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Negotiated Agreement  
Between the  
Pike Delta York Local School Board of  
Education  
And the  
Pike Delta York Local School  
OAPSE Chapter #660

July 1, 2011  
Through  
June 31, 2012

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RECONFIGURATION OF AGREEMENT

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## **ARTICLE 1 ORGANIZATIONAL RIGHTS**

### **1.01 Recognition**

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

### **1.02 Definitions**

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

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

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

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

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

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

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

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

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

## ARTICLE 4 UNION REPRESENTATION

### 4.01 Union Dues

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

### 4.02 Fair Share Fee

1. Employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.
2. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.
3. Full time or regular short-term non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

### 4.03 Payroll Deductions

1. The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.
2. Deductions shall be in twelve (12) consecutive months.
3. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for successive periods of one year. Written notice of revocation shall be served upon the Treasurer and the State Association Treasurer.
4. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

### 4.04 Union Representation

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

### 4.05 Information Provided to Union

1. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this agreement and as changes occur thereafter. The roster shall indicate the employee's present classification and primary job site. A seniority roster shall be updated and provided yearly, at 4<sup>th</sup> week of the beginning of the school year, to the chapter president or designee.

2. The Association will be notified of any meeting date and time and may be permitted a representative from within the bargaining unit, who will be allowed to attend and provide input concerning the following:
  - a. School Calendar
  - b. Selection of New Administrators

#### 4.06 Employee Rights Under the Law

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

#### 4.07 Union Business During Business Hours

1. The right of access at reasonable times to areas in which employees work.

#### 4.08 Use of Facilities

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

#### 4.09 AFSCME-PEOPLE

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

## **ARTICLE 5 GRIEVANCE PROCEDURE**

#### 5.01 Definitions

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

## 5.02 General Provisions

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

## 5.03 Steps

### Step 1:

Nothing written in this policy will stop any employee(s) or the Union having a grievance from discussing the matter informally with any appropriate administrator who could settle the grievance. If after ten (10) days the informal step does not solve the grievance it shall be forwarded to the next step.

### Step 2:

If the action taken at Step 1 does not resolve the grievance to the satisfaction of the grievant(s) of Step 2, then the grievant(s) may submit the grievance on the proper grievance form to the superintendent of schools within five (5) days. The superintendent shall arrange for, and preside at, a meeting to take place within five (5) days after the receipt of the grievance. The superintendent and grievant(s) may have other employees which are deemed necessary to present facts pertinent to the grievance.

### Step 3:

If the action taken at Step 2 does not resolve the grievance to the satisfaction of the grievant(s), then the grievant(s) may submit the grievance on the proper grievance form to the superintendent of schools within five (5) days. The superintendent shall arrange for a meeting with Federal Mediation Conciliatory Service (FMCS). The mediator must be agreed upon by both parties. This meeting will be held at the availability of the FMSC mediator. Upon conclusion of this meeting, the superintendent will give an answer, in writing, by mail, postmarked no later than five (5) days after the meeting with the Mediator.

### Step 4:

Any grievance not resolved within ten (10) days of the date of the decision at step 3 shall be Submitted to arbitration with the arbitrator selected through the American Arbitration Association In accordance with rules and regulations of the AAA.

### Step 5:

1. The Board will not engage in reprisals against any employee(s) who files a grievance.
2. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local's Association representative shall be deemed resolved by the Administration's last answer.
3. Any grievance not answered by the Administration and/or satisfactorily resolved within the time limit in that step, may be advanced to the next step.
4. Time limits may be extended by the Administration and the local Association officials in writing; then the new date shall prevail.

5.04 Arbitration

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

**ARTICLE 6  
SENIORITY / INITIAL EMPLOYMENT**

6.01 Seniority Definitions

1. When an employee changes classifications his/her seniority date for that classification shall begin on the first day of employment in that classification. If the employee bids into a previously held classification his/her new seniority date shall begin on the first day of return to the previous classification. (MOU dated 07/24/02)
2. The system seniority date shall be determined by the employee's last date of hire by the Board of Education.
3. To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.
  - a. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.
  - b. Job classification seniority shall be defined as the length of employment by an employee in a particular job classification. Job classifications shall correspond with the job classifications set forth in article 1 or as established in Articles 7 and 12 of this agreement.
4. At the Superintendent's request, OAPSE will meet to consider, in a particular case, the desire of the Superintendent to hire a new employee above the zero (0) year experience step. (MOU dated 07/10/02)
5. Vacancy – The result of a resignation, retirement, termination for just cause, position transfer, or death of bargaining unit employee.
6. New Position – When an additional employee is required in one of the bargaining unit classifications.

**ARTICLE 7  
JOB OPENINGS**

7.01 Definition

1. Prior to any change in any job description covered under this agreement, the association shall be notified of such changes anticipated and the effective date of such change.
2. The Board agrees to provide each bargaining unit employee with a copy of his/her job description when the employee receives his/her annual notification of salary under 3319.082.

Classifications Shall Include:

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

7.02 Posting Requirement

1. School Year Vacancies

- a. When a vacancy occurs in a classification or location assignment, it shall be posted in each building in a conspicuous place for five (5) work days. This posting may be made immediately after the notification is received, but no later than five (5) days after being accepted by the Board. Interested employees may request consideration for the position in writing to the superintendent prior to the posted deadline. Any position that is filled with a substitute or temporary employee during the first semester for a period of 10 consecutive work days or 30 days consecutive work days after Jan. 1 shall be deemed a vacancy and must be posted for bid.
- b. Bus Drivers will receive notice of all classified vacancies by inter-school mail when school is in session.

2. Newly Created Positions

- a. When a new position in any of the said classifications or buildings is created, all such positions shall be posted.
- b. Additionally the Board shall post excluded positions as listed in Article 1, Section 1.03. These excluded positions are exempted from bidding procedure in Section L.

7.03 Due Consideration

1. During the summer months all vacancies shall be posted in the Board of Education office for ten (10) days. All employees who have indicated an interest in this type of position on the "Classified Staff Declaration Form" (See Forms) will be contacted by letter informing them of the vacancy. In addition other interested employees may request consideration for the vacancy by submitting a request in writing to the Superintendent.

7.04 Selection Process

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

- b. If the vacant position is not filled by an employee within the classification, it shall then be offered to the employee, if qualified, with the most seniority with the Board within the bargaining unit classifications.
- c. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.
- d. No more than two postings shall be required in filling a series of vacancies in each classification created by the occurrence of an original vacancy. An employee awarded a position under this section may return to his/her former position during the first ten (10) work days. (MOU dated 07/10/02)
- e. When time on a position increases by thirty (30) or more minutes the position will be subject to bidding. Fifteen (15) minutes only once during school year, no bidding.
- f. System seniority shall be defined as the length of employment by the Board as computed from the employee's most recent date of hire.
- g. If any non OAPSE members have received training from the Board that will be a requirement for a position the same opportunity for training shall be offered to otherwise qualified OAPSE personnel that bid for the position.

