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STATE EMPLOYMENT
RELATIONS BOARD

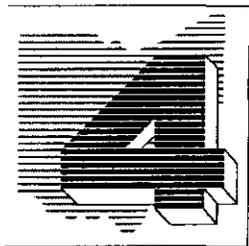
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OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL 422

AND

PYMATUNING VALLEY LOCAL SCHOOL DISTRICT

July 1, 2013 through June 30, 2015



Ohio Association of Public School Employees

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFL-CIO

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Mr. Candela,

Please allow this letter to stand as confirmation that OAPSE Local #422 has willingly entered into an agreement with the Pymatuning Valley Local School District which circumvents a portion of Article 20. Specifically language contained within Article 20, paragraph #2. Article 20, in part, is listed below.

"ARTICLE 20 TERMS"

"If, during the term of this Collective Bargaining Agreement, any other group of employees of the Pymatuning Valley School District receives a greater benefit, either wages or insurance, the members of OAPSE, Local 422 will be immediately granted the same benefit".

Thank you for the fairness and the integrity that you and your team brought to the table.

Yours truly,

Trina M. Molnar Bock
OAPSE Field Representative

cc: Amanda Phillips
File

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AGREEMENT
between
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME LOCAL 4 AFL-CIO
LOCAL 422

and

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION

ARTICLE 1 AGREEMENT

1.1 This Agreement entered into between the Pymatuning Valley Local Board of Education, hereinafter referred to as the Board, and the Ohio Association of Public School Employees-AFSCME Local 4 AFL-CIO, and its Chartered Local #422, hereinafter referred to as the Union.

ARTICLE 2 PURPOSE

2.1 The parties do understand that the Board is charged bylaw with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth here in article form of this Agreement between the parties, the procedures necessary for the implementation of negotiations.

ARTICLE 3 RECOGNITION

3.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular short-hour classified employees in the following areas of employment:

Bus Drivers

Mechanics

Cafeteria
Custodial
Educational Assistants

Secretarial
Store Room Clerk
Maintenance

3.2 Exclusions to the aforementioned unit include the following:

Treasurer of the Board
Supervisor of Building & Grounds
Supervisor of Cafeteria
Supervisor of Transportation
Substitute Employees
Temporary Employees
Payroll Clerk
Casual Employees
Seasonal Employees
Secretary to Superintendent

3.3 Newly-created positions shall be assigned to the unit if the majority of the duties of the position fall within the job descriptions presently in effect and the position does not fall within Ohio Revised Code Section 4117. 01 (C) (1) - (13).

ARTICLE 4 UNION SECURITY AND DUES CHECK OFF

4.1 OAPSE Local #422 and the Pymatuning Valley Board of Education agree that each and every classified full time and short hour employee in the recognized bargaining unit should contribute equally toward the cost of administration of this master agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE. Toward that end, the Board shall notify the Local President of all newly hired classified employees. All present members shall remain members.

4.2 Effective July 1, 1984 all new classified employees, whether they are employed by the Board as regular full time or regular short hour employees and who are eligible to hold membership in Pymatuning Valley OAPSE Local #422, shall become either:

- A. A member of OAPSE Local #422 and execute an authorization for dues deduction on a form provided by OAPSE.
- B. In the alternative, the Board Treasurer shall deduct from the salaries of the employee/s not applying for membership, a service fee in the amount set forth in

written notification by the OAPSE Local #422 Treasurer

within sixty days of said notice. This fee shall be required as a condition of employment.

- C. Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed-upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the agreement.
- D. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues. All bargaining unit employees have payroll deduction for the payment of dues or fees or remit payments directly to Local #422 Treasurer.

4.3 Such deduction shall be made in eighteen (18) equal installments beginning with the second pay in September and ending in May. Signed payroll deduction authorization executed by the member shall be continuous from year to year or until such time as the member withdraws such authorization in writing. Withdrawal of membership does not preclude the payment of the fair share fee. A member may withdraw membership during a ten (10) day period from August 22, through August 31.

4.4 The Union shall defend the Board, the Treasurer, their officers, members, agents and assigns in both their individual and official capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, unless willful, including legal fees and expenses, that may arise out of or by reason of the action taken by them for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointment of legal counsel for defense and indemnification.

ARTICLE 5 NEGOTIATIONS PROCEDURES

5.1 Coverage

- A. The Union has bargaining rights or all employees in the bargaining unit on the following issues:
1. Wages, fringe benefits and other matters of economic welfare.
 2. Terms and working conditions.
 3. Grievance procedures.
 4. Membership dues deductions.

5.2 Submission of Issues

Written proposals for negotiations shall be submitted by both parties at the first negotiation session. Each party shall be limited to proposing changes in eight (8) articles, excluding wages. The number of articles to be negotiated may be expanded by mutual agreement.

5.3 Negotiating Teams

- A. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not to exceed five (5), nor less than two (2) members each. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party.
- B. When tentative agreement is reached by the negotiating teams, the agreement shall be submitted to the Union for ratification. If ratified by the Union, the tentative agreement shall be submitted to the Board, at its next regular or special meeting, for ratification. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between these teams.

5.4. Negotiations Meetings

- A. Not less than ninety (90) days prior to the expiration of this agreement, either party, upon written notice to the other, may request an initial negotiations meetings. Within five (5) days after receipt of the request, the parties will establish a mutually agreeable site, date and time for the meeting.

- B. If the Board, or its designated representatives, desire to set a negotiations meeting during the normal school workday, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours would not be thusly affected.
- C. Once the meeting date, time and place have been established by both parties the following procedure will be used:
 - 1. In the first meeting the Union and the Board will present their written proposals and give an explanation.
 - 2. Subsequent meetings will be held to negotiate the proposals until a tentative agreement is reached.
- D. Each negotiations meeting will be held in closed session unless the parties agree to open the meetings.

5.5 Caucus

Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

5.6 Exchange of Information

The Superintendent shall furnish the Union and the Union will furnish to the Superintendent, upon request, all available information pertinent to the issues under negotiations; such as, financial conditions of the district by the Superintendent, or comparable wages and conditions by the Union.

5.7 Consultants

- A. In addition to the negotiations teams, each team is authorized to admit no more than two (2) employee consultants to negotiating meetings. Consultants may interchange comments with members of their team as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time. One observer shall be used when deemed necessary.
- B. The intended use of such consultants shall be communicated to the Board or the Union prior to all negotiations meetings.

5.8 Progress Reports

- A. Periodic written progress reports may be issued to the public during negotiations provided that any such press release shall have prior approval of both parties.
- B. The Union and the Board retain the right to issue general reports to its membership on the progress of negotiations.

5.9 Impasse

If agreement is not reached prior to the expiration of this agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to mediation and request a mediator to assist in negotiations. The use of the Federal Mediation and Conciliation Service shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code. Upon the expiration of this Agreement the Union retains the right to strike in accordance with Ohio Revised Code Section 4117.14(D) (2).

ARTICLE 6 UNION RIGHTS

6.1 The Union officers or their designee shall have the following rights in addition to the rights contained in other sections of this agreement:

- A. The right of access at reasonable times to areas in which employees work. This must first be cleared through the office.
- B. The right to use, without charge, Board of Education bulletin boards within the employees, work area, mailboxes and other means of normal communication for the posting or transmission of information or notices concerning Union matters.
- C. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times subject to administrative approval.
- D. OAPSE officers have the right to release time to conduct necessary Union business with Administrative approval.

6.2 The President of the Union shall have the following rights in addition to the rights contained in other sections of this Agreement:

- A. 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 every October 1st thereafter. The roster shall indicate the employees' present classification and primary job site.
- B. The right to receive two (2) copies of any budget or financial material submitted at any time to the governing Board.
- C. The right to notices of regular and emergency Board meetings and agendas of Board meetings as prepared for the Board members.
- D. The right to a copy of the Board Policy book and all changes to the Policy book in order that it may be kept current.
- E. Additionally, the President of the Union shall be provided with a copy of all Board minutes within five (5) working days following the Board's adoption of such minutes at the next regular Board meeting.

6.3 Professional Leave - Annual Convention

The OAPSE officers and delegates will be granted professional leave days by the Superintendent of Schools upon filing appropriate application.

