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## **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**PATRICK HENRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

**and the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES – OAPSE LOCAL #555**

**Effective: July 1, 2022 – June 30, 2025**

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## **ARTICLE 1**

### TERMS

This contract is effective for the period commencing July 1, 2022 through June 30, 2022 except for provision(s) excluded.

## **ARTICLE 2**

### Section 1 - RECOGNITION

The Board hereby recognizes the Ohio Association of Public School Employees on behalf of Local 555 as the sole and exclusive bargaining representative for all classified employees now employed or to be employed in the thereafter described bargaining unit for the duration of this contract. The recognition shall remain in effect for the term (duration) of the agreement.

The bargaining unit is defined as all full-time and regularly employed short-hour employees who work in the following positions and classifications which are regularly assigned a work schedule:

- A. Cafeteria
- B. Custodial
- C. Secretarial
- D. Bus Aides
- E. Classroom Aide
- F. Library Aide
- G. Custodial/Maintenance
- H. Transportation
- I. Bus Mechanic
- J. Custodial/Groundskeeper

The following positions are specifically excluded from the bargaining unit:

- A. Treasurer
- B. Employees in the Treasurer's Office
- C. Superintendent's Secretary
- D. All Supervisors as provided in the Collective Bargaining Act
- E. Substitutes

### Section 2 - MANAGEMENT RIGHTS

The Union recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Patrick Henry Local School District and as the employer of all personnel of the district. The Union further recognizes that the Board shall have the sole responsibility for the management and control of all the schools in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by but not limited to Sections 3313.20, 3313.47, and 4117.88 of the Ohio Revised Code. The Union further recognizes that the Board has the exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring of all members of the bargaining unit except as limited by the specific provisions of this contract.

### **ARTICLE 3**

#### Section 1 - PRINCIPLES

1. Full-time or regular short-term non-teaching personnel shall have the right to join in, participate in, and assist the Union and the right to refrain from such. But, membership or non-membership shall not be a prerequisite for employment or continuation of employment of any employee nor shall the payment of any dues, fees, or assessments except as directed in Section 2 below. The Association President will be notified of all newly hired employees protected by this agreement and given up to 15 minutes (without loss of pay) to meet with them to provide information on the benefits of Union Membership.
2. The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulations, and rules as it may deem necessary shall be limited only by the specific and express terms of this agreement.

### **ARTICLE 4**

#### Section 1 - NEGOTIATING TEAMS

1. The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed five (5) nor less than three (3) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party. While no final agreement shall be executed without ratification of the Union and the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.
2. One consultant may be used by each of the parties in any of the negotiation meetings in an advisory capacity provided the party gives three (3) working days notice of its intention to utilize the consultant. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.
3. The expense of such consultants shall be borne by the party requesting or hiring them.
4. Necessary clerical assistance may be provided if both parties agree; and, if such is the case, the cost will be shared equally by the Board and the Union.

#### Section 2 - NEGOTIATION PROCEDURES

1. If either party wishes to negotiate changes in this Agreement, it shall notify the other party in writing in the month of March of the year in which the Agreement expires. The request shall be in the form of a Notice to Negotiate filed with a representative of the other party and the State Employment Relations Board. At the initial meeting, the parties shall exchange an initial proposal which shall contain all items to be negotiated. After the initial meeting, no new items may be added to the agenda by either party, unless by mutual agreement. All meeting dates will be set by mutual agreement.

2. Meetings shall be scheduled so as not to interfere with normal work schedule of employees. If meetings are requested by the Patrick Henry School Board during normal working hours, the employee will be paid his/her regular daily wages.
3. Prior to and during the period of negotiations, the Board of Education and O.A.P.S.E. Local 555 agree to provide to each other upon request prior to release all regularly and routinely prepared public information concerning the issue(s) under negotiation.
4. The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the meetings as well as times and places of the following meetings shall be agreed upon at the onset of each session. All meetings shall be held in executive session.
5. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party thirty (30) minutes in which to caucus in privacy. A caucus shall be extended upon the request of either party.
6. News releases up until the declaration of impasse shall be made only by mutual agreement as to when, how, and the content of releases. If impasse is declared, either party may release information to the media.
7. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by both negotiation teams, by ratification by the membership of the Union, and by ratification by the Board.
8. No action to coerce, censor, or penalize any participant in negotiations because of such participation shall be made or implied by any negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

### Section 3 - AGREEMENT

1. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union and the Board of Education for ratification and adoption. When adopted by the Board of Education, this agreement shall become binding on both parties. Said agreement shall be signed by the Board's representative and by the representative of the Union. Both parties will mutually agree which party will type the original copy of the agreement. Cost of printing shall be shared equally by the Board and the Union.
2. Prior to the negotiated agreement being presented to the Union and the Board, each negotiating team shall pledge to recommend adoption of the tentative agreement.

### Section 4 - IMPASSE

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring an impasse.

2. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues being negotiated, except the parties may mutually agree to withdraw any negotiation issues and submit them to the ratification procedure set forth in this contract.

3. If an impasse is reached, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement. The provisions for impasse contained herein shall supersede and replace the provisions for impasse as contained in Ohio Revised Code Chapter 4117.

#### Section 5 - PROVISIONS CONTRARY TO LAW

If any provision of this agreement shall be found contrary to law by court of competent jurisdiction, then this provision(s) shall be deemed invalid except to the extent permitted by law. Any provision found contrary to law will be amended at the time and to the extent permitted by law. All other provisions herein shall continue in full force and effect.

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement, whether or not the provision is specifically enumerated herein.

#### Section 6 - NO STRIKE, NO LOCKOUT, NO REPRISAL

In consideration of the rights and privileges of the employees organization pursuant to or arising from the foregoing provisions of this agreement during the term of this agreement, the parties agree there shall be no strike, slowdown, work stoppage interference or interruptions by OAPSE Local # 555, or lockout interference or interruption of said bargaining unit by the Board of Education unless there is an unsafe work condition. In addition, there shall be no action to coerce, censor, or penalize any person, participant, employee, Board member, or representative by either side.

#### Section 7 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

This agreement supersedes and cancels all previous agreements verbal or written between the Patrick Henry Local Board of Education and the Ohio Association of Public School Employees, Local # 555, and constitutes the entire agreement between both parties. Therefore, for the life of this agreement each party voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to or covered, not referred to, or not covered in this agreement including subjects which could have been bargained but were either discussed or not discussed, but not included in this agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by parties hereto.

## ARTICLE 5

### Section 1 - PAYROLL DEDUCTION

1. The Board agrees to deduct the Union dues from the pay of the employees requesting that such deduction be made per a signed membership application/dues deduction authorization card. Revocations shall be per the employee(s) Membership Application/Dues Deduction authorization card.
2. The Union and its members will hold harmless the Board and its members for any findings made against the Board for any deduction.
3. The Union shall advise the Treasurer of the Board annually of all members requesting payroll deductions and of the amount of dues to be deducted from the pay of each member by September 21.
4. Beginning with the first pay in October, dues shall be deducted from the employee's pay in twenty-six (26) equal deductions.
5. The Board's Treasurer shall remit the dues to the State Association Treasurer monthly together with a list provided by the State Treasurer of OAPSE showing the names of the employees and the amount deducted.
6. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.
7. Any newly employed classified staff member may be enrolled for payroll dues deduction up to thirty (30) days after contract date.
8. The employer shall allow payroll deduction for OAPSE people. Deduction authorization card will be provided by OAPSE.

### Section 2 - DIRECT DEPOSIT

All employees will be enrolled in direct deposit. Payroll information will be received electronically.

## ARTICLE 6

### Section 1 - JOB DESCRIPTIONS

The Union President shall be furnished with a copy of the job description of each classification covered under the terms of this agreement. The Union President will be notified beforehand of any and all changes that occur, to include an increase or decrease in hours, or any change in the job assignment, and be given the opportunity to give feedback prior to notifying any bargaining unit member.