#### 7.05 No Strike

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

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

#### 8.01 Work Year

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

#### 8.02 Starting Times

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

#### 8.03 Contracts

1. For those full time employees whose work is satisfactory, a contract will be issued for the remainder of the year. The contract year runs from July 1 through June 30.
2. Non-teaching employees would continue automatically to move to the next "year of experience" step, one step at a time, within the total number of steps indicated for each classification.
3. To advance one year on the hourly rate schedule a minimum of 120 days of experience is required the preceding year.
4. The O.R.C. states that a salary notice must be sent by the first day in July. If the salary is not set and approved by the first of July in a salary negotiation year, the July 1<sup>st</sup> date is extended until salary is set and approved.

8.04 Overtime

1. All extra time/overtime shall be offered within each classification and in the building in which the work is to be performed. The offer shall be made on a rotational basis by classification seniority except for custodians which shall be by classification seniority only, (no rotation).
2. Regular employees of the Board of Education shall be offered additional work in their assigned buildings and classification before the work is offered to a substitute employee. Offer shall be by seniority rotation system.
3. All hours worked during the week in excess of forty (40) will be compensated at a time and one-half (1 ½) rate or in an equivalent amount in compensatory time off at the employee's option. Exceptions to this provision are vacation days, recognized holidays, and personal leave days, which will be credited as 'days worked'.
4. Sunday will be paid at double time (2X) the regular rate, or in compensatory time.

8.05 Compensatory Time

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

8.06 Travel Allowance

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

8.07 Definitions

1. Day
  - a. The number of hours per day worked equals the number of hours deducted for leave purposes. A day for any given employee means the number of hours he works. Therefore, a day for employee A may consist of six (6) hours and a day for employee B may consist of seven (7) hours.
  - b. Days are work days when stated in the contract.
2. Full-time Employees (7 hours or more, daily)
  - a. Full-time employees assigned to a building shall have an unpaid, duty-free lunch period and two (2) paid 15 minute breaks during their work day.

8.08 Required Meetings

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

8.09 Sub Contracting

1. No outside contractor, supervisory or managerial employees, substitutes, temporary or casual employees, or other employees of the Board of Education outside the bargaining unit may be used to eliminate an employee's job or reduce the regular work hours of an employee. A rotational district wide seniority list shall be used for all additional work as long as it does not conflict with the employee's normal contracted time.

2. Summer projects where additional staffing or outside resourcing may be needed will be dialogued with union representatives prior to advancing the project. The intent of this discussion will be to get staff input as to where current employees might fit in. Those special skilled emergency situations (roofing, plumbing, heating/air conditioning, etc.) will not be considered under this agreement.
3. The association acknowledges the right for the Board to use a bonafide subcontractor under the current negotiated agreement, but wishes to highlight the ambiguity of when or when not this should happen.

#### 8.10 School Delays and Cancellations

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

#### 8.11 Summer / Break Work

1. Summer work paid at 75% of base custodial rate.
2. The Board will offer summer/break work to all bargaining unit employees not working 12 months (prior to offering summer work to non-bargaining unit or to the public). Nine (9) month custodians will be paid their regular rate of pay during summer work.
3. This does not restrict the Board from hiring high school students and graduates continuing their education as long as OAPSE members are offered the work first.
4. Summer work will begin after the 1st day of the employee's individual contract each year and last until the day before the employee's individual contract begins.

#### 8.12 Snow Removal

1. Employees interested in working on a snow removal crew must notify the Superintendent in writing of their interest.
2. Employees who work on a snow removal crew at times other than their regular work hours will be paid at step zero, Custodial/Maintenance. However, employees in the

Custodial/Maintenance and Mechanic classification shall be paid at their regular hourly rate during snow removal work.

3. Non-bargaining unit employees shall not be allowed to operate snow removal equipment until the snow removal list of bargaining unit members has been exhausted.

## ARTICLE 9 TRANSPORTATION

### 9.01 Definitions

#### 1. Bus Routes

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

#### 2. Emergencies

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

### 9.02 Annual Route Bidding

1. In the event a route becomes vacant during the summer or a new route(s) is proposed, drivers shall be notified by mail at least five days prior to the annual route bidding to be held in August. Drivers will be paid at the mandatory meeting rate per route, not hourly, for attendance at this meeting.

### 9.03 Trips

#### 1. Extra trips

- a. Extra trips shall be posted in the driver's area as soon as possible. All drivers shall be on an extra trip seniority list for rotation of trips for the period of one year unless they request in writing their name be withdrawn from the rotation list. Drivers withdrawing their names and then desiring to be placed in the rotation again shall submit their request in writing to be placed in their proper place on the extra trip seniority list after one full rotation from the date the request is received. It is the intent for drivers to meet on the last day of the work week to award trips received as of the meeting time.
- b. Any trip within the assigned week needing assignment after the initial weekly assignment will be awarded in accordance with the existing seniority rotation, not be interfering with previously assigned trips. Trips needing an immediate assignment, within 24 hours, may be refused by a driver without the loss of seniority in rotation. This refusal must be made within one hour to honor no loss of seniority in the rotation. Trips taken will be counted as a turn in the rotation.
- c. If any driver accepts a trip through rotation and then withdraws from that trip, the driver will lose a spot (turn) in the rotation.
- d. If a trip is cancelled for any reason the same day (day before, on weekend, or during school breaks), the driver will be paid two hours at field trip rate.

2. Extra trips shall be listed in three (3) categories:
  - Field Trips - trips that are initiated during the regular school day.
  - Extra Trips - trips that are initiated after the school day.
  - Off Route Trips - special trips are trips that take place during regular route time in which a regular driver needs to be taken off route. This will be done on a rotation basis and will be at the supervisor's discretion.
3. All trips shall be computed from the pick up point to the final destination on the return trip. All trips will be offered to drivers on a rotated basis beginning with the most senior driver at the start of the school year, and continue from one month to the next without starting over. Drivers not signed up for the previous month will be placed in the rotation according to their proper place in the seniority listing.
4. If a driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list; and if the extra trips or field trips are refused for any reason, the driver's name shall be placed at the bottom of the list. Exceptions to the above are noted in Section 4, immediate assignment.
5. Regular drivers have priority over substitutes, coaches, and certificated employees for field trips and athletic events requiring a bus, utility/cargo trailer or recreational vehicle. Coaches and/or certified staff may use one school van or car for transporting five or less students, seven if the destination is within a 30 mile radius, or Board equipment to related activities, provided they are not compensated for the trip. If the above coach and/or certified staff is unavailable for the trip, a bargaining unit bus driver will be offered the trip. This excludes a van or pickup truck.
6. Time permit sheets will be provided for extra trips.
7. The employer shall provide a chaperone on all trips in which students are being transported. In the event a chaperone is not available the bus driver shall be paid the regular contracted pay (route pay) for the time of the trip.
8. There will be a maximum of one hundred and fifty (\$150.00) per pay per night per bus driver for all overnight trips.
  - a. An overnight trip is one where a driver will be away from home overnight. A night is equal to a maximum of 24 hours from the time the trip left Delta, Ohio. Any portion of the following day which is less than 24 hours shall be compensated the hourly field trip rate up to a maximum of \$100.00.
  - b. Lodging will be furnished each driver at Board expense. Drivers shall share a room when appropriate.
  - c. Meals will be reimbursed up to a maximum of twenty (\$25.00) dollars per day unless provided by the school. Receipts must be submitted.