6.4 Labor Management Meetings

The Superintendent and the Union shall meet to discuss, at the call of either party, but no more frequently than once per month, work related items. The purpose of the meeting shall be to solve problems before they become formal grievances; safety issues; to keep both parties to this Agreement informed of changes and developments caused by conditions other than those covered by this Agreement and to confer over potential problems in an effort to keep such matters from becoming major in scope.

6.5 Employment Information

A copy of the negotiated Agreement, salary, and fringe benefits package will be provided to all employees in the bargaining unit.

The Union shall be placed in the agenda of any regularly

scheduled meeting of the Board of Education by making a request at least five (5) work days prior to such meeting.

6.6 Release Time

- A. Employees who are required to work on NEOTA day shall be granted release time to attend the OAPSE Northeast District Meeting held annually on the same day as NEOTA is observed. They shall receive their appropriate rate of pay. Employees must indicate in writing five (5) days in advance of their intent to attend. Written proof of attendance is required.
- B. Members of the Union shall be permitted to attend one (1) chapter meeting per month without loss of pay. Two (2) hours shall be the maximum time allowed for such attendance.

6.7 Job Descriptions

- A. The administration will review and revise every three years, with input from the Union and employees, all job descriptions to reflect present job duties and assignments of the employees covered by this Agreement.

However, if a new position is created or job duties substantially change, the parties will meet to discuss the creation of a new job description and appropriate salary adjustment as necessary.

- B. The Union shall be provided a copy of all job descriptions and revisions thereof of classifications under this Agreement.
- C. Employees shall receive a copy of their job description upon assumption of the position, and thereafter as modified. Employees shall also receive, and may be called upon to prepare work procedures which detail the manner in which regular and special assignments are to be performed. Substitute employees will be provided with such work procedures and instructed therein by either the supervisor or classified employees.

ARTICLE 7 RIGHTS OF INDIVIDUALS

7.1 Individual Views

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting of the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union. All members of the

Union Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal and intimidation during and after completion of negotiations.

7.2 Concerns

Employees shall communicate work place concerns through the grievance procedure and/or the Labor Management Committee.

7.3 Contracts

Individual contracts of employment with the members of the bargaining unit shall be consistent with this agreement. However, nothing contained herein shall abridge the rights of the individuals to present his/her views and recommendations to the Board.

7.4 Personnel Files

Upon request, all employees shall be permitted to review their personnel file and any other records contained therein. There shall be one personnel file which will be kept in the vault in the Treasurer's office. The employee may request copies of items in this file. They may be accompanied by an employee of their choice or the Field Representative. If the employee is unable to review their file, upon presentation of a written authorization signed by the employee, their designee or Field Representative may review their file for them.

Anonymous letters and materials shall be provided to an employee and investigated prior to being placed in the employee's file. If, upon investigation, the anonymous letters or materials are not substantiated, they shall be removed from the employee's file.

An employee shall have the opportunity to reply to any material in the file by written statement which shall be attached to the file copy.

Derogatory material, reprimands, and suspensions, shall be expunged from the personnel files upon the request of the employee, after a sixty (60) month period of time.

Medical records and criminal check records shall not be made available to the public.

7.5

Fair Dismissal Policy

- A. The Board of Education and Union for the betterment of the morale of the school system and community, agree to the following to serve as guidelines for not extending a new contract to any employee:

- B. There shall be a probationary period of one year for all new employees or employees that change classification, which may be extended by mutual consent. This will allow the board to determine the fitness and ability of the new employee to do the work required. At any time during the probationary period, the employee may be terminated for any legitimate reason. During the probationary period the employee shall have no seniority rights. Employees retained past the probation period shall have their seniority computed as of their date of hire. During the probationary period the employee shall not have an expectancy of continued employment. One year from hire date. Any employee who changes classification will still have ten(10)days to return to their previous position.
 1. The Superintendent shall notify any classified employee that he/she will not be recommended by the administration to the Board of Education for a new contract and state the reasons, therefore giving said employee the opportunity to submit a letter of resignation or request a formal hearing as provided in paragraph "2" (next) before the recommendation is made.
 2. The employee shall have the right to a meeting with the Board, Superintendent and immediate supervisor. Such meeting shall be held at the next regularly scheduled Board meeting. At this time the employee may be represented by a representative of his/her professional Union.

7.6

Evaluations

Each employee may be evaluated annually by his immediate supervisor. Employees will have an opportunity to examine the results of their evaluation and shall affix their signature to same. Such signature shall not indicate agreement or disagreement with the contents of the evaluation but merely that the employee has read it. Further, the employee may attach any comments he/she feels appropriate to the evaluation. Each employee shall receive

a copy of their evaluation.

7.7 Disciplinary Action

- A. An employee shall not be disciplined without just cause. The Board agrees that a disciplinary problem should initially be resolved between the classified employee and his/her immediate supervisor.
- B. The Board agrees that all disciplinary actions, interviews and verbal reprimands affecting bargaining unit members shall be administered in private.
- C. For disciplinary actions more severe than a verbal reprimand, the Board agrees to provide the employee with written notice of the reasons for the intended action together with the dates for the implementation of the disciplinary action.
- D. Prior to any disciplinary action involving loss of pay or position, the employee shall be afforded a hearing. The employee will be notified, in writing, in advance, of the date, time, and place of the hearing (a copy shall be sent to the local president). The employee may be represented at any and all hearings by a union representative.
- E. The employee shall have the right to process any disciplinary action through the grievance procedure.
- F. The above procedure shall not apply to the non-renewal of an employee's contract which shall be covered by Article 7.5, Fair Dismissal Policy.
- G. All disciplinary actions shall be progressive in nature utilizing the steps below except in gross disregard of Board policy, administrative regulations and/or employment rules which may necessitate skipping steps.

Step 1 Oral reprimand (Written reports of oral reprimands may be placed in the employee's file but need not be.)

Step 2 Written reprimand

Step 3 Suspension with or without pay 1-3 days

Step 4 Suspension with or without pay 4 or more days

Step 5 Termination

7.8 Resignation

- A. All employees are required to submit a written resignation two (2) weeks prior to the termination of their employment.
- B. Employees resigning and subsequently returning to the employ of the Board shall be employed at Step 1 of the respective salary schedule.

7.9 Non-Renewal/Termination

- A. It is acknowledged by the bargaining unit that the Board may employ individuals prior to receipt of a criminal records investigation report, as required by Ohio Revised Code. It is expressly agreed between the Board and the bargaining unit that the Board may discharge any employee who is employed prior to receipt of the criminal records check, if the subsequent criminal records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual. The employee shall have no recourse to this action through the master agreement.

ARTICLE 8 LEAVES

8.1 Sick Leave

- A. Each employee shall accumulate sick leave at the rate of one and one-quarter (1-1/4) days for each month under contract. Employees shall accumulate sick leave at the rate of fifteen (15) days per year. Unused sick leave shall be cumulative up to and including 300 days for the 2013-14 school year; 310 days in the 2014-15 school years. An employee may transfer all earned and unused sick leave from another school district when employed by the Pymatuning Valley Local Schools.
- B. All sick leave shall be paid to the employee at his or her rate of pay, and for the regular number of hours the employee would have normally worked if not absent.
- C. Advance Use - Any new full-time employee or any employee who has exhausted all earned sick leave shall be advanced five (5) days sick leave provided that no employee will be advanced more sick leave than he/she will earn in the remainder of the school year which ends on June 30. Any advance of sick leave days shall be earned (1-1/4 days per month) prior to any additional use of sick leave credit. For the purpose of definition, July 1st begins the new year.

- D. Use for Illness, Accidents and bereavement - Employees are authorized to use earned sick leave for absence due to injury, illness, bereavement exposure to contagious disease, child birth and other needs related to the health of the employee or a member of the immediate family. Sick leave may be used in 1/4-day increments, except for transportation.
- E. Immediate family is defined as follows: husband, wife, son, daughter, children-in-law, brother, sister, parents, parents-in-law, grandparents, aunts, grandchild, uncles, nieces, nephews, significant other/domestic partner or members of the immediate household of the employee who are related to the employee or the employee's spouse.
- F. Excessive absence may result in adverse evaluations of an employee's work performance. Abuse of sick leave shall be good and just cause for disciplinary action. An employee who consistently uses sick leave in a discernible pattern, such as on Fridays, Mondays or paydays or uses sick leave for more than two days in a row, may be required to submit medical certification from a licensed physician within three days of returning to work. If medical certification is not presented, deduction in pay can occur. Use of sick leave other than those listed in Article 8.1 and/or falsification of sick leave may be grounds for disciplinary action up to termination.

