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# **Negotiated Agreement**

**Between**

**The Ohio Association of Public School Employees  
Local #341**

**and**

**The Perkins Local Schools  
Board of Education**

**July 1, 2013**

**To**

**June 30, 2016**

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## ARTICLE I

### *PREAMBLE*

- 1.01** This Agreement entered into by the Perkins Board of Education, Erie County, Ohio, hereinafter referred to as the "Employer" and the Ohio Association of Public School Employees, American Federation of State, County and Municipal Employees, AFL- CIO, hereinafter referred to as the "Union"; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

## ARTICLE II

### *PLEDGE AGAINST DISCRIMINATION AND COERCION*

- 2.01** The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, job classification, political opinions or affiliation.
- 2.02** The Employer, employees, and the Union agree not to interfere with rights of employees to become members or non-members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives, the employees or the Union against any legal employee activity or employees acting in an official capacity on behalf of the Union and or the employer.

## ARTICLE III

### *RECOGNITION*

- 3.01** Union  
The Perkins Local School Board recognizes the Ohio Association of Public School Employees/American Federation of State, City and Municipal Employees, AFL-CIO, as the sole and exclusive representative of the classified employees of the Perkins Local School Board, for the duration of this Agreement.
- 3.02** Board  
The Board is recognized as the locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the board is guided in this matter by existing and revised laws of the State of Ohio.
- The Union agrees that the functions, rights, powers, responsibilities, and authority of the board in regard to the management of the work force and the operation of the district shall remain exclusively those of the Board unless specifically limited or modified by an express provision or term of this Contract.
- 3.03** Positions Excluded  
Positions specifically excluded from the bargaining unit shall be:
- A. Management Level Employees with K-12 Responsibilities
  - B. Supervisors & Directors
  - C. Payroll & Budgetary Clerks

- D. Secretaries in Superintendent's office and EMIS secretary.
- E. Temporary summer help
- F. Lay Coaches
- G. Student workers
- H. Substitute classified employees
- I. Technology Repair Technicians
- J. School Nurses

**3.04** The position(s) of Maintenance/Building and Grounds Supervisor, Food Service Supervisor, and Transportation Supervisor may perform tasks in their area of responsibility for the following reasons:

- A. Any jobs that will reduce high workloads of the bargaining unit positions and do not lessen the standard working hours of bargaining unit employees.
- B. Assist with tasks during emergency situations.
- C. Assist a bargaining unit member when two people are needed and additional qualified assistance is not available.
- D. Perform tasks that require a level of technical knowledge not possessed by the bargaining unit member.
  - 1. This could also be utilized as an educational situation for the bargaining unit member.
- E. To minimize overtime hours required of bargaining unit members.
- F. Supervisors may not perform tasks to create a situation that would allow the abolishment of a bargaining unit position.

## **ARTICLE IV**

### ***NO STRIKE NO LOCKOUT***

**4.01** During the term of this contract, the Union will not strike. During the term of this Agreement the Board will not lock out or prevent the bargaining unit from working. In the event of a PEA strike, all OAPSE employees shall perform their duties per the job descriptions as approved by the board and shall not be required to perform tasks typically assigned to PEA members.

## **ARTICLE V**

### ***NEGOTIATIONS***

**5.01** Either the Association or the Board of Education may initiate negotiations in the year of contract expiration by letter of submission forwarded to the other party during the month of April, outlining their intent to bargain as defined in Chapter 4117. O.R.C.

**5.02** A. Within ten (10) working days of transmittal of said submission letter, or at a date mutually agreed to by the parties later than 10 days, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives; the bargaining unit shall have a representative from each department.

- B. Each party shall pay its own expenses pertinent to any representations or witnesses, and any expenses incurred in preparation for negotiating.
  - C. Resource persons may be present by mutual consent of both parties.
  - D. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:
    - 1) the time, date, and place of the next meeting;
    - 2) the agenda for the meeting in session;
    - 3) the time of the meetings should be approximately two hours unless otherwise agreed.
  - E. As negotiated items are tentatively agreed upon, each shall be initialed by each party.
  - F. When a contract has been reached by both parties, the tentative contract will be submitted to the Association for ratification. The ratified contract must be returned to the Board by the Association. The Board will at its next meeting approve or disapprove the contract by appropriate motion.
- 5.03** If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
- 5.04** The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.
- 5.05** If a contract has not been reached within ninety (90) workdays after the expiration of this Agreement, or within ninety (90) workdays of the arrival of the Federal Mediator, whichever is later, the parties shall be deemed to have reached ultimate impasse, unless mutually extended by the parties.

## ARTICLE VI

### *SUB CONTRACTING*

- 6.01** The use of an outside contractor to perform the work usually performed by the bargaining unit shall be a mandatory subject of bargaining pursuant to O.R.C. 4117.08.

## ARTICLE VII

### *DISCRIMINATION*

- 7.01** No Discrimination  
No employee shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation.
- 7.02** The Board of Education will pay for all OAPSE members' BCI checks.

## **ARTICLE VIII**

### ***DRUG-FREE ENVIRONMENT***

- 8.01** Employees agree that it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the Perkins Local School District and understand that disciplinary actions will be taken against employees for violation of such prohibition, which may include termination.

## **ARTICLE IX**

### ***ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION***

- 9.01** OAPSE shall have the right to use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. The Association shall be responsible for any additional custodial cost involved in the use of the building (i.e. cleanup, overtime).
- 9.02** To use Board of Education-owned equipment including calculators, computers, printers, copiers, public address equipment, and audio-visual equipment at times, which do not interfere with the operation of the school system. Building Administrator shall be notified prior to the use of Board-owned equipment. Any expendable supplies, such as paper and envelopes, will be supplied by the Association.
- 9.03** Board of Education agenda, minutes and financial reports will be posted online and made accessible to all OAPSE employees. The Board will provide access to a computer and printer in media center of each building for OAPSE employee use.
- 9.04** Upon request to the Superintendent, a place on the agenda of all regular Board of Education meetings shall be used by the Association to communicate with the board.
- 9.05** The OAPSE President shall be supplied a complete seniority roster of all bargaining unit employees on the effective date of this agreement and by June 10<sup>th</sup> every year thereafter.
- 9.06** International Union or Field Representative will be recognized by the Employer as Union representatives and shall be permitted access to the Employer's premises. The appropriate supervisor must be notified and meetings must take place on non-work hours.
- 9.07** The Union shall provide annually to the Employer or his designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:
- A. Name
  - B. Address and preferred email address
  - C. Primary Phone Number
  - D. Union office held
- 9.08** The Employer shall recognize one (1) building representative at each building.
- 9.09** The Employer agrees that up to thirty (30) minutes per election shall be authorized for the purpose of conducting Union elections on the Employer's premises. These union elections are to be held during uncompensated periods, i.e., before the start of the shift, during lunch

breaks, or following the completion of the shift.

- 9.10** Association leadership at their discretion may use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars. When using the mail system, the Association shall place its materials in Association envelopes clearly marked OAPSE.
- 9.11** Association leadership at their discretion may use bulletin boards in employees' lounges or workrooms to disseminate information to members. Bulletin boards and/or mail service shall not be used for the distribution of campaign materials for individuals seeking public office.
- 9.12** Association leadership at their discretion may use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board of Education by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.
- 9.13** Association representatives at their discretion may call meetings of Association members within the building outside normal working hours.
- 9.14** The President of the Association or his/her designated official may visit schools with prior notification of appropriate building principal and/or supervisor. Upon his/her arrival he/she shall notify the supervisor of his/her presence. Visits that are made to discuss special problems of employees must be arranged mutually in advance with the supervisor. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.
- 9.15** The Employer shall provide bulletin boards, approximately 3 feet by 4 feet, for the union in each work area. The union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to authorized union activities on such boards.

## **ARTICLE X**

### ***LABOR/MANAGEMENT COMMITTEE***

- 10.01** Upon request of either the President of the Association or the Superintendent of Schools, the Superintendent shall meet once each month or at intervals mutually agreed upon by the members of the committee during the months of October through May, with a committee designated by the President and the Superintendent to discuss professional and personnel matters that may be of interest to all parties. The President shall appoint five members, and the OAPSE Field Rep., to the committee in addition to himself/herself with only one member from each building. The Superintendent shall appoint up to four members to the committee, in addition to himself/herself. The purpose of this committee shall be to maintain lines of communication between the Association and the Superintendent. No release of information discussed at these meetings will be shared with the media without a mutual initialed agreement.

## **ARTICLE XI**

### ***CALENDAR COMMITTEE***

- 11.01** A committee of four (4) classified employees appointed by the Association President shall meet with other employees and administrators to draw up three (3) proposed school calendars for the school year under consideration.