### SECTION 2 - NEW OFFICERS

OAPSE will notify the Superintendent in writing as soon as new officers are selected.

### SECTION 3 - GUIDELINES FOR REHIRING THE RETIRED EMPLOYEE

If a member retires, all benefits would cease on the retirement date, and they would lose their current seniority. Their severance would be paid according to the current language. If an employee retires in mid-year, they will be paid off on any accrued outstanding salary. Employees that retire at the end of a school year will receive pay checks throughout the summer, but his/her benefits end on the official date of his/her resignation.

The following will apply to the rehiring of retired employees:

- A. Their seniority will be based on the new date of hire.
- B. The Board will provide insurance benefits according to Article 19.
- C. The employee would start with no sick leave and would accumulate sick leave as normal. There would be no severance payout when they end employment. (Retirees that received a severance payout from another employer in PERS or SERS will not be eligible for severance.)
- D. Personal leave would not accumulate. Employees would be paid at their daily rate for unused days.
- E. If the employee is rehired in the same classification; pay would be at step zero.
- F. A rehired employee will not be eligible for continuing contract. The employee will be given a one (1) year contract that automatically non-renews at the end of the school year. They are also not eligible to be on the reduction in force recall list.

### Section 4 - LABOR/MANAGEMENT MEETING

Each party will appoint up to five (5) members to sit on the Labor Management Committee (the Superintendent or designee and Local Union President or Vice President will be mandatory attendees). The committee will meet at least quarterly (less or more if mutually agreed upon) to discuss issues that may or have already affected the bargaining unit members. Active grievances and pending arbitrations will not be handled by the LMC, nor will the committee members alter the current bargaining agreement in any manner. Five (5) days prior to the established meeting date, each party shall submit an agenda of items to be discussed and the meeting discussion shall be limited to the prepared agenda items unless the parties mutually agree otherwise.

## **ARTICLE 7**

### Section 1 - VACANCIES AND BID PROCEDURES

1. All classified job openings/vacancies will be electronically provided to members of the classified staff. The Superintendent shall notify the Union president (or designee) of all vacancies and new positions. If a vacancy occurs over the summer or vacation, electronic notification shall be provided to employees. The provisions of Article 7, Section 1, shall not limit the right of the Board of Education under Article 8 (LAYOFF/RECALL), Section 1, Item 3.

The vacancy notice will be advertised seven (7) calendar days succeeding Board of Education action resulting in vacancy. Employees desiring the position shall submit their bid in writing to the Superintendent by the due date on the notice.

- A. If any aide/attendant positions become available after April 15th in each school year, OAPSE agrees to let the position be filled by a substitute for the remainder of the school year. The bid process



for this position will occur in the normal process, but the change in personnel will not take effect until the following school year due to wanting to ensure that the education of students is not disrupted.

2. The employees shall have the right by seniority to advance to higher paying positions and new positions when vacancies occur in their positions or classifications.

3. If the position cannot be filled by an employee within the classification, the vacancy position shall be bid by the rest of the bargaining unit or other persons outside of the bargaining unit. The person with the best qualifications, as determined by the Superintendent, shall be awarded the job. Seniority shall be the deciding factor when two or more persons who apply are equal in qualifications. Any current employee applying for a vacancy shall be granted an interview with the Superintendent provided the employee meets minimum job qualifications. The Superintendent shall utilize his or her discretion in determining a candidate's qualifications for a particular job vacancy. Should a bargaining unit member be awarded a new classification, he/she will be awarded fifty percent (50%) of their continuous District seniority for placement on the new classification pay scale; e.g., if an employee has thirty (30) years with the District, for pay purposes, the employee would be placed at fifteen (15) years on the new classification pay scale.

Any employee not awarded a position may request a meeting with the Superintendent/designee to discuss the reason(s) the employee was not awarded the position.

4. In the event a school building is closed, employees may regress through the position in his/her classification and will remain employed as long as he/she has more seniority. The person with the least seniority will be laid off.

5. General and/or Definitions:

- A. An opening and/or vacancy is defined as a current position open by a resignation, retirement, transfer to another position, non-renewal or termination, or the creating of a new position provided the Board intends to fill said position.
- B. System seniority is defined as continuous length of service including time on approved leave within the Patrick Henry Local School District, unless otherwise stated in this agreement.
- C. Classification seniority is defined as the continuous length of service working in a particular classification. If a bargaining unit member has worked in more than one (1) classification, he/she would have more than one (1) classification seniority date. If a bargaining unit member returns to a classification within five (5) years that he/she vacated and remained employed by the board in another bargaining unit position, he/she will be returned to his/her classifications seniority at the time he/she vacated that classification.
- D. A seniority list shall be established and maintained by the administration listing all members of the bargaining unit, the date of hire-in, and the classification hire date(s) (if more than one classification) of employment. This list shall be electronically provided to the OAPSE president upon reasonable request.
- E. Among those with the same length of continuous service, seniority shall be determined by:
  - 1. The date of the Board meeting in which the classified member was hired; and then by
  - 2. The date the employee accepted employment with the District, (such acceptance must be shown through email or other documented response); or
  - 3. An agreed-upon method of chance in which all affected parties have an equal opportunity.
- F. Minimum qualifications shall be included in job descriptions.

6. Notice Contents: The job vacancy notice shall include job title, classification, the assigned job site, starting date, hours per day, days per year, minimum qualifications, and the deadline for filing to fill the vacancy.

## ARTICLE 8

### Section 1 - LAYOFF/RECALL

1. All bargaining unit classifications and positions shall be filled by employees of the Board of Education.
2. If it becomes necessary for the Board of Education to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.

The layoff and recall procedures set forth in this Article shall supersede and replace in their entirety any and all applicable Civil Service Laws and/or Ohio laws concerning the employment of public school employees to include, but not be limited to, Ohio Revised Code Chapters 124 and 33.

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacement, as far as practical, of employees who resign, retire, or otherwise vacate a position, temporary and probationary employees.
  - B. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union shall meet to discuss the reductions. The union will be permitted to give alternative ideas and or action in lieu of or to minimize layoffs. All employees in the classification will be allowed three (3) working days to sign up for voluntary layoffs. Voluntary layoffs will be granted by seniority.
3. Any employee affected by a reduction, whether directly or indirectly, shall be granted bumping/displacing rights.
    - A. First the bargaining unit member will use his/her current classification seniority date to bump or displace another bargaining unit member in that classification with less seniority.
    - B. If he/she has exhausted his/her current classification seniority, before he/she can be laid off, he/she shall invoke his/her seniority from previous classification. If it has been five (5) years or less the bargaining unit member will displace a bargaining unit member with less seniority, and he/she will return to that classifications with his/her original length of seniority. All current employees will be grand fathered in to this new language.
    - C. System Seniority shall only be invoked as a tiebreaker once current classification and previous classification (as defined in this bargaining agreement) has been exhausted.

Board approved leaves of absences for medical reasons shall not constitute an interruption of continuous service or in the calculation of seniority.

4. Employees on an authorized unpaid leave of absence and/or reduction in force shall not accrue seniority during the authorized leave of absence and/or reduction in force. In case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

5. For the purpose of defining classification seniority in the event of a layoff, the classifications outlined in Article II, Section 1 shall be used. In the event of a reduction in force in the Library Aide classification, a Library Aide with more seniority may bump into a Classroom Aide position in the event a Library Aide has more seniority than a Classroom Aide.

6. The Board of Education shall determine in which classification the layoffs should occur and the number of employees to be laid off. (In the classifications of layoff, employees on probation and rehires shall be laid off before any employee in that classification employed under a continuing contract is laid off.)

7. Fifteen (15) working days prior to the effective date of any lay off, the Board shall provide the local Union President a list containing names, seniority dates, classification, position and indicate which employees are to be laid off.