8.2 Maternity/Child Care Leave

- A. Leave Rights: An employee who is pregnant or who is adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody; and (b) one (1) year after the child is born or adopted. Such leave shall be granted for the balance of the school year in which it is requested and may be extended for up to one additional calendar year upon application for extension.
- B. Application for Leave: Application for maternity/child care or adoption leave shall be in writing and submitted to the Treasurer or Superintendent and shall contain a statement of the expected date of birth - or in the case of adoption the date of obtaining custody - the date on which the leave of absence is to commence and the date the employee anticipates return to employment. Applications for maternity/child care leave shall be granted by the

employer. Applications for maternity/child care leave extension may be granted by the employer.

- C. Time for Filing Application: Application for maternity/child care leave prior to childbirth or adoption should be made prior to the thirtieth (30th) day before the beginning date of maternity/child care leave. The employee's failure to make a timely application shall not be grounds for denying the approval of maternity/child care leave.
- D. Reinstatement Rights: Employees on maternity/child care leave shall give notice of the intent to return to their former position at least forty-five (45) days prior to the expiration of the leave. Upon return from the approved maternity/child care leave, the employee shall be entitled to reinstatement to the same position or a comparable position to that which she held prior to the leave. Failure to give notice forty-five (45) days prior to the expiration of the leave may result in assignment to a comparable position. If the employee desires to return to active service prior to the stated date of intent to return, the employee shall notify the Superintendent, in writing, that an early return to service is requested and the date upon which the employee wishes to return. This request may or may not be granted at the discretion of the Superintendent. At the expiration of the leave period as originally granted, the employee shall be entitled to reinstatement on the same terms and conditions as though she returned from leave at the time set forth in the application.
- E. Benefits During and After Maternity/Child Care Leave: All insurance coverage shall be continued for those who are on maternity/child care leave upon the payment of total premium by the employee except for that portion of a Maternity Leave which may be taken under Section 8.4 of this agreement. Said premium will be payable at the beginning of each month to the Board Treasurer. Benefits shall be reinstated upon the employee's return, however, advance increment shall not be given unless the employee worked at least 120 days of the total school year in which the leave commenced. School year is July 1st to June 30.

8.3 Paternity Leave

- A. Paternity leave will be approved by the Superintendent for male employees when their wife is giving birth or a child is being adopted. Such leave shall be in accordance with other applicable sections of this agreement.

8.4 Family and Medical Leave Act

- A. Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that the provisions of FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under FMLA shall run consecutively to existing paid leave benefits, and an employee must use all available paid leave prior to being placed on FMLA leave. A year for the purpose of FMLA shall be July 1 to June 30.

8.5 Personal Leave Days

- A. Classified employees shall be provided three (3) unrestricted personal leave days per year without loss of pay.
- B. Employees wishing to make use of this leave must submit a written request to his/her appropriate supervisor a minimum of three (3) days in advance, on the appropriate form (copy attached) except in an emergency. Should an employee fail to submit a written request on the appropriate form three (3) days in advance, reasons for the use of personal leave must be given and must be approved by the Superintendent in order to receive pay for the use of personal leave. In an emergency, the employee will be expected to call in, if possible. In an emergency, the reason for personal leave shall be given to the employee's Supervisor.
- C. Personal leave days shall be granted on the day before or after a school recess or holiday with the approval of the Superintendent. Any employee who wishes to take a personal day before or after a holiday will be charged an additional personal day.
- D. Any employee who by willful misrepresentation violates this personal leave policy may be subject to suspension.
- E. Up to one (1) personal leave day which is unused at the end of each school year may be carried over and added to the employee's personal leave accumulation. Personal leave days shall not exceed four (4). Employees must notify school treasurer in writing by June 15th of any school year of their intent to carry over one (1) personal day into the next school year. All personal days over four(4) will be converted to sick leave.

8.6

Retirement/Severance Pay

- A. Upon retirement of employment with the Board, each Employee shall receive one-quarter (1/4) of their earned, but unused sick leave not to exceed eighty (80) days in 2013-14, eighty (80) days in 2014-15. Such payment shall be made be made in the employee's final pay or within six (6) months of retirement to the employee's 403(b) annuity plan at the employee's

- B. Upon the death of a retirement-eligible employee, the deceased employee's beneficiary shall receive all severance pay due to the employee at time of death. Payment shall be made either with the deceased employee's final pay or within six (6) months of death, at the deceased employee's beneficiary's option.

- C. The Board shall pay a retirement incentive bonus to any eligible bargaining unit member who makes written notice to the Treasurer of their intent to retire in any year no later than the close of business April 1st (should April 1st fall on a Saturday written notice will be served by the close of business March 30th, likewise, should April 1st fall on a Sunday written notice will be served by the close of business April 2nd). Any employee, who notifies the treasurer of their intent to retire, must do so by June 30th of that year. The retirement incentive bonus shall be based upon the employee's total service within the District as follows;
 - 15-19 years of service \$500.00
 - 20-24 years of service \$800.00
 - 25 or more years of service \$1,200.00

8.7

Unpaid Leave of Absence

Upon the written request of an employee, the Board of Education may grant a leave of absence for a period of no more than two (2) consecutive school years for such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request a Board may grant a similar leave of absence and renewals thereof to any employee because of physical or mental disability, but such employee may have a hearing on such unrequested leave of absence, or its renewals in accordance with Section 3319.13 of the Revised Code.

8.8

Incentive Leave

All bargaining unit members who are nine-month or ten-month employees who are absent on sick or personal leave for not more than three (3) days within the contract year, July 1 through June 30, shall receive two (2) days pay at their appropriate rate of pay. All bargaining unit members who are eleven-month or twelve-month employees who are absent on sick or personal leave for not more than four (4) days within the contract year, July 1 through June 30, shall receive two (2) days pay at their appropriate rate of pay. The monies shall be paid in a lump sum by July 15 of the following contract year. Any employee who maintains perfect attendance for a contract year shall receive three (3) days pay at appropriate rate.

8.9

Worker's Compensation

- A. All employees covered under the terms and conditions of this Agreement are covered under the State Worker's Compensation Act in case of injury or death incurred in the course of, or arising out of, their employment.
- B. An injury incurred while performing assigned duties shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Worker's Compensation.
- C. Employees will have the option of taking sick leave or temporary-total disability as a result of a job-related injury.
- D. Employees returning from an injury, under these provisions, shall return to their former position if medically capable of doing those job duties and provided such return occurs within one year from the date of the Workers' Compensation leave. Medically capable shall mean a "Release to Return to Work" from the employee's doctor or a second opinion from a mutually agreed upon doctor if so requested by the board. During the worker's absence (up to one year) the position will be filled by a substitute.

Should the position no longer exist, due to abolishment, or should absence extend beyond one year the employee shall return to a comparable position of comparable hours.

Employees shall accrue seniority while on such injury leave. Seniority accrual may not mean advancement on the salary schedule unless the employee has worked a minimum of 120 days during the preceding year.

ARTICLE 9

GENERAL PROVISIONS

9.1 All full time bargaining unit members shall be designated as follows:

12 month employees	221-260 days
10 month employees	196-220 days
9 month employees	178-195 days

9.2 Non-Consistent Assignment

Employees shall not be assigned to duties unrelated to the present employment positions held under contract unless unforeseen circumstances are such that immediate and/or emergency measures are necessary to accommodate the needs of the district.

