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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

between the

**PAINT VALLEY LOCAL
BOARD OF EDUCATION**

and the

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND IT'S LOCAL 411**

July 1, 2013 – June 30, 2016

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ARTICLE 1 – RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive Bargaining Representative for all Non-Teaching Employees in the following described Unit. The Bargaining Unit includes all full time and regular short hour Employees in the following positions or classifications:

Custodial/Cleaning Personnel	Library Aides
Cooks	Educational Aides
Building Secretaries	Bus Drivers
Clerical Aides	Maintenance
Lunchroom/Playground Aides	Building Aide
Accounting Clerk	Cashier
Study Hall Monitor	In-School Restriction Monitor

1.2 For the purpose of this Agreement Section 1.1 shall be considered as a combined single Unit.

1.3 This Section shall not prevent the recognition of additional or any other classification or Units when majority membership is substantiated to the Board. Upon approval of the Board, said Unit shall be attached as an Addendum to the Agreement. When any changes need to be made, those changes must be taken before the Union members for a vote.

1.4 The term “Employee” as used in this Agreement shall refer to those persons in the Bargaining Unit.

1.5 Principles

A. Attaining Objectives – Attainment of objectives of the educational program of the Paint Valley Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and all Employees. Therefore, free and open exchange of views is desirable and necessary in the negotiating process.

B. Non-Teaching Personnel – It is recognized that Members of the Non-Teaching Staff require specialized qualifications, and that the success of the educational program in the Paint Valley Schools depends upon the maximum utilization of the abilities of all Employees who are reasonably well satisfied with the condition under which their services are rendered.

ARTICLE 2 – UNION SECURITY AND DUES CHECKOFF

2.1 The Board agrees to deduct from, or check-off on, the wages of Employees for the payment of dues to the Union in the yearly amount as prescribed by the Constitution of OAPSE.

- 2.2 Deductions shall be continuous and shall be made in ten (10) equal payments. The Board shall transmit to the State Union Treasurer, prior to the end of each month, all money withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.
- 2.3 The Board agrees not to honor any check-off authorizations or dues deduction authorizations executed by any Employee in the Bargaining Unit in favor of any other labor organization or organization representing Employees for purposes of bargaining for wages, hours, working conditions, and other fringe benefits for its Members.
- 2.4 The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Union to the Board.
- 2.5 In recognition of the Union's services to the bargaining unit, employees who are not Union members will share in the financial support of the Union by paying to the Union a service fee equivalent to but not to exceed the amount of dues (State, Local and any other dues that may apply), uniformly required of members of Local #411 of the Ohio Association of Public School Employees. The payment of dues or a service fee shall be a condition of employment.
- A. Individuals in the bargaining unit hired during the effective or amended term of this Agreement, will within sixty (60) calendar days of employment, pay to the Union, the dues of service fee calculated on a pro-rata basis from the days of employment. After July 1, 1997, all current employees who are not members of the bargaining unit, shall begin to pay a service fee referred to in Section 2.5 above beginning with the next available pay period.
- B. Payments by unit members holding religious conscientious objections shall be governed by O.R.C. 4117.09 (C).
- C. The Board's obligation to deduct the service fee shall terminate upon a change to a position outside of the bargaining unit or termination of employment.
- 2.6 The Board agrees to deduct from the wages of any employee who is a member of the Union, a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) donation as provided for in a written authorization from the employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward P.E.O.P.L.E. deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

ARTICLE 3 – RELEASE TIME

- 3.1 OAPSE officers/designees may use up to a total of eight (8) days of paid leave every two (2) years for OAPSE conferences and meetings. The total days available are to be distributed among the officers/designees.

ARTICLE 4 – NEGOTIATIONS PROCEDURE AND IMPASSE

- 4.1 The Board of Education and OAPSE agree that all items negotiated prior to and contained in this Agreement shall remain in effect unless amended and agreed-to by both parties.