Ten (10) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given ten (10) days advance written notice either hand delivered (employee will sign a document stating receipt of such letter) or by certified letter, of the layoff with a statement advising the employee of his/her bumping/displacing rights. Return receipt requested. Each notice of layoff shall state the following:

- A. Reasons for the layoff or reduction.
- B. The effective date of layoff.
- C. A statement advising the employees of their rights of reinstatement from the layoff.

8. For the classification in which the layoffs occur, the Board shall prepare a reinstatement list and name all employees under probationary contracts placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee reinstated from the probationary list.

9. Vacancies which occur within a classification shall be offered to and accepted within ten (10) calendar days of receipt of notice by the employee standing highest on the layoff list in that particular classification. Any employee who declines reinstatement or fails to respond within ten (10) calendar days of receipt of notice shall be removed from the reinstatement list.

A notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed, or not deliverable, the employee will be deemed to have declined reinstatement twenty-one (21) calendar days after the mailing of the notice by certified mail.

10. The employee's name shall remain on the recall list for one (1) year from the effective date of layoff with the option of extending the period of time on the recall list for one (1) twelve (12) month period. This must be done by certified mail expressing the desire to the extension as well as the address and telephone number. The certified letter must come after eleven (11) months and before the end of twelve (12) months. The day of layoff is the determining factor. If reinstated from layoff during the two-year period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be sent by certified mail.

## **ARTICLE 9**

### Section 1 - WORKERS' COMPENSATION

1. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio. (This involves cases of injury or death occurred in the course of or arising out of their employment.)
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Workers' Compensation.
3. The Board agrees to continue to provide and pay the Board's portion of the premium for continued Healthcare coverage for which the employee is currently enrolled at the time of the injury and/or time of claim. The employee will also continue to pay his/her portion of the premium as outlined above.

## **ARTICLE 10**

### Section 1 - SUBCONTRACTING

No outside contractor, supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board of Education outside the bargaining unit may be used to eliminate an employee's job or to reduce the regular work hours of an employee.

### Section 2 - FIELD TRIPS FOR BUS DRIVERS

Bus drivers accepting a field trip, or an extra-curricular trip shall use their own regular route bus unless disabled or in an emergency situation for the same trip with compensation provided on a port-to-port basis. When trips are scheduled and three or more buses are not available to provide transportation, the employer may use any means to transport students to function.

## **ARTICLE 11**

### LEAVES OF ABSENCE

In this section, all references to "day" shall be converted to hours.

### Section 1 - SICK LEAVE

Each classified employee of the Board of Education shall be entitled for each completed month of service to sick leave of one and one-quarter (1 1/4) days or fifteen (15) days per year.

The unused portion of sick leave will accumulate to 230 days. Classified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advancement in sick leave may be recovered from the final settlement when any employee departs or terminates prior to the completion of their current contract.

A regularly classified employee who is absent because of illness is still in the service of the district and accumulates sick leave credit while absent. Classified employees shall qualify for sick leave of absence with full pay during any school year for one or all of the following reasons:

- A. Personal illness
- B. Pregnancy
- C. Injury - personal
- D. Exposure to contagious disease which could be communicated to others
- E. Absence due to health, injury, or death to the employee's immediate family. Ohio Revised Code 3319.141: The immediate family is defined as mother, father, husband, wife, children and siblings. For absences due to death of immediate family member, the employee is limited to ten (10) days per occurrence. For death or illness outside the immediate family, absence may be approved not to exceed three (3) school days per occurrence. Outside immediate family is defined here as grandparents, mother-in-law, father-in-law, uncle, aunt, niece, nephew, grandchildren, brother-in-law, sister-in-law, step-parents, and step-siblings. If the member of the definition above is a member of the employee's home, the relationship would be deemed immediate family.

Personal leave may be used to attend the funeral of a close friend or relative not in the immediate family. If all personal leave is exhausted, the employee may use one (1) sick day for this purpose.

At the request of the Supervisor or after a total of ten (10) accumulated days absent per school fiscal year, each employee shall furnish the Board of Education a satisfactorily signed statement from a medical professional indicating the employee was absent for just cause.

## Section 2 - PERSONAL LEAVE

Three (3) days (equivalent to his/her workday) of unrestricted personal leave may be utilized each year for emergency situations that cannot be attended to before or after the regular workday and/or on weekends. Not more than 5%, rounding to the nearest whole number, .5 to round up, of the classified staff members will be granted personal leave the day before or after a holiday or vacation. These days will be granted on a first come first serve basis. Request for personal leave shall be made 72 hours in advance or as soon as possible with supervisor approval.

Classified employees shall not use personal leave days during the first ten (10) days or last ten (10) days of school unless an extreme emergency exists for utilizing the same, or with Superintendents approval.

Employees have the option to receive Reimbursement for non-use of personal days shall be paid at the daily rate at the end of the year they were issued. To exercise this option, employees must notify the district treasurer by May 1st. Payment will be made on the 2nd pay period in July. If no written notice is received, employees unused personal days roll into sick leave at the end of the fiscal year. Employees who have been fronted advanced with five (5) sick days in a school year shall not be eligible for reimbursement for non-use of personal days. Any employees who are not eligible for reimbursement for non-use of personal days, but still have accrued, unused personal days may roll them into sick leave at the end of a contract year.

## Section 2A - FARMING AREAS

1. Each employee shall be provided a substitute for the following reasons:
  - A. Planting or harvesting crops (After personal leave, it is without pay).

- B. For legitimate farming activities, personal leave may be used at any time during the work year, however requests must be made 24 hours in advance, or if less with supervisor approval.

### Section 3 - PARENTAL LEAVE

Leave without pay for a period not to exceed one (1) full work year for the employee requesting leave shall be granted to classified employees for the purpose of parental leave to be with newly born or newly adopted children.

The employee's request for parental leave shall be submitted at least thirty (30) calendar days prior to the date that the leave is to begin.

Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she had prior to such leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force provisions.

If the employee does not return by the expiration of the leave period they will be considered to have resigned from employment. The Superintendent may, at their discretion, increase the amount of leave.

### Section 4 - MEDICAL LEAVE

A leave of absence without pay for a period up to two (2) years shall be granted to a classified employee requesting same for medical reasons. The initial request must be accompanied by a statement from the employee's physician specifically stating the illness or injury the employee has incurred as well as a statement indicating in terms of months, weeks, or days the period of time the employee will be unable to return to work because of the illness or injury.

If the employee has been granted a leave of absence without pay for less than one (1) year under this provision and requests an extension of that leave of absence without pay, a new statement from the physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original leave of absence setting forth the nature of the illness requiring the extension and the date when the employee will be able to return to work.

### Section 5 - ASSAULT LEAVE

The Board shall provide assault leave for employees who are absent due to any disability resulting from an assault which occurs during the course of Board employment and is connected to the school setting or position. Such leave will not cause any loss in pay nor be charged against sick leave accumulated by the employee. Such leave shall be limited to the remainder of the school year or ten (10) school days, whichever is shorter. If needed the Superintendent or designee may extend the assault beyond ten (10) school days.

Any case of assault on an employee shall be immediately reported in writing to the building Principal or immediate Supervisor and to the Superintendent. The employee will file a complaint with the appropriate legal authorities if requested to do so by the Superintendent. The Board shall render all reasonable assistance to the

employee in connection with the handling of the incident by law enforcement and judicial authorities, but will not assume legal costs.

For the purpose of this section, assault leave will be defined as an attack with violence by physical means.

Assault leave will not be granted unless said employee:

Has signed a written statement indicating the nature of the assault and the justification for granting and use of the leave.

Provides a written statement from a licensed physician stating the duration of the disability and the necessity of absence from regular employment.

#### Section 6 - JURY DUTY

An employee of the Board selected for jury duty will receive their salary and the fee received for such jury duty. Such time shall be construed as continued service in the Patrick Henry Local School District.

In the event that an employee is subpoenaed to testify as a witness in a case which arises from or is related to the performance of the employee's contractual duties, said employee shall not suffer any loss of pay while answering the subpoena or appearing as a witness in said litigation.