9.3 Pay Periods

- A. Employees will receive their pay in twenty-six (26) pay periods, unless otherwise designated, for each contract year. Said pays shall be made every other Friday or the day prior to any school recess (if the payday should fall on a day when school is not scheduled to be in session).
- B. Payroll deductions are made for:
1. Withholding tax according to information contained on exemption certificate filled out and given to the Treasurer of the Board.
 2. Membership dues or fees to OAPSE.
 3. Employee's share of retirement contribution.
 4. Credit union payments as authorized by the employee.
 5. Annuity fund payments as authorized by the employee.
 6. Insurance as authorized by the employee.
 7. Political contributions.
 8. Charity, United Way or CDC
 9. AFSCME P.E.O.P.L.E.

The Board agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E.

deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. 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.

9.4 Hours of Employment

All present employees, as of September 1, 1984, shall be guaranteed their present number of hours of employment each day. All new employees hired after September 1, 1984 shall be guaranteed a minimum of two (2) hours of employment per day. Employee contracts and salary notices shall contain the actual number of hours worked per day and per year, no matter how many positions held.

9.5 Physical Examinations

Any employee required as a condition of employment, to have a physical examination will have no out-of-pocket expenses for such examination provided the examination is administered by the Board's physician.

9.6 Subcontracting

The Board agrees that it will not enter into agreements with private contractors to do work done routinely on a daily basis by Bargaining Unit members. If work needs to be done that is beyond the expertise of bargaining unit members, or in extraordinary circumstances, the Board may deem it necessary to subcontract work. Such subcontracting will not reduce staff, reduce hours, or infringe upon overtime. The Board shall notify the Bargaining Unit of such subcontracting at its earliest opportunity.

9.7 Smoke-Free Buildings/Vehicles

The Board and the Bargaining Unit expressly agree that all buildings and vehicles owned by the Pymatuning Valley Local Board of Education will be designated smoke-free buildings. As a result, the use of any kind of tobacco, including but not limited to cigars, pipes, cigarettes, chewing tobacco, snuff, etc., will not be permitted inside any facility

owned by Pymatuning Valley Local Board of Education or in any vehicle owned by the Board of Education.

9.8 Building Use

A Custodian shall be on duty whenever a school building is being used for an official public function. (i.e., when the school building is rented or when there is admission charged for attendance.)

9.9 FEES

A. All fees associated with employment within the District shall be borne by the District. The district will pay only for FBI background checks, physical examinations, drug testing. After the first initial cost.

B. All classified employees and spouse or partner will be granted free admission to home games.

ARTICLE 10 WORK WEEK, OVERTIME, AND PREMIUM RATE OF PAY AND SPECIAL PAY PROVISIONS

10.1 Standard Work Week

The standard work week shall be Monday through Friday.

10.2 Premium Rate of Pay

Each employee shall be paid time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week. Each employee requested to work on any designated holiday shall receive time and one-half (1-1/2) the normal rate of pay in addition to the regular holiday pay.

10.3 Compensatory Time

Compensatory time may be taken by the employee in lieu of premium pay at the employees option, to be scheduled by mutual agreement with the supervisor.

10.4 Computing Overtime

For purposes of computing the forty (40) hour work week and overtime pay: sick leave, personal days, holidays, vacation and compensatory time shall not be counted as hours worked.

Only pre-authorized overtime shall be payable under this section, holidays that are recognized in contract.

10.5 Granting Overtime/Extra Work

- A. Overtime and extra work (hours) shall be granted to employees within a building in the appropriate classification on a seniority rotation basis once all employees in the classification have worked 40 hours. Should an employee from within the building not be available, another employee from another building, in the appropriate classification, shall be granted the overtime or extra hours on a seniority rotation basis before a substitute is used.

B. Classification Pay

The Board agrees that if any employee serving under contract is requested and does perform work that is normally performed by an employee holding a higher classification, then such employee shall receive the rate of pay normally paid the higher classified employee. The employee shall receive the higher rate of pay starting with the first full day in the higher classification. No such employee may receive a differential rate of pay unless the required/authorized time sheets have been properly completed and timely submitted to the payroll department.

10.6 Lack of Substitutes

Substitutes will be provided for regular employees who are off work when possible. When a substitute is not obtained, regular employees whose duties may be altered by the absence will be notified of the situation by the supervisor or administration.

10.7 Calamity Days

- A. Any employee who is required to work on any day in which a school or schools are closed due to inclement weather, mechanical failure or public calamity shall be paid their regular rate of pay for all hours worked in addition to calamity day pay. Employees may elect to take compensatory time off in lieu of premium pay, with written notification to the appropriate supervisor.

On days when school is recessed early, the above provision shall be subject to Section C.

B. All employees who are not required to report for work on those days when a school or schools have been canceled shall be paid for the normal number of hours the employee would have worked had school not been canceled.

C. Calamity Day Early Dismissal

When it becomes necessary to declare a calamity day, after school has begun, the administration shall make every effort to send all employees home as soon as possible or within one hour after students are dismissed. Employees shall be paid their regular rate of pay plus calamity day pay if asked to work past one hour.

D. Show Up

In the event an employee reports to work without being notified of school's closing, the employee shall be paid one and one-half (1-1/2) hours pay in addition to the employee's calamity day pay due.

An announcement over the radio shall be sufficient notification. The Board will make the initial call in a telephone chain calling system to help inform employees who begin their work day before 7:00 a.m.

10.8 Call Out Pay

Employees who are called out two (2) or less hours, or are requested to report prior to their normal reporting time, shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1-1/2).

10.9 Early Dismissal of Students

In the case where the Board has dismissed students early, other than calamity day, employees will be expected to continue to work at their regular rate of pay until their work day is complete.

10.10 Delayed Starts

In the event a school day is subject to a delayed start, all employees will report at regular hours with the exception of bus drivers. The bus driver's day will be delayed to coincide with the districts delay. All employees

will receive their regular daily pay. Delayed starts will be kept to a minimum.

10.11 Tool Allowance

Bus mechanics shall receive a \$300.00 tool allowance. Reimbursement will be paid when receipts are turned in. Maintenance personnel shall be afforded the opportunity to suggest their tool needs to their supervisor for possible procurement by the Board.

ARTICLE 11 INSURANCE

11.1 Hospital, Surgical, Major Medical

- A. Married employees are eligible for full coverage under a family plan or individual plan.
- B. Unmarried employees, with dependents, are eligible for full coverage under a family plan or individual plan.
- C. Single employees are eligible for full coverage under a single plan.
- D. Husband/wife employees of the Board will be issued one family policy.
- E. Participation in the hospital, surgical, major medical, dental and vision plans is not automatic. All employees must make application for formal enrollment on forms that are available at the Treasurer's office at any time permitted by the carrier.
- F. Employees that work five (5) hours or more per day who opt-out of insurance coverage will receive an annual stipend of \$2,000.00 providing their spouse isn't also covered under the School District's plan. Employee must have been covered by district insurance the previous year. Such waiver shall be offered at the time of employment and during the commencement of each school year, but no later than October 1. Payment shall be received no later than the end of the current school year.

11.2 The Board shall purchase, through a carrier licensed by the State of Ohio, hospital/surgical insurance coverage, major medical insurance coverage, dental insurance coverage, and vision insurance coverage which meets or exceeds the specifications below for each member of the bargaining

unit, now or hereinafter employed, and his/her eligible dependents. For employees regularly scheduled to work six (6) to eight (8) hours per day and regular short-hour (less than six (6) hours per day) employees hired prior to September 1, 1984, the full cost of such insurance and any increases thereof shall be paid by the Board. For regular short-hour (less than six (6) hours per day) employees hired on or after September 1, 1984, the Board shall pay that portion of the cost of such insurance which corresponds to the ratio of average hours worked to six (6) hours as follows: 2/6, 3/6, 4/6, 5/6.

11.3 Hospital Surgical Insurance

PPO Health Insurance per negotiated contract. See Treasurer's Office for insurance packet.

11.4 Insurance Premiums

The following medical insurance co-pays will be in effect for the duration of the contract:

12 Month Employees will pay \$80 per month for family coverage and \$40 per month for single coverage

10 Month Employees will pay \$94 per month for family coverage and \$47 per month for single coverage.

9 Month Employees will pay \$100 per month for family coverage and \$50 per month for single coverage.

During the duration of the contract the board agrees to make an insurance co-pay reimbursement back to each employee that carries medical insurance in two payments on the first pay in December and the first pay in June. The December payment will include the insurance months of July through December and the June payment will include the insurance months of January through June. This reimbursement will be equal to half of the total co-pay each employee paid during each period.