- 4.2 Zipper Clause

This Agreement represents the full understanding and commitment between the parties and replaces all previous Agreements. This agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

- 4.3 Subjects and Definitions

- A. The Union has Bargaining Unit rights for all subjects in the Bargaining Unit on the following subjects:
1. Wages, hours, fringe benefits, and other matters of economic welfare.
 2. Working conditions.
 3. Grievance procedures.
 4. Membership deductions.
 5. Disciplinary procedures.
- B. “Professional Negotiations” mean conferring, discussing, and negotiating in good faith by designate Representatives in an effort to reach agreement with respect to salaries, hours, and other issues mutually agreed upon by the Board and the Union.
- C. “Good Faith” involves coming to the negotiating table with the intention of negotiating, and with the authority to do so. Good faith requires that the Union and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and give counterproposal. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Representatives of the recognized Employee organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

- 4.4 Board Rights: Except as specifically abridged, delegated, granted, or modified by a specific and express form of this Agreement, the Board hereby retains and reserves all rights to determine matters of inherent managerial policy (including, but not limited to, areas of discretion or policy such as the functions and programs of the school, standards of services, overall budget, utilization of technology, and organizational structure), effectively manage the work force, take actions to carry out and to determine the Employer's overall mission, supervise and evaluate Employees, appoint, suspend, discharge, or discipline Employees for just cause, maintain and improve efficiency and effectiveness of operations, determine the adequacy of the work force, and other responsibilities conferred upon and vested in it and/or the Superintendent by Section 4417.08 (c) (1) - (9) of the Ohio Revised Code. The Board's rights require neither prior negotiation with, nor agreement of, the Union.
- 4.5 Members of the Negotiating Committee shall be released from school duties to attend negotiating meetings. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible. If required to use normal work hours, the Employee Members of the Negotiating Committee will be paid by the Board for time spent in negotiations, but only for straight time hours they would have otherwise worked.
- 4.6 A. Either party desiring to terminate, modify, or negotiate a successor Collective Bargaining Agreement shall serve written notice of that fact upon the other party. The initiating party must serve the notice between ninety (90) and one hundred twenty (120) days prior to the expiration of the existing Agreement.
- B. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement, and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing Collective Bargaining Agreement.
- C. Within twenty (20) days of the request, the parties shall meet and submit full proposals in writing for consideration. No additional items may be added in future meetings without mutual consent.
- D. The Collective Bargaining Representatives of each party shall consist of no more than seven (7) individuals. No more than two (2) observers shall attend from either team.
- E. The duty to bargain between the Board and the Union shall be limited to all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.
- F. The Board and the Union, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counterproposal, or a response to a proposal which is a legitimate subject of Bargaining.

- G. As discussion items receive Tentative Agreement, they shall be reduced to writing and initiated by each party. Until all discussion meetings are completed, prior to or during each meeting, there shall be a mutually agreed-to time, place, and date for the next meeting.
- H. The duty to bargain in good faith is defined by Section 4117.01 (e) of the Ohio Revised Code.
- I. "Days" when used in this Article means calendar days.

4.7 Agreement

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Union and the resulting Agreement shall be binding on both parties and when necessary, the provisions shall be reflected in individual contractual terms.

4.8 Disagreement

From the first date of the negotiating meetings, impasse cannot be called on any particular item until sixty (60) calendar days have elapsed. From this point in time, either or both of the parties may request that the matter be submitted to mediation. The Federal Mediator and Conciliation Services (FMCS) will be used, which is free, there is no cost to either party.

The Mediator shall be authorized to conduct hearings and meetings and interview witnesses.

The parties intend to be under the jurisdiction of an FMCS mediator until a settlement is reached. The parties further agree they will only be subject to one mediator at a time.

- 4.9 If agreed-to by the Board and the Union this Agreement, or any part thereof, may be re-negotiated prior to the termination of the minimum effective time of the Agreement or of such part. If agreed to by the Board and the Union, following any action by the Ohio General Assembly, changes in Federal Law, or changes in rules and regulations of the State Department of Education, re-negotiation shall occur on any or all of those parts of the Agreement affected by such actions.