#### 9.04 Summer Routes and Trips

1. Driver will retain previous years summer runs if available.
2. If a summer route is discontinued, driver of said route may displace a less senior driver on another summer route.
3. If a vacancy occurs in the summer routes it shall be placed up for bid.

9.05 Bus Driver Trainers

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

9.06 Miscellaneous

1. It is understood that the transportation supervisor may require buses to be parked between runs at the bus garage and/or designated parking areas.
2. Drivers are encouraged to attend workshops, training programs, seminars, Road-E-O and other educational programs that would improve their job skills. The procedures in Article 17.4 shall be followed.

9.07 Driver Reimbursements

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

9.08 Employee Alcohol and Controlled Substance Testing

1. The school district will pay for required drug testing expenses. The employee may use a school vehicle to and from the testing site, unless otherwise determined by employer. The driver will be reimbursed up to one and one-half (1 ½) hours at regular pay for random drug testing. If reasonable suspicion testing is done during an employee's regular work hours the employee will be paid his regular work hour wages. All other testing is to be scheduled after an employee's regular work hours.
2. The district shall offer a drug and alcohol rehabilitation program to all CDL holders prior to the mandatory Alcohol and Drug Testing in-service. The cost of this rehabilitation program for employees not participating in the district health coverage plan will be equally shared by the employee and the Board of Education to a maximum of \$5,000.00. (\$2,500.00 is maximum Board expense.)
3. On the first occurrence that an employee's test is positive for drugs exceeding Federal Guidelines or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave, and/or a medical unpaid leave at his/her request. The employee shall receive a 24 hour (1 day) suspension without pay.
4. On the second occurrence that an employee's test is positive for drugs exceeding Federal Guidelines or alcohol (at .04 and beyond), the employee shall be terminated.
5. If an employee's alcohol test results in a reading of .02 or greater but less than .04, that employee shall receive a written reprimand, a 24 hour (1 day) unpaid suspension, and be required to attend an Employee Assistance Program (EAP) consultation. The bus driver supervisor shall make an effort to schedule the EAP consultation within the 24 hour suspension period and confirm the meeting with the employee. Should an appointment be scheduled outside of the 24 hour suspension, the employee shall have the suspension

continued. Suspension beyond the initial 24 hour period and as until such time as the EAP appointment, the employee shall be suspended with pay.

6. However, if for any reason the employee fails to keep the EAP appointment, he/she will remain or be immediately returned to suspension without pay until he/she attends the EAP consultation.
7. Any reoccurring incident of an employee's alcohol test results in a reading of .02 or greater but less than .04 will result in additional discipline as provided in the OAPSE. Agreement.

#### 9.09 Bus Conduct Reports

1. All drivers will be informed of the following situations if it is directly related to the operation of his/her route by either the building principal or the transportation supervisor.
  - a. If a child has been suspended either from school or bus transportation.
  - b. If there is a student assembly at Four County which would interfere with the normal operation of the Four County routes time schedule.
  - c. Notice shall be given to each driver involved as to when parent-teacher conferences are to occur and what grades will be affected. This notice shall be given at least three (3) days in advance of the scheduled conference days.
  - d. Whenever school is notified by parents that a student has a particular health problem such as diabetes, epilepsy, severe allergy to bee stings, etc. a health alert flag will be assigned to a student's name on the bus roster.

## ARTICLE 10 FOOD SERVICE

#### 10.01 Special Information

1. Guidelines regarding the number of lunchroom workers per lunch served will be taken into consideration when staffing a facility.
2. All full time food service employees will work the cafeteria in-service days.
3. If additional help is needed, part-time cafeteria employees within the building will be called in by classification seniority on a rotation basis.
4. Whenever fixed equipment is used in the High School or Middle School kitchen, the Banquet Manager must be present, and be compensated at his/her regular hourly rate for all hours worked. If the Banquet Manager is unavailable, he/she will select a cafeteria employee within that building to fill the banquet manager's position responsibility. This selection will be done on a rotational basis by classification seniority and will be compensated at his/her regular hourly rate for all hours worked. If the position is not filled from within the building, the position will be filled from a list of cafeteria employee's system wide classification on a rotational basis.
5. Any oversight in the selected process by the Banquet Manager is not grievable.
6. Head cooks will receive an additional \$.50 per hour to their base rate.
7. Banquet Manager will receive an additional \$.30 per hour to their base rate.
8. Any work related accessories (i.e. specialty shoes, aprons, hats, hair nets, uniforms) shall be furnished by the school.
9. Any cafeteria personnel that are required to have certifications shall be reimbursed for t time and costs to receive such certifications.

## ARTICLE 11 WORKING CONDITIONS

### 11.01 Work Rules

1. All regular part-time custodians who perform duties during evening hours when school is in session may perform their assigned duties on the day shift on days school is not in session provided no activities are scheduled in their building that evening.

### 11.02 Evaluations

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

### 11.03 Reasonable Accommodation

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

### 11.04 Occupational Safety and Health (OSHA)

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

## ARTICLE 12 JOB SECURITY

### 12.01 Layoff / Recall Procedures

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

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

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

10. The employees' names shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

## ARTICLE 13 EMPLOYEE DISCIPLINE

### 13.01 Purpose

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

### 13.02 Procedure

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

### 13.03 Conference

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

### 13.04 Penalties

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

## ARTICLE 14 PERSONNEL RECORDS

### 14.01 Personnel Files

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

## ARTICLE 15 HOLIDAYS

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

1. Nine or Ten Month Employees: 9 holidays

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

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

1. Employees will be paid for the following holidays provided they have worked on the preceding and the following scheduled work days before and after such holidays.

2. Eleven or Twelve Month Employees: 11 holidays

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Day before Christmas
Good Friday		Christmas Day

### 15.03 Working on a Holiday

1. All work performed on any of the holidays listed below shall be paid at double time (2x) the regular rate or compensatory time.

- a. Christmas Day, Thanksgiving Day, New Year's Day, Labor Day, Memorial Day, Independence Day.

