3	14.44	23.05	19.26	19.34	16.80	18.47	15.82	15.82	12.88	20.98	16.57	15.68	17.41
4	14.79	23.61	19.73	19.81	17.20	18.91	16.22	16.22	13.20	21.50	16.98	16.07	17.84
5	15.15	24.18	20.22	20.30	17.63	19.38	16.61	16.61	13.52	22.03	17.39	16.46	18.27
6	15.53	24.78	20.71	20.79	18.06	19.86	17.02	17.02	13.85	22.56	17.82	16.86	18.72
7	15.91	25.38	21.22	21.30	18.50	20.34	17.44	17.44	14.19	23.12	18.25	17.28	19.18
8	16.30	26.01	21.74	21.83	18.95	20.84	17.86	17.86	14.54	23.69	18.70	17.70	19.65
9	16.69	26.65	22.27	22.36	19.42	21.35	18.30	18.30	14.90	24.27	19.15	18.14	20.13
10	17.11	27.30	22.82	22.91	19.90	21.87	18.75	18.75	15.26	24.86	19.63	18.58	20.63
11	17.52	27.97	23.38	23.47	20.39	22.40	19.21	19.21	15.63	25.47	20.11	19.04	21.13
12	17.96	28.65	23.95	24.05	20.88	22.95	19.67	19.67	16.01	26.10	20.60	19.51	21.65
13	18.39	29.35	24.54	24.64	21.39	23.52	20.16	20.16	16.41	26.73	21.11	19.98	22.18
14	18.85	30.07	25.14	25.25	21.91	24.09	20.65	20.65	16.81	27.39	21.63	20.47	22.72
15	19.30	30.82	25.76	25.86	22.46	24.68	21.16	21.16	17.22	28.06	22.16	20.97	23.28
16	19.78	31.57	26.38	26.50	23.01	25.29	21.68	21.68	17.65	28.75	22.70	21.49	23.85
17	20.26	32.35	27.03	27.16	23.57	25.90	22.21	22.21	18.08	29.45	23.25	22.01	24.43



**2019-2020**  
**Hired after November 1, 2005**

	Bus Attendant	Bus Mechanic	Bus Operator	Supply Warehouse Specialist	Custodial I	Custodial II	Educational Associate I	Educational Associate II	Food Service Worker	Maintenance	Media Associate	Principal Secretary I	Principal Secretary II	Warehouse Helper	ELL Associate
0	12.23	19.52	16.31	16.37	14.22	15.63	10.91	13.40	10.91	17.78	14.03	13.29	14.74	9.89	14.31
1	12.53	19.99	16.71	16.78	14.57	16.02	11.17	13.73	11.17	18.21	14.38	13.62	15.11	10.13	14.66
2	12.83	20.48	17.12	17.19	14.93	16.41	11.45	14.07	11.45	18.66	14.73	13.94	15.47	10.39	15.02
3	13.15	20.99	17.54	17.61	15.29	16.81	11.74	14.41	11.74	19.11	15.09	14.28	15.85	10.64	15.39
4	13.47	21.50	17.97	18.04	15.67	17.22	12.02	14.76	12.02	19.58	15.46	14.63	16.25	10.90	15.77
5	13.81	22.03	18.41	18.49	16.06	17.65	12.31	15.13	12.31	20.06	15.83	14.99	16.64	11.16	16.15
6	14.14	22.57	18.86	18.93	16.45	18.08	12.62	15.50	12.62	20.56	16.23	15.37	17.05	11.44	16.54
7	14.49	23.12	19.32	19.40	16.85	18.52	12.93	15.88	12.93	21.05	16.63	15.74	17.47	11.72	16.95
8	14.85	23.69	19.80	19.88	17.27	18.97	13.24	16.27	13.24	21.57	17.03	16.12	17.89	12.00	17.37
9	15.21	24.27	20.28	20.36	17.68	19.44	13.56	16.66	13.56	22.09	17.45	16.52	18.34	12.30	17.80
10	15.58	24.86	20.78	20.86	18.11	19.92	13.90	17.07	13.90	22.64	17.88	16.93	18.78	12.61	18.23
11	15.96	25.47	21.29	21.37	18.56	20.41	14.24	17.49	14.24	23.20	18.32	17.34	19.24	12.91	18.68
12	16.35	26.10	21.81	21.90	19.02	20.91	14.59	17.92	14.59	23.76	18.76	17.76	19.72	13.23	19.13
13	16.75	26.73	22.35	22.44	19.48	21.42	14.94	18.36	14.94	24.34	19.22	18.20	20.19	13.55	19.60
14	17.16	27.39	22.89	23.00	19.96	21.95	15.31	18.82	15.31	24.94	19.70	18.65	20.69	13.88	20.08
15	17.58	28.06	23.45	23.56	20.45	22.48	15.68	19.27	15.68	25.55	20.17	19.10	21.20	14.22	20.58
16	18.01	28.75	24.03	24.13	20.95	23.03	16.07	19.74	16.07	26.18	20.67	19.57	21.72	14.57	21.08
17	18.45	29.46	24.62	24.73	21.47	23.59	16.47	20.23	16.47	26.82	21.18	20.05	22.25	14.93	21.60

### 13.02 LONGEVITY BONUS

School employees will receive a one-time longevity bonus of \$1,000.00 after 20 years of service, a one-time longevity bonus of \$1,500.00 for 25 years of service, and a one time longevity bonus of \$2,000.00 for 30 years of service. This bonus shall be paid to each employee that has completed the required number of years of service on the first payroll date of their new contract year following the end of the respective year of service. In the case of employees retiring during the eligible year, they shall receive the bonus on their final contract payout and only upon completion of the contract year.