#### Section 7 - MEDICAL LEAVE ACT

The Patrick Henry Local Board of Education agrees to provide twelve (12) work weeks leave in accordance with the rules under the Family Medical Leave Act. A year shall be defined as the twelve-month period of time from the last usage of this leave under the FMLA by the employee. Sick leave exceeding ten (10) days for a single serious illness and/or incident shall be deducted from the twelve-work week FMLA allowance.

#### Section 8 - SICK LEAVE BANK

Employees may donate up to five (5) days of sick leave annually to another employee for a catastrophic illness or condition, other than a normal pregnancy. Before an employee can use donated sick leave days, the employee must exhaust all other available paid leave and use three (3) days of unpaid medical leave.

#### Section 9 – PROFESSIONAL LEAVE

Professional meetings are defined as those conferences, conventions, school visitations, or other activities approved by the Superintendent. Delegates to the OAPSE/AFSCME state or national conventions may use professional leave days for this purpose but not remuneration for expenses.

Employees are permitted to attend one (1) professional meeting per year with reimbursement as stated in #4 below. Additional professional meetings may be approved by the Superintendent or designee without reimbursement with notification.

1. Attendance at any professional meeting must have prior approval of the Board or Superintendent.

2. Attendance at professional meetings may be approved for meetings in classification area in an area in which an employee currently holds a supplementary contract, or when an employee serves an educational organization.
3. In situations where employees are escorting students to state or national conventions, meetings, etc.. that are a part of supplemental positions or curriculum-related activities, the Board will grant release time and will pay expenses.
4. Reimbursements
  - a. \$50.00 for meals per day (does not include 15% gratuity).
  - b. Actual up to \$115.00 for room per day
  - c. Mileage per current IRS rate as of July 1st of each contract year.
  - d. Registration fees.
  - e. Parking, tolls, etc.

A standard mileage chart agreed to by the Union and the Superintendent will be used for calculating mileage reimbursement. Variance to the mileage may be approved by the Superintendent. Mileage per current IRS rate as of July 1st each contract year.

Receipts must be presented for reimbursement.

5. All requests must be turned in two (2) weeks in advance. If the Board does not meet within this time, the Superintendent will be empowered to authorize the trip.
6. Once the request has been submitted in writing, the employee can assume the professional day is approved unless notified differently within one week.
- 7.

## **ARTICLE 12**

### Section 1 -TRAVEL REIMBURSEMENT

Any classified employee required to use his/her own vehicle to service the Board and expecting reimbursement shall obtain prior approval from the Superintendent and/or his/her designee and will be reimbursed at the current IRS rate as of July 1 of the affected year.

### Section 2 - PROFESSIONAL MEETINGS – UNION BUSINESS

The Board agrees to permit two (2) duly elected delegates of OAPSE Local #555 leaves of absence of three (3) days to attend the OAPSE Conference with continuity of salary. On preapproved professional development days, reimbursement will be the same as for teachers. The number of professional days shall not exceed two days per employee per year.

## **ARTICLE 13**

### Section 1 - SEVERANCE PAY UPON RETIREMENT

For the purpose of this provision, retirement shall be defined to include service or disability retirement pursuant to Chapter 3309 of the Ohio Revised Code.



Upon death and/or retirement from the Patrick Henry Local School District and the Board's receipt of the employee's written confirmation of eligibility for and pending payment of benefit from the State Employees Retirement Fund, the employee shall receive severance pay from the Board in an amount equal to 25% of his/her unused and accumulated sick leave to a maximum of 57 % days. Employees can accumulate 40 personal days and use 25% of those for severance bringing the total to 67% days. Personal day accumulation is not applicable to employees hired after June 30, 2002.

Such payment shall be calculated on the employee's daily rate of pay at the time of retirement. The daily rate of pay shall not exceed eight (8) hours for anyone day.

Severance pay at retirement must be requested by the employee following the employee's last day of employment with the district. Severance pay will be paid on the next payroll after the employee presents a copy of their first retirement check or proof of direct deposit of the first month of benefit(s) to the Treasurer's office. Payment of severance on this basis shall eliminate all sick leave credit accrued by the employee at the time of retirement. Such payment shall be made only once to any employee.

#### **ARTICLE 14**

##### Section 1 - OVERTIME

1. All hours over forty (40) in one week shall constitute overtime. Holiday pay and calamity days shall be counted as overtime worked for the purpose of computing overtime. The following procedures are to be followed:
  - A. All overtime must be approved by the building Principal and/or Supervisor before the hours are worked. (The only exception would be that of a dire emergency.)
2. If building custodians are requested to work by their supervisor because of an emergency, overtime rate of double time will be approved for Sunday's.
3. If a custodian is required to return to work for any reason he/she shall receive a minimum of two (2) hours of pay at the appropriate pay rate for the time and day he/she is returning. If he/she remains at work longer than that, he/she will be paid actual time worked.

##### Section 2 - WORKING OUTSIDE OF CLASSIFICATION

When a bargaining unit member is required to work outside of his/her classification, he/she will receive either his/her rate of pay or the position pay for which he/she is working at Step 0, whichever is higher.

#### **ARTICLE 15**

##### Section 1 - HOLIDAY PAY AND VACATION PAY

1. All employees shall receive the following days off with pay: New Year's Day, Christmas Day, Thanksgiving Day, Martin Luther King Day, Memorial Day, Presidents' Day, Labor Day and Good Friday. Eleven (11) and twelve (12) month employees shall be granted Juneteenth and Independence Day as a paid holiday. Bus mechanics and custodians will have Christmas Eve Day and New Year's Eve Day as holidays in lieu of holidays on Martin Luther

King and Presidents' Day. Martin Luther King Day and Presidents' Day shall be a normal work day for custodians and bus mechanics.

Eleven (11) and twelve (12) month employees employed in the same position shall be granted paid vacation on the following schedule.

After one (1) year of service = Two (2) calendar weeks excluding holidays.

After seven (7) years of service = Three (3) calendar weeks excluding holidays.

After fifteen (15) years of service = Four (4) calendar weeks excluding holidays.

2. Non-teaching employees working in a combination of jobs which equal full-time (8 hours/day) daily employment and are issued a 260-day contract for at least one of the positions would be considered a full-time employee of the district for the purposes of vacation eligibility and would be offered vacation in accordance with the negotiated agreement.
3. Non-teaching employees working part-time and issued a 260-day contract would be offered vacation in accordance with the negotiated agreement.
4. Holiday pay = One and one-half (1 1/2) times regular rate of pay if school make-up day = Two (2) times regular rate of pay for other reasons.
5. All summer help is considered casual help.

## Section 2 - SCHOOL CALENDAR

The Superintendent will meet with the union officers of classified staff for input before presenting recommendations to the Board of Education. Each bargaining unit member will receive a copy of his/her work day calendar prior to his/her first work day each year of this contract.

## **ARTICLE 16**

### Section 1 - CALAMITY DAYS

In the event school is closed/cancelled due to inclement weather or other calamity:

- A. For the first eight (8) calamity days in a school year when schools are closed for the entire day because of a calamity, snow or other conditions, employees shall not be required to report to their workplace, and they will not be required to make up these days. If previously approved by a supervisor employees required to work during the first eight (8) calamity days shall receive time and one-half ( 1 ½) at their regular rate of pay for all hours actually worked. intendent.
- B. In the event that more than eight (8) calamity days are utilized, only twelve (12) month employees will be required to report to work (without additional compensation) on those days at their regularly scheduled time (including any delays) unless there is a Level 2 or greater snow emergency in Henry County. Employees who work less than twelve (12) months will not be required to report to work

on these days but will be required to work without pay on any additional days the Board determines to add to the school calendar as a result of calamity day closings beyond the first eight (8) days.

C. Second Shift employees will be dismissed from work if Henry County is on a Level 3 weather emergency or with permission of the Superintendent.

## ARTICLE 17

### Section 1 - GRIEVANCE PROCEDURE

1. Definitions:

- A. "Grievance" - a claim by a member of this bargaining unit that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- B. "Grievant" - shall be defined to mean the person who has allegedly been damaged by the alleged violation or misapplication of this contract.