11.5 Dental Insurance

Specifications:

Maximum Benefits Per Covered Person per year \$1,500

Deductible -	Family	\$50
	Single	\$25

Orthodontic \$2,000

11.6 Vision

VSP Well Vision

11.7 Group Life Insurance

- A. The Board shall purchase from a carrier licensed by the State of Ohio, group life insurance for each member of the bargaining unit in the amount of thirty thousand dollars (\$30,000), and accidental death and dismemberment coverage in the amount of thirty thousand dollars (\$30,000). The full cost of this program, and any increase thereof, shall be paid by the Board.
- B. Upon retirement and if permitted by the carrier, a retiree may, at his/her own expense, continue this group life insurance.

11.8 Insurance Committee

Effective October 1, of each year, there shall be formed a joint labor management committee on insurance. The committee shall be compromised of not more than 4 (four) members of OAPSE and 4 (four) members designated by the Board of Education. This committee shall have the power to procure the Requests for Proposals (RFP) and Requests for Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to the employees. The Board of Education or its designees shall ensure all data requested by this committee is provided in a timely and efficient manner.

ARTICLE 12 HOLIDAYS

12.1 The Board agrees to the following holidays for employees covered under the terms and conditions of this Agreement:

Labor Day	All
Thanksgiving Day	All
Day after Thanksgiving	All
Christmas Eve Day	All
Christmas Day	All

Day after Christmas	12-month employees
New Years Eve Day	12-month employees
New Years Day	All
Martin Luther King Day	All
Good Friday	All
Memorial Day	All
July 4th	12-month employees

In lieu of President's Day, less than 12-month employees will work a floating in-service day to be scheduled on a year to year basis with input from the Bargaining Unit per classification. 12-month employees have the option of the Monday after Thanksgiving or the day after Christmas. (This will apply as long as there is no scheduled school day on the Monday following Thanksgiving.)

* President's Day will be a floating in-service day mutually selected by the administration and the bargaining unit member secretaries. (Bus Drivers Only) Presidents' Day - Drivers will be paid actual time when there is an Inservice.

- 12.2 Employees shall accrue earnings on the last scheduled day prior to and following the aforementioned holidays.
- 12.3 In the event a holiday falls on Saturday, the Friday preceding will be recognized. In the event the holiday falls on Sunday, the Monday following will be recognized.

ARTICLE 13 VACATION

- 13.1 Employees in the employ of the Board for eleven (11) or more months per year shall be entitled to vacation as follows:

Six months to one year by July 1st - five (5) days.

One year to five years by July 1st - ten (10) days.

Starting six years to ten years by July 1st -fifteen (15) days.

Starting eleven years to nineteen years by July 1st - twenty (20) days.

Starting 20 years by July 1st - twenty (20) days.

Starting 21 years by July 1st - twenty-one (21) days.

Starting 22 years by July 1st - twenty-two (22) days.

Starting 23 years by July 1st - twenty-three (23) days.

Starting 24 years by July 1st - twenty-four (24) days.
Starting 25 years by July 1st - twenty-five (25) days.

- 13.2 In an office, building, or department where more than one employee is working, the employee with the most seniority in that office, building, or department shall have first choice for vacation scheduling.
- 13.3 A bargaining unit member who is hospitalized, becomes ill, or experiences a death in the family while on vacation may request sick leave in place of vacation.
- 13.4 For the purposes of computing vacation eligibility the employee's hire date shall be used. Employees who change classifications, which encompasses a longer work year, shall be eligible for vacation based on pro rata on such employee's years of service from his/her date of hire (i.e., 9 months equal 3/4 of a year).
- 13.5 Employees may schedule their vacation time at any time during the year except that vacation may not be scheduled during the first and last week of the student school year. Vacation requests involving extenuating circumstances may be approved by the supervisor or superintendent on a case by case basis.
- 13.6 Employees accumulated vacation days shall not exceed 30 days.

ARTICLE 14 BIDDING PROCEDURE

- 14.1 A. When a vacancy, newly created positions, revised positions (an increase of more than one (1) hour in the number of hours worked per day), occurs in a particular classification, or a position at a particular job location, it shall be posted in a conspicuous place in each building or work location for a period of ten (10) workdays. Such posting shall be done within ten (10) workdays of the vacancy. Additionally the administration will post on the district website. This shall be advisory only and not the official posting. If no such posting is made, a notice shall be posted that the position has been abolished. Vacancies will be awarded within ten (10) workdays of the expiration of the posting period. Employees awarded vacancies will be transferred to the new position within ten (10) workdays of the award.
- B. When an opening in a Bargaining Unit position occurs and that position is not bid upon by a regular employee, the Board may fill the position with a substitute until the end of the

contract year (June 30) if the unbid opening occurs after May 1 for a 12-month position, or April 1 for a less than 12-month position.

- C. The Board may conduct examinations of applicants for vacancies. Such examinations shall be uniform for all applicants and shall be based solely and specifically on the qualifications stated in the Board-approved job description for the position.

14.2 Employees may request the vacant position in writing to the appropriate supervisor within the ten (10) workday posting period. In selecting the replacement employee, the Board shall apply the following formula:

A. Award Within the Classification

1. The vacant position shall first be offered to the employee within the department or classification of the position.
2. If more than one employee within the same department or classification requests the position in writing, the employee with the highest seniority date shall be awarded the position.
3. An employee awarded a position within their classification will serve a ten (10) working day probationary period, during which the employee may chose to return to his/her previous position, or the administration may return the employee to his/her previous position if it is shown, in writing, that the employee is unable to perform the duties of the new position.

B. Award Outside the Classification

1. If the position is not filled by an employee within the vacant classification or position, the vacant position shall first be offered to the most qualified bargaining unit employee who requests the position in writing.
2. If employees are equally qualified, the most senior shall be awarded the position.
3. An employee awarded a position outside their classification will serve a twenty (20) working day probationary period, during which the employee may chose to return to his/her previous position, or the

administration may return the employee to his/her previous position if it is shown, in writing, that the employee is unable to perform the duties of the new position.

14.3 Classification seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular classification computed from the most recent date the employee was effectively transferred into or actually began working in the classification pursuant to Article 14.

System seniority shall be defined as the uninterrupted length of continuous service in the bargaining unit computed from the most recent date the employee actually began working in the bargaining unit pursuant to Article 14.

14.4 Supervisor positions are not subject to the aforementioned provisions of this article. However, employees may bid on any vacancies in this area.

14.5 Short-hour employees may bid and hold more than one position as long as their schedules permit them and the employee's workdays do not exceed an eight (8) hour day. There should be at least fifteen (15) minutes between the starting and quitting times of each position.

14.6 Employees who do not work during the summer months shall be offered the first opportunity for any summer work for which they are qualified prior to it being offered to substitutes, certificated staff, or outside people, provided that summer employment for such employees shall not be counted in determining whether an employee is eligible for vacation or holidays which occur during the summer months.

ARTICLE 15 LAYOFF AND RECALL

15.1 Layoff will not be used to replace bargaining unit employees with outside contractors.

15.2 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, or return to duty of an employee from leave of absence, the following procedures shall govern such layoff.

15.3 The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position. No substitute personnel shall be deployed

to work in a position that is not filled due to attrition or layoff. If the work of a position from which an employee is laid off is assigned to another employee, and the other employee is unable to complete his/her duties during regular contracted hours, additional contracted time sufficient to complete the duties will be granted to the position by the Board. Other employees whose positions are residually affected by reassignment of duties shall also be subject to this provision.

15.4 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as in Section 14.3 of this Agreement. Authorized leaves of absence do not constitute an interruption in continuous service, but no seniority shall be accrued during such layoff or leave of absence. In the case of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first. Any employee in the bargaining unit affected by such a reduction has the right to bump a less senior employee in the following order:

- A. Within the same classification.
- B. Within the same classification series.

When bumping within the classification series in accordance with this section (15.4 B, Within the Same Classification Series), employees can bump in a lower classification in the series but cannot bump into a higher classification in the series.

The parties agree that there are four (4) classification series, to-wit: cafeteria series, secretarial series, and mechanic/driver series, and maintenance/custodial series.