All work performed on other holidays listed above shall be paid at a rate of one and one-half (1 ½) regular pay.

## ARTICLE 16 VACATION

### 16.01 Eligibility

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

2. Employees deceased or terminated or being separated from employment shall, at the time of be paid the unused balance of his/her vacation days, with the final month of active employment being prorated. This shall be paid at their current daily rate.

16.02 Scheduling

1. Beginning July 1, 2004, vacation days indicated on the pay check will be the vacation days the employee can utilize during the current contract year.
2. Days will be accumulated for the following year but not shown on pay stubs.

**ARTICLE 17  
OTHER LEAVES**

17.01 Personal and / or Family Emergency Leave

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

A. Personal Leave

1. Three days of personal leave are available for all non-teaching employees for personal business which cannot be conducted outside of scheduled work hours, with the following restrictions:
  - a. At no time may an employee use a personal or other leave to work for financial compensation for himself/herself, or for another.
  - b. Personal leave is not accumulative from year to year.
  - c. Unless approved by the Superintendent, personal leave days cannot be taken:
    1. in conjunction with paid holidays.
    2. this section shall be uniformly administered to all bargaining unit employees.
    3. the superintendent will approve leave requests made under these rules except when approval would hinder school operations.
2. Each personal leave granted above shall be a day without question. The request for a personal leave day must be submitted at least three days in advance of the desired date of leave, if possible.
3.
  - a. Personal days not used will be reimbursed at the employees daily rate. (See Form)
  - b. Personal days for new employees in their first year shall be allowed as follows:
    1. Hired between July 1<sup>st</sup> and October 31<sup>st</sup> – three personal days
    2. Hired between November 1<sup>st</sup> and February 28<sup>th</sup>/29<sup>th</sup> – two personal days

3. Hired between March 1<sup>st</sup> and June 30<sup>th</sup> – one personal day

4. Employees may request Unpaid Personal leave (Dock Days) which the Superintendent may grant at his/her discretion.

B. Federal Family Leave Act

1. The Board will adhere to the regulations of the Federal Family Leave Act, but all use of sick leave and/or other leaves toward an incident covered by the Federal Family Leave Act will count toward the total accumulative days allowed.
2. Employees wishing to make use of the Federal Family Leave Act policy must so inform the Board of Education within the third (3<sup>rd</sup>) day of their absence and/or leave.

17.02 Sick Leave

1. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulative for the period of time that an employee works for the Board of Education. Sick leave used for absence due to illness or injury in the employee's immediate family must have a medical doctor's verification of the family members illness/injury if the absence exceeds four (4) consecutive days.
3. For the purpose of illness or injury, immediate family shall be defined as the employee's parent, spouse, child, grandchild, or any dependent living in the employee's household.
4. For the purpose of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandchild, grandparent, aunt, uncle, in-laws bearing any of these relationships, or any dependent living in the employee's household.
5. Sick leave shall be accumulated up to 220 days throughout the life of this agreement.
6. Employees deceased shall, at the time be paid the unused balance of his/her sick leave at (100%) of the value of his/her accrued but unused sick leave credit not to exceed one hundred (100) days total with the final month of active employment being prorated. This shall be paid at their current daily rate.

17.03 Assault Leave

1. Notwithstanding the provisions of O.R.C. 3319.141 (sick leave) the Board will adopt a policy of assault leave in compliance with the provisions of O.R.C. 3319.143. The policy will establish rules for the entitlement, crediting, and use of assault leave and the Board shall uniformly administer the policy for all employees. The policy will include the following provisions:
  - a. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment. The administration has the option of granting assault leave for emotional duress resulting from an assault.
  - b. Assaults arising from matters not related to Board employment (i.e., domestic quarrels, resisting arrest, etc.) do not qualify for assault leave regardless of where they occur.
  - c. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.

- d. The employee shall furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave. If medical attention is required, the employee shall also furnish a physician's certificate stating the nature of the disability and its duration. Falsification of either document is grounds for suspension or termination of employment under O.R.C. 3319.16.
- e. Employees remain on their Board full pay status during an assault leave until they qualify for service disability under our retirement program (State Employee's Retirement System) and/or Bureau of Worker's Compensation. Maximum time of assault leave will be determined by the State Employee's Retirement System Board or Bureau of Worker's Compensation and/or any appropriate court when the employee is placed on State Employee's Retirement System or Bureau of Worker's Compensation.
- f. A copy of the Assault Leave policy will be filed with the State Department of Education.
- g. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through Worker's Compensation or settlement of legal claims, the employee shall reimburse the Board for salary paid during the leave.

#### 17.04 Workers' Compensation Leave

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

#### 17.05 OAPSE Business Leave

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

#### 17.06 Maternity Leave

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

#### 17.07 Professional Development

1. The OAPSE Chapter and P-D-Y Board of Education believe that staff development is essential for professional growth. This growth can be encouraged by:
  - a. In-service meetings that are designed to meet interests and provide assistance in areas that need upgrading.
  - b. Attendance and participation in training workshops, seminars, OASBO, and NWOCA activities.
  - c. Advanced training opportunities related to classification.
  - d. Requests for professional development must be recommended by the appropriate supervisor and approved by the superintendent.
  - e. Registration expenses will be paid by the Board when approved as per 17.07, 1, d.

- f. Mileage and meal reimbursement may be considered and will be subject to approval. Estimates for mileage and meals must be stated on the application form.
- g. Expenses approved for above activities will be charged to the appropriate budget category.

## ARTICLE 18 INSURANCE / OTHER BENEFITS

### 18.01 Health & Dental Insurance

1. Effective 08/01/06 the Board will provide the Access Plus Health Care Plan as follows:

Single & Family Coverage  
Employees pay 5% of premium

2. Regular full-time employees are those regular employees working four and one half (4 ½) or more hours per day.
3. All present employees who do not work four and one half (4 ½) hours per day shall become eligible for above Board paid health insurance at such time his/her work schedule meets the four and one half (4 ½) hour requirement.
4. All OAPSE members will receive a one time insurance adjustment payment of \$275.00 per member on August 14, 2009.

### 18.02 Life Insurance

1. The Board agrees to provide a minimum \$30,000.00 term life insurance policy for each fulltime non-teaching employee. Employees working 3 and up to 6 hours would be entitled to a \$10,000.00 life insurance policy.

### 18.03 Insurance Waiver

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

### 18.04 Retirement

1. SERS "Pick-up"

#### RESOLUTION RETIREMENT "PICK-UP" NON-TEACHING #148-83

The Board shall designate each employee's mandatory contributions by the Board as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as picked up by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Employees Retirement System of Ohio increased thereby. In the event that there is a determination that the

foregoing adversely affects the qualified status under the Internal Revenue Code of the SERS retirement plan, this "pick-up" provision shall be null and void.