2. OAPSE Local #555 may file grievances on behalf of Chapter members or as a whole.

3. Purpose:

The purpose of this procedure is to secure at the lowest administrative level (employee's immediate supervisor) equitable solutions to grievances that may arise. Nothing contained within this grievance procedure shall be construed as limiting the right of any noncertificated staff member(s) having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention from the Union provided the adjustment is not inconsistent with the terms of this grievance procedure or the negotiated contract.

The grievant shall have the right to representation by the President of OAPSE Local #555 or a designated local employee who is a member of OAPSE Local #555 or Union representation of his/her choice.

Within the time limit in that step, any grievance not responded to by the Board in the timeline set forth herein shall be deemed resolved by the relief requested.

In the event the grievant fails to file a grievance within the appropriate timeline provided in this Article or fails to appeal a grievance to the next step, said grievance is deemed to have been satisfied and any further appeal and/or grievance shall be waived.

Time limits may be extended by the administration and the local Union officials in writing. Then the new date shall prevail.

The grievance may be withdrawn at any step of the procedure without prejudice.

4. Forms.

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this agreement.

- B. The form must provide for naming of the specific article of the agreement referring to the alleged violation and shall state the contention of the employee of the local Union and shall indicate the relief requested.
- C. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the local Union representative.
- D. Procedure. The parties acknowledge that is usually most desirable for a non-teaching person and his immediate supervisor to resolve problems through free and informal communication. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

## Section 2 - GRIEVANCE STEPS

STEP ONE: Within seven (7) working days from the time the grievance occurs, the grievant shall present the grievance on the grievance form to his supervisor who will arrange for a meeting to take place within three (3) working days after its receipt. The grievant may bring a representative of his/her immediate work area of OAPSE or a member of the Union. A written disposition is to be given within three (3) working days after the meeting.

STEP TWO: If the action taken in Step One does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal his supervisor's decision to the Superintendent within five (5) working days of the receipt of the supervisor's written reply.

Upon receipt of the appeal, the Superintendent shall arrange to, and set a time for a hearing on the grievance. The grievance shall be heard by the Superintendent within seven (7) working days of receipt of the appeal.

After a hearing on the grievance, the Superintendent shall have five (5) working days to provide the grievant with his/her written disposition of the grievance and he/she shall provide a copy of this decision to the President of the OAPSE Chapter.

STEP THREE: If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the employee or his/her designated Union representative shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the Federal Conciliation Service. Such appeal must be taken within fifteen (15) work days from the date of the receipt of the response as provided in Step Two by filing a notice with the "statement of grievance" attached thereto with the Federal Mediation and Conciliation Service and a copy of the notice served on the administration's representative.

The arbitrator shall be selected in accordance with the voluntary rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to alter, add to, or subtract from present Board policy and/or contract language. The award of the arbitrator shall be binding on all involved parties. The fees and expenses of the arbitrator shall be shared equally between the parties.

The arbitrator shall make his/her report to the grievant, the Board of Education, and the Union. Said report and recommendations shall be made within thirty (30) days after the close of the arbitration hearing.

## **ARTICLE 18**

### Section 1 - EMPLOYEE DISCIPLINARY CODE

In a meeting between an employee and the Superintendent or an administrator in which the employee may be subject to formal discipline as outlined herein, the employee and the administrator shall have the right

to have a representative of their choosing present. Prior to such meeting, the Superintendent or administrator will give the reasons for suspension or termination to the unit member in writing and will afford them an opportunity to reply.

PROGRESSIVE DISCIPLINE STEPS: Violation of Board adopted rules and regulations may result in:

FIRST VIOLATION: Discussion of problem with employee and immediate supervisor. The supervisor will give the employee a written summary of the meeting. The written summary shall be placed in the employee's personnel file.

SECOND VIOLATION: Written letter of reprimand to employee from local Superintendent. The letter of reprimand shall be placed in the employee's personnel file.

THIRD VIOLATION: Up to three (3) days suspension from work with loss of pay as recommended by Superintendent for willful and persistent violations of reasonable regulations of the Board of Education, for other good and just cause, or for reasons outlined in R.C. 53319.081.

FOURTH VIOLATION: Termination of contract by Board pursuant to ORC 3319.081 as recommended by Superintendent for willful and persistent violations of reasonable regulations of the Board of Education, for other good and just cause, or for reasons outlined in R.C. 53319.081.

SEVERITY OF INFRACTION: The above procedure shall not prevent the Board from proceeding to any step in the sequence depending upon the severity of the infraction. The above procedure shall not prevent the Board from repeating a step should the Board or its Superintendent decide in its sole discretion to repeat a step.

Any data, images, and/or videos obtained from the camera/audio records may not be utilized in the discipline of an employee unless the data, images, audio and/or videos are collected as a result of an investigation conducted by the administration after the administration's receipt of a complaint(s) or allegations(s).

## **ARTICLE 19**

### Section 1 - FRINGE BENEFITS

#### 1. Health Insurance.

A. Any non-certified employee employed seven (7) hours or more per day including lunch time will receive 90% paid hospitalization benefits. The Board will pay full paid single coverage and pro-rate family coverage using seven (7) hours at 90% coverage. If husband and wife both work for the school district, both of their hours will be used in calculating or pro-rating the hospitalization costs. If hours combine over seven (7) per day, the Board will pay 100% of the hospitalization. A husband and wife who both work for the District may either take one family plan or two individual single plans. \

#### 1. The benefits of any person hired will be computed on the schedule below:

90% - 35 or more hours a week

70% - 25 to 34 hours a week

60% - 15 to 24 hours a week

B. For employees that enroll in the HDHP or are currently on a HDHP as of January 1, 2020, the Board will pay up to \$2,000.00 of the monthly family premium and up to \$1,000.00 of the single premium.

1. For full-time employees with a single HDHP, the Board will contribute \$1,000.00 annually to their Health Savings Account.
2. For those full-time employees with a family HDHP, the Board will contribute \$2,000.00 annually to their Health Savings Account.
3. For employees working 25-34 hours, the HDHP split will be 80% Board paid and 20% employee paid. The HSA contributions for those employees working 25-34 hours, will be Family: \$1,000, and Single \$500, annually.
4. For employees working 15-24 hours, the HDHP split will be 70% Board paid and 30% employee paid. The HSA contributions for those employees working 25-34 hours, will be Family: \$850, and Single \$350, annually.
5. The contributions will be made quarterly beginning the first pay in January.
6. If the HDHP ever becomes the only plan offered by the Board or the Board's insurance consortium, the month premiums and HSA contributions will be discontinued.
7. Any employee currently on the HDHP will switch to the terms outlined herein upon this Agreement being ratified.

2. Life Insurance.

The Board will pay for a \$50,000.00 life insurance policy at full coverage. Once the bargaining unit member has reached the drop off age for the term life insurance, the Board will redirect that premium to purchase lower life insurance for that member at no additional cost to the Board.

3. Dental Insurance.

The Board shall purchase dental insurance for each member of the bargaining unit according to the rates listed below. There is a \$38.00 cap per month. Any increase over the \$38.00 cap will be incurred by the employee.

If husband and wife both work for the school district, both of their hours will be used in calculating or pro-rating the dental costs. If hours combine over seven (7) per day, the Board will pay 100% of the dental costs.

90% - 35 or more hours a week

70% - 25 to 34 hours a week

50% - 15 to 24 hours a week

25% - 10 to 14 hours a week

4. Vision.

The Board will pay 100% of a vision plan for regular (not substitute) employees.

5. Wages.

A. Salary: All steps of salary schedules will be increased per hour each contract year beginning the 2022/2023 contract year:

2022/2023 – 2.65%

2023/2024 – 2.50%

2024/2025 – 2.50%

See Appendix B

B. Extra trips: Step 0 + \$0.50 on the bus drive pay scale

C. Thirty (30) minutes will be added to the bus drivers' time for the daily safety check, cleaning of buses, and minor route additions.