Laid off employees may bump within a series according to the following:

Cafeteria
Head Cook
Cook

Secretarial
Secretary-Clerk
Secretary
Secretary/Educational
Assistant
Educational Assistant

Mechanic/Driver
Head Mechanic

Maintenance/Custodial
Maintenance Worker

Mechanic
Bus Driver

Custodial

- C. Within the classification the employee held immediately prior to the holding the classification from which the employee was laid off.
- 15.5 For purposes of this article, job classifications are those listed on the attached salary schedule.
- 15.6 The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- 15.7 Twenty (20) days prior to the effective date of layoff the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. If hours are reduced due to student movement, a one (1) week grace period will be granted to the affected employee before action is taken. Each notice of layoff shall state the following:
- A. Reasons for the layoff or reduction.
 - B. The effective date of layoff.
 - C. A statement advising the employee of his/her rights of reinstatement from the layoff.
- 15.8 For the classification in which the layoff occurs the Board shall prepare a reinstatement list and the names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. 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.
- 15.9 Vacancies which occur in the classification of layoff shall be offered in writing by certified mail to the employees standing highest on the layoff list before the next person on the list may be considered.
- 15.10 The employee's name shall remain on the appropriate list for a period of not less than two (2) years. If reinstated from layoff during this period, such employee shall retain all

previously accumulated seniority and a notice of reinstatement shall be made by certified mail.

- 15.11 Supervisory personnel shall accrue seniority for that period of time in which they performed bargaining unit work prior to or following supervisory employment. Supervisory personnel may only exercise seniority rights if employed in a bargaining unit position. Supervisory personnel accrue no seniority while employed outside the bargaining unit.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 Definitions

- A. A "grievance" is herein defined as any complaint of any employee(s) or OAPSE involving the interpretation, application or alleged violation of this Agreement, any work rule or Board or administrative action. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as possible in the resolution of grievances.

16.2 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums. The time limits may only be extended by mutual agreement of the parties. Any grievance not presented or appealed within the time limits shall be waived. If an answer is not given within the time limits, the grievance shall automatically advance to the next step.
- B. Grievances shall be resolved as follows:

Level One

An aggrieved person shall first discuss his/her grievance with his/her supervisor, by either himself/herself, or in the company of an OAPSE representative, with the objective of resolving the grievance informally. If the Union has representation, the supervisor has a right to representation. The grievance so presented may be adjusted without the intervention of OAPSE as long as the adjustment is not inconsistent with the terms of this Agreement and as long as OAPSE has the opportunity to be present at the adjustment.

Level Two

If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) working days after such discussion, the grievance may be filed in writing with the aggrieved employee's supervisor. The aggrieved person shall file a written grievance within twenty (20) working days of the date the grievant knew or should have known of the event or occurrence which gave rise to the grievance. The supervisor shall, within five (5) working days after receiving the grievance, give the aggrieved employee a written answer.

Level Three

If the aggrieved person is not satisfied with the disposition made at Level Two, the aggrieved employee may, within five (5) working days of the Level Two answer forward the written grievance to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved person shall have the right to be accompanied by an OAPSE representative. The Superintendent shall also have the right to representation. The Superintendent will send the aggrieved person a written disposition of the grievance within five (5) working days of the hearing.

Level Four

If the grievance does not concern an alleged violation, misinterpretation or misapplication of the Agreement, the aggrieved person may within ten (10) working days after receiving the Superintendent's disposition, refer the grievance in writing to the Board. Within fifteen (15) working days (or the next Board meeting after said fifteen (15) days after such referral) the Board shall meet with the aggrieved person (and representative) and such other as it deems advisable, for the purpose of resolving the grievance. The Board shall render its decision in writing within ten (10) working days. The decision of the Board shall be final and not appealable.

Level Five

- A. If the aggrieved person is not satisfied with the disposition made at Level Three and the grievance involves an alleged violation, misinterpretation or misapplication of the Agreement, the Union may, within ten (10) working days of the Step Three answer, notify the Superintendent in writing of its intent to submit the grievance to arbitration.

- B. Within ten (10) school days after notice of desire to arbitrate is given, the parties shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either party may request a second list. The arbitrator shall be selected by the alternate strike method. The parties shall flip a coin to determine who strikes first.
- C. The arbitrator so selected shall hold the necessary hearing promptly. His decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power to decide only those issues specifically presented and shall have no power to issue opinions and observations concerning issues or provisions of this Agreement not specifically alleged to have been violated. The decision of the arbitrator shall be final and binding on all parties. The arbitration shall be conducted in accordance with the voluntary arbitration rules of the American Arbitration Association.
 - D. Cost for the service of the arbitrator, including per diem expenses, if any and necessary travel and subsistence expenses, shall be paid by the losing party.

16.3 Miscellaneous

- A. The Board may be represented at all stages of the grievance procedure by any person of its choosing. The aggrieved person shall be represented at all stages of the grievance procedure by a representative designated by OAPSE.

ARTICLE 17 TRANSPORTATION

17.1 Sick leave may be taken in one-half ($\frac{1}{2}$) days.

17.2 A driver that is absent from their morning run but is available and does work their afternoon run is eligible for a PM (field) trip.

A driver that is absent for their PM run shall not be eligible for a PM (field) trip.

A driver that is absent for their PM run before a weekend or a holiday they shall not be eligible for any weekend/holiday break (field) trip(s).

A driver that misses an entire day of work is not eligible for a PM (field) trip.

17.3 Forty-five (45) minutes per paid days shall be allocated for the following duties:

1. Bus washing.
2. Breakdowns.
3. Delays due to weather, roads, etc.
4. Bus inspections.
5. Meetings called by administration.
6. Student discipline matters.

17.4 All bus drivers are required to attend the annual safety meeting and will be paid at their regular rate of pay for up to four hours to attend this meeting.

17.5 All bus drivers shall be guaranteed a minimum of four (4) hours per school day, plus twenty (20) minutes cleanup time, if single bus runs are implemented.

17.6 The drivers shall have bus storage according to Board policy. The housing of school owned vehicles will be subject to the approval of the transportation director and Superintendent of Schools.

17.7 Field Trip

On days when schools are not in session, bus drivers shall be paid fifteen (15) minutes in advance of the time the trip is scheduled to leave the pick up point for the purposes of pre-trip inspection and fifteen (15) minutes after the trip returns for the purpose of clean-up.

Drivers shall be paid at their regular hourly rate while driving to and from field and activity trips. Effective July 1, 2007, drivers shall be paid at the rate of \$10.00 per hour for the entire length of the event or activity while waiting at the aforementioned trip.

- 17.8 A. The Board shall post and maintain a field trip roster which shall bear the names of all drivers wishing to take such trips. This roster shall be posted in the bus garage. Trips shall be posted and assigned ten (10) days in advance and shall indicate the driver's name, date and time of trip. Field trips shall be granted on a seniority rotation basis from the field/activity trip roster to drivers whose hours for the week have not totaled 40 hours. Drivers can take any trip posted as long as the driver's total hours (includes hours from other departments) are under 40 total hours for the week. If a driver selects a trip that puts them over 40 hours for the week, a driver cannot select another trip. Drivers shall notify the Transportation Supervisor/ designee and/or head mechanic not less than two (2) days prior to the trip departure of intent to decline a trip. Drivers who timely decline a trip shall be assigned to the bottom of the list and will not be eligible to take another trip until the next rotation cycle. A driver who declines a trip less than two (2) days prior to trip departure will not be eligible to take a trip for two (2) rotation cycles. If the driver declines the trip on the day of departure due to illness, the driver shall not be placed at the bottom of the list but will be eligible for trips in seniority rotation order. The Supervisor/designee and/or head mechanic shall attempt to reach the next two (2) drivers on the seniority roster who shall be designated (on call) to take the trip and if they are unable to take the trip or cannot be reached, the Supervisor/designee and or head mechanic may award the trip to a substitute driver. This section shall not apply to trips scheduled less than five (5) days in advance.
- B. Field and activity trips shall be offered to regular drivers by the above procedure. If such trips overlap the driver's regular routes, they may be offered to substitute without complying with the above procedure.
- C. Seniority Rotation Roster - shall begin on the first day of school each year and continue until the beginning of the following school year.
- D. In the event that an assigned trip is cancelled due to weather, safety or for any other reason, the driver that had been assigned the trip will be eligible to take the next available (un-assigned/newly posted/declined) trip.