2. Severance Pay at Retirement

- a. A non-teaching employee who has been employed at least five (5) years by the Board, shall at retirement, be paid in cash for one half (1/2) of the value of his accrued but unused sick leave credit. The maximum payment which may be made under this section shall be for 75 days. Such payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.
- b. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee receives his/her first retirement check from the retirement system.
- c. If the individual wishes, this payment may be postponed to within the two (2) week period following January 1st.

**ARTICLE 19  
WAGES**

19.01 Association members hourly rate of pay will be the same in 2011-2012 school year as it was in the 2010-2011 school year. Upon the conclusion of this agreement, members will automatically retain their lost step during this 'step freeze'. Example, if a member is eligible to move from step 3 to step 4 during the life of this agreement, said member will be 'frozen' on step 3 until July 1, 2012 in which time said member will automatically move to step 4. However, there will be no loss of seniority with this 'step freeze'.

1. Jury Duty

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

2. Rate of Pay

- a. All employees shall be paid their regular rate when working in their regular classification regardless of location.
- b. If the majority of an employee's regular work assignment falls after 3:00 p.m., said employee shall receive an additional twenty (\$.20) cents per hour.

3. Employees Bidding to Another Classification

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

4. Employees Bidding Within Same Classification

- a. When an employee bids or transfers to a new position within the same classification or same department (i.e. Cook to Head Cook), their hourly rate will be based on the number of years of experience in the classification/department.
  - b. Employees promoted within the same classification (i.e. Cook/Server to Head Cook), will carry forward their years of service in order to determine their hourly rate.
5. The employee shall receive credit for years worked in a previously held classification for salary purposes only. (MOU dated 07/24/02)

19.02 Field Trip Rates

1. All athletic/field trips paid at a rate of \$11.33 an hour for 2006-2007, \$11.61 for 2007-2008, and \$11.90 for 2008-2009 with a minimum of two hours pay.

19.03 Longevity

1. Ten (10) years or more service - add to base salary for 12 month employees:

\$920.00

add to base salary for less than 12 month employees

\$ 600.00

2. Longevity to be paid in payroll at the end of the next fiscal year in one lump sum, or upon retirement. Upon retirement, the employee will receive their longevity pay for both previous year and pay for current year.

## ARTICLE 20 NEGOTIATION PROCEDURES

20.01 Notification

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

20.02 Caucus

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

20.03 Exchange of Information

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

20.04 Press Release

1. The purpose of this recognition is the mutual agreement that the parties will negotiate in "Good Faith" with regard to matters mutually agreed upon and will use professional and educational channels in reaching agreement. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived

stands. "Good Faith" requires that the Association and the Board be willing to react to each others proposals and that both parties recognize negotiations be a shared process. "Good Faith" does not imply that compromise is essential on any or all issues discussed, but only that both parties listen and react to each others proposals.

2. No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
3. News releases to the public media, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and content of the release.

#### 20.05 Reaching Agreement

1. As negotiated items are agreed upon, they shall be reduced to writing and initialled by the chief negotiator of each party. Such initialling shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
2. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form it shall be submitted to the Association and the Board for ratification and adoption.
3. Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.
4. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding by both parties. Said Agreement shall be signed by the Board representative and by the Association's representative.
5. Agreement shall be printed by the Pike-Delta-York Board of Education at Board cost.

#### 20.06 Resolving Differences

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

#### 20.07 Released Time for Bargaining

1. Meetings
  - a. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings as well as

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

## **ARTICLE 21 CUSTODIAL**

### 21.01 Special Information

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

## **ARTICLE 22 AIDES**

### 22.01 Special Information

1. Duties and schedules will be determined by the building principal/supervisor.
2. Aides/Paraprofessionals; Employer to pay costs of certificate.
3. Dispensing medication shall be the primary job of the school nurse. The employer agrees to provide training to employees that area dispensing medication other than the school nurse. Employees dispensing medication shall be indemnified from liability as long as employees are acting in good faith as provided by ORC 2744.04.
4. The Board agrees to register as a ParaPro Assessment testing center and allow employees time to be tested.

## **ARTICLE 23 SECRETARIAL**

### 23.01 Special Information

1. Extended time is computed on the basis of 20 days per month. Therefore, a secretary assigned 10 months would plan to work 10 days before the first day of school and 10 days after the last day of school, or 20 days on a different basis if necessary.
2. Principals will be encouraged to inform their secretaries of deadlines and important dates.
3. Reimbursement with prior approval from the Superintendent shall be made for cost of workshops and seminars in classes that area job related. Procedures outlined in Article 17.4 shall be followed.
4. Dispensing medication shall be the primary job of the school nurse. The employer agrees to provide training to employees that area dispensing medication other than the school nurse. Employees dispensing medication shall be indemnified from liability as long as employees are acting in good faith as provided by ORC 2744.04.

**ARTICLE 24  
UNIFORMS/TOOLS/PHYSICALS**

24.01 Uniforms

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

24.02 Tools Mechanic and Maintenance

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

24.03 Physicals

1. The Board agrees that any physical examination required for employment shall be paid for by the board and that the employee may use a school vehicle for transportation to and from the examination site. The employee will be reimbursed (1 ½) one and one-half hours pay at their regular rate.

**ARTICLE 25  
DURATION OF AGREEMENT**

24.01 Duration

1. The new agreement shall be for a two (2) year period from July 1, 2009 through June 30, 2011.

24.02 Amendments

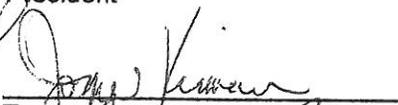
1. All wages and benefits are effective from July 1, 2009.

**SIGNATURE PAGE**

This agreement made and entered into this 11th day of September, 2006, by and between the Board of Education of the Pike-Delta-York Local Schools, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees (OAPSE) and its affiliate, the Ohio Association of Public School Employees, Chapter #660, hereinafter referred to as the "Association".

**BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

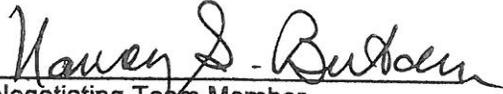
  
\_\_\_\_\_  
Treasurer

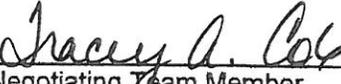
  
\_\_\_\_\_  
Superintendent

**OAPSE**

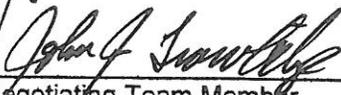
  
\_\_\_\_\_  
Chief Spokesperson

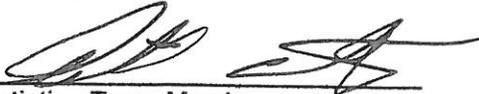
  
\_\_\_\_\_  
Chapter President

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

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

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

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

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

OAPSE Local 660

~~6-18-12 @ 5:30p~~  
7-18-12 @ 7:25p

Last, <sup>Second</sup> Best & Final Offer

- Add Step 6<sup>\*\*</sup> with 1% increase for all classifications
- Add Step 7<sup>\*\*</sup> with an additional 1% increase " "
- Head Cook = .60 \* each step shall also be added to grandfathered employees
- 2nd shift = .25 \* retroactive to 7-1-12
- Bd longevity proposal from 6-4-12
- \$25,000 of term life insurance for each OAPSE member
- Employee ~~premium~~ contribution towards premium ~~7%~~ effective 1-1-13
- Employee contribution towards premium ~~7%~~ 9% effective 1-1-14
- 2 year contract to expire 7-30-14
- \* make whole employees who had steps frozen in 2011-12 school year in the form of lump sum payment in first payment in July August 2012-13 - At actual step. (~~55~~)
- With this agreement OAPSE agrees to withdraw all outstanding proposals.
- Board will contribute \$950 per month for family plan and \$375 per month for single plan for Health Savings Plan.

X [Signature]

X [Signature]

X [Signature] 7/18/12

X [Signature]

X [Signature]

OAPSE and Its Local #660 Pike-Delta-York  
Second, Last, Best, and Final Offer  
July 18, 2012 @ 7:25pm

**Amendment to the Contract to expire on June 30, 2014**

*OAPSE and its Local #660 are in agreement with Pike-Delta-York School Board of Education to the following "Amendment" to the contract to expire on June 30, 2014:*

- Add Step 6 with 1% increase for all classifications \*each step shall also be added to grandfathered employees \*retroactive to 7-1-2012
- Add Step 7 with an additional 1% increase for all classifications \*each step shall also be added to grandfathered employees \*retroactive to 7-1-2012
- Head Cook = .60
- 2<sup>nd</sup> Shift = .25
- Board Longevity Proposal from June 4, 2012:
  - Longevity 10 or more years \$600.00  
Less than 12 month employee
  
  - Longevity 25 or more years \$750.00  
Less than 12 month employee
  
  - Longevity 10 or more year \$920.00  
12 month employee
  
  - Longevity 25 or more years \$1,100.00  
12 month employee
- \$25,000 of Term Life Insurance for each OAPSE Member
- Employee contribution towards Access + premium 7% effective January 1, 2013
- Employee contribution towards Access + premium 9% effective January 1, 2014
- 2 Year Contract to expire June 30, 2014
- Make whole employees who had steps frozen in 2011-12 school year in the form of lump sum payment in first payment in August. 2012-13 at actual step.
- With this agreement OAPSE agrees to withdraw all outstanding proposals
- Board will contribute \$950 per month for Family Plan and \$375 per month for Single plan for Health Savings Plan (HDHP)

Proposed Agreement  
OAPSE Chapter #660 and the PDY Board of Education  
July 18, 2012

Article 18 – Insurance and other Benefits

18.01 Health Insurance

1. The Board will make available NBEC Health Plan Access +1 to all full-time bargaining unit members (4.5 hours per day minimum). The bargaining unit member will pay 5% of the monthly premium from July 1, 2012 through December 31 2012. The bargaining unit member will pay 7% of the monthly premium from January 1, 2013 through December 31, 2013. The bargaining unit member will pay 9% of the monthly premium from January 1, 2014 through June 30, 2014.

2. On January 1, 2013 the board will offer the NBEC Health Plan – High Deductible Health Plan with a Health Savings Plan. The Board will contribute \$950 per month for a family plan and \$375 per month for a single plan. The Board will contribute two times (2X) the employee contribution to a Board maximum of \$1000 per year per employee for the HSP option in a family plan and up to \$500 for a single plan.

18.02 Dental and Vision Insurance

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

18.03 Life Insurance

1. The Board will provide \$25,000 of term life insurance of each bargaining unit member.

18.04 Insurance Waiver

1. (No change)

18.05 Retirement

1. (No Change)

19. Article 19 Wages

1. Bargaining Unit Wage Schedule – Effective 7-1-2012

Experience	Custodial Maintenance	Mechanic	Food Service	Aide	Secretaries	Bus Driver
0	14.41	18.01	11.33	12.36	13.23 12.36	13.93
1	15.12	18.79	11.52	12.60	13.55	14.57
2	15.51	19.23	11.65	12.86	13.88	15.24
3	15.81	19.58	11.92	13.14	14.16	15.88
4	16.24	20.09	12.12	13.39	14.44	16.55
5	16.61	20.54	12.46	13.72	14.79	17.37
6	16.78	20.75	12.58	13.86	14.94	17.54
Effective 7-1-2013						
7	16.95	20.96	12.71	14.00	15.09	17.72

\*Employees who were frozen on a step from 7-1-2010 will be put on the step that recognizes their actual experience for 7-1-2012.

Grandfathered 7-1-12	21.56	13.50
Grandfathered 7-1-13	21.78	13.64

Custodian	2 <sup>nd</sup> Shift Premium	0.25
Head Cook	Premium	0.60
Sweeper Rate		11.00

Longevity – 10 or more years	600.00
Less than 12 month employee	

Longevity – 25 or more years	750.00
Less than 12 month employee	

Longevity – 10 or more years	920.00
12 month employee	

Longevity – 25 or more years	1100.00
12 month employee	

Article 25 – Duration of Agreement

25.01 Duration

1. This agreement shall be for two (2) years, from July 1, 2012 through June 30, 2014.

P-D-Y SCHOOLS HOURLY EMPLOYEES  
2009-10  
Effective July 1, 2009

Experience	Maintenance Custodial	Mechanic	Food Service (hired after 7/1/95)	Aides	Secretaries
0	14.13	17.66	11.11	12.12	12.97
1	14.82	18.43	11.30	12.35	13.29
2	15.21	18.86	11.43	12.61	13.61
3	15.50	19.20	11.69	12.89	13.88
4	15.92	19.70	11.89	13.13	14.16
5	16.28	20.14	12.22	13.45	14.50
Grandfathered		20.93	13.11		
Cust-2nd Shift	\$0.20				
Head Cooks-add'l premium			\$0.50		
Sweeper Rate	10.60				

**BUS ROUTE SALARIES**

Annual Salary (180 days + 9 holidays)

Routes	0 yr.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
1 route	3,871	4,049	4,235	4,413	4,600	4,827
2 routes	7,743	8,098	8,471	8,827	9,200	9,655
3 routes	11,614	12,146	12,707	13,240	13,800	14,482
4 routes	15,485	16,195	16,943	17,653	18,401	19,310
5 routes	19,356	20,244	21,178	22,066	23,001	24,137
Hourly Rate based on Bus Route Salaries	13.65	14.28	14.94	15.57	16.23	17.03