6. Uniform Service.

The employer will annually provide eight work shirts to all full-time employees on the custodial pay schedule, the custodial/groundskeeper pay schedule, custodial/maintenance pay schedule, and the bus mechanic pay schedule. The employer will provide, annually, at \$150.00 uniform stipend to these employees to be paid with the first payroll of the new contract year.

7. Building Secretary Stipend.

The building secretaries who handle money will receive \$656.00 stipend each year. Any employee first employed in the building secretary position after July 1, 2016 shall not be eligible to receive this stipend.

8. Custodian Stipend.

The High School/Junior High School custodians will receive a \$160.00 stipend each year. Any employee first employed in the High School or Junior High School custodian position after July 1, 2016 shall not be eligible to receive this stipend.

9. SERS Payment.

The Board will pay 2% of the employee's share of SERS contributions.

## **ARTICLE 20**

### Section 1 - TRANSPORTATION REGULAR RUNS

1. Bus drivers must be 18 years of age and possess a valid CDL license with an approved school bus driver's endorsement. Each driver must pass a physical examination each year and obtain a driver's abstract each year.

2. Each driver is responsible for maintaining proper cleanliness in his/her vehicle. Bus drivers are to be sure to follow the job description. Bus drivers are responsible to the Transportation Director and/or the Superintendent of Schools for duties and responsibilities. Each driver is expected to practice and adhere to the rules and regulations promulgated by the Board of Education and the Ohio Department of Highway Safety.

3. Bus driver routes shall be re-bid annually based on seniority within the bus driver classification. Such bidding shall take place no later than ten (10) days prior to the school year. Drivers shall not be compensated for time spent and/or meetings for annual bidding.

4. All bus routes (including summer routes) shall be posted in a conspicuous place within a reasonable time prior to the start of the school year.
5. Bus runs will be listed by the number of the bus, capacity, and approximate time and miles.
6. All runs that are bid shall be awarded to the driver holding the highest seniority.
7. In the event at some later date a run becomes available, that opening will follow the vacancy procedure.
8. If a driver loses a shuttle run, he/she may bump a less senior driver from an existing shuttle.
9. Confidential student medical forms will be issued as soon as possible to drivers but no later than ten (10) weeks into the school year. The Transportation Supervisor is responsible for this.
10. Bus drivers will be paid a stipend at year end of \$350 if they have a wheelchair student for more than half of the school days.
11. Employees bus/van drivers, not substitute bus/van drivers, will be paid \$65.00 for attendance at an annual bus driver safety meeting.
12. Reimbursement for bus driver recertification and other tests that are terms of employment.
13. Reimbursement to bus drivers for mileage to out-of-district meetings.
14. If a Bus Driver reports to work to drive for the District and that trip, event or route is canceled for the day, the Driver will receive "show up" pay of two (2) hours or actual time whichever is greater.

## Section 2 - EXTRA-CURRICULAR TRIPS

Driving for extra trips and other extra-curricular trips must be approved by the Superintendent of Schools and the Director of Transportation and Maintenance.

1. All drivers have an opportunity to sign up for extra-curricular trips. Trips will be awarded on a rotated basis from the seniority list.
2. If a driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list.
3. The Director of Transportation and Maintenance shall assign buses and drivers for all extra-curricular trips.
4. Any coach, or advisor, who is also a certified or classified employee of Patrick Henry Local Schools, with the proper credentials, will have the first opportunity to drive for their athletic contests.
5. When a member of the certified staff uses a regularly assigned bus for an extracurricular trip, it is expected that the bus will be returned in the same degree of cleanliness as when taken.
6. Drivers are responsible for transporting only authorized personnel unless prior approval is obtained.
7. Regular drivers will be able to take field trips and place substitute on regular route if the trip pay exceeds the regular route pay for the day/shift.
8. Overnight Trips: Drivers on overnight trips will be paid up to twelve (12) hours per day. The Superintendent may approve additional hours on an as needed basis.
9. Minimum Pay: The Board will provide a minimum of two (2) hours of compensation for any extracurricular trip which is outside of the regular student day.



### Section 3 - CDL ALCOHOL AND DRUG TESTING

The following items have been agreed to as they relate to the Patrick Henry Schools Alcohol and Drug Testing Program:

The school district will pay for the random and reasonable suspicion tests for alcohol and drugs.

The school district will pay for emergency testing. The driver will notify the bus supervisor along with the building principal or superintendent.

Drivers being randomly tested will be compensated at their regular hourly rate for the time involved in testing. Drivers will be paid the current mileage rate to and from the test site for random testing.

The Board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of controlled substances.

Drivers will be paid their hourly rate for reasonable suspicion testing. The employer shall provide transportation to and from the testing site if requested by the employee.

All drivers will follow the CDL alcohol and drug testing policy consequences of the Patrick Henry Schools. For safety reasons, if a tested employee fails the random test, he/she will be required to contact his/her supervisor or co-worker who will transport him/her home from the test site.

Failure or refusal of the CDL alcohol and drug testing shall result in discipline up to and including possible termination.

### Section 4 - BUS DRIVER IN-SERVICE/ROSTER DEVELOPMENT

Bus driver shall receive one (1) hour of pay during the first pay period of the school year to compensate the bus driver for the development of the school bus student roster.

The Board shall reimburse bus drivers and aides for out-of-pocket expenses, fees for physicals, and mileage for courses, meetings and/or tests required to maintain certification. Bus driver aides shall also be compensated for their time spent during such activities.

### **ARTICLE 21**

1. A computer with access to the internet will be made available at OAPSE work stations in the bus garage, kitchen and library.
2. The Union and Employees shall have access to intra-building mail and the school internet to inform members of upcoming events, Union meetings, non-partisan political gathers or issues. When using school means to transmit information, at no time will the Union send anything out that could be construed as negative against the administration or the School District.

**ARTICLE 22**

Section 1 - ENTIRE AGREEMENT

This agreement shall supersede any conflicting provisions of state or federal law. If any provision of this document, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal or state law as determined by a court of competent final jurisdiction, then such provision, application, or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect. The parties shall meet within thirty (30) school days for the purpose of re-negotiating only those provisions or applications found to be contrary to law.

For OAPSE Local # 555

Rubal Ballock

Local 555 President

Ally VanBuren

Negotiation team member

Jodi Rader

Negotiation team member

Paul Anderson

Field Representative

Date: 8/18/22

For the Board of Education

JMTB

Superintendent

Breanna DeWitt

Treasurer

Mark Vannatter

Board President

Date: 8/18/22

**Appendix A – Grievance Form**

Grievance # \_\_\_\_\_

Patrick Henry Local Schools

Distribution of Form

1. Superintendent, 2. Principal/Supervisor, 3. Association, 4. Employee

GRIEVANCE REPORT

Submit to principal or immediate supervisor in duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1

A. Date cause of grievance occurred: \_\_\_\_\_

B. Article and Section of Agreement alleged violated: \_\_\_\_\_

C. 1. State grievance: \_\_\_\_\_

\_\_\_\_\_

2. Relief sought: \_\_\_\_\_

\_\_\_\_\_

(If additional space is needed in reporting Sections C1 & C2, attach additional sheet.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

D. Disposition by principal or immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

(If additional space is needed, attach additional sheet.)