17.8 Report Pay: Any driver who is available at the appointed time of departure for an extra trip to which they have been assigned, but which trip is canceled, will receive one and one-half (1-1/2) hours pay at the driver's regular rate of pay.

- 17.9 In the event a trip is canceled one (1) hour or more prior to departure and the driver can be notified, such driver shall not be entitled to one and one-half (1-1/2) hour payment. For the purpose of definition: an "extra trip" is one not run on a regular basis.
- 17.10 Once a driver removes his/her name from the field trip roster, his/her name shall not be added to the roster until the next school year.
- 17.11 Any additional bus run requiring the transporting of a student(s) during the day or between routes that increases a driver's time by more than an hour shall be posted, bid, and awarded on a seniority basis.
- 17.12 The Board shall pay all costs associated with Bus Drivers re-certification.
- 17.13 It is the option of the Board of Education to employ a Head Bus Driver. If a head bus driver is employed, the head bus driver will split duties between head bus driver and driver. The schedule will be determined by the Transportation Supervisor. In addition, the head bus driver will be given additional days not to exceed 15 days to be used before and after the school year to prepare routes and complete reports. While acting as head bus driver, a minimum of \$1.00 per hour will be added to the driver rate.
- Seniority will not be the sole criteria for filling a head bus driver position. The Superintendent or designee will make the determination based on the assessment of candidates, needs of the department and in the best interest of the school district.

ARTICLE 18 CAFETERIA

- 18.1 One hundred percent (100%) of the Cafeteria Supervisor's salary will be charged to the Cafeteria Fund, provided that the Cafeteria Supervisor's paid time is 100% exclusive to the cafeteria.
- 18.2 The Use of School Kitchens
- When a cafeteria kitchen is being used a cafeteria employee shall be on duty at all times.
- 18.3 Fifteen (15) minutes shall be added to the contracts of cafeteria employees who are assigned banking duties.
- 18.4 An opening year meeting of the cafeteria staff shall take

place on orientation day. Any employee attending the meeting for longer than their contract hours will be paid for the additional time spent meeting.

- 18.5 Meetings throughout the year will be held on an as-needed basis. If such meetings require additional time beyond the employee's regular work hours, the time shall be compensated at the hourly rate of pay.
- 18.6 The wage schedules for cooks and head cooks employed after June 30, 1993, shall be maintained (and increased at the same rate as other schedules).
- 18.7 Monthly profit and loss statements will be distributed to all cafeteria employees.
- 18.8 Each building Principal has full access to the entire building as needed for the benefit of the school, its students and all of its employees.
- 18.9 Cafeteria commodities will be separated by school before delivery.

ARTICLE 19 MANAGEMENT RIGHTS

- 19.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Section 4117.08(C) of the Ohio Revised Code.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 20 TERMS

The terms of this Agreement shall be from July 1, 2013 through June 30, 2015. The union specifically retains the right to strike and parties agree to utilize Article 5 as the mutually agreed dispute resolution procedure.

If, during the term of this Collective Bargaining Agreement, any other group of employees of the Pymatuning Valley School District receives a greater benefit, either wages or insurance, the members of OAPSE, Local 422 will be immediately granted the same benefit.

FOR THE PYMATUNING VALLEY
LOCAL BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME LOCAL 4
AFL-CIO LOCAL #422

Sharon Hunt

Spencer Maloney local OAPSE

~~_____~~

Phillips

~~_____~~

Jelen Cortright

~~_____~~

Dorinda L. Bopp

Michael Conch

Date 9/8/13

Date 9/7/13



PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE

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Article 21 Longevity

Employees in the employ of the board for eleven (11) or more years shall be entitled to a longevity payment in the first pay in December annually as follows:

Year 11 to 15 \$300.00
 Year 16 to 20 \$400.00
 Year 21 to 25 \$500.00
 Year 26 and beyond \$600.00

SECRETARY CLERK

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$15.03	\$15.03	\$15.18
2	\$15.21	\$15.21	\$15.36
3	\$15.37	\$15.37	\$15.52
4	\$15.55	\$15.55	\$15.71
5	\$15.71	\$15.71	\$15.87
6	\$15.87	\$15.87	\$16.03
7	\$16.09	\$16.09	\$16.25
8	\$16.24	\$16.24	\$16.40
11	\$16.52	\$16.52	\$16.69
15	\$16.65	\$16.65	\$16.82
18	\$16.90	\$16.90	\$17.07
25	\$17.13	\$17.13	\$17.30

SECRETARY

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$14.05	\$14.05	\$14.19
2	\$14.21	\$14.21	\$14.35
3	\$14.38	\$14.38	\$14.52
4	\$14.54	\$14.54	\$14.69
5	\$14.74	\$14.74	\$14.89
6	\$14.90	\$14.90	\$15.05
7	\$15.07	\$15.07	\$15.22
8	\$15.23	\$15.23	\$15.38
11	\$15.51	\$15.51	\$15.67
15	\$15.66	\$15.66	\$15.82
18	\$15.89	\$15.89	\$16.05
25	\$16.12	\$16.12	\$16.28

NOTE: ALL SECRETARIES EMPLOYED BY THE Pymatuning Valley Local School District as of July 1, 1999, will have contracts for 8 hours/day (40 hours/week).

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE
 Page 2

EDUCATIONAL ASSISTANT/SECRETARY

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$13.52	\$13.52	\$13.66
2	\$13.69	\$13.69	\$13.83
3	\$13.82	\$13.82	\$13.96
4	\$14.05	\$14.05	\$14.19
5	\$14.18	\$14.18	\$14.32
6	\$14.40	\$14.40	\$14.54
7	\$14.55	\$14.55	\$14.70
8	\$14.72	\$14.72	\$14.87
11	\$15.01	\$15.01	\$15.16
15	\$15.15	\$15.15	\$15.30
18	\$15.39	\$15.39	\$15.54
25	\$15.61	\$15.61	\$15.77

EDUCATIONAL ASSISTANT

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$13.24	\$13.24	\$13.37
2	\$13.41	\$13.41	\$13.54
3	\$13.56	\$13.56	\$13.70
4	\$13.76	\$13.76	\$13.90
5	\$13.89	\$13.89	\$14.03
6	\$14.14	\$14.14	\$14.28
7	\$14.28	\$14.28	\$14.42
8	\$14.44	\$14.44	\$14.58
11	\$14.67	\$14.67	\$14.82
15	\$14.86	\$14.86	\$15.01
18	\$15.12	\$15.12	\$15.27
25	\$15.32	\$15.32	\$15.47

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE

Page 3

COOK

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$13.24	\$13.24	\$13.37
2	\$13.41	\$13.41	\$13.54
3	\$13.56	\$13.56	\$13.70
4	\$13.76	\$13.76	\$13.90
5	\$13.89	\$13.89	\$14.03
6	\$14.14	\$14.14	\$14.28
7	\$14.28	\$14.28	\$14.42
8	\$14.44	\$14.44	\$14.58
11	\$14.72	\$14.72	\$14.87
15	\$14.86	\$14.86	\$15.01
18	\$15.12	\$15.12	\$15.27
25	\$15.32	\$15.32	\$15.47

HEAD COOK

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$13.91	\$13.91	\$14.05
2	\$14.05	\$14.05	\$14.19
3	\$14.24	\$14.24	\$14.38
4	\$14.37	\$14.37	\$14.51
5	\$14.58	\$14.58	\$14.73
6	\$14.73	\$14.73	\$14.88
7	\$14.91	\$14.91	\$15.06
8	\$15.10	\$15.10	\$15.25
11	\$15.37	\$15.37	\$15.52
15	\$15.51	\$15.51	\$15.67
18	\$15.77	\$15.77	\$15.93
25	\$15.98	\$15.98	\$16.14