### 13.03 MAX-OUT BONUS

A one-time payment called a "Max-Out Bonus" of 2.45% will be paid to each employee who either is at or above the top end of the current salary schedule. This bonus shall be paid to all employees as defined on the 1<sup>st</sup> payroll date of their new contract year when eligible.

### 13.04 COMPENSATORY TIME OFF/OVERTIME

#### Compensatory Time-Off

Members of the bargaining unit may elect to receive compensatory time-off in lieu of cash payment for time worked beyond the employee's regular contracted hours or overtime. Such compensatory time shall not be accumulated beyond each employee's total weekly contracted hours of employment. Any accumulation greater than the employee's contract hours of employment must be reported and compensated for at the appropriate (e.g., regular or overtime) rate for the pay period it is worked.

All hours for compensatory time accumulation must be approved in writing by the supervisor. Compensatory time must be used by June 1<sup>st</sup> in the school year in which it was earned and at a time that is mutually agreed upon by the employee and his/her immediate supervisor. No more than one employee per department may request to utilize compensatory time for the same time period without the expressed consent of the supervisor.

Compensatory time must be used in the classification earned and/or in a lower job classification if an employee has more than one position in the District. Compensatory time shall be scheduled on a first-come-first served basis and may not be used to extend a holiday or vacation period unless authorized by the administration.

Any hours accumulated for compensatory time will be paid at the rate earned. Such payment will be made on June 30<sup>th</sup>.

When an employee is given compensatory time off for overtime hours worked, he/she shall be given 1 ½ hours of compensatory time for each hour of overtime. Compensatory time hours will not be counted as hours actually worked for purposes of determining eligibility for overtime.

Employees regularly scheduled to work less than forty (40) hours per week may also accrue compensatory time in lieu of cash payment for any extra time worked. However, the compensatory time, like the cash payment, would be only at 1 hour off for each extra hour worked so long as their total weekly hours are less than forty (40).

Job-related performance activities that require an extension of an employee's regular contract hours, such as job coaching and field trips, may be submitted for compensatory time. However, meeting times (e.g., professional development and classification meetings) may not be submitted for compensatory time.

### Overtime

Additional time for regular or supplemental duties shall not be worked unless the employee has been provided authorization in advance from a Supervisor.

This additional time worked shall have prior authorization of a supervisor and shall be turned in for payment in the appropriate time period or may be grounds for discipline.

Overtime shall be rotated among affected job classifications through employing a combination of skilled and unskilled employees necessary to accomplish the work. Normally, overtime shall be rotated amongst all custodial, maintenance, and food service employees. Overtime with pay will not be performed by supervisors and so deprive qualified employees of the overtime possibility.

When an employee works more than 40 hours per work week, he/she shall be given 1½ hours of paid time for each hour of overtime.

### 13.05 USE OF BUILDINGS WITHOUT CUSTODIAN

When School District buildings are used during non-school hours, without maintenance or custodians, the individuals responsible for the activity at the District building during the non-working hours will be responsible for leaving the facility in a condition similar to that condition the facility was in at the start of the usage during non-school hours. The responsible administrative school personnel will assure compliance. Custodial staff is to notify the responsible administrative school personnel of any such incident and submit their findings in writing.

### 13.06 PREPARATION FOR BANQUETS AND RECEPTIONS

School employees are expected to prepare for banquets and receptions insofar as possible during their regularly scheduled work hours. When such activity extends beyond those hours, the employee will be compensated as provided by the O.R.C. or the contract.

All Food Service Assistants will be given opportunities to work overtime for banquets and receptions. Assignments will be based on the following criteria:

- Workers will be selected sequentially from an established list of volunteer employees
- Task requirements for banquet or reception preparation

When any of the school kitchens are used by the management company or an outside school or community organization beyond the normal school day or hours, at least one member of the food service staff shall be present to supervise, assist, and protect the school property that may be utilized in the kitchen area.

Prior to the utilization of the kitchens by the management company or organization for the purpose of event catering, the Food Service Department will be allowed to tender their bid for the event.

13.07 JOB COACHING

School employees that teach or instruct other staff members shall be compensated for instruction and preparation at his/her current hourly rate, subject to advance approval by his/her supervisor.

13.08 VOLUNTEERS

The Union agrees that non-bargaining unit members may be used to perform certain discreet cleanup activities, provided that such non-bargaining unit individuals do not use power-equipment in such tasks and provided further that the use of such non-bargaining unit individuals does not result in the permanent reduction in hours or the layoff of a member of the bargaining unit. Employees are not responsible for the supervision of volunteers and are not to be supervised by volunteers. Non-bargaining unit volunteers will not be entitled to any form of remuneration from the district. Bargaining unit members will also be provided with the opportunity to evaluate the condition of the facility left by volunteer groups and report any problems to the building principal or immediate supervisor.

13.09 WAGE RATES FOR NEWLY ESTABLISHED OR SUBSTANTIALLY CHANGED POSITIONS

Following development by the administration of a new position description, the Union will be notified of same. Representatives of the Board and the Union will meet to bargain with respect to the appropriate wage classification of the new position, subject to the limitation below.

Should an employee maintain that a substantial change has occurred in the job content of a bargaining unit position since January 1999; the employee may present the matter to the Superintendent or designee. Representatives of the Board and Union will meet to review the accuracy and completeness of documentation submitted by the employee to support her/his claim of the substantially changed job.

Any change in salary levels for existing positions shall be made effective only upon approval by the Board of Education. Should the Board and Union not agree with respect to salary placement of a new position or allegedly substantially changed position, the rate proposed by the Board in both instances shall be implemented, with the Union entitled to raise the issue in the next round of bargaining. Any change in compensation for the position in question agreed to in bargaining shall be made retroactively effective to the first day worked in the new or substantially changed job description.

Nothing in this provision shall be construed to economically penalize the Board in acting to correct an inefficiency in a job position through a modification of the job description. Nor shall this provision be considered inconsistent with the principle, accepted by the Union and Board, of a full and fair day's work for a full fair day's pay.