## **ARTICLE XII**

### ***EMPLOYMENT CONTRACTS***

- 12.01** Regular non-teaching school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment, which shall be for a period of not more than one year. If such employees are rehired, their subsequent contract shall be for a period of one year, or two years, or continuing, at the discretion of the Board. Any employee whose subsequent contract was a one-year contract, if rehired, shall receive another one-year contract before being eligible for continuing contract status. A year of contractual status will require a minimum of 120 days of employment.
- 12.02** By November 1<sup>st</sup>, employees shall receive a print out of medical benefits, life insurance benefits, 403B, and any other benefits of employment.

## **ARTICLE XIII**

### ***MEETINGS AND IN-SERVICE TRAINING***

- 13.01** The school system will provide a plan of meetings and in-service training sessions throughout the year. Each employee is expected to attend and to actively participate in these meetings.
- 13.02** Workshops and meetings initiated by the school administration shall be held during regular working hours. If they are held during other than regular working hours-attendance shall be at the discretion of the employee and employees attending such meetings shall be paid 1-½ times their regular pay for the time spent if over 40 hours per week. This does not include brief meetings called by the school administration for the purpose of making announcements or discussing matters of mutual concern, provided such meetings are less than thirty (30) minutes duration and there are no more than nine such meetings each school year. Workshops, seminars, or similar training meetings, which are required by State or federal authorities shall be attended by all affected employees. Such required meetings held other than during regular working hours shall be with pay.
- 13.03** In the event school is in session on the OAPSE District Day scheduled for the area Chapter #341, two (2) employees selected by the President shall be allowed to attend. The President shall consult with the administration to prevent disruption of normal school activities.
- 13.04** OAPSE Chapter #341 members will be granted one hour leave time of regular contracted time on the staff day preceding the opening of school to hold a general meeting. An area to hold the meeting will be mutually arranged between the administration and the OAPSE President.

- 13.05** The OAPSE President will be allotted time to conduct necessary OAPSE business during the regular workday, with the approval of the Superintendent as long as such OAPSE business does not interfere with the regularly assigned duties of the OAPSE president. OAPSE business should be conducted outside the regular working hours of individually affected employees whenever possible.

## **ARTICLE XIV**

### ***TRAVEL EXPENSE REIMBURSEMENTS***

- 14.01** The Board of Education shall provide a Professional Development fund for OAPSE members.
- 14.02** Requests  
Trip requests for professional meetings must be submitted and approved by one's Supervisor and the Superintendent three (3) calendar weeks prior to the date of the meeting on the appropriate leave form, complete with estimated expenses and a copy of the planned meeting agenda.
- 14.03** Payment  
Applicant must first pay all costs of all trips out of his/her personal funds. Forms will be made out by the applicant and forwarded to the supervisor/principal and will be the basis of the supervisor's/principal's requisition. Reimbursement will be made on the basis of an approved requisition made out by the superintendent/supervisor/principal, and forwarded to the Treasurer. Reimbursements need to be submitted within three (3) calendar weeks of the event.
- 14.04** Expense Reimbursement  
Reimbursements will be forwarded to the applicant within three (3) calendar weeks providing all documentation has been received.
- 14.05** Mileage Rate  
Reimbursement for use of private cars for school business or for transportation to educational meetings shall be reimbursed at the IRS rate in effect on July 1st of each year.

## **ARTICLE XV**

### ***DUES DEDUCTIONS***

- 15.01** The Board agrees to deduct Association dues for every bargaining unit employee 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.
- 15.02** Deduction for dues will be made from September through May for each bargaining unit employee unless written notice is provided to the Treasurer of the Perkins Board of Education from the President of OAPSE Chapter #341 that dues have been paid directly to the Association by the employee.
- 15.03** The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

- A. Deductions of fees may be authorized for payroll deduction to the Treasurer of the Perkins Board of Education by the employee in writing for the following items.
1. Health Insurance
  2. Savings Bonds
  3. Annuities
  4. Credit Union
  5. Life Insurance
  6. SERS Retirement Buyback (If allowed by SERS)
  7. PEOPLE
  8. OAPSE Union Dues (or Fair Share Fee)
  9. United Way
  10. Section 125 Plans
  11. 403B Retirement Accounts
  12. All other mutually agreed to items.
- B. Regular prescribed deductions will be made for Federal Withholding Tax, Medicare for new hires, State, and City Tax, and any court ordered child support and/or alimony payments required to be sent directly to the court.
- C. In the event an employee claims a shortage in his/her pay because of administrative error, he/she should bring the matter to the attention of their supervisor. The claim shall be investigated promptly to determine if the claim is valid. If it is established that there is a shortage, it will be corrected in the next paycheck. In the event that an employee is over-paid because of an administrative error, the over-payment shall be deducted evenly over the remaining payrolls in the contract year in which the overpayment occurred in no less than one (1) hour increments unless payment is less than one (1) hour.

## ARTICLE XVI

### *FAIR SHARE FEE*

- 16.01** Sixty (60) days (probationary period) following the beginning of initial employment, and all employees currently in the bargaining unit who are not members of the union shall pay to the union a fair share fee as a condition of employment with the Board. 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 Board of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. 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 Board to the union in the same manner except that written authorization for deductions of fair share fees is not required.
- 16.02** If an employee has a religious belief that precludes him/her from joining a Union, the employee must petition SERB to rule on his/her status. This shall be done in accordance with O.R.C. 4117.09(C).
- 16.03** In the event that an employee objects to the deduction of fair share fees, the employee may file a written objection with both the Board and the union within fifteen (15) calendar days after the fair share fee was first deducted from the employee's paycheck.

After an objection is filed the union shall place ten (10%) percent of the fair share fee collected from the objecting employee in an interest bearing escrow account. This procedure shall continue pending the exhaustion of the union's internal rebate procedure and any determination by the State Employment Relations Board pursuant to O.R.C. 4117.09(C). The union agrees not to use the funds in the interest bearing escrow account pending final resolution by the State Employee Relations Board.

- 16.04** Other than to make the deduction provided herein and to remit the same to the union, the Board assumes no financial obligation arising out of the provisions of this Article. The union agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board pursuant to this Article.

## **ARTICLE XVII**

### ***JOB DESCRIPTION AND GENERAL DUTIES***

- 17.01** Employees of the bargaining unit will be provided at the beginning of employment a specific job description, which has been prepared for every classified position within the school district. This description includes the qualifications desired for employment as well as the duties. These descriptions may be revised. The local president shall be notified of any changes or proposed changes before implementations or adoptions. When changes occur, employees will be provided with updated job descriptions.
- 17.02** Job Descriptions  
The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement. The appropriate supervisor shall conduct an orientation meeting per Board Policy providing the new bargaining unit employee with payroll, insurance benefits, 403B and any other pertinent information.
- 17.03** All employees will be aware of and comply with all rules, regulations, Board policies and guidelines set forth in the Departmental handbooks as approved by the Board of Education.

## **ARTICLE XVIII**

### ***TRANSFERS, JOB POSTING AND BIDDING PROCEDURES***

- 18.01**
- A. When the Board of Education or its designee determines a vacancy exists or a new job is created, a job notice shall be posted within ten (10) working days by the Employer in each building on the OAPSE bulletin board. This notice shall be posted for a minimum of five (5) workdays. A copy of the job posting shall be sent to the OAPSE Local President.
  - B. The Employer shall within five (5) working days of the closing of a job posting begin the interview process.
  - C. All interviews shall be conducted and completed within ten (10) working days of the beginning of the interview process.

- D. All job vacancies or new job positions shall be awarded and filled within ten (10) working days of the completion of the interview process.
- E. When a vacancy or a new job position occurs in the summer months, the job posting will be extended an additional five (5) working days (10 days total for summer months only). A notice of the job posting shall be sent to the OAPSE Local President and to all employees not working during the summer months either through the mail, or through the use of the district's instant messaging system.
- 18.02** The job notice shall specify the title of the position, the normally assigned days, hours, shift, pay classification, and the final date for receipt of applications. If the vacancy is for a bus driver position, the job notice must also include the specific route.
- 18.03** Employees will be allowed five (5) workdays to place bids to fill vacancies.
- 18.04** If all qualifications are met for a vacant position, then seniority shall be the determining factor.
- 18.05** The Administration maintains the right to transfer employees. A reason will be given when an employee is transferred administratively. If an employee is transferred administratively to another category/classification or within the same category/classification from one building to another, the current hourly rate or the hourly rate of the new category/classification, whichever is higher, will be used. If the current rate is higher than the new category/classification, that level will be maintained until the new category/classification's pay rate rises to that current pay rate. This will keep from having a pay reduction occur.
- 18.06** In making appointments, current bargaining unit employees of the Board of Education will be considered before new employees are appointed.
- 18.07** No employee will be permitted to hold two jobs where the hours of employment conflict, or could conflict on days with special schedules (i.e. two hour delays). Any current employee, as of February 1, 2011 holding two jobs will be permitted to continue in both positions (Grandfather Clause).
- 18.08** The Union President will be notified of employment changes prior to Board action.
- 18.09** The employer retains the right to abolish any position that it determines is no longer needed to operate the educational program of the district. If a position is abolished, the Administration will meet with the Association President to explain the reasons prior to abolishment.
- 18.10** The employee selected for a posted vacancy or a new employee hired for a posted vacancy will be given a maximum ninety (90) workday probationary period in which to prove their ability, skill, dependability, cooperation, etc. Upon completion of or prior to the 90th workday, said employee or new hire shall be notified in writing of the recommendation to hire or not hire by the Supervisor.