Signature of principal or immediate supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix A – Grievance Form continued**

STEP 2

A. Position of grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, attach additional sheet.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

B. Date received by Superintendent or designee: \_\_\_\_\_

C. Disposition of Superintendent or designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, attach additional sheet.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 3

Date appeal was filed with Federal Mediation and Conciliation Service: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B:**

Patrick Henry Local Schools											
Non-Certified Salary Schedule											
Period Covering July 1, 2022 through June 30, 2025											
<b>BUS MECHANIC PAY SHCHEDULE</b>											
Contracted 260 days @ 8 Hours Per Day = 2080 (Includes 10 Holidays)											
Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day,											
School Year 2022 - 2023			School Year 2023 - 2024				School Year 2024 - 2025				
Years Experience	Hourly Rate	Annual Salary	23.19	Years Experience	Hourly Rate	Annual Salary	23.77	Years Experience	Hourly Rate	Annual Salary	24.36
0	23.19	\$ 48,235.20		0	23.77	\$ 49,441.60		0	24.36	\$ 50,668.80	
1	23.38	\$ 48,630.40		1	23.96	\$ 49,836.80		1	24.55	\$ 51,064.00	
2	23.58	\$ 49,046.40		2	24.17	\$ 50,273.60		2	24.77	\$ 51,521.60	
3	23.82	\$ 49,545.60		3	24.41	\$ 50,772.80		3	25.02	\$ 52,041.60	
4	23.98	\$ 49,878.40		4	24.58	\$ 51,126.40		4	25.19	\$ 52,395.20	
5	24.19	\$ 50,315.20		5	24.79	\$ 51,563.20		5	25.41	\$ 52,852.80	
6	24.40	\$ 50,752.00		6	25.01	\$ 52,020.80		6	25.63	\$ 53,310.40	
7	24.56	\$ 51,084.80		7	25.17	\$ 52,353.60		7	25.80	\$ 53,664.00	
8-9	24.77	\$ 51,521.60		8-9	25.39	\$ 52,811.20		8-9	26.02	\$ 54,121.60	
10-14	24.88	\$ 51,750.40		10-14	25.51	\$ 53,060.80		10-14	26.14	\$ 54,371.20	
15-19	25.00	\$ 52,000.00		15-19	25.62	\$ 53,289.60		15-19	26.26	\$ 54,620.80	
20-24	25.18	\$ 52,374.40		20-24	25.81	\$ 53,684.80		20-24	26.45	\$ 55,016.00	
25-29	25.53	\$ 53,102.40		25-29	26.17	\$ 54,433.60		25-29	26.82	\$ 55,785.60	
30-34	25.86	\$ 53,788.80		30-34	26.50	\$ 55,120.00		30-34	27.16	\$ 56,492.80	
35+	26.00	\$ 54,080.00		35+	26.65	\$ 55,432.00		35+	27.31	\$ 56,804.80	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**CAFETERIA PAY SCHEDULE**

Contracted Days 181 + 8 Holidays = 189

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day,  
 Labor Day, Thanksgiving Day, Christmas Day

School Year 2022 - 2023			School Year 2023 - 2024			School Year 2024 - 2025		
Years Experience	Hourly Rate	15.71	Years Experience	Hourly Rate	16.10	Years Experience	Hourly Rate	16.50
0	\$ 15.71		0	\$ 16.10		0	\$ 16.50	
1	\$ 15.87		1	\$ 16.26		1	\$ 16.67	
2	\$ 16.07		2	\$ 16.47		2	\$ 16.88	
3	\$ 16.21		3	\$ 16.62		3	\$ 17.03	
4	\$ 16.39		4	\$ 16.79		4	\$ 17.21	
5	\$ 16.57		5	\$ 16.99		5	\$ 17.41	
6	\$ 16.72		6	\$ 17.13		6	\$ 17.56	
7	\$ 16.90		7	\$ 17.32		7	\$ 17.75	
8-9	\$ 17.06		8-9	\$ 17.48		8-9	\$ 17.92	
10-14	\$ 17.16		10-14	\$ 17.58		10-14	\$ 18.02	
15-19	\$ 17.25		15-19	\$ 17.68		15-19	\$ 18.12	
20-24	\$ 17.45		20-24	\$ 17.89		20-24	\$ 18.33	
25-29	\$ 17.66		25-29	\$ 18.10		25-29	\$ 18.55	
30-34	\$ 17.96		30-34	\$ 18.40		30-34	\$ 18.86	
35+	\$ 18.16		35+	\$ 18.61		35+	\$ 19.07	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**CLASSROOM AIDE PAY SCHEDULE**

Contracted Days 179 + 8 Holidays = 187

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day,  
 Labor Day, Thanksgiving Day, Christmas Day

School Year 2022 - 2023		School Year 2023 - 2024		School Year 2024 - 2025				
Years Experience	Hourly Rate	15.71	Years Experience	Hourly Rate	16.10	Years Experience	Hourly Rate	16.50
0	15.71		0	16.10		0	16.50	
1	15.87		1	16.26		1	16.67	
2	16.07		2	16.47		2	16.88	
3	16.21		3	16.62		3	17.03	
4	16.39		4	16.79		4	17.21	
5	16.57		5	16.99		5	17.41	
6	16.72		6	17.13		6	17.56	
7	16.90		7	17.32		7	17.75	
8-9	17.06		8-9	17.48		8-9	17.92	
10-14	17.16		10-14	17.58		10-14	18.02	
15-19	17.25		15-19	17.68		15-19	18.12	
20-24	17.45		20-24	17.89		20-24	18.33	
25-29	17.66		25-29	18.10		25-29	18.55	
30-34	17.96		30-34	18.40		30-34	18.86	
35+	18.16		35+	18.61		35+	19.07	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**CUSTODIAL PAY SCHEDULE**

Contracted 260 days @ 8 Hours Per Day = 2080 (Includes 10 Holidays)

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth  
 Fourth of July, Labor Day, Thanksgiving Day

School Year 2022 - 2023			School Year 2023 - 2024				School Year 2024 - 2025				
Years Experience	Hourly Rate	Annual Salary	18.36	Years Experience	Hourly Rate	Annual Salary	18.82	Years Experience	Hourly Rate	Annual Salary	19.29
0	18.36	\$38,188.80		0	18.82	\$39,145.60		0	19.29	\$40,123.20	
1	18.52	\$38,521.60		1	18.98	\$39,478.40		1	19.45	\$40,456.00	
2	18.72	\$38,937.60		2	19.19	\$39,915.20		2	19.67	\$40,913.60	
3	18.89	\$39,291.20		3	19.36	\$40,268.80		3	19.85	\$41,288.00	
4	19.06	\$39,644.80		4	19.54	\$40,643.20		4	20.02	\$41,641.60	
5	19.27	\$40,081.60		5	19.75	\$41,080.00		5	20.24	\$42,099.20	
6	19.41	\$40,372.80		6	19.90	\$41,392.00		6	20.39	\$42,411.20	
7	19.58	\$40,726.40		7	20.07	\$41,745.60		7	20.57	\$42,785.60	
8-9	19.89	\$41,371.20		8-9	20.39	\$42,411.20		8-9	20.90	\$43,472.00	
10-14	19.95	\$41,496.00		10-14	20.45	\$42,536.00		10-14	20.96	\$43,596.80	
15-19	20.03	\$41,662.40		15-19	20.53	\$42,702.40		15-19	21.05	\$43,784.00	
20-24	20.25	\$42,120.00		20-24	20.76	\$43,180.80		20-24	21.28	\$44,262.40	
25-29	20.48	\$42,598.40		25-29	21.00	\$43,680.00		25-29	21.52	\$44,761.60	
30-34	20.80	\$43,264.00		30-34	21.32	\$44,345.60		30-34	21.85	\$45,448.00	
35+	20.94	\$43,555.20		35+	21.46	\$44,636.80		35+	22.00	\$45,760.00	



Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**CUSTODIAL/GROUNDSKEEPER PAY SCHEDULE**

Contracted 260 days @ 8 Hours Per Day = 2080 (Includes 10 Holidays)

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth  
 Fourth of July, Labor Day, Thanksgiving Day