Longevity 10 yrs. \$ 600.00  
9 mo. employee

Longevity  
10 Years - \$ 920.00  
12 month  
employee

Experience	Maintenance Custodial	Mechanic	Food Service (hired after 7/1/95)	Aides	Secretaries
0	1.0000	1.0000	1.0000	1.0000	1.0000
1	1.0490	1.0435	1.0168	1.0190	1.0246
2	1.0762	1.0678	1.0287	1.0408	1.0491
3	1.0972	1.0871	1.0524	1.0635	1.0703
4	1.1267	1.1157	1.0702	1.0834	1.0914
5	1.1524	1.1405	1.0998	1.1097	1.1177
Grandfathered		1.1853	1.1798		
Cust-2nd Shift	\$0.20				
Head Cooks-add'l premium			\$0.50		
Sweeper Rate	0.75				

Routes	0 yr.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
1 route	1.0000	1.0459	1.0942	1.1401	1.1883	1.2471
2 routes	2.0003	2.0919	2.1883	2.2802	2.3766	2.4942
3 routes	3.0003	3.1378	3.2827	3.4203	3.5649	3.7412
4 routes	4.0003	4.1837	4.3769	4.5603	4.7535	4.9883
5 routes	5.0003	5.2297	5.4710	5.7004	5.9418	6.2354

Non-Certified

Pike-Delta-York

P-D-Y SCHOOLS HOURLY EMPLOYEES  
2010-2011 and 2011-2012  
Effective July 1, 2010

Experience	Maintenance Custodial	Mechanic	Food Service (hired after 7/1/95)	Aides	Secretaries
0	14.41	18.01	11.33	12.36	13.23
1	15.12	18.79	11.52	12.60	13.55
2	15.51	19.23	11.65	12.86	13.88
3	15.81	19.58	11.92	13.14	14.16
4	16.24	20.09	12.12	13.39	14.44
5	16.61	20.54	12.46	13.72	14.79
Grandfathered		21.35	13.37		
Cust-2nd Shift	\$0.20				
Head Cooks-add'l premium			\$0.50		
Sweeper Rate	10.81				

**BUS ROUTE SALARIES**

Annual Salary (180 days + 9 holidays)

Routes	0 yr.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
1 route	3,948	4,129	4,320	4,501	4,691	4,923
2 routes	7,897	8,259	8,639	9,002	9,383	9,847
3 routes	11,845	12,388	12,960	13,503	14,074	14,770
4 routes	15,793	16,517	17,280	18,004	18,767	19,694
5 routes	19,741	20,647	21,600	22,505	23,458	24,617

Hourly Rate based on Bus Route Salaries

	13.93	14.57	15.24	15.88	16.55	17.37
--	-------	-------	-------	-------	-------	-------

Longevity 10 yrs. \$ 600.00  
9 mo. employee

Longevity  
10 Years - \$ 920.00  
12 month  
employee

Experience	Maintenance Custodial	Mechanic	Food Service (hired after 7/1/95)	Aides	Secretaries
0	1.0000	1.0000	1.0000	1.0000	1.0000
1	1.0490	1.0435	1.0168	1.0190	1.0246
2	1.0762	1.0678	1.0287	1.0408	1.0491
3	1.0972	1.0871	1.0524	1.0635	1.0703
4	1.1267	1.1157	1.0702	1.0834	1.0914
5	1.1524	1.1405	1.0998	1.1097	1.1177
Grandfathered		1.1853	1.1798		
Cust-2nd Shift	\$0.20				
Head Cooks-add'l premium			\$0.50		
Sweeper Rate	0.75				

Routes	0 yr.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
1 route	1.0000	1.0459	1.0942	1.1401	1.1883	1.2471
2 routes	2.0003	2.0919	2.1883	2.2802	2.3766	2.4942
3 routes	3.0003	3.1378	3.2827	3.4203	3.5649	3.7412
4 routes	4.0003	4.1837	4.3769	4.5603	4.7535	4.9883
5 routes	5.0003	5.2297	5.4710	5.7004	5.9418	6.2354

# PDY School Calendar 2009-2010

<b>August</b>					<b>September</b>					<b>October</b>				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7		1	2	3	4				1	2
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9
17			20	21	14	15	16	17	18	12	13	14	15	16
24	25	26	27	28	21	22	23	24	25	19	20	21	22	23
31					28	29	30			26	27	28	29	30
Teacher work day 18th					Sept. 7 Labor Day					21 days				
Students begin 19th					Sept. 8 Junior Fair Day					1st Qtr ends Oct 16 (41 days)				
9 days					20 days					Oct. 23 No School				
<b>November</b>					<b>December</b>					<b>January</b>				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6		1	2	3	4					1
9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
30					28	29	30	31		25	26	27	28	29
19 days					Dec. 23 - Jan 1 Christmas Break					19 days				
Nov. 26-27 Thanksgiving					16 days					Jan. 16 MLK Day				
					2nd Qtr Ends Dec 22 (44 days)									
					1st Semester ends Dec 22 (85 days)									
<b>February</b>					<b>March</b>					<b>April</b>				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5	1	2	3	4	5				1	2
8	9	10	11	12	8	9	10	11	12	5	6	7	8	9
15	16	17	18	19	15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	22	23	24	25	26	19	20	21	22	23
19 days					29					30	31			
Feb. 15 Presidents' day					22 days					18 days				
					3rd Qtr ends Mar 11th (47 days)					Apr. 1 - 6 Spring break				
					Mar 12 No school									
<b>May</b>					<b>June</b>					<b>July</b>				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7		1	2	3	4				1	2
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20		14	15	16	17	18	12	13	14	15	16
	25	26	27	28	21	22	23	24	25	19	20	21	22	23
15 days					28					29	30			
4th Qtr ends May 21 ( 46 days)					Last day students May 21									
2nd Sem. Ends (93 days)					Teacher work day May 24									
					Calamity make up April 6, 5, May 24, 25, 26									
Commencement May 23														
										Total instructional days 178				

DATE TODAY \_\_\_\_\_ TEACHER/EMPLOYEE'S NAME \_\_\_\_\_

## Pike-Delta-York PERSONAL LEAVE REQUEST

- Personal Leaves will be granted for reasons related to legal, medical or personal matters not covered by other Board policies.
- At no time may an employee use professional, personal or other leave to work for financial compensation for him or herself or for another.
- Personal Leave is not accumulative from year to year.
- Further details regarding use of Personal Leave will be found in your P.D.Y.E.A./ O.A.P.S.E. Agreement.