In the event the employee does not qualify, a reason will be provided and the employee returned to his/her previous position. In the event of a new hire, if he/she does not qualify by the end of the ninety (90) workday probationary period, no limited contract will be issued.

## ARTICLE XIX

### *SENIORITY*

#### **19.01**

- A. Seniority shall be an employee's uninterrupted length of continuous service with the Employer.
- B. Definitions:
  - Category – A general group to identify a pay column on the hourly rate schedule.
  - Classification – A specific job title within a category.
- C. Job classification seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent day of entry into such job classification. Job classification seniority shall be used to bid job openings within a particular classification area of seniority and to determine layoffs and recalls.

**19.02** Within thirty (30) days after the signing of the Agreement, the Employer shall provide the Union with a copy of a current seniority list. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall contain, in order of seniority, names and dates of hire of each employee.

**19.03** Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is terminated or non-renewed.
- C. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sends the employee notice by registered mail (to the employee's last known address as shown in the employer's records).

**19.04** Seniority shall be computed from the first day the employee is granted regular employment by the Board.

Regular employment begins on the date the employee first works in the position they are hired for as members of the bargaining unit. In certain circumstances, this date may be before the Board hires the employee at a Board of Education meeting.

In cases where two or more employees are hired or begin work on the same date, a lottery drawing will determine seniority. The names of all affected employees will be placed into the lottery. Each name will be randomly drawn, with the first name drawn being the lowest seniority of the affected employees and the last name being the highest. The Superintendent and the Association President will both be present for the lottery.

**19.05** Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position, or lack of funds or lack of work, employees in that classification shall be laid off in the inverse order of seniority.

**19.06** Due to union business, the Union President shall be the last one laid off if a reduction in force occurs.

**19.07** The person with the lowest seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

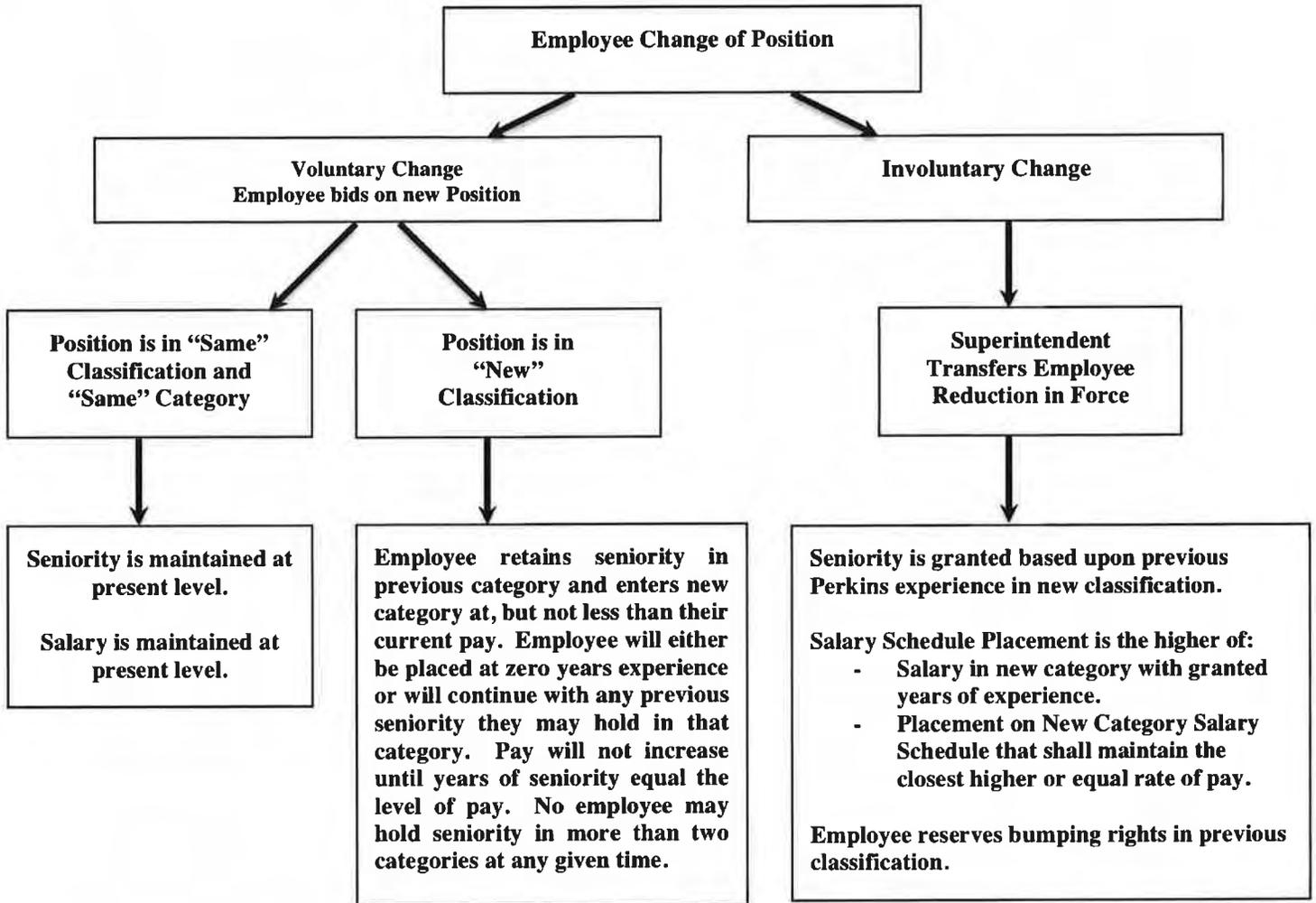
- 19.08** A person laid off/reduced in force under 19.05, above, shall have the right to bump an employee in their present category/classification or job within a given department on the basis of his/her seniority. Bumping rights will apply to bumping lowest in seniority in present category only.
- 19.09** The Treasurer shall provide the OAPSE President with a certified copy of any resolution passed by the Perkins Board of Education dealing with lay-offs or transfers of classified personnel.
- 19.10** The Board, if necessary to consider cost reductions in event of a levy failure, will implement no reductions in hours or positions of OAPSE bargaining unit members until all input and recommendations on the subject have been received from the OAPSE negotiating committee.
- 19.11** A laid-off employee shall have the right to be recalled to any vacancy in the category from which the employee was laid off. The right of recall shall extend for twenty-four (24) months from the date of the layoff, in which all benefits and wages will be frozen until reinstated. Such employees shall retain all previous accumulated seniority. Notice of recall shall be sent by certified mail to the laid off employee's address as last reported to the Employer. The laid off employee shall have thirteen (13) calendar days from the date of mailing to respond to the recall and shall be available to report back to work no later than the fourteenth (14) day after the mailing of recall notice, unless an extension is granted by the Board of Education.

By inverse order of layoff, a laid off employee shall have the right to be recalled to a vacancy in the category from which the employee was laid off only after all vacancies have been posted and existing staff has had the opportunity to transfer, according to the Posting and Bid Procedure.

## **ARTICLE XX**

### ***PROVISIONS GOVERNING THE USE OF THE CLASSIFIED SALARY SCHEDULE***

- 20.01** There will be no experience granted to any newly hired applicant.
- 20.02** Employee placement on Salary Schedule when a change in position occurs will follow the following chart.



**20.03** Classified employees will be paid on 24 equal monthly payrolls beginning September 15, 2012. Pay will be on the 15<sup>th</sup> day of the month and the last day of the month. Should a pay date fall on a weekend or a holiday, the payroll will be issued on the last day of work prior to the weekend or holiday.

**20.04** The Board will shelter the employees' share (the % required by state law) (SERS share) from gross salary for purposes of Federal Income Taxes.

**20.05** Wage Schedule (following this page) Identified as Table 20.05a applies to all employees hired prior to July 1, 2013.

- A. 2013-14: Salary freeze and no steps for the 2013-14 school year.
- B. 2014-15: Salary freeze and no steps for the 2014-15 school year.
- C. 2015-16: Wage reopener on salary base only, no steps for 2015-16 school year.

Salary progression starting on July 1, 2016 will begin with current experience and move forward one year at a time from that point forward. No make up of the three year freeze on salary schedule will be implemented.