School Year 2022 - 2023			School Year 2023 - 2024			School Year 2024- 2025					
Years Experience	Houly Rate	Annual Salary	18.91	Years Experience	Hourly Rate	Annual Salary	19.38	Years Experience	Hourly Rate	Annual Salary	19.86
0	18.91	\$39,332.80		0	19.38	\$40,310.40		0	19.86	\$ 41,308.80	
1	19.07	\$39,665.60		1	19.54	\$40,643.20		1	20.03	\$ 41,662.40	
2	19.28	\$40,102.40		2	19.76	\$41,100.80		2	20.25	\$ 42,120.00	
3	19.46	\$40,476.80		3	19.94	\$41,475.20		3	20.43	\$ 42,494.40	
4	19.63	\$40,830.40		4	20.12	\$41,849.60		4	20.62	\$ 42,889.60	
5	19.84	\$41,267.20		5	20.34	\$42,307.20		5	20.84	\$ 43,347.20	
6	19.99	\$41,579.20		6	20.49	\$42,619.20		6	21.00	\$ 43,680.00	
7	20.16	\$41,932.80		7	20.66	\$42,972.80		7	21.18	\$ 44,054.40	
8-9	20.49	\$42,619.20		8-9	20.99	\$43,659.20		8-9	21.51	\$ 44,740.80	
10-14	20.55	\$42,744.00		10-14	21.06	\$43,804.80		10-14	21.58	\$ 44,886.40	
15-19	20.63	\$42,910.40		15-19	21.14	\$43,971.20		15-19	21.67	\$ 45,073.60	
20-24	20.86	\$43,388.80		20-24	21.38	\$44,470.40		20-24	21.91	\$ 45,572.80	
25-29	21.10	\$43,888.00		25-29	21.62	\$44,969.60		25-29	22.16	\$ 46,092.80	
30-34	21.42	\$44,553.60		30-34	21.95	\$45,656.00		30-34	22.50	\$ 46,800.00	
35+	21.56	\$44,844.80		35+	22.10	\$45,968.00		35+	22.65	\$ 47,112.00	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**CUSTODIAL/MAINTENANCE PAY SCHEDULE**

Contracted 260 days @ 8 Hours Per Day = 2080 (Includes 10 Holidays)

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth  
 Fourth of July, Labor Day, Thanksgiving Day

School Year 2022 - 2023			School Year 2023 - 2024			School Year 2024 - 2025					
Years Experience	Houly Rate	Annual Salary	18.91	Years Experience	Hourly Rate	Annual Salary	19.38	Years Experience	Hourly Rate	Annual Salary	19.86
0	18.91	\$39,332.80		0	19.38	\$40,310.40		0	19.86	\$ 41,308.80	
1	19.07	\$39,665.60		1	19.54	\$40,643.20		1	20.03	\$ 41,662.40	
2	19.28	\$40,102.40		2	19.76	\$41,100.80		2	20.25	\$ 42,120.00	
3	19.46	\$40,476.80		3	19.94	\$41,475.20		3	20.43	\$ 42,494.40	
4	19.63	\$40,830.40		4	20.12	\$41,849.60		4	20.62	\$ 42,889.60	
5	19.84	\$41,267.20		5	20.34	\$42,307.20		5	20.84	\$ 43,347.20	
6	19.99	\$41,579.20		6	20.49	\$42,619.20		6	21.00	\$ 43,680.00	
7	20.16	\$41,932.80		7	20.66	\$42,972.80		7	21.18	\$ 44,054.40	
8-9	20.49	\$42,619.20		8-9	20.99	\$43,659.20		8-9	21.51	\$ 44,740.80	
10-14	20.55	\$42,744.00		10-14	21.06	\$43,804.80		10-14	21.58	\$ 44,886.40	
15-19	20.63	\$42,910.40		15-19	21.14	\$43,971.20		15-19	21.67	\$ 45,073.60	
20-24	20.86	\$43,388.80		20-24	21.38	\$44,470.40		20-24	21.91	\$ 45,572.80	
25-29	21.10	\$43,888.00		25-29	21.62	\$44,969.60		25-29	22.16	\$ 46,092.80	
30-34	21.42	\$44,553.60		30-34	21.95	\$45,656.00		30-34	22.50	\$ 46,800.00	
35+	21.56	\$44,844.80		35+	22.10	\$45,968.00		35+	22.65	\$ 47,112.00	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**SECRETARIAL PAY SCHEDULE**

HS Secretary 1		Middle School Secretary	
181 Days @ 7 Hours Per Day	1267	181 Days @ 7.0 Hours Per Day	1267.00
20 Days @ 6 Hours Per day	120	15 Days @ 5.50 Hours Per Day	82.50
8 Days @ 7 Hours Per Day	56	8 Days @ 7.0 Hours Per Day	56.00
<b>209</b>	<b>1443</b>	<b>204</b>	<b>1405.50</b>
HS Secretary 2		Elementary Secretary	
181 Days @ 5 Hours Per Day	905	181 Days @ 7.0 Hours Per Day	1267.00
15 Days @ 3 Hours Per Day	45	15 Days @ 5.5 Hours Per Day	82.50
8 Days @ 5 Hours Per Day	40	8 Days @ 7.0 Hours Per Day	56.00
<b>204</b>	<b>990</b>	<b>204</b>	<b>1405.50</b>
K-8 Secretary 1			
181 Days @ 4 Hours Per Day	724		
10 Days @ 3 Hours Per Day	30		
8 Days @ 4 Hours Per Day	32		
<b>199</b>	<b>786</b>		

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day

School Year 2022 - 2023			School Year 2023 - 2024			School Year 2024 - 2025		
Years Exp	Hourly Rate	18.00	Years Exp	Hourly Rate	18.45	Years Exp	Hourly Rate	18.91
0	18.00		0	18.45		0	18.91	
1	18.20		1	18.65		1	19.12	
2	18.40		2	18.86		2	19.33	
3	18.63		3	19.10		3	19.57	
4	18.79		4	19.26		4	19.74	
5	18.99		5	19.46		5	19.95	
6	19.21		6	19.69		6	20.18	
7	19.39		7	19.87		7	20.37	
8-9	19.57		8-9	20.06		8-9	20.56	
10-14	19.69		10-14	20.18		10-14	20.69	
15-19	19.85		15-19	20.35		15-19	20.86	
20-24	19.96		20-24	20.46		20-24	20.97	
25-29	20.29		25-29	20.79		25-29	21.31	
30-34	20.56		30-34	21.07		30-34	21.60	
35+	20.86		35+	21.38		35+	21.92	

Patrick Henry Local Schools  
 Non-Certified Salary Schedule  
 Period Covering July 1, 2022 through June 30, 2025

**TRANSPORTATION PAY SCHEDULE**

179 Days + 8 Holidays = 187 Total Days

2.75 Hours Per Day 514.25 Hours Per Year	3.00 Hours Per Day 561.00 Hours Per Year	3.25 Hours Per Day 607.75 Hours Per Year	3.50 Hours Per Day 654.50 Per Year
3.75 Hours Per Day 701.25 Hours Per Year	4.00 Hours Per Day 748.00 Hours Per Year	4.25 Hours Per Day 794.75 Hours Per Year	5.50 Hours Per Day 1028.50 Hours Per Year
	6.50 Hours Per Day 1215.50 Hours Per Year		

Holidays = New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day

School Year 2022 - 2023			School Year 2023 - 2024			School Year 2024 - 2025		
Years Experience	Hourly Rate	21.95	Years Experience	Hourly Rate	22.50	Years Experience	Hourly Rate	23.06
0	21.95		0	22.50		0	23.06	
1	22.19		1	22.75		1	23.31	
2	22.37		2	22.93		2	23.50	
3	22.56		3	23.13		3	23.71	
4	22.83		4	23.40		4	23.98	
5	23.00		5	23.58		5	24.17	
6	23.20		6	23.78		6	24.37	
7	23.42		7	24.01		7	24.61	
8-9	23.73		8-9	24.32		8-9	24.93	
10-14	23.84		10-14	24.44		10-14	25.04	
15-19	23.93		15-19	24.53		15-19	25.14	
20-24	24.15		20-24	24.75		20-24	25.37	
25-29	24.45		25-29	25.07		25-29	25.69	
30-34	24.78		30-34	25.40		30-34	26.03	
35+	25.04		35+	25.67		35+	26.31	