4.10 Conflict with Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with Ohio or Federal Law, regulation, ruling, or order, now or hereafter enacted or issued, such provisions, applications, or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

If, during the term of this Agreement, there is a change in any applicable State or Federal Law, or valid rule or regulation adopted by a Federal Agency or State Agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to

negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 5 – RIGHTS OF INDIVIDUALS

- 5.1 Individuals shall be given the opportunity to express their views to the Board, at any scheduled meeting by the Board, in accordance with Board Policy, provided that such expressions do not constitute direct dealing or otherwise violate O.R.C. Chapter 4117.

A copy of such views and recommendations shall be filed concurrently with the Clerk of the Board of Education and the Union.

ARTICLE 6 – DISCRIMINATION

- 6.1 Discrimination Prohibited – No employee in the Bargaining Unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, gender, age, disability, military status, or genetic information.

ARTICLE 7 – OAPSE GRIEVANCE – PROCEDURE

- 7.1 Any Member of OAPSE Local #411 shall have the right to grieve the application of policies and administrative decisions affecting him/her through the grievance process. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this written agreement. With respect to an employee(s) grievance(s) he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in the filing of such grievance(s).

A grievant, is an employee, group of employees, or the local Union, that initiates the grievance. A grievant may present the grievance and is entitled to a representative of the Ohio Association of Public School Employees to represent them during a grievance hearing/meeting. The grievant, employees, or local Union representative initiating the grievance shall be present at a grievance hearing/meeting unless extenuating circumstances prevents their attendance. A copy of the grievance will be given to the Union Grievance Committee.

7.2 Step 1

Any Employee who has a grievance shall discuss it first with his Principal (or Immediate Supervisor or Department Head, if applicable) in attempt to resolve the matter informally at that level. A written record of the meeting including the date, time and a brief description of the discussion shall be recorded. A copy of the record shall be filed with the Principal or Department Head and the Union.

7.3 Step 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the Employee within five (5) work days, he/she shall set forth his/her complaint in writing – (Appendix A) to the Principal (or Immediate Supervisor or Department Head, if applicable). The Principal (or Immediate Supervisor or Department Head, if applicable) shall communicate his decision to the Employee in writing – (Appendix B) – within five (5) days of receipt of the written complaint. This step must be initiated within twenty (20) days of the incident when the employee knew or should have known of the grievance or the grievance shall be considered waived.

7.4 Step 3

The Employee may appeal the Principal's (or Immediate Supervisor or Department Head's) decision to the Superintendent of Schools within five (5) days of the receipt of written decision received at Step 2. The appeal to the Superintendent must be made with the recommendation of the OAPSE Grievance Committee or Local Officer(s) in writing – (Appendix C) – and must set forth the grounds upon which the grievance is based and the remedy required. The Superintendent shall request a report on the grievance from the Principal (or Immediate Supervisor or Department Head, if applicable). A meeting with the employee(s) shall be scheduled within five (5) days of the Superintendent's receipt of the written appeal to try to resolve the grievance. The aggrieved shall have the right to representation by a Local Union representative without loss of pay, and an OAPSE Union Representative if requested. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) days. The Superintendent shall communicate his decision in writing – (Appendix D) – along with supporting reasons, to the Employee, OAPSE, and the Principal within five (5) days after the meeting.

7.5 Step 4 (Board Request)

If the grievance is not resolved to Employee's satisfaction, he/she may request a review by the Board of Education. Before the grievance may be submitted to the Board, the OAPSE Grievance Committee or Local Officers must determine that the grievance has, or may have, merit. (Appendix E) The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, within thirty (30) calendar days of the initial request, and render a decision in writing within ten (10) calendar days after the hearing.

7.6 Step 5 (Mediation)

If the grievance is not resolved to the employee's satisfaction at the Board Step (4) of the grievance process, the Union and the Board may mutually agree to appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Union and the Board. The mediator shall attempt to resolve the dispute and may make

recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon the mutual agreement of the parties. If the grievance is not settled at mediation the Union shall have the right to file for arbitration within twenty (20) days after the date of mediation.