The Board retains those rights of management as set forth in ORC Section 4117.08.

### 13.10 SEASONAL, SUMMER, CASUAL, STUDENT WORKER EMPLOYEES

Whereas the Perry Board of Education and OAPSE Local #367 have specifically agreed, that confidential, seasonal, summer, casual and student workers are excluded from the collective bargaining unit as referenced in Article 2.0, and

Whereas the Perry Board of Education and OAPSE Local #367 agree that it is important to provide further employment opportunities to present employees qualified to perform additional functions as determined by the Administration,

Now, therefore it is hereby agreed by the Board of Education and OAPSE Local #367 that the Board of Education will provide opportunity to OAPSE Local #367 bargaining unit members who are employed under nine (9) or ten (10) month contracts and who would otherwise not be scheduled to work during a summer/seasonal period of time. It is further understood and agreed that OAPSE Local #367 members selected for summer/seasonal /substitute employment opportunities:

Shall be paid their regular hourly wage when working within their classification unless otherwise dictated by the Negotiated Agreement (i.e. A bus operator will earn the field trip rate for summer field trip and bus washing; a food service assistant working a banquet during the summer will receive the banquet rate of pay).

When working outside of their classification they shall be paid at step 0 on the salary schedule for that classification they are working in.

Shall not be entitled to other bargaining unit rights while performing the duties of seasonal, or summer work, or substitute work.

Shall not establish any new or add to any seniority of any classification covered by the collective bargaining unit work unless the employee accrues 740 hours in a fiscal year;

Shall remain subject to termination of seasonal, summer or casual work when it is determined by the Board of Education that their services are no longer needed;

And shall not be evaluated on their contract position based upon their performance in the seasonal, summer or casual work.

### 13.11 AUTOMATIC PAYROLL DEPOSIT

Effective July 1, 2008, all bargaining unit members shall be required to participate in the Automatic Payroll Deposit program. Bargaining unit members may elect the automatic deposit to go to any participating financial institution.

### 13.12 CELL PHONE

If an OAPSE employee is required to carry a cell phone after regular contracted hours the District shall pay for such phone and its usage for school business purposes.

However, in lieu of using a District provided cell phone, the employee and the administration agree that the employee may use his/her own cell phone to remain accessible to the District. Should such employee outlined above elect to use his/her

personal cell phone, the District shall compensate the employee \$75.00 per month for maintaining accessibility to the District during non-working hours.

## ARTICLE 14.0

### FRINGE BENEFITS

#### 14.01 MEDICAL COVERAGE

The Board shall contract for and make available Medical Coverage to eligible bargaining unit members. The coverage shall consist of a base plan (Plan A) as well as at least one premium plan for optional selection by eligible bargaining unit members (currently Plan B and Plan C).

Each year in June, the employees shall be requested to select their plan of coverage for the subsequent school year. The Board shall notify employees via district email that the open enrollment period exists. It is the employee's responsibility to make sure that the proper enrollment papers are provided to the district. Upon receipt of the completed paperwork, you will receive a receipt of such paperwork. Failure to submit the paperwork or acknowledge the lack of a receipt will result in termination of coverage. It shall be assumed that a failure to enroll by the required deadline will serve as their intention to decline coverage. The district shall assume no liability for insurance costs beyond the previous period of coverage.

Additionally, it is the responsibility of the employee to maintain an active and accurate account of dependents. The employee understands that they will be held liable for reconciliation of claims paid by the district/health care consortium for non-eligible dependents that were not taken off of the plan by the employee.

Non-eligible dependents include divorced spouses and/or dependent children who no longer meet the eligibility requirements of the plan.

The Base Plan A, a Preferred Provider Organization (PPO) plan, will consist of both network and non-network benefits as shown in the enclosed table.

Effective July 1, 2020, spouses of employees shall be required to elect coverage from their employer unless they provide verification that the cost of such plan is greater than 50% of the plan cost. In addition, dependents of the employee and spouse shall be required to follow the plan of the spouse of which the birthday is first in calendar year.

**Lake County Schools Council Health Care Benefits Program**  
**Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/17**

14.01.1

	Standard PPO Plans						Effective 7/1/15 (H.S.A. Compatible)	
	PPO Plan #1		PPO Plan #2		PPO Plan #3		Minimal Value Plan (BRONZE)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Benefit Period	January 1st through December 31st							
Dependent Age Limit	Age 26 - Removal end of Month (Effective 1/1/16)		Age 26 - Removal end of Month (Effective 1/1/16)		Age 26 - Removal end of Month (Effective 1/1/16)		Age 26 - Removal end of Month (Effective 1/1/16)	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
<b>Deductible - Single / Family<sup>1</sup></b>	<b>\$500/\$1,000</b>	<b>\$1,000/\$2,000</b>	<b>\$250/\$500</b>	<b>\$500/\$1,000</b>	<b>\$100/\$200</b>	<b>\$200/\$400</b>	<b>\$6,000/\$12,000</b>	<b>\$12,000/\$24,000</b>
<b>Coinsurance</b>	<b>80%</b>	<b>60%</b>	<b>90%</b>	<b>70%</b>	<b>90%</b>	<b>70%</b>	<b>100%</b>	<b>70%</b>
<b>Coinsurance Maximum (Excluding Deductible) - Single / Family</b>	<b>\$2,000/\$4,000</b>	<b>\$4,000/\$8,000</b>	<b>\$1,000/\$2,000</b>	<b>\$2,000/\$4,000</b>	<b>\$500/\$1,000</b>	<b>\$1,000/\$2,000</b>	<b>N/A</b>	<b>\$2,000/\$4,000</b>
Maximum Out of Pocket (Ded+ Coins+Medical & Drug Copays) <sup>3</sup>	\$6,600/\$13,200	N/A	\$6,600/\$13,200	N/A	\$6,600/\$13,200	N/A	\$6,000/\$12,000	N/A
<b>Physician/Office Services:</b>								
Medically Necessary Office Visit (Illness / Injury)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	\$15 Copay, then 100% <sup>2</sup>	70% after deductible	100% after deductible	70% after deductible
Urgent Care Facility	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Immunizations (tetanus, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	100%	60% after deductible	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
<b>Preventative / Routine Services</b>								
Preventive Services in accordance with state and federal law	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To Age 21)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Exam associated with Pap Test (one per benefit period)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible
Routine Labs, X-Rays and Medical Tests	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible	100%	50% after deductible