20.05a

**Proposed Classified Hourly Rate Schedule Effective July 1, 2013**

Base: \$10.44 "+ \$ .90 per hour (\*Current Employees Hired Before July 1, 2013)

Exp	A	B	C	D	E	F	H	I	J
0	\$11.34	\$12.38	\$13.11	\$13.74	\$14.26	\$15.31	\$16.04	\$17.08	\$18.13
Index	1	1.1	1.17	1.23	1.28	1.38	1.45	1.55	1.65
1	\$11.76	\$12.80	\$13.53	\$14.16	\$14.68	\$15.72	\$16.46	\$17.50	\$18.54
Index	1.04	1.14	1.21	1.27	1.32	1.42	1.49	1.59	1.69
2	\$12.18	\$13.22	\$13.95	\$14.58	\$15.10	\$16.14	\$16.87	\$17.92	\$18.96
Index	1.08	1.18	1.25	1.31	1.36	1.46	1.53	1.63	1.73
3	\$12.59	\$13.64	\$14.37	\$14.99	\$15.52	\$16.56	\$17.29	\$18.33	\$19.38
Index	1.12	1.22	1.29	1.35	1.4	1.5	1.57	1.67	1.77
4	\$13.01	\$14.05	\$14.79	\$15.41	\$15.93	\$16.98	\$17.71	\$18.75	\$19.80
Index	1.16	1.26	1.33	1.39	1.44	1.54	1.61	1.71	1.81
5	\$13.43	\$14.47	\$15.20	\$15.83	\$16.35	\$17.40	\$18.13	\$19.17	\$20.21
Index	1.2	1.3	1.37	1.43	1.48	1.58	1.65	1.75	1.85
6	\$13.85	\$14.89	\$15.62	\$16.25	\$16.77	\$17.81	\$18.54	\$19.59	\$20.63
Index	1.24	1.34	1.41	1.47	1.52	1.62	1.69	1.79	1.89
7	\$14.26	\$15.31	\$16.04	\$16.66	\$17.19	\$18.23	\$18.96	\$20.01	\$21.05
Index	1.28	1.38	1.45	1.51	1.56	1.66	1.73	1.83	1.93
8	\$14.68	\$15.72	\$16.46	\$17.08	\$17.60	\$18.65	\$19.38	\$20.42	\$21.47
Index	1.32	1.42	1.49	1.55	1.6	1.7	1.77	1.87	1.97
9	\$15.10	\$16.14	\$16.87	\$17.50	\$18.02	\$19.07	\$19.80	\$20.84	\$21.88
Index	1.36	1.46	1.53	1.59	1.64	1.74	1.81	1.91	2.01
10	\$15.52	\$16.56	\$17.29	\$17.92	\$18.44	\$19.48	\$20.21	\$21.26	\$22.30
Index	1.4	1.5	1.57	1.63	1.68	1.78	1.85	1.95	2.05
11	\$15.72	\$16.77	\$17.50	\$18.13	\$18.65	\$19.69	\$20.42	\$21.47	\$22.51
Index	1.42	1.52	1.59	1.65	1.7	1.8	1.87	1.97	2.07
15	\$15.93	\$16.98	\$17.71	\$18.33	\$18.86	\$19.90	\$20.63	\$21.68	\$22.72
Index	1.44	1.54	1.61	1.67	1.72	1.82	1.89	1.99	2.09
20	\$16.14	\$17.19	\$17.92	\$18.54	\$19.07	\$20.11	\$20.84	\$21.88	\$22.93
Index	1.46	1.56	1.63	1.69	1.74	1.84	1.91	2.01	2.11
25	\$16.35	\$17.40	\$18.13	\$18.75	\$19.27	\$20.32	\$21.05	\$22.09	\$23.14
Index	1.48	1.58	1.65	1.71	1.76	1.86	1.93	2.03	2.13
27	\$16.56	\$17.60	\$18.33	\$18.96	\$19.48	\$20.53	\$21.26	\$22.30	\$23.35
Index	1.5	1.6	1.67	1.73	1.78	1.88	1.95	2.05	2.15
28	\$16.77	\$17.81	\$18.54	\$19.17	\$19.69	\$20.74	\$21.47	\$22.51	\$23.55
Index	1.52	1.62	1.69	1.75	1.8	1.9	1.97	2.07	2.17

Classifications	Job Categories			
A	Cashier	Dining Room Aide	Cook	
B	Teacher Aide	Playground Aide	Office Aide	Bus Aide
C	IEP Paraprofessional	Lunchroom Manager		
D	Media Center Aide	Receptionist	A.D. Secretary	
E	Guidance Secretary			
F	Custodian	Cafe Manager (B,M,F)		
H	Building Secretary	HS Cafe Manager	Bus Driver	Head Custodian (B,M,F)
I	Bus Mechanic	HS Head Custodian		
J	Maintenance	Head Bus Mechanic		

**20.06** New wage schedule identified as table 20.06a implemented for all OAPSE members hired after July 1, 2013.

**Table 20.06a**

**Classified Hourly Rate Schedule Effective July 1, 2013**

Base: \$8.50 (\*Employees Hired after July 1, 2013)

Exp	A	B	C	F	H	I	J
<b>0</b>	\$8.50	\$9.35	\$9.78	\$10.63	\$12.33	\$12.75	\$13.60
<b>Index</b>	1	1.1	1.15	1.25	1.45	1.5	1.6
<b>5</b>	\$9.35	\$10.20	\$10.63	\$11.48	\$13.18	\$13.60	\$14.03
<b>Index</b>	1.1	1.2	1.25	1.35	1.55	1.6	1.65
<b>10</b>	\$10.20	\$11.05	\$11.48	\$12.33	\$14.03	\$14.45	\$14.88
<b>Index</b>	1.2	1.3	1.35	1.45	1.65	1.7	1.75
<b>15</b>	\$11.05	\$11.90	\$12.33	\$13.18	\$14.88	\$15.30	\$15.73
<b>Index</b>	1.3	1.4	1.45	1.55	1.75	1.8	1.85
<b>20</b>	\$11.90	\$12.75	\$13.18	\$14.03	\$15.73	\$16.15	\$16.58
<b>Index</b>	1.4	1.5	1.55	1.65	1.85	1.9	1.95
<b>25</b>	\$12.75	\$13.60	\$14.03	\$14.88	\$16.58	\$17.00	\$17.43
<b>Index</b>	1.5	1.6	1.65	1.75	1.95	2	2.05

Classifications	Job Categories		
<b>A</b>	Cashier	Dining Room Aide	Cook
<b>B</b>	Teacher/Media Aide	Playground Aide	Office Aide, Bus Aide
<b>C</b>	IEP Paraprofessional	Lunchroom Manager	Secretary
<b>F</b>	Custodian	Cafe Manager (B,M,F)	
<b>H</b>	Head Custodian (B,M,F)	HS Cafe Manager	Bus Driver
<b>I</b>	Bus Mechanic	HS Head Custodian	
<b>J</b>	Maintenance	Head Bus Mechanic	

- 20.07** An additional \$.10 per hour on the individual’s hourly rate will be paid for custodial and maintenance personnel in possession of a valid boiler operator’s license (a copy must be supplied to the school treasurer by June 15<sup>th</sup> of each year).
- 20.08** An additional \$.30 per hour on the individual’s hourly rate will be paid for custodial and maintenance personnel in possession of a valid swimming pool boiler operator’s license (a copy must be supplied to the school treasurer by June 15<sup>th</sup> of each year) and assigned duties that require the license or to those assigned swimming pool maintenance.
- 20.09** Custodial personnel on night shift only (10:30 P.M. to 7:00 A.M.) will be paid an additional \$.30 per hour on their individual hourly rate along with employees required to work Saturday rather than Friday evening (Saturday hours only). All custodians working second shift (1:00 pm to midnight) will be paid an additional \$.15 per hour.

- 20.10** The Board will pay the employer's share of each employee's wages to S.E.R.S.
- 20.11** The hourly rate for summer mowing, bus washing and summer work is listed on the Salary Schedule.
- 20.12** Any time an employee is required to use respirators for asbestos related work, the individual wearing the respirator will be paid extra compensation at the rate of \$5.00 per hour only during the time the respirator is worn. The pay will be computed in fifteen (15) minute increments rounded to the nearest quarter hour. This extra compensation for time the employee wears a respirator is the same regardless of the rate of pay of the employee, and does not increase if the employee is earning overtime, Sunday or holiday wages at the time. It is in addition to the wages earned as set forth in the negotiated contract between the Perkins Board of Education and the Ohio Association of Public School Employees, Chapter #341. On any day a respirator is worn, the employee wearing the respirator will receive a minimum of \$5.00 extra compensation. If more than one job is performed during the same day the total time the employee wears the respirator for the day will be combined for the purpose of computing compensation. No members of the bargaining unit will be required to do any asbestos abatement. Repairs that are done that involve the removing of asbestos in conjunction with routine or emergency repair work are acceptable.
- 20.13** All bargaining unit members must participate in an automatic deposit of their payroll check. Payroll stubs will be provided through electronic mail to all employees.
- 20.14** Highest Rating Schools Bonus
  - A. Each year the Perkins Local School District is designated to receive the highest rating by the Ohio Department of Education, a bonus will be paid to all classified employees who are part of the bargaining unit and are under contract the following year.
  - B. This bonus will be payable upon official ODE notification following the year the highest rating designation was attained.
  - C. The amount of the bonus will be determined by the employee's contract status for the year the highest rating designation was realized.