7.7 **Step 6 (Arbitration)**

- A. If the grievance is not resolved to the employee's satisfaction at the Board of Education level 4, and/or Mediation Level 5 the Union shall have the right to appeal the matter to an impartial Arbitrator under, and in accordance with, the rules of the American Arbitration Association (AAA). Such appeal must be taken within twenty (20) working days following the date of the Board's written decision or mediation. Said appeal is to be made by filing a notice with the American Arbitration Association and a copy of the notice served on the Administration's Representative.
- B. OAPSE shall notify AAA or FMCS of the request for arbitration and request a list of nine (9) arbitrators from which an arbitrator will be selected by alternate strike. One additional list may be requested, but the party making the request shall pay the administrative fee for the second list.

7.8 Any grievance must be filed on the authorized Grievance Form agreed-to between the parties to this Agreement.

Such forms must provide for naming of the alleged violation and shall state the contention of the Employee or the Union, and shall indicate the relief requested.

7.9 Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administration's last answer.

7.10 Failure of the administration at any level of this procedure to issue a written disposition within the specified time limit shall permit the grievant to advance the grievance to the next level.

7.11 Time limits may be extended by the Administration and the Union in writing, then the new date shall prevail.

7.12 The agreed-to Grievance Form shall be made available to any Employee requesting such, either through his Supervisor or Union Representative.

7.13 It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below.

7.14 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

7.15 He shall have no power to establish Salary Schedules or change Salary Schedules.

- 7.16 He shall have no power to decide any question which, under this Agreement, is solely within the responsibility of Management to decide. In rendering a decision an Arbitrator shall give due regard to the responsibility of Management, except as they may be conditioned by this Agreement.
- 7.17 In the event that a case is appealed to an Arbitrator on which he determines he has no power to rule, it shall be referred back to the Union with a notification to the Administration without decision or recommendation on its merits.
- 7.18 The Arbitrator's decision, if within the scope of his authority as set forth above, shall be final and binding to the parties involved.
- 7.19 The cost of the arbitration will be borne equally by both parties.
- 7.20 The word "day" or "days" used in this article shall mean scheduled work days.

ARTICLE 8 – CALAMITY DAYS

- 8.1 When the school system is closed due to a calamity such as dangerous weather conditions, unforeseen acts of God, or an emergency crisis, the non-teaching employees shall continue to be paid in accordance with their contract.

An employee who is required by his/her supervisor or Principal to work on such a calamity day shall be paid at time and one-half of the employee's regular rate in addition to his/her other regular pay.

- 8.2 Reasonable efforts will be made to notify employees of school cancellation or delay in a timely manner. Employees will be notified of cancellation or delay by announcement on a designated radio station thirty (30) minutes prior to the employee's scheduled time of arrival. In the event notification is delayed or not made within the designated thirty (30) minutes prior to scheduled arrival time, the affected employee who shows up to work shall receive a minimum of two (2) hours pay.

ARTICLE 9 – CONTRACTING OUT AND BARGAINING UNIT WORK

- 9.1 Restriction on Contracting Out – During the life of this Agreement the Board agrees that it will not contract out work which is routinely performed by Employees in the Bargaining Unit covered by this Agreement unless OAPSE specifically agrees to same, or contract is specifically required by the Education Code. The Board reserves the right to utilize welfare/workfare recipients provided that such persons are not used to reduce or limit the regular hours or number of regular permanent bargaining unit positions. The work performed by welfare/workfare recipients shall not be performed with the intent or implication to displace, cause reassignment of bargaining unit employees, cause or create layoffs, or in any other way infringe upon the provisions of this agreement. Overtime hours are not part of this Article.

ARTICLE 10 – HOLIDAYS

10.1 All Non-Teaching Employees employed nine (9) and ten (10) months are, and will be given the following Holidays off with pay:

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

10.2 All eleven (11) and twelve (12) months Employees are, and will be, given the following Holidays off with pay:

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

Time off for additional Holidays or Vacation Days on the School Calendar may be granted by the Board.

10.3 Any Employee required to work on any of the related Holidays shall be paid time and one-half (1½ x) plus the stated Holiday for all time worked.