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE
 Page 4

CUSTODIAN**

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$14.54	\$14.54	\$14.69
2	\$14.69	\$14.69	\$14.84
3	\$14.83	\$14.83	\$14.98
4	\$15.03	\$15.03	\$15.18
5	\$15.19	\$15.19	\$15.34
6	\$15.37	\$15.37	\$15.52
7	\$15.55	\$15.55	\$15.71
8	\$15.70	\$15.70	\$15.86
11	\$16.01	\$16.01	\$16.17
15	\$16.15	\$16.15	\$16.31
18	\$16.38	\$16.38	\$16.54
25	\$16.60	\$16.60	\$16.77

** A shift differential of 25 cents per hour will be paid to custodians working second shift

BUS DRIVER*

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$14.84	\$14.84	\$14.99
2	\$15.01	\$15.01	\$15.16
3	\$15.19	\$15.19	\$15.34
4	\$15.38	\$15.38	\$15.53
5	\$15.55	\$15.55	\$15.71
6	\$15.73	\$15.73	\$15.89
7	\$15.90	\$15.90	\$16.06
8	\$16.07	\$16.07	\$16.23
11	\$16.33	\$16.33	\$16.49
15	\$16.47	\$16.47	\$16.64
18	\$16.72	\$16.72	\$16.89
25	\$16.92	\$16.92	\$17.09
waiting	\$10.00	\$10.00	

* Drivers shall be paid their regular hourly rate of pay while driving to and from field and activity trips. Drivers shall be paid at an hourly rate of \$10.00 per hour while waiting aforementioned trip. No clean up time allowed on regular work days.

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE

Page 5

HEAD MECHANIC

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$16.80	\$16.80	\$16.97
2	\$16.96	\$16.96	\$17.13
3	\$17.14	\$17.14	\$17.31
4	\$17.32	\$17.32	\$17.49
5	\$17.47	\$17.47	\$17.65
6	\$17.67	\$17.67	\$17.85
7	\$17.82	\$17.82	\$18.00
8	\$17.99	\$17.99	\$18.17
11	\$18.27	\$18.27	\$18.45
15	\$18.41	\$18.41	\$18.59
18	\$18.67	\$18.67	\$18.86
25	\$18.87	\$18.87	\$19.06

ASSISTANT MECHANIC

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$16.24	\$16.24	\$16.40
2	\$16.38	\$16.38	\$16.54
3	\$16.59	\$16.59	\$16.76
4	\$16.75	\$16.75	\$16.92
5	\$16.90	\$16.90	\$17.07
6	\$17.10	\$17.10	\$17.27
7	\$17.27	\$17.27	\$17.44
8	\$17.43	\$17.43	\$17.60
11	\$17.71	\$17.71	\$17.89
15	\$17.84	\$17.84	\$18.02
18	\$18.09	\$18.09	\$18.27
25	\$18.30	\$18.30	\$18.48

PYMATUNING VALLEY LOCAL BOARD OF EDUCATION
 CLASSIFIED SALARY SCHEDULE
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MAINTENANCE

<u>Step</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>
1	\$15.20	\$15.20	\$15.35
2	\$15.42	\$15.42	\$15.57
3	\$15.58	\$15.58	\$15.74
4	\$15.73	\$15.73	\$15.89
5	\$15.91	\$15.91	\$16.07
6	\$16.09	\$16.09	\$16.25
7	\$16.26	\$16.26	\$16.42
8	\$16.42	\$16.42	\$16.58
11	\$16.72	\$16.72	\$16.89
15	\$16.85	\$16.85	\$17.02
18	\$17.10	\$17.10	\$17.27
25	\$17.31	\$17.31	\$17.48

July 1, 2013-June 30, 2014 0% increase on base salary with a 1% increase for July 1, 2014-June 30, 2015.

(Reissued July 1, 2002)

MEMORANDUM OF UNDERSTANDING

Effective the 1996-97 school year, the Primary Secretary-Clerk's position will be an eight (8) hour per day position.

The custodial floater position shall be returned to eight (8) hours per day effective August 26, 1996. The position shall be posted for bid prior to August 26, 1996.

Welfare workers shall not be used to replace regular Bargaining Unit members or used to deny overtime or extra hours, but are acceptable as additional help when they are available through Work-Fare programs.

Health and Safety - The Board shall comply with all applicable laws and regulations related to health and safety of its employees including all necessary training and disseminating of appropriate educational material.

Health and safety concerns shall be handled through Labor Management meetings.

Regarding cafeteria personnel:

- B. When a regular cafeteria employee is absent, short-hour cafeteria employees will be offered the opportunity to fill the absent employee's position of greater hours. This opportunity will be offered based on seniority rotation and is strictly voluntary.
- C. The employee volunteering for the extra time will stay in the absent employee's position for the entire shift.
- D. When a short-hour employee accepts extra time, a substitute will be used in the short-hour employee's position.
- E. This Memorandum of Agreement affects only cafeteria personnel, and does not affect any other employees.

Regarding Bus Drivers

If a bus run is eliminated or reduced and a bus driver's contracted hours are reduced as a result, the affected driver may bump any less senior driver and displace the less senior driver for the less senior driver's bus driver position (consisting of the less senior bus driver's entire regular (non-field trip) driving assignment(s) and contracted bus driving hours). Any driver who is bumped as a result of this process may either choose the bus driving position vacated by the individual who bumped them, or may exercise the same right to bump a less senior driver, and so on, until either an affected driver choose the vacated position of the individual who bumped them, or the affected driver is the least senior driver.

The first paragraph will not apply until after the first 4 (four) weeks of the school year (because of scheduling difficulties).

The parties further agree that, if the above-described circumstances occurs, the Transportation Supervisor/Designee and the Union President shall work together to carry out the above -described procedure as expeditiously as possible.

APPENDIX A

PYMATUNING VALLEY LOCAL SCHOOLS
PERSONAL LEAVE REQUEST

CLASSIFIED EMPLOYEES

Employees wishing to make use of this leave must submit a written request to his/her appropriate supervisor a minimum of three (3) days in advance, on the appropriate form. Should an employee fail to submit a written request on the appropriate form three (3) days in advance, reasons for the use of personal leave must be given and must be approved by the Superintendent in order to receive pay for the use of personal leave. In an emergency, the employee will be expected to call in, if possible. In an emergency, the reason for personal leave shall be given to the employee's Supervisor.

Any employee who by willful misrepresentation violates this personal leave policy may be subject to suspension.

Today's Date:

I, _____ request personal leave for

Day of the Week Month Date Year

Applicant's Signature

SUBSTITUTE INFORMATION
TO BE COMPLETED
BY PRINCIPAL

Superintendent's Signature

_____ Substitute Needed

_____ Full Day

_____ Half Day

_____ a.m.

_____ p.m.

_____ No Substitute

VACATION LEAVE REQUEST

Date

I _____ Request vacation leave for the following
date(s) _____.

Anyone wishing to make use of vacation must submit a request to
the Superintendent through their Supervisor five (5) days in advance.

Signature of Applicant

Signature of Principal of Supervisor

Superintendent

PYMATUNING VALLEY LOCAL SCHOOLS
Andover, Ohio

APPLICATION FOR PROFESSIONAL CONFERENCES AND REIMBURSEMENT VOUCHER

Name _____
Building _____
Name of Conference _____

Location of Conference _____ Date(s) of your attendance _____

Dates of absence from schools sessions _____

Is a substitute required? _____ Number of days _____

Estimated expenses (Be specific):

Mileage _____ @ 30¢ per mile, if applicable

Per diem rate @ \$75.00, if applicable \$
(must be an overnight trip)

Why are you interested in attending this conference?

Date _____ Approved _____
Principal or Supervisor

(Employee Signature)

Superintendent

Treasurer

EXPENSE VOUCHER-MUST CORRESPOND WITH WHAT HAS BEEN PRIOR APPROVED ABOVE

Mileage _____ @30¢ per mile \$

Per diem @ \$75.00 per day (only on an overnight trip)

Signed _____ Date _____ Total \$ _____
Employee

Please complete the upper portion of this form before you attend a conference. When you return, complete the lower portion and return the entire form to the Superintendent's office within two (2) days of your return.

ATTACH NECESSARY RECEIPTS!
(motel or lodging if overnight trip)

Approved _____
Superintendent or Treasurer