<b>Contracted hours per day</b>	<b>Bonus Amount</b>
8 & 7.5	\$250.00
7	\$218.75
6.5	\$203.00
6	\$187.50
5.5	\$171.88
5	\$156.25
4.5	\$140.63
4	\$125.00
3.5	\$109.38
3	\$93.75
2.5	\$78.13
2	\$62.50

- 20.15** Regular employees who substitute in a position higher than their contractual status, for at least one half (1/2) of the regularly scheduled shift of the higher position, will be paid

at the higher rate of pay in that particular assignment, subject to appointment of supervisor.

## **ARTICLE XXI**

### ***REPORT PAY***

- 21.01** Any employee called in to work anytime the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement and shall be expected to perform two (2) hours of work as assigned by their immediate supervisor.

## **ARTICLE XXII**

### ***BREAKS***

- 22.01** All classified employees working over 5 ½ hours per day shall be entitled to 15 minutes of break time to be arranged in cooperation with their immediate supervisor.
- 22.02** All employees, during the regular work day, shall take and be entitled to an uninterrupted lunch period (30 minutes) without pay, which does not constitute part of the normal work day, and shall be scheduled as nearly as possible at the mid-point of the work shift.

## **ARTICLE XXIII**

### ***OVERTIME/CALAMITY DAYS/ENERGY DAYS***

- 23.01** All overtime shall be voluntary and rotated equally within the department of that building, then district wide. The Board reserves the right to use a flexible hour custodial employee to minimize overtime required for School sponsored Saturday and Sunday events.
- 23.02** Holiday pay, Vacation pay, and sick leave pay shall be counted as time worked in computing overtime. Personal Leave will not count as time worked for the purpose of overtime computation.
- 23.03** All time worked on Saturdays or Sundays shall be paid at the rate of time and one-half the regular rate of pay, unless Saturday or Sunday is part of the regular forty-hour workweek.
- 23.04** The Board will provide a custodian for any non-school group use of school facilities where the group intends to charge an admission fee, and when possible these events will be scheduled at Perkins High School or Briar Middle School.
- 23.05** All time worked on Holidays shall be paid at double-time the regular rate, in addition to Holiday pay.
- 23.06** These rates shall have no relationship to the forty hours within the workweek in overtime computation. These rates shall be exclusive of other specific pay rates covering special employment categories covered in other articles of this agreement.
- 23.07** Employees required to work on the first five (5) Calamity Days (ice, snow, flood, that affect all buildings) will be paid their normal rate of pay in addition to the contracted rate. Twelve month employees must report for work on any additional calamity days with no additional pay.

**23.08** Any time one or more building(s) are closed, on a regularly scheduled workday, non-teaching employees of that building shall be expected to report for work.

**23.09** All time over forty hours (40) per week will be paid at the rate of time and one-half the regular rate.

**ARTICLE XXIV**

***HOLIDAYS***

**24.01** Holidays - Full-time Employees

2080-hour employees shall receive the following days off with pay:

July 4th	New Year's Eve	Day after Thanksgiving	Presidents' Day
Labor Day	New Year's Day	Christmas Eve	Good Friday
Thanksgiving	Martin Luther King Day	Christmas Day	Memorial Day

**24.02** Employees contracted for less than 2080 hours will be paid for the following holidays, provided they work the entire day before and the entire day after the specific holiday. Paid vacation days and sick leave days are considered as days worked. The holidays are:

Labor Day	New Year's Day	Memorial Day
Thanksgiving Day	Martin Luther King Day	Christmas Eve
Day after Thanksgiving	Presidents' Day	Christmas Day

**24.03** Additional Holidays

Additional holidays for all employees will be granted when declared by the Governor of the State as official State holidays.

**ARTICLE XXV**

***VACATIONS***

**25.01** Paid vacation schedule for 12-month employees

One week vacation after one year of service with the school system. Two weeks vacation after two years of service with the school system. Three weeks vacation after five years of service with the system. Four weeks vacation after fourteen years of service with the system. Five weeks vacation after twenty-two years of service with the system.

**25.02** Vacations may be applied for at the discretion of the employee prior to June 1st.

Vacations must be applied for in writing to the department supervisor five (5) working days in advance. All attempts will be made to grant these vacation periods, providing normal operations of the school are not disrupted. All employees are expected to use their current vacation schedule prior to June 30th following the work year in which it was earned.

**25.03** Earned vacation time can be used at any time during the year earned excluding the week before school starts and the week after school closes and may be taken in one (1) day increments when approved by the immediate Supervisor and the Superintendent.

**25.04** Not over 1/3 of an entire category can be gone at any one time unless approved by one's supervisor.

25.05 Up to five (5) days of earned vacation time may be carried over to the next year only.

## ARTICLE XXVI

### LEAVE PROVISIONS

#### 26.01 *Jury Duty/Court Leave*

When it becomes necessary for an employee to accept jury duty, the employee shall be paid the difference between his jury pay and his/her regular pay for the number of days involved provided the check received for Jury Duty is endorsed payable to the Board.

Such leave shall not be deducted from any other type of leave.

All employees subject to Jury Duty shall be granted reasonable Leave time for Jury Duty regardless of their work day hours.

#### 26.02 *Military Leave*

Military leave shall be granted to employees pursuant to Ohio Revised Code.

#### 26.03 *Personal Leave*

- A. All employees shall be allowed two (2) unrestricted personal leave days, and additional days may be granted at supervisor's discretion.
- B. Personal leave shall be for the purpose of conducting personal business, which cannot be conducted at times other than regular school hours.
- C. A bargaining unit member shall be allowed to take one personal leave day per custodial child, per year to accompany their child/children on school related activities. A bargaining unit member shall be allowed to take personal leave days to attend or to travel to school related state competition events in which their child is (or children are) participating, and which occurs during the employee's work day. One event per child, per level of competition (sectional, district, regional, and state) will be granted.
- D. Personal business would **not** include such activities as vacation, extending a vacation or holiday period, social or recreational activities, shopping trips, hobby activities, secondary employment, accompanying a spouse on a trip, job hunting, sick leave, etc. If a question arises as to the appropriateness of a reason, it should be reviewed with the immediate supervisor **before** taking the leave.
- E. If the supervisor has reasonable grounds to believe that a bargaining unit member has applied for and used personal leave in violation of "D" above, the supervisor may request the bargaining unit member to verify his/her use of personal leave. Any bargaining unit member found to have used personal leave for any of the activities cited in "D" shall be reprimanded and have his/her salary docked for the day in question and/or face legal action.
- F. Written requests for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days notice is not possible the employee shall notify the immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after conclusion of the leave.

- G. Personal leave shall only be used in increments of one (1), one-half (1/2) or one-quarter (1/4) days.

**26.04 Unpaid Leave of Absence**

- A. Upon written request the Board of Education may grant a leave of absence for a period of not more than six (6) months for educational, medical or other purposes, and may grant such leave where deemed appropriate by the Board of Education.
- B. Upon the return of the employee from a leave, the Board may remove and de-employ the person hired for replacing the returning employee while he or she was on leave. The de-employment of a replacement employee shall not be subject to the grievance procedure.
- C. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive a credit for his/her length of service with the Board during such replacement period.
- D. Any credit awarded to an employee mentioned above shall be in compliance with the collective bargaining agreement.
- E. All requirements and provisions of the Medical Leave Act of 1993 shall take-precedence and shall receive full compliance.

**26.05 Sick Leave**

- A. Each full-time employee shall receive 1-¼ days sick leave per month.
- B. Each part-time employee shall accumulate pro-rated sick leave as provided in the O.R.C. 3319.141.
- C. All new employees shall be advanced five (5) days of sick leave credit after the first day of work.
- D. Sick leave shall be accumulated to two hundred fifteen (215) days. After two hundred fifteen (215) days of sick leave have been accumulated, a bargaining unit member will accumulate 1-¼ days per month (15 per year) to be used only in the year of accumulation. Sick leave will be deducted from those accumulated days the year before they are taken from the two hundred fifteen (215) previously accumulated days. The unused days above two hundred fifteen (215) are erased at the end of the school year, June 30 each year. This addition does not affect the severance pay article.
- E. New employees shall receive credit for sick leave accumulated up to two hundred fifteen (215) days in any elementary or secondary school chartered by a state department of education or public agencies in Ohio. It will be the responsibility of the new employee to supply the treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
- F. Any employee of the Perkins Board of Education who is absent from school duty because of illness, medical or dental appointments in his/her immediate family (spouse, father, mother, children, sisters, brothers, father-in-law, mother- in-law, brothers-in-law, sisters-in-law, grandparents, or any person who is a member of the immediate

household) shall be entitled to full pay for such absences if the employee has unused accumulated sick leave available.

G. For personal illness or immediate family illness, the employee shall be required to furnish a statement of attending physician after five (5) days or more.