**Lake County Schools Council Health Care Benefits Program**  
**Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/17**

	Standard PPO Plans						Effective 7/1/15 (H.S.A. Compatible)	
	PPO Plan #1		PPO Plan #2		PPO Plan #3		Minimal Value Plan (BRONZE)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Outpatient Services:</b>								
Surgical Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Diagnostic Services	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Physical / Occupational Therapies (40 visits per benefit period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per Benefit Period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Speech Therapy - Facility and Professional (20 visits per Benefit Period then Med Review)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Emergency Room <sup>4</sup>	\$75 Copay, then 100%		\$50 Copay, then 100%		\$50 Copay, then 100%		100% after deductible	
Non-Emergency use of an Emergency Room <sup>5</sup>	\$75 Copay, then 80%	60% after deductible	\$50 Copay, then 90%	70% after deductible	\$50 Copay, then 90%	70% after deductible	100% after deductible	70% after deductible
<b>Inpatient Services:</b>								
Semi-Private Room and Board	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Maternity	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Skilled Nursing (100 days per Benefit Period)	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Organ Transplants	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
<b>Other Services</b>								
Allergy Testing and Treatments	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Ambulance	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Home Healthcare	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Hospice	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	60% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	100% after deductible	70% after deductible
<b>Mental Health and Substance Abuse:</b>								
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.		Benefits paid are based on corresponding medical benefits.	

**Lake County Schools Council Health Care Benefits Program**  
**Adopted Standard Plan Designs: Non-Grandfathered effective 7/1/17**

	Standard PPO Plans						Effective 7/1/15 (H.S.A. Compatible)	
	PPO Plan #1		PPO Plan #2		PPO Plan #3		Minimal Value Plan (BRONZE)	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>PRESCRIPTION DRUGS</b>								
<b>Retail Copay (30 day supply)</b>								
Generic	\$10.00		\$10.00		\$5.00		100% after deductible	
Preferred Brand	\$30.00		\$25.00		\$20.00		100% after deductible	
Non-Preferred Brand	\$50.00		\$40.00		\$30.00		100% after deductible	
<b>Mail Order Copay (90 day supply)</b>								
Generic	\$20.00		\$20.00		\$10.00		100% after deductible	
Preferred Brand	\$60.00		\$50.00		\$40.00		100% after deductible	
Non-Preferred Brand	\$100.00		\$80.00		\$60.00		100% after deductible	

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies on Plan 1, 2 & 3 only.

<sup>2</sup>The office visit copay applies to the cost of the office visit only

<sup>3</sup>Maximum Out of Pocket amount will be subject to change based on compliance with the affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

This benefit summary provides a brief outline of the services covered by Medical Mutual. Refer to your certificate for information regarding the administration of the plan.

14.01.2 Dental Insurance

The Board will contract for and make available Dental coverage to all eligible employees for the entire contract period.

14.01.3 Vision Insurance

The Board will contract for and make available Vision Coverage to eligible bargaining unit members for the entire contract period.

14.01.4 Prescription Coverage

Included in Plan A will be prescription coverage in the form of:

	<u>Retail (30 day)</u>	<u>Mail Order (90 day)</u>
Generic	\$10	\$20
Preferred Brand	\$30	\$60
Non-Preferred Brand	\$50	\$100

Other coverages shall be defined in the optional plans available to bargaining unit members.

14.01.5 Premium Share:

Full-time eligible bargaining unit members' contributions toward the premium cost Medical, Prescription Drug, Vision, and Dental insurances shall be in the amount equal to 10% of the of premium from the base plan (A1).

Current employees hired during or before the 2016-17 school year who work 35 hours per week may receive the 4<sup>th</sup> (bronze) plan single at no cost. Also, employees with at least 30 hours but less than 35 hours can receive the 4<sup>th</sup> (bronze) plan single at a cost equal to 9.2% of gross monthly wages.

The Board shall provide to the extent available under the internal revenue code and regulations a flexible spending account (section 125 plan) for the payment of unit members insurance premium contributions on a pretax basis, and other contributions agreed to by the Board and the Association.

14.01.6 Waiver of Insurance

Any employee eligible at 100% coverage, with spouse or dependents (living in the home) will be eligible for an annual payment for declining insurance coverage with Perry Local School District. Such payment to be made annually at the conclusion of the contract year (July 15<sup>th</sup> of the following year) and shall be in the amount up to \$1,500 for each employee declining eligible family, but retaining single coverage; up to \$3,000 for each employee eligible for 100% family coverage who declines all medical-prescription-vision-dental insurance coverage; and up to \$1,500 for each employee eligible for 100% single coverage and waiving such coverage.

Employees shall be required to provide any and all requested documentation as

required either by state or federal law, or as required by the school district to verify their eligibility to waive dependents.

Reimbursement shall be provided for employees who decline the coverages as follows:

NEW	<u>Retain Single</u>	<u>Decline All</u>
Dental:	\$ 100	\$ 200
Vision:	\$ 50	\$ 100
Prescription:	\$ 350	\$ 700
Medical:	\$1,000	\$2,000

Should an eligible bargaining unit member whose spouse is also employed by the District, who is also eligible for health care benefits, elect this option for payment, the maximum payment shall be \$1,500.00 annually.