ARTICLE 11 – VACATIONS

11.1 All Non-Teaching Employees employed eleven (11) months or more shall be granted Vacation Leave with full pay as follows:

1 through 5 years	10 days
6 through 15 years	15 days
16 through 24 years	20 days
25 years and over	25 days

11.2 Maintenance employees will be permitted the use of at least one week (5 days) vacation during the summer month.

11.3 Non-Teaching Employees may not use Vacation Leave during first or last five (5) working days of the School Calendar.

- 11.4 Vacations must be approved in advance by the Superintendent during the month of August and may be denied unless the employee's building is ready for school opening day as verified by the Superintendent.

ARTICLE 12 – SENIORITY, BIDDING AND TRANSFERS

12.1 Introduction

Seniority shall be defined as the right accrued to employees through length of service which entitles them to considerations and preference in the following conditions of employment.

- A. Rate of pay within classifications.
- B. Filling vacancies both new and established, including bus routes.
- C. Shift preference.
- D. Preference to assigned center.
- E. Layoff and recall in the event of increase or decrease of personnel.
- F. Extra bus trips and extra activity assignments.

12.2 There shall be two types of seniority:

- A. Classification Seniority – The employee's length of continuous service in his/her current classification, computed from the most recent date of hire into that classification. In the event an employee is a successful bidder on a position and re-enters a former classification, he/she will be given credit for the seniority they formerly accrued within that classification.
- B. System-wide Seniority – The employee's length of continuous service with the Paint Valley School System, computed from the first day worked as a permanent employee in the system.
- C. The Board shall provide the Union with a classification seniority list and a separate system-wide seniority list, setting forth, on both lists, each employee's name, years of seniority and effective hiring date. The Board shall provide the Union with updated seniority lists at the beginning of each school year. This list will be used for the entire year. In the event two employees were hired on the same day causing a tie in seniority seniority will be determined by placement on the Board agenda by the last four numbers of an employee's social security number. The lowest number will be considered more senior.

12.3 Bid Procedure

- A. All appointments and promotions shall be made in accordance with the bid procedure and transfer policy.
 - 1. When a position in the bargaining unit becomes vacant and the Board determines to fill the vacancy, the position shall be posted for bids within ten (10) days of the vacancy. The posting shall contain the location, hours of work, starting and quitting time, number of days worked each year, qualifications for the position and bus route.
 - 2. All bargaining unit employees who desire to bid on a vacancy must do so in writing ten (10) days from the date of the posting of the vacancy.
 - 3. The Board will first offer the position to the bargaining unit member within the classification where the vacancy exists who possesses the most classification seniority.
 - 4. The Board will next offer the position to those bargaining unit employees outside the classification where the vacancy exists, who meets the qualifications based on the job description, and possesses the most system wide seniority. Should a less senior member of the bargaining unit possess significantly greater qualifications than a more senior employee, the Board may offer the position to the less senior employee. Should no qualified bargaining unit employee, bid on the vacancy, the Board may hire by other means.
 - 5. Between August 10 and the first day of the school year, no such posting or notification is required. However, during that period, the Superintendent shall poll/contact all of the Bargaining Unit members to determine if any member is interested in the position. Employees shall have a minimum of 3 days to reply/decide on bidding for the vacant position.
- B. Seniority shall be computed from the most recent date of hire (to affect only Employees hired after 7/1/80) in the School District or current classification. Any employee who feels he or she was not given adequate consideration has the recourse of filing a grievance.

12.4 Transfers

- A. Employees shall have an opportunity to place their name on a transfer list for a change in shift and/or change in assigned center within a department.
- B. Seniority within a department shall be the determining factor for the awarding of change in shift and/or change in job location. The Superintendent's Office shall maintain a master transfer list for those individuals desiring a change. Forms shall be made available from the Superintendent's Office.