H. Physical Examination

The Board of Education reserves the right to require any employee to have a physical examination at its discretion and at the board's expense.

**26.06** *Assault Leave*

In the event of a physical assault on an employee in the performance of his/her duties by a student of the district, which results in being absent, such absence will not be charged to sick leave.

Such assault leave shall be granted upon certification of the attending physician and shall not exceed 120 days.

For purposes of this Article, to be entitled to assault leave, the assaulted employee shall file formal charges with the appropriate law enforcement agency.

Assault leave shall not be granted if it is found by a court of competent jurisdiction that the employee committed a criminal assault against the person causing the injury.

**26.07** *OAPSE Business Leave*

The Board agrees to permit two (2) elected Delegates of the OAPSE Chapter #341 leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary.

**26.08** *Maternity Leave*

A. A bargaining unit member may use accumulated sick leave for illness and/or injury arising out of pregnancy or the birth of his/her child. There is no limit on the number of accumulated sick days that may be used, as long as the bargaining unit member's doctor certifies that the bargaining unit member/spouse is ill or injured and unable to return to work.

B. The use of sick leave days because of an illness or injury due to pregnancy or birth is not to be construed as a means that an otherwise healthy bargaining unit member may stay at home with pay solely to be with a newborn child.

**26.09** *Bereavement Leave*

All bargaining unit members shall be entitled to the use of the following bereavement leave:

A. Death of an immediate family member as defined in 27.05 (F). Bargaining unit members shall be entitled to three days of personal leave with an additional four days of sick leave, if necessary.

B. For deaths of those outside the immediate family, bargaining unit members shall be entitled to one day per year of personal leave. Subsequent days may be deducted from sick leave.

C. Forms should be completed within one day of returning to work.

**ARTICLE XXVII**

***SEVERANCE PAY***

- 27.01** Retirement severance will be paid to each employee retiring into SERS from the Perkins School System at the per diem rate at the time of employment termination.
- 27.02** Severance Pay shall be paid at forty percent (40 %) of the accumulative sick leave up to a maximum of 48 days. The employee must apply and be eligible for retirement benefits with SERS within 90 days. The employee must have five (5) years of employment with the Perkins Schools to be eligible.
- 27.03** If a staff member submits in writing their intention to retire into SERS by February 1, he/she will be eligible for an additional 12 days of severance pay. All compensation of money will be spread over two (2) tax years if the employee so requests.
- 27.04** In the event a bargaining unit member dies while still in the employ of the Board his/her beneficiary will receive any severance pay earned and/or accumulated up to the maximum of 42 days by that member. If no beneficiary is named the severance will be paid to the member's estate. The person who appears on the employee's SERS application is the beneficiary for the purpose of this article.

**ARTICLE XXVIII**

***INSURANCE - HEALTH PROTECTION***

**28.01** For employees who wish to participate in any of the listed optional benefits, the Board of Education will pay the share as indicated below for any currently employed bargaining unit member.

Full time (7.5 to 8 hrs/day) 9, 10 and 12-month employees will be eligible for paid hospitalization and related health benefits.

Less than full time 9, 10 and 12-month contracted employees will be eligible for benefits as follows for the 2013-14 School year (11%):

Contracted hours Per day	% Board pays	% Employee pays
2.0	14.00%	86.00%
2.5	20.25%	79.75%
3.0	26.50%	73.50%
3.5	32.75%	67.25%
4.0	39.00%	61.00%
4.5	45.25%	54.75%
5.0	51.50%	48.50%
5.5	57.75%	42.25%
6.0	64.00%	36.00%
6.5	70.25%	29.75%

7.0	76.50%	23.50%
7.5 or 8.0	89.00%	11.00%

Less than full time 9, 10 and 12-month contracted employees will be eligible for benefits as follows for the 2014-15 School year (12%):

Contracted hours	% Board pays	% Employee pays
Per day		
2.0	13.00%	87.00%
2.5	19.25%	80.75%
3.0	25.50%	74.50%
3.5	31.75%	68.25%
4.0	38.00%	62.00%
4.5	44.25%	55.75%
5.0	50.50%	49.50%
5.5	56.75%	43.25%
6.0	63.00%	37.00%
6.5	69.25%	30.75%
7.0	75.50%	24.50%
7.5 or 8.0	88.00%	12.00%

Less than full time 9, 10 and 12-month contracted employees will be eligible for benefits as follows for the 2015-16 School year (13%):

Contracted hours	% Board pays	% Employee pays
Per day		
2.0	12.00%	88.00%
2.5	18.25%	81.75%
3.0	24.50%	75.50%
3.5	30.75%	69.25%
4.0	37.00%	63.00%
4.5	43.25%	56.75%
5.0	49.50%	50.50%
5.5	55.75%	44.25%
6.0	62.00%	38.00%
6.5	68.25%	31.75%
7.0	74.50%	25.50%
7.5 or 8.0	87.00%	13.00%

7.5 and 8 hour employees will pay the following percentages of their insurance:

There is a cap of \$150.00 a month maximum for health benefits paid by employee for the life of the Contract for 7.5 and 8 hour employees.

- A. A full-time (7 ½ - 8 hours per day) bargaining unit member, who voluntarily elects not to receive some or all of the medical benefits (health insurance, dental, or and prescription drug) shall be entitled to payment equal to 30% of the board's cost of the benefit(s) as of July 1st each year. Members must notify the treasurer in writing by September 1st to receive compensation. Reimbursement will be made in monthly increments in the employee's check. A member may reinstate his/her insurance and not receive the remaining compensation in the case that the spouse's insurance, which was

originally taken, was revoked for some reason (i.e. loss of job, etc.).

**28.02** The Board shall provide the Ideal 1 major medical insurance with Spousal Language program offered by the Huron-Erie School Employee Insurance Association (“HESE”), the Ideal 3 prescription drug insurance offered by HESE, and current dental and vision coverage according to the cost sharing described in 28.01 above.

**28.03** The Board shall provide group term life insurance equal to \$1,000.00 of annual contracted wages to a maximum of \$10,000.00 for each qualified classified employee.

**28.04** The bargaining unit member has the option of purchasing up to \$10,000 of additional life insurance per year with a maximum of \$20,000 total coverage. Employees, as of July 1, 2012, who previously purchased more than \$10,000 of additional life insurance will be permitted to continue this additional purchase of life insurance annually until retirement or resignation from district.

**28.05** Section 125 Flexible Benefit Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. The administrator of the plan shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

## **ARTICLE XXIX**

### ***UNIFORMS AND APPEARANCE***

**29.00**

A. The Board will provide work uniforms to maintenance staff, custodial staff, and bus mechanics. Each contractual year, the above mentioned employees will receive five (5) pairs of work pants and five (5) work shirts purchased by the Board the selection of the uniforms will be made by the supervisor of buildings and grounds with input from affected employees.

B. Cafeteria employees will be given a \$100.00 per year uniform allowance each contract year. Receipts for purchases of uniforms shall be given to the Food Service Supervisor and reimbursement will be made to the employees. The Food Service Supervisor will keep records for each employee’s purchase for the year.

C. For any employee hired after the start of any contract year, a pro-rated uniform allowance will be granted for that employee based on the time remaining in the contract year.

**29.01** The above employees are to wear the approved uniform at all times when on duty. They

are to be maintained in a clean and repaired condition at all times.

- 29.02** Employees are to maintain a clean, neat appearance at all times. Clothing that is appropriate with the job and is in compliance with OSHA regulation is to be worn.
- 29.03** Shorts may be worn if they are purchased as the adopted uniform, not just any shorts or shirt. This would be at the employee's cost or uniform allowance. Uniform shorts may be worn during the school year within the dates allowed by the district's dress code.

## **ARTICLE XXX**

### ***TOOLS/EQUIPMENT***

- 30.01** The Board will provide a monthly allowance of \$20.00 per mechanic and \$20.00 per maintenance person for upkeep, repair, and replacement of his/her personal hand tools needed to perform their job. It is also the employee's responsibility to provide insurance to cover theft or damage of the tools. Fifty percent of this allowance should be applied for payment on December 15 and again on June 15.