Dependents for payment in lieu of insurance purposes must be both a legal dependent for IRS tax purposes and reside in the same household.

14.01.7 Eligibility of Insurances

Bargaining unit members shall be eligible for insurance coverage as follows:

**Employed BEFORE January 30, 1996**

<b>Contract Hours</b>	<b>Policy type: Medical Insurance</b>	<b>Percent Paid by Board of Education (Less Premium Share by Employees)</b>
20 or more hrs per week (Full-time)	Single Family	100% 100%
Less than 20 hrs per week	Single Family	100% Not Available

**Employed AFTER January 30, 1996**

<b>Contract Hours</b>	<b>Policy type: Medical Insurance</b>	<b>Percent Paid by Board of Education (Less Premium Share by Employees)</b>
26 or more hrs per week (Full-time)	Single Family	100% 100%
20 to 25 hrs per week	Single Family	100% 50%
Less than 20 hrs per week	Single Family	50% Not Available

**Employed AFTER November 1, 2005**

<b>Contract Hours</b>	<b>Policy type: Medical Insurance</b>	<b>Percent Paid by Board of Education (Less Premium Share by Employees)</b>
35 or more hrs per week (Full-time)	Single Family	100% 100%
25 to 35 hrs per week	Single Family	100% 50%
20-24 hrs per week	Single Family	<b>50%</b> <b><u>Not Available</u></b>
<b>Less than 20 hrs per week</b>	<b>Single Family</b>	<b>0% and available</b> <b><u>Not Available</u></b>

14.01.8 Termination of Employment Benefits

Eligibility for hospitalization-medical insurance coverage or prescription drug coverage shall end on the date of resignation, retirement or other termination of employment. Continuation coverage under COBRA will still be permitted.

14.01.9 Flexible Spending Account

The Board will establish a flexible spending account via a Board selected provider that will be available for voluntary use by employees. Employees who elect to participate during the annual enrollment period will be required to pay the monthly maintenance fee associated to their individual account via automatic payroll deduction. Further, each employee is responsible for making monetary contributions equal to the dollar amount elected during the annual enrollment period.

14.01.10 Life Insurance

The Board will sustain the cost of a \$150,000.00 term life insurance\* policy for each full time employee cancelled at age 70 and \$25,000 for all employees not currently eligible but working from 20-35 hours.

Employees may choose to opt out of Life Insurance, but are not eligible to receive a payment in lieu of making such election. Should an employee choose to do so, they have the sole responsibility of electing to opt back in only at the open enrollment period for other health coverage in June. The Board assumes no liability associated to life insurance for those employees who choose to opt out.

\*Purchase of group life insurance subject to regulations of the insurance company regarding minimum number of hours, enrollment periods of new employees, transfers or termination, etc.

#### 14.01.11 Insurance Carriers

The Board reserves the right to change the insurance company providing any negotiated benefit providing that such new carrier shall provide benefits equal to or better than those currently in effect.

In the event a change in carrier is necessary during the term of this contract, effected employees and their representative organization will be informed prior to the change. Also, group meetings will be held to enroll eligible employees with the new carrier and to explain any procedural changes necessary to maintain and/or improve benefits. New contracts will be provided to each enrolled employee.

Copies of the full insurance contract may be reviewed during business hours in the Board of Education office. Copies will be supplied to employees or their representative at cost.

The Board and the Union agree to explore the opportunity that the Ohio Health Care Trust presents as an alternative to the current Health Insurance provided by the Perry School District.

#### 14.02 SEVERANCE PAYMENT

##### Retirement Provision

Any staff member under a regular (not substitute) contract with the Perry Schools, who qualifies and accepts, at the termination of his service in Perry Schools, retirement benefits under the Ohio School Employees Retirement System, shall be eligible for a one time severance payment.

The calculated final average salary shall be the average daily rate earned for the eligible employee during the final contract period equal to accumulated unused sick leave at retirement (not to exceed the 270 day maximum).

The calculated final average salary shall be the average daily rate earned for the eligible employee during the final contract period equal to accumulated unused sick leave at retirement (not to exceed the 270 day maximum) at a rate of (1/4 of days up to 270 sick days).

(Total days (up to 270) x  $\frac{1}{4}$  x average daily rate)

Such payment shall be based on the employee's final average salary (as described above) at the time of separation, exclusive of all supplemental pay. Payment for sick leave on this basis, under any severance provision, shall be considered to eliminate all sick leave credit accrued by the employee.

Any staff member who dies during the term of this agreement shall have any earned severance benefits paid to his/her estate.

#### 14.03 TUITION WAIVER FOR EMPLOYEES' CHILDREN

If a child of a non-resident employee is not accepted through open enrollment, the non-resident employee may file a request with the Superintendent that the child be accepted to attend without payment of tuition and, if accepted by the Superintendent, will be permitted to attend without payment of tuition. A child should be defined as a natural or adopted dependent child (including a stepchild) residing with the employee's household.

Nothing herein shall be construed to authorize the automatic acceptance of the children of non-resident employees. The Local Superintendent shall review any request for such acceptance to be sure that such child's social and academic standing are acceptable to the district prior to enrollment. If such child is accepted and maintains acceptable scholastic and behavioral standards, his or her tuition will be waived.

The Superintendent's decision regarding acceptance shall be final in all cases and is not subject to grievance provisions of this agreement.