- C. Employees moving from one department to another shall retain seniority on a system wide basis.
- D. All buildings and/or work area shall be posted with notice of vacancies. The OAPSE President shall receive a copy of posting. All positions shall be filled at the next Board meeting following the 10 day posting of the vacancy. An extension may be granted, by mutual agreement, to extend filling a vacancy/position to the next scheduled Board Meeting.
- E. In the event an employee requests and is granted a voluntary transfer, or is granted a position as the result of a job bid, with a higher hourly rate of pay, the employee shall be placed on the salary schedule step closest to their hourly rate of pay and will advance two years on the salary schedule for each year of service. Once an employee reaches the step on the salary schedule concurrent with his/her years of continuous service with the district he/she shall continue to advance one year, on the salary schedule, for each year of service.
- F. In the event an employee is temporarily transferred to another position he/she shall receive the hourly rate of pay, for the classification of transfer, based on the salary step the employee currently holds. If an employee is temporarily transferred to a position with a lower hourly rate of pay he/she shall maintain their current hourly rate of pay.

12.5 Probationary Period

- A. A probationary period of fifteen (15) scheduled work days shall be established on each change of employment or any job awarded from the seniority bid procedures. The probationary period shall be used by the board and the employee to determine adaptability to the new position. Should the board or employee elect to change the decision within the fifteen (15) work days probationary period, the employee shall be returned to their previous employment capacity without loss of any benefits or seniority in effect prior to the employee's change in employment. If an employee decides to return to his/her previous position the newly created position will be offered to the next senior employee who bid according to article 12.3 of the bid procedure.
- B. Should an employee feel he/she was treated unjustly by the board within this fifteen (15) day probationary period he/she shall retain the right to file his/her complaint through the grievance procedure.

12.6 Substitutes

- A. At the beginning of each school year the employer will poll bargaining unit members to determine if any member would request additional time or overtime in the event substitute employees are unavailable. In the event substitute employees cannot be scheduled, the employer shall revert to the list of bargaining unit members to fill the needed position. Seniority and the ability to fill the

position without incurring overtime shall be the first criteria used in the selection of bargaining unit members to fill the needed vacancy.

- B. Substitute Employees shall not accumulate seniority. Only regular full-time or regular part-time employees shall accumulate seniority.
- C. A substitute employee shall be defined as an employee hired to fill the vacancy created by the temporary absence of a regular full-time or regular part-time employee on approved absence. Absence for sick leave, leave of absence, or other approved board leaves shall be considered approved absence.

12.7 Short Hour Positions

Classified employees in one position whose daily hours are less than eight may choose to substitute in another position if the time does not interfere with the employee's regular time or job performance. Time spent in substituting shall be at the established at the 0 step of the pay scale of the position in which the employee is substituting. Time spent in substituting may not be used for the purpose of overtime in regular classification for which the employee was hired.

ARTICLE 13 – WAGES AND PAYROLL

- 13.1 The Paint Valley Board of Education, in order to clarify and inform the Non-Teaching Personnel, presents the Board of Education adoption and clarification of present Salary Schedules.
- 13.2 All Non-Teaching Employees shall receive a salary notification annually. Such notification shall clearly show the Employee's total annual salary, the rate per hour, the annual hours paid, the hours to be worked, and the years of experience. The notification will also include additional explanation that applies.
- 13.3 This shall be an individual notice to each Employee and shall reflect the number of Holidays paid.
- 13.4 Salary schedules are and shall be established for each classification. The board agrees to pay twelve (12) month employees two hundred sixty (260), two hundred and sixty-one (261), or two hundred sixty-two (262) days X normal daily hours X the negotiated hourly as appropriate.
- 13.5 Plus Rating

Employees who are assigned to work in a higher paid classification or position shall be paid the higher rate of pay. Employees who are assigned to a lower paid classification or position will maintain their higher rate of pay.
- 13.6 Overtime shall be approved in advance by the Superintendent. Employees who are required to work over eight (8) hours in one (1) day or over forty (40) hours in one (1)

week shall be entitled to overtime pay or to compensatory time off. All overtime and comp-time will be based on actual hours worked. Paid holidays shall be counted as hours worked for overtime purposes. Report pay hours and leave hours do not count toward computation of overtime pay or hours per day/week. Overtime pay will be at the rate of one and one-half (1½) times the employee’s regular rate of pay. For overtime purposes the official workweek runs Monday through Sunday. (seven (7) days).