## **ARTICLE XXXI**

### ***TRANSPORTATION***

- 31.01** The school administration shall use its best efforts to provide drivers with routes of equal time. Equalized time shall also apply to extra bus trips.
- 31.02** Substitute drivers shall be assigned to extra trips only if the roster of regular drivers has been exhausted, except in emergencies. Emergency trips will be construed as a trip scheduled less than 24 hours prior to departure or cancelled, by a driver, less than 24 hours prior to trip departure.
- 31.03** Extra routes (shuttle) immediately before or directly after the regular A.M. or P.M. route will be paid at the regular rate if they exceed the two (2) hour working period.
- 31.04** Drivers shall be paid their regular rate for extra time when mechanical failure or breakdown occurs.
- 31.05** Each driver will be paid for actual time worked for cleaning, fueling, etc. after a field trip.
- 31.06** At the beginning of each contracted school year, the hours for field trip assignments shall start at "0" hours. When assigning extra trips, the supervisor shall attempt to equalize hours for all regular drivers listed on roster for "Extra Bus Trip". Field trip pay shall be paid for all time driving a field trip. Salary schedule pay will be paid for all regular routes only. There will be no "Pyramid Pay" permitted.
- A. In using the "equal hours" system, seniority will determine the first trip assigned. After a complete cycle through the roster, the persons with the lowest amount of hours would be asked for the next trip or trips to equal the hours. In a case where more than one driver has the same amount of hours on the low side, the higher seniority driver shall be asked first and then the second, etc. When the driver accepts or refuses a trip, the actual hours of the trip shall be charged to his/her accumulated hours.
- B. This record of trip hours shall be kept up to date and posted at all times on the

bulletin board. A maximum notice of twenty (20) working days shall be provided for extra trip notification.

- C. New bus drivers hired in mid-year, as regular drivers, shall be entered on the trip roster with the highest accumulated hours listed for extra bus trips.
  - D. Field Trip hourly rate is listed on the Salary Schedule.
  - E. Extra Trip notices shall be posted at least three (3) days in advance of the trip.
  - F. Drivers who sign up for extra field trips and then cancel their request less than forty-eight (48) hours prior to the scheduled start of the trip shall:
    - i. shall forfeit their next assigned field trip per the procedure described above,
    - ii. shall have double the scheduled trip hours added to their total on the trip roster
    - iii. A driver who provides an emergency reason for the late cancellation may have the above consequences withdrawn at the discretion of the supervisor or superintendent.
  - G. No field trip will be assigned to a low hour bus driver if the trip will cause the driver to exceed 40 hours per week unless the transportation supervisor determines there are no alternative drivers available.
- 31.07** The Board of Education will pay recertification costs for all drivers with one (1) or more years of employment in the Perkins Local School System. This cost will be based on trip rate and not to exceed 11 hours per renewal.
- 31.08** When Perkins Local Schools are not in session and parochial schools and/or the JVS served by the Perkins Transportation Department are in session, parochial drivers and/or the JVS driver are only required to report, drive their assigned parochial and/or the JVS route and perform any other regular daily duties. Once the duties have been completed, the driver's day is over.
- 31.09** Extra trips, separate from regular daily runs, shall be paid at a minimum of two (2) hours, but the bus driver must work the entire two (2) hours performing tasks assigned by the transportation supervisor to receive this minimum payment. Refusal to complete assigned tasks or work the entire two (2) hours will result in the driver being paid the actual time driven, not the minimum two (2) hours. Assigned tasks must be directly related to normal bus driver duties.
- 31.10** The guidelines for testing bus drivers and other employees holding CDL Licenses for alcohol and drugs are as follows:
- A. The Perkins Local School District will pay for required alcohol and drug testing expenses, including mileage at the July 1<sup>st</sup> current year IRS established rate to and from test center should a district vehicle not be available.
  - B. Bus Drivers and employees required to show up on off duty hours will receive pay for actual time involved in testing. The time will be paid at his/her regular hourly rate.
  - C. Consequences for violation of Alcohol and Substance Regulations will include disciplinary action up to and including termination of employment.

**31.11 *Overnight Field Trips***

- A. This includes field trips for which a driver is scheduled for overnight lodging.
- B. For overnight field trips, bus drivers shall be paid \$150.00 per day.
- C. If the departure for an overnight trip is 4:00 p.m. or later, the driver of said trip shall be paid \$90.00 if under 6 hours.
- D. If return from an overnight trip is prior to 4:00 p.m. the driver shall be paid \$90.00 if under 6 hours.
- E. The driver of said trip shall have comparable, separate lodging.
- F. Meals shall be reimbursed only upon presentation of receipts and within Board of Education policy guidelines.
- G. To maintain the integrity of the “equal hours” system, the hours accumulated on overnight fieldtrips will be computed and distributed as follows:
  - Divide the total dollar amount earned on said overnight field trip by the trip rate of pay. This will equal the number of hours applied for accepting or refusing that overnight trip.

**ARTICLE XXXII**

***FOOD SERVICE***

**32.01**

- A. Cafeteria employees scheduled to work when a Building Use Request necessitates use of cafeteria cooking equipment and/or a cafeteria employee that employee will receive their regular hourly rate of pay.
- B. Banquets will be posted on the OAPSE bulletin board by the Employer within 10 working days with seniority the determining factor considered for working banquets.
- C. Head cooks shall be paid for time worked to complete paperwork for orders, ordering supplies and filling out production sheets and will be recorded on time sheets.
- D. The Head Cook and Assistant Cook at Briar shall have their contracts extended to include one (1) day before school starts and one-half (1/2) day at the end of the school year.

**ARTICLE XXXIII**

***TEACHER/I.E.P./RESOURCE ROOM AIDES***

**33.01**

- A. I.E.P. Specific Paraprofessionals are determined by the I.E.P. team and its requirements.
- B. Hours of the I.E.P. Specific Paraprofessionals are determined by the student’s I.E.P. If, in the middle of a school year, a Special Education IEP aide’s hours have been reduced to less than those of the least senior Special Education IEP aide, the Special Education IEP aide whose hours have been reduced has the right to bump the least senior special education IEP aide.

- C. When I.E.P. Specific Paraprofessionals are requested to attend I.E.P. meetings and/or annual reviews by the Special Education Supervisor, they shall be compensated at their regular rate for the meeting(s) that occur outside of their regular working hours.
- D. I.E.P. Specific Paraprofessionals may request in writing to the Special Education Supervisor to move with an I.E.P. student from grade to grade or building to building. This decision will be made by the Special Education Supervisor with input from appropriate teachers and the building principals.
- E. Regular Paraprofessionals and I.E.P. Specific Paraprofessionals can perform all Aide duties but shall function primarily in their respective positions.
- F. IEP Paraprofessionals will be given 3.5 hours to meet with teachers to prepare for new students before the school year begins.
- G. Principals may assign an IEP aide already under contract to a student who does not require an IEP.
- H. Procedures for annual assignment of paraprofessionals & before and after school bus supervision:

There will be an annual IEP Paraprofessional meeting at 4:00 pm on the first Thursday in August of each school year specifically to assign IEP paraprofessionals to positions for the upcoming year. At this same meeting any before or after school supervision assignments for the upcoming year will be assigned.

1. The district will provide a list of all IEP paraprofessional positions needed, hours required, building assignment and student name when appropriate.
2. A second list of additional assignments for bus supervision or duty at the beginning or end of each day by building will be created that indicates the time of supervision and the building where supervision is necessary.
3. Starting with the most senior OAPSE member present, if the most senior OAPSE member is an IEP paraprofessional a primary job assignment from the first list will be chosen as well as any desired additional bus supervision assignments that are not in conflict with the primary job assignment nor cause the daily hours to exceed 8 hours per day.
4. If the most senior OAPSE member present is not an IEP paraprofessional, the member may choose any desired additional bus supervision assignments that are not in conflict with the member's primary job assignment, nor cause their daily hours to exceed 8 hours per day.
5. Steps 3 and 4 will continue through a progression from most senior OAPSE member present to least senior OAPSE member present until all job assignments are chosen and assigned.
6. The administration reserves the right to deny an IEP paraprofessional a requested job assignment if previous evaluations and/or disciplinary action indicates the aide may not be able to perform the chosen assignment

effectively. Reasons will be provided to the affected IEP paraprofessional who will then be given a right to choose again based upon seniority.

7. If at the end of the process, there are additional bus supervision assignments available that were not chosen through this selection process, the administration reserves the right to assign them to IEP paraprofessionals based upon seniority, time availability, and building assignment.
8. If at the end of the process, there are IEP paraprofessionals who have not been assigned a position, they will be given a Reduction in Force notice and that clause of the negotiated agreement will be followed.
9. Any break time between primary assignment and supplemental assignments is unpaid. No mileage is paid if primary and supplemental assignments chosen by the employee are in different buildings.

## **ARTICLE XXXIV**

### ***EMPLOYEE PERSONNEL FILES***

- 34.01** Discussion shall ensue among the supervisor, affected employee and their union representative prior to any disciplinary action being entered into an employee's personnel record, including supervisor's files. Each employee, if s/he so desires, may inspect his/her personnel file maintained by the Employer. Copies of employees' files will be provided at the same cost charged the public. All materials placed in an employee's file will be given to the employee and the employee shall have the right to attach a rebuttal. Upon employees inspecting their file and finding documents that they feel they were not aware of, they would have the right to write a rebuttal to that document and have it inserted with the document in their file. In lieu of or in addition to the written rebuttal, an employee shall have the right to the grievance procedure if not satisfied with the results.
- 34.02** A twenty-four (24) hour minimum notice is required for inspection of an employee's personnel record and will be done in the presence of the superintendent or his/her designee.