#### 14.04 VACATION LEAVE POLICY – NON-TEACHING EMPLOYEES

1. All bargaining unit members who earn vacation leave during a fiscal year will be required to schedule their vacation leave they earn in that year within the subsequent twelve (12) months, beginning July 1<sup>st</sup>.
  - a. Vacation leave may be taken anytime during the calendar year with administrative approval. Not more than one employee in each classification, or one custodian in each building can be on vacation leave at one time during the school year unless the supervisor or Superintendent approves the additional absences.
  - b. Vacation leave will be scheduled by seniority in the classification with the most senior bargaining unit member having a preference in selection of their vacation leave selection period.
2. Bargaining unit members on paid or unpaid leave during the scheduling period are responsible for making their selections known during the posting period, or they will have to schedule their vacation allotment from the remaining periods available for scheduling.

Management will accept written vacation requests from January 1 through January 15. Seniority shall be the determining factor in scheduling approved requests for vacation time, if submitted prior to January 15. Employees requesting multiple vacation days/blocks may be required to prioritize request so that less senior employees are afforded equal access to vacation time. After January 15, all requests are approved on a first come first served basis. Once vacation time is approved, it may not be changed.<sup>4</sup> Bargaining unit members previously assigned to positions which are not "vacation eligible" and who are now in vacation leave eligible positions shall have their previous service time prorated for the purpose of determining their placement date on the vacation leave schedules outlined above. (For example, an employee who completed six years of service in a ten month position shall be credited with five years of prorated service for purposes of vacation leave eligibility in a twelve month position).

5. Non-teaching employees eligible for vacation leave shall start the new school year with the number of vacation days earned in the previous school year. (For example, an eligible employee hired before November 1, 2005 with 10 years of service shall have a beginning vacation leave balance of 20 days credited on July 1, 2008 for use during the 2008-2009 school year.)
6. Additionally, eligible employees shall be permitted to bank for accumulation a maximum of one-half (1/2) of the accrued days of vacation earned during the previous work year. (For example, an employee eligible for 20 days of vacation leave may bank a maximum of 10 days for use in the subsequent school year.)
7. The finance department shall notify eligible employees annually regarding their vacation leave as follows:
  - a. The number of vacation leave banked if applicable.
  - b. The number of vacation leave earned from the prior year.
  - c. The number of vacation leave available for use during the current year which shall be calculated by adding the number of days banked to the number of days earned from the prior year.
  - d. The number of vacation leave days that may be added to an individual bank balance which shall be calculated by taking the amount of vacation leave days earned, dividing by two, less the current number of days banked.
  - e. The number of vacation leave days that must be used in the subsequent school year which shall be the eligible number of vacation days divided by two.
  - f. It is expressly understood that should an employee reach the maximum limit of allowable days to be banked as a result of failure to use his/her vacation leave as required, such vacation leave days in excess shall automatically be forfeited by the employee.
8. Any employee hired prior to the school district converting from a January 1 – December 31 to a July 1 – June 30 fiscal year or January 1, 1986 shall be handled on a case by case basis.



- 14.04.1 Eligible employees hired prior to November 1, 2005 shall be credited the Following number of vacation days on July 1<sup>st</sup> of each year based upon the previous years service.

**Hired Before November 1, 2005:**

<b>Years</b>	<b>Days</b>
1 – 4	10 days
5	15 days
6	16 days
7	17 days
8	18 days
9	19 days
10	20 days
11	21 days
12	22 days
13	23 days
14	24 days
15 or more years	25 days

- 14.04.2 Eligible employees hired after November 1, 2005 shall be credited the Following number of vacation days on July 1<sup>st</sup> of each year based upon the previous year's service.

**Hired After November 1, 2005:**

<b>Years</b>	<b>Days</b>
6 months, but less than 1 year	5 days
1 – 5	10 days
5.01 – 12	15 days
12.01 or more	20 days

14.05 WORKERS' COMPENSATION

- 14.05.1 All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in case of injury or death incurred in the course of or arising out of their employment.
- 14.05.2 Any injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative. The treasurer of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The Treasurer shall then file the forms with the Bureau of Workers' Compensation in a proper and timely manner.
- 14.05.3 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Workers' Compensation, but cannot receive both sick leave and wage reimbursement under Workers' Compensation.
- 14.05.4 Employees electing to use Workers' Compensation benefits in lieu of accumulated sick leave shall have hospitalization/medical insurance

provided by the employer, at no cost to the employee, while on an approved leave due to a workers' compensation claim. Benefits will cease to be provided to the employee if the Bureau of Worker's Compensation denies his/her claim or if an independent medical examination by a Board approved physician, at Board expense, determines that the employee is eligible to return to work.

#### 14.06 SOVEREIGN IMMUNITY

The Board will comply with provisions of Amended Substitute House Bill 176. Such provisions include the defense of any employee in an action to recover damages for injury, death, or loss to persons or property caused by an act or omission of the employee if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope of his employment. The statute became effective November 20, 1985, and the Board presently carries required insurance under the statute.

## ARTICLE 15.0

### PERFORMANCE EVALUATIONS

#### 15.01 PERFORMANCE EVALUATIONS

The Ohio Association of Public School Employees and its affiliate Local #367 and the Board agree that performance evaluations are an important element of assuring quality services to the Perry Schools Community and providing its employees with feedback through a fairly administered direct observation and evaluation procedure. The purpose of such evaluations shall be to enhance employee performance to the benefit of the employee and the Perry school community. Evaluations shall be objective, and if objective and not defamatory or discriminatory in nature, not subject to the grievance procedure, but employees may offer rebuttal if they disagree with the evaluator findings. Such employee rebuttal shall be directly attached to the pertinent evaluation completed by the administrator or supervisor as assigned by the Superintendent or his/her designee.

## ARTICLE 16.0

### DISCIPLINE

- 16.01 No employee shall be disciplined, suspended or discharged without just cause. Employees shall be disciplined in progressive, corrective manner, which shall *be* designed to improve the quality of the employee's *performance*.