DATE REQUESTED FOR PERSONAL LEAVE \_\_\_\_\_

(Check One) ALL DAY: \_\_\_\_\_ HALF DAY: From \_\_\_\_\_ To \_\_\_\_\_

REASON FOR LEAVE (may be omitted) \_\_\_\_\_  
\_\_\_\_\_

APPROVAL OF PRINCIPAL/SUPERVISOR \_\_\_\_\_

Date

APPROVAL OF SUPERINTENDENT \_\_\_\_\_

Date

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_

PROFESSIONAL LEAVE MEETING APPLICATION  
PIKE-DELTA-YORK LOCAL SCHOOLS

APPLICANT'S NAME \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_

TYPE OF CLINIC \_\_\_\_\_

WHEN \_\_\_\_\_

WHERE \_\_\_\_\_

\*\*\*PURPOSE \_\_\_\_\_

ARE YOU DRIVING ALONE \_\_\_\_\_

IF NOT, WILL YOU SHARE MILEAGE EXPENSES - YES \_\_\_\_\_ NO \_\_\_\_\_

ROUND TRIP MILEAGE \_\_\_\_\_

COST OF REGISTRATION \_\_\_\_\_

\*LODGING NEEDS \_\_\_\_\_

\*ACTUAL NUMBER OF MEALS INVOLVED \_\_\_\_\_

SUBSTITUTE NEEDED - YES / NO \_\_\_\_\_

PRINCIPAL'S ESTIMATE OF COST \_\_\_\_\_

PRINCIPAL'S RECOMMENDATION \_\_\_\_\_

SUPERINTENDENT'S APPROVAL \_\_\_\_\_

\* Maximum costs per day allowed per person for meals will be \$15. Itemized bills are required for all costs requested.

\*\* Certificated staff maximum costs per day allowed per person for lodging will be \$60. Itemized bills are required for all costs requested.

\*\*\* Reminder - Local professional growth activity proposal form (LPDC) should also be filled out if you wish this activity to be used toward re-certification requirements.

Name \_\_\_\_\_

## PIKE-DELTA-YORK LOCAL SCHOOLS

### VACATION REQUEST FORM

Date \_\_\_\_\_

I, \_\_\_\_\_, request the following date(s) off  
as vacation days:

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

Check one:    All Day \_\_\_\_\_    Half Day in A.M. \_\_\_\_\_ or P.M. \_\_\_\_\_

Approval of Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Approval of Superintendent \_\_\_\_\_

Date \_\_\_\_\_

PIKE-DELTA-YORK LOCAL SCHOOLS

Report of Absence

This form must be completed, in full, for every absence:

Name \_\_\_\_\_

Date \_\_\_\_\_

Date(s) of Absence \_\_\_\_\_

Reason for Absence:

SICK LEAVE

PROFESSIONAL LEAVE

No. of Days \_\_\_\_\_

No. of Days \_\_\_\_\_

- \_\_\_\_\_ Personal Illness
- \_\_\_\_\_ Illness in Immediate Family
- \_\_\_\_\_ Relationship \_\_\_\_\_
- \_\_\_\_\_ Death/Funeral in Immediate Family
- \_\_\_\_\_ Relationship \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

If medical attention was required, please complete:

PERSONAL LEAVE

No. of Days \_\_\_\_\_

Date Approved \_\_\_\_\_

\_\_\_\_\_ Name of Physician \_\_\_\_\_ Date Consulted \_\_\_\_\_

OTHER REASONS

No. of Days \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_ Address of Physician \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_

-----  
Name of Absent Employee \_\_\_\_\_

Substitute(s) Used:

Person(s)	Dates	Total Days	Pay Rate	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_  
Principal

PERSONAL LEAVE REIMBURSEMENT

2008-2009

Non-teaching employees who elect not to use the three personal leave days, as agreed to in Article 17, Section A, may be reimbursed for the days or half-days not used.

Reimbursement will be at the employee's daily rate.

\_\_\_\_\_  
Employee

Days personal leave taken: \_\_\_\_\_

Personal days not used: \_\_\_\_\_ times daily rate of \_\_\_\_\_ = \_\_\_\_\_

As indicated above, you will be reimbursed the amount as shown. If this information does not match your records, please notify the treasurer's office. Reimbursement will be included in your payroll check dated June 19, 2009.

**PIKE-DELTA-YORK LOCAL SCHOOLS  
DELTA, OHIO**

Casual Labor Hourly or Daily

I, \_\_\_\_\_, worked the following hours/days (give nature of work) \_\_\_\_\_

Date	Hours		Total	Date	Hours		Total
	From	To			From	To	

Total Hours/Days \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Doing Work

Certified by

\_\_\_\_\_  
Person in Charge of Work Done

To be completed by Treasurer

\_\_\_\_\_ @ \_\_\_\_\_ per hour/day = \_\_\_\_\_



APPENDIX B

GRIEVANCE REPORT FORM

Step II, III, and IV

\_\_\_\_\_  
Name of Grievant # \_\_\_\_\_ Grievance No.

\_\_\_\_\_  
Building

\_\_\_\_\_  
Classification

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

B. Statement of grievance: Contract Article: \_\_\_\_\_ Page No. \_\_\_\_\_

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

C. Relief sought: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant Date

D. Date received by administrator/supervisor: \_\_\_\_\_

E. Disposition by administrator/supervisor: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Admin./Superv. Date

\*This form is to be submitted at Step II, III, and IV of the grievance. A letter must accompany this form after Step I to request what is desired at Steps II, III, or IV.

**ACCIDENT REPORT FORM**

INDIVIDUAL'S NAME: \_\_\_\_\_ DEPT. \_\_\_\_\_

ON PREMISES FOR: \_\_\_\_\_

DATE & TIME INJURED: \_\_\_\_\_ AM \_\_\_\_\_ PM DATE & TIME REPORTED: \_\_\_\_\_ AM \_\_\_\_\_ PM

NATURE OF INJURY: \_\_\_\_\_

HOSPITAL OR DOCTOR TREATMENT REQUIRED: YES or NO \_\_\_\_\_

INJURED INDIVIDUAL'S HAND WRITTEN DESCRIPTION OF ACCIDENT: \_\_\_\_\_

ACCIDENT WITNESSES: \_\_\_\_\_

WERE GUARDS, PROTECTIVE CLOTHING, & EQUIPMENT BEING USED: YES or NO \_\_\_\_\_

WHAT CONDITIONS OR CIRCUMSTANCES MADE THIS ACCIDENT POSSIBLE: \_\_\_\_\_

WHAT ACTION HAS BEEN (OR WILL BE) TAKEN TO PREVENT SIMILAR ACCIDENTS: \_\_\_\_\_

PLEASE ATTACH WITNESSES HANDWRITTEN DESCRIPTION OF ACCIDENT IF DEEMED NECESSARY.

INJURED INDIVIDUAL'S SIGNATURE: \_\_\_\_\_

REPORT TAKER'S SIGNATURE & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PLEASE RETURN COMPLETED FORM TO OFFICE OF THE TREASURER**