## **ARTICLE XXXV**

### ***EVALUATIONS***

- 35.01** The employee evaluation system for all Bargaining Unit Members will be as stated in Board policy, with the right of employee rebuttal.

## **ARTICLE XXXVI**

### ***DISCIPLINE AND SUSPENSION***

- 36.01** All discipline, suspension, and/or termination shall be subject to the grievance procedure and not O.R.C. 3319.081.
- 36.02** Employees shall be allowed fifteen (15) work days to file letter of rebuttal to any verbal or written warnings and have said rebuttals placed in his/her personnel file.

**36.03** *Progressive Discipline*

Bargaining unit members may proceed through the progressive steps based on infractions of a continuing and related nature. Disciplinary action shall be commensurate with the employee's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity. Informal verbal warnings and written reprimands at Steps 1 and 2 may be issued by any appropriate supervisor. Suspensions without pay and termination proceedings at Steps 3 and 4 can only be instituted by the superintendent. Normally, discipline shall be imposed in the following progression:

1. Informal Verbal Warning – It is expected that most cases will be disposed of by an informal verbal warning, without further disciplinary action.
2. Written Reprimand(s)
3. Suspension Without Pay
4. Termination – Only the superintendent may recommend termination to the Board, which may only terminate in accordance with the procedures of Ohio Law.

**36.04** Twenty-four (24) months following the written reprimand, the employee may request that the Superintendent and he/she review the employee's job performance. If performance has shown correction of areas for which reprimand was given, the reprimand shall be removed from the employee's personnel file.

**36.05** A bargaining unit member may have an OAPSE Representative present at all disciplinary hearings. Said representatives shall be notified 48 hours in advance of said hearing. A bargaining unit member who declines OAPSE representation must sign a release form to this effect.

**36.06** The Board of Education shall have the authority to dock the pay of and/or legal action may be taken against any employee for misuse, abuse and misrepresentation of any leave provision and/or the repeated failure to report timely for work. Any incident involving dock of pay shall be subject to expedited arbitration.

**36.07** Within ten (10) workdays of the actual commencement of suspension or discharge, the union has the right to submit a grievance to begin at Step Three.

## **ARTICLE XXXVII**

### ***GRIEVANCE PROCEDURE***

**37.01** Purpose

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

**37.02** Definitions

- A. A "grievance" is a claim by a member of the bargaining unit, that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this agreement. In the event that such a violation, misapplication, or misinterpretation of the

agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.

- B. An "aggrieved" person or persons is a member of the bargaining unit having a grievance. The Association shall designate one or more representatives for grievance procedures in each school building. Any employee may consult this representative for assistance.
- C. A "day" in this section where not stated, shall mean a working day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.

**37.03 Procedure**

Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may be extended only by mutual agreement of all parties concerned. Any grievance not answered by the Administration within the time limit in that step shall be deemed denied, and will be forwarded to the next level of the grievance process at the discretion of the bargaining unit member. Failure of the grievant to adhere to the time limits will result in a nullification of the grievance.

**37.04 Level One -- Informal**

Within twenty (20) working days of an event or condition that an individual considers a grievance, he/she shall bring it to the attention of his/her immediate supervisor, or with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance. The problem shall either be discussed at that time or within five (5) working days. A decision shall be rendered by the supervisor or administrator at the end of the discussion or within three (3) working days. He/she may do this alone or with his/her official Union representative.

**37.05 Level Two -- Formal**

- A. In the event the aggrieved person is not satisfied with the disposition at Level One, within ten (10) working days after the informal meeting, he/she may inaugurate the formal proceedings and a hearing shall be arranged between the aggrieved, the immediate supervisor, or aggrieved administrator, and Association representative, and other parties who may be needed to give information relative to the claim. A hearing shall be held within five (5) working days of the submission of the Level Two Grievance Report Form. The Administration will respond within five (5) workdays of the hearing.
- B. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the administration; and one (1) for the Association.

**37.06 Level Three**

- A. Within ten (10) working days if the aggrieved person is not satisfied by the disposition of the immediate Supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative after the hearing in Level Two by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. A hearing shall be held within five (5) working days of the submission of a Level Three Grievance Report Form. The Administration will respond within five (5) working days of the hearing.
- B. In the event that the Level Two, or Formal Step, of this procedure was with the

Superintendent, the next step would be Level Four.

**37.07** Level Four

- A. If the aggrieved person and the Association are not satisfied with the disposition in Level Three, he/she may demand that the issue be submitted to arbitration within ten (10) working days after the Level Three hearing.
- B. The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.
- C. The parties shall mutually request the American Arbitration Association to submit a list of seven (7) arbitrators. The arbitrators shall be selected by the parties alternately striking a name until a single name remains. The party striking first shall be determined by a flip of a coin. Either party may reject the first list of arbitrators supplied by the American Arbitration Association and request submission of a second or third list.
- D. The arbitrator will render the written decision and award no later than thirty (30) working days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board of Education, the Superintendent, and all other agents of the Board of Education. Cost of the arbitrator's services shall be paid by the losing party.

**37.08** Rights of Parties

- A. Both parties agree that grievance proceedings should be handled in a confidential manner.
- B. No employee may be represented by any employee organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- C. No employee shall be denied the right to legal advice and/or counsel in any of the levels listed above.
- D. Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, and the appropriate administrator.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this agreement.
- F. Forms for processing grievances shall be made available through all Representatives.

**ARTICLE XXXVIII**

***MEDICATION ADMINISTRATION***

- 38.01** Bargaining Unit Members may be required to dispense medications that a "Request for Medication" form has been completed and for which a doctor or dentist has prescribed.

## **ARTICLE XXXIX**

### ***WAIVER OF TUITION (ORC 3319)***

- 39.01** The Board agrees to waive all tuition costs for the children (including adopted and/or foster) of a bargaining unit member who resides outside of the Perkins Local School District under the following criteria:
- A. The employee must be fulltime. (7-1/2 or 8 hours/day)
  - B. No transportation will be furnished unless the child is brought to a regular pick-up point within the district.
  - C. Students will not be accepted if classroom capacities are met (Class size caps are reached and/or no new sections will be created).
  - D. Application must be made by May 15th prior to the year of anticipated attendance.
  - E. The employee requesting this waiver must have custody of the children.
  - F. Should a divorce occur during the school year and the children involved are already enrolled in the Perkins Schools, the time requirements may be waived.
  - G. Tuition students are always subject to their enrollment being denied if their attendance and performance are not satisfactory.

In the event of a death of a non-resident employee who has a child(ren) enrolled in the Perkins Local School District, said child(ren) will be allowed to complete that school year that was begun on a tuition-free basis. Continued enrollment after that year will require either residency in the district or tuition status.

## **ARTICLE XL – SUPERSEDING CLAUSE**

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

## **ARTICLE XLI**

### ***DURATION & AGREEMENT***

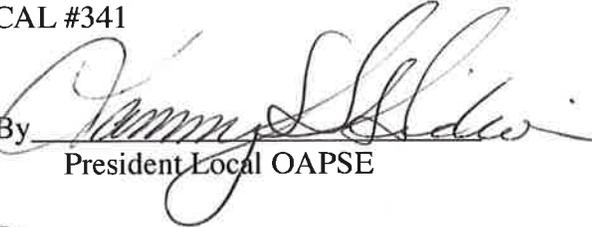
- 41.01** This Contract shall be effective as of July 1, 2013 and shall stay in effect until June 30, 2016 for all language and wages.
- 41.02** This Contract contains the full and complete understanding between the parties, no other letters of understanding or memorandums of understanding shall exist outside this contract unless dutifully enacted subsequent to the effective date of the start of this contract, and neither side shall be obligated to negotiate on any other item for the life of the agreement. The Board will print the contract and provide one hundred (100) copies to the Union and the Union is responsible for providing copies to their members.

**41.03** This agreement made and entered into this 13<sup>th</sup> day of March, between The Perkins Local Schools Board of Education, hereinafter called the "Employer" and OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL-CIO, and its Local #341, hereinafter called the "Union" for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

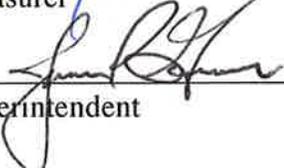
PERKINS BOARD OF EDUCATION OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL-CIO, LOCAL #341

By   
\_\_\_\_\_  
President

By   
\_\_\_\_\_  
President Local OAPSE

By   
\_\_\_\_\_  
Treasurer

By \_\_\_\_\_

By   
\_\_\_\_\_  
Superintendent

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX A**  
**GRIEVANCE REPORT FORM**  
(to be filled out in triplicate)

Date Filed: \_\_\_\_\_

Level: \_\_\_\_\_

Name of Aggrieved: \_\_\_\_\_

Assignment: \_\_\_\_\_

Article of Contract Grieved: \_\_\_\_\_

Relief Sought:

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Signature of Aggrieved: \_\_\_\_\_

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

Disposition by Supervisor:

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Signature of Supervisor: \_\_\_\_\_

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