Progressive discipline shall normally be followed; however, offenses of a serious nature as determined by the Administration may result in significant disciplinary action, without regard to previous forms of discipline. The following levels of discipline, other than those of a serious nature as determined by the Administration, shall normally be followed: Verbal or Written Warning (documented); Verbal Reprimand (documented); Written Reprimand; Suspension with or without pay; Recommendation for termination; or a lesser consequence as warranted by the Administration.

When, in the opinion of the Administration, an employee's presence on the job represents a danger to the work force, the public, the student body, and/or Board property or *is otherwise inappropriate*, the Superintendent or his/her designee may suspend the employee with pay until a disciplinary hearing can be held. If the result of the disciplinary hearing is unfavorable for the employee, the employee may be suspended without pay *or terminated*.

A disciplinary hearing shall be afforded to an employee with his/her Union representative/designee prior to the imposition of a suspension *without pay*, and/or recommendation for termination proceedings. Prior notice of the hearing shall be given to the employee and the Union representative. Twenty-four hours (24) notice will be allowed for the scheduling of said hearing unless otherwise agreed upon by all parties.

- 16.02 Employees shall be given a copy of any *documented* disciplinary action entered in his/her personnel record within five (5) working days from the date the item is included in the file. The Union President shall be given or mailed a copy of any suspension without pay or discharge notice within five (5) working days of the action being taken.
- 16.03 Any employee who has been disciplined will be given a written statement which sets forth the reason for the *disciplinary action*. In a suspension, the employee will be advised of its duration. *The employee has the right to Union representation*. If the employee decides to have a Union representative attend, the employee will advise the *supervisor/administrator* of the identity of her/his representative before the start of the meeting or during the meeting if the employee has reasonable thought that the meeting may lead to disciplinary action.
- 16.04 The Union and/or the grievant reserve the right to ask for grievances resulting from disciplinary action of an employee to be heard beginning at Level Two of the grievance procedure.
- 16.05 Motorized Vehicle Operator Suspension

Any motorized vehicle operator may be suspended without pay if he/she accumulates more than six (6) moving violation points under the provisions of O.R.C. 4507.021. This suspension shall remain in effect so long as such motorized vehicle operator has six (6)

or more moving violation points charged against him/her.

Any motorized vehicle operator who is arrested for DWI/DUI will automatically be required to notify the school district immediately. The motor vehicle operator will be placed on suspension without pay until the court of record has issued a decision of innocence or guilt. During the period of suspension, the motor vehicle operator will suffer no other loss of benefits other than pay. If the motor vehicle operator is found guilty, his/her employment with the school district will immediately be terminated. If the bus operator is found not guilty and is insurable, his/her employment will continue and be entitled to all back pay and benefits.

Any employee who is cited for an alcohol or drug related incident and as a result loses insurability will be terminated immediately when his/her job responsibilities requires the operation of a motor vehicle.

## ARTICLE 17.0

### GRIEVANCE PROCEDURE

#### 17.01 DEFINITIONS AND RULES

Grievance is defined as an alleged violation, or misinterpretation of a specific article or section of this agreement.

The term "days" when used in this article shall be all days the District's Central OFFICE is open.

The term "employee" means any employee in the bargaining unit covered by this Agreement.

The term "grievant" shall be the employee who is making the claim. More than one employee may be listed as the grievant, but in that event, no more than two grievants shall participate as the grievant in meetings with management (maximum of three persons if a representative also participates in the group claim).

The term "representative" shall be one person who may be chosen by the grievant to be present in the meetings with management. If two employees or one employee and a representative are present, two administrators may also be present.

Failure to present a grievance or move a grievance to the next step within the timelines specified is considered a waiver and withdrawal of the grievance. Failure to respond to a grievance within the timelines specified allows the grievant to move the grievance to the next stage, when applicable. Timelines may be extended by mutual agreement of the OAPSE president and the Superintendent or designee.

#### 17.02 PURPOSE

The purpose of this procedure is to secure at the lowest possible administrative level in the shortest reasonable time, equitable solutions to complaints of all bargaining unit members that this Agreement has been violated. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 17.03 INFORMAL PROCEDURE

An employee with a grievance shall, within 15 days of the event which gave rise to the claim, first discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

#### 17.04 FORMAL PROCEDURE

Level One - If the employee is not satisfied with the outcome of the informal procedure, he may present his claim as a formal grievance in writing to his immediate supervisor and to the President of OAPSE within five (5) days.

The immediate supervisor shall render his decision and the results therefore in writing to the grievant with a copy to the OAPSE President within five (5) days after receipt of the written grievance.

Level Two - If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file the written grievance with the OAPSE President within two (2) days after receipt of the written response.

The OAPSE President shall, within three (3) days after receipt, review the grievance and the answer, and if it deems advisable, refer the matter in writing to the Superintendent or to his/her designee.

The Superintendent or his/her designee and the building principal or immediate supervisor involved shall meet with the grievant and the OAPSE President and a representative of the grievant's choice for the purpose of resolving the grievance within three (3) days after receipt of the written response.

The Superintendent or his/her designee shall render his/her decision and the reasons therefore in writing to the grievant with copies to the OAPSE President and the principal or immediate supervisor involved within three (3) days after this hearing.

Level Three – If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may within two (2) days request in writing that the OAPSE President submit his/her grievance to the Grievance Committee.

The OAPSE President shall review the grievance and the answer within five (5) days after receipt and, if he/she deems advisable, refer the matter in writing to the Grievance Committee via the Office of the Superintendent with copies to all parties directly involved.

The Grievance Committee, comprised of three members of the Association, as appointed by the Association President, and three members of the Administration, as appointed by the Superintendent or his/her designee, who have not been previously directly involved with the grievance in question, shall convene in an effort to form an unbiased opinion and offer unbiased views on the grievance. Such opinions and views shall be reduced to writing by the Grievance Committee and submitted to the Superintendent or his/her designee, the Association President or his/her designee, and the grievant with a recommendation of the merits of the grievance or the lack thereof in an effort to resolve the grievance without continued action.

The Superintendent and OAPSE President shall discuss the recommendation received from the Grievance Committee. Should a resolution be reached that satisfies all parties, such resolution will be reduced to writing and implemented. If no resolution is reached that satisfies all parties, the grievance may continue forward.

Level Four - If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may within two (2) days request in writing that the OAPSE President submits his/her grievance to the Board of Education.

The OAPSE President shall review the grievance and the answer within five (5) days after receipt and, if it deems advisable, refer the matter in writing to the President of the Board of Education with copies to all parties directly involved.

The Board of Education, meeting in executive session, will hear the case within ten (10) days after receipt of the written grievance. The Board will meet with the grievant, the OAPSE President, the grievant's representative, the building principal or immediate supervisor and the superintendent. The grievance shall be acted upon by the Board of Education and written response shall come at the same Board meeting or the following Board meeting.

The Board of Education shall submit its decision and reasons therefore in writing to all parties directly involved within five (5) days following the formal action.

Level Five - Level Five applies only to grievances over the disciplinary suspension or termination of an employee. Grievances that do not relate to the disciplinary suspension or termination of an employee will end at Level Four, and the grievant may take whatever action he or she deems legal and necessary.

Any grievance that is subject to Level Five shall be submitted to Level Five directly from Level Two. Thus, if Level Five applies and the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may within two (2) days request of the disposition at Level Two request in writing that the OAPSE President submits his/her grievance to arbitration.

The OAPSE President shall review the grievance and the answer within five (5) days after receipt and, if it deems advisable, refer the matter in writing to the Superintendent with a request for arbitration with copies to all parties directly involved. The Superintendent shall forward the request for arbitration to the American Arbitration Association.

The arbitrator shall be selected by the parties in accordance with AAA rules. The Arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and the Association to do so.

In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. Absent such agreement, the arbitrator shall consider arbitrability at the same hearing as the merits of the grievance.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, or add to, subtract from or modify the language there in arriving at their determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted for arbitration.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement,



grievance, or practices.

The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be split equally between the parties. All other expenses shall be borne by the party incurring the expenses.

## ARTICLE 18.0

### MISCELLANEOUS

#### 18.01 LEADERSHIP COMMUNICATIONS COUNCIL

The Superintendent will schedule monthly or bi-monthly meetings with the Association President, Vice-President, Secretary, Treasurer, and Chief Steward, if applicable for the purpose of improving communications and resolving any identified areas of concern. Such meetings will be scheduled at mutually convenient times as arranged via the Superintendent or his/her designee and the Association President. The Superintendent may invite other Leadership Team members and/or Supervisors to attend when he/she so desires.

#### 18.02 ADMINISTRATION OF MEDICATION

Members of the bargaining unit may be required to dispense medication to students under the following conditions:

The employee has been provided with a copy of a written request, signed by the parent, guardian or other person having care or charge of the student, that the drug be administered to the student; the employee has been provided a copy of a statement signed by the physician who prescribed the drug which includes the following information:

The name and address of the student.

- The school and class in which the student is enrolled;
- The name of the drug and the dosage to be administered;
- The times or intervals at which each dosage of the drug is to be administered;
- The date the administration of the drug is to begin;
- The date the administration of the drug is to cease;
- Any severe adverse reaction that should be reported to the physician, and one or more phone numbers at which the physician can be reached in an emergency; and
- Special instructions for administration of the drug, including sterile conditions and storage.

No employee of the Board shall be required to perform any medical procedure, other than the dispensing of medication. Unless specifically employed to perform such function as part of the job assignment, no employee shall be required to administer a medical procedure unless he/she has received specific training from a medical professional in the administration of such medical procedure.

### 18.03 ADDITIONAL HOURS

Part-time bargaining unit members may have the opportunity to express interest in additional hours that may be available due to another bargaining unit employee's absence from work. It is the responsibility of each member to express interest to his/her supervisor to provide them notice of their desire to have additional hours of work if and when available, including hours that may normally be assigned to a substitute. It is understood that such opportunities will be offered on a rotating seniority basis to eligible employees in the same classification when the additional hours do not conflict with the employee's contracted hours. Such additional hours may not result in overtime for eligible employees without the expressed consent of the administration.

### 18.04 MILEAGE

Bargaining unit members authorized to use their personal automobile on behalf of the Board shall be reimbursed at the rate per mile as determined by the Internal Revenue Service as of July 1<sup>st</sup> via district provided mileage reimbursement forms.

ARTICLE 19.0

SUCCESSOR CLAUSE

- 19.01 The provisions of this agreement shall, during the term of the agreement, be binding upon the Board, OAPSE and its Local 367 and their successors, assigns or future purchasers and all terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment by the board of any and all of its property, or affected or changed in any respect by any change in legal status, ownership or management of the Board or OAPSE.

## ARTICLE 20.0

### DURATION AND ACCEPTANCE

#### DURATION

The duration of the contract shall run from July 1, 2017 through June 30, 2020 based on the following parameters. During this period of time, OAPSE leadership and district administration will work together to ensure district efficiencies in personnel costs for the taxpayers of the community.

During the term of this Agreement, the Association will not engage in any "strike" or "unauthorized strike" and the Board will not engage in any "lockout" as such terms are defined in the Ohio Collective Bargaining Law (ORC Chapter 4117).

OAPSE LOCAL #367

Denise Prior  
President

Melissa J. Bentley  
Vice President

Chris Rader  
Secretary

Cindy Hunt  
Treasurer

Frank Malen  
OAPSE Field Representative

January 11, 2017  
Date Ratified

PERRY BOARD OF EDUCATION

Matthew  
Board President

[Signature]  
Superintendent

[Signature]  
Chief Financial Officer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Ratified