- 13.7 Compensatory time must be approved in advance by the Superintendent. Compensatory time off shall be one and one-half (1½) hours comp time for each hour of overtime. Comp time shall be scheduled cooperatively between the employee and the immediate supervisor within a “reasonable period” of time, and it shall not “unduly disrupt” the operation of the school district.
- 13.8 Employees who are called into work shall receive a minimum of 2 hours show-up time compensation at his/her current hourly rate of pay.
- 13.9 Overtime shall be reported on Board-approved forms.
- 13.10 In accordance with regulations and procedures established by the Treasurer, Employees shall be paid in twenty-six (26) equal installments for each of their new contract years. The twenty-six (26) pays shall be in as equal amounts as possible, meaning that one (1) paycheck may need to be rounded in order that the Employee’s exact contract amount be paid over the twenty-six (26) pay periods.
- 13.11 When payday (Friday) falls on a Holiday observed by the Treasurer’s Office, payday will be the last working day for the Treasurer’s Office prior to said Holiday.
- 13.12 In no event shall there be more than twenty-six (26) pays during any 12 month period. A three (3) week pay period may be necessary periodically in order to maintain the schedule of twenty-six (26) pays during a twelve month period.
- 13.13 Upon request, the Treasurer will provide to the President of OAPSE, a schedule of pay dates for each new school year.
- 13.14 For all employees hired on or after July 1, 2013, pay shall be by direct deposit. Employees hired before July 1, 2013 may be paid by direct deposit.
- 13.15 Salary and Benefits Grid

Employee Option:

Contract Year	Plan 3C	Plan 5E	Payment
Year 1	\$500 w/steps	\$1,000 w/steps	Within 30 days of ratification
Year 2	\$500 w/Me Too	\$1,000 w/Me Too	Within 30 days of start of school
Year 3	Re-open	Re-open	Re-open

Step 10 shall be added to each salary schedule. It shall repeat 2nd row of each schedule.

Stipends for Head Cook and the EMIS Coordinator will increase to \$1200 annually effective July 1, 1999.

ARTICLE 14 – REDUCTION IN FORCE

14.1 Layoff and Recall

- A. In the event it is necessary to reduce the work force due to lack of funds, or work, or abolition of a position, the following order of layoff will be implemented.
- B. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position. All temporary, casual, probationary and substitute employees in the affected classification will be laid off.
- C. Whenever it becomes necessary to layoff 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. If an employee is laid off, he/she will have the right to bump any employee less senior in the classification of layoff. An employee who has held seniority in another classification may use his/her previous classification seniority to bump a less senior employee in that classification. Seniority shall be defined as the uninterrupted length of continuous service with the board of education in a particular job classification computed from the latest date of hire or appointment to their present classification.

Authorized leaves of absence do not constitute an interruption in continuous service. In cases of identical seniority, placement on the seniority list shall be determined by the last four digits of an employee's social security number. The lowest number will be considered most senior.

- D. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
 - A. Custodial/Cleaning
 - B. Cooks
 - C. Building Secretaries
 - D. Lunchroom/Playground Aides
 - E. Accounting Clerk
 - F. Library Aides Personnel
 - G. Maintenance
 - H. Educational Aides
 - I. Building Aides
 - J. Cashier
 - K. Bus Drivers
 - L. Clerical Aides
 - M. Study Hall Monitor
 - N. In-School Restriction Monitor
- E. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff,

Employees on probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

- F. Twenty (20) days prior to the effective date of layoffs, the board of education shall prepare and post for inspection in a conspicuous place a list containing the name, 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. Each notice of layoff shall state the following:
1. Reasons for the layoff or reduction.
 2. The effective date of layoff.
 3. A statement advising the employee of the rights of reinstatement from the layoff.
- G. For the classifications in which the layoff occurs, the board shall prepare a reinstatement list and name all employees employed under probationary contracts. They shall be placed on a reinstatement list in the reverse order of the layoff. The name of 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.
- H. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee(s) who declines reinstatement shall be removed from the reinstatement name list and shall be considered to be terminated.
- I. The employee's name shall remain on the appropriate list for period of two (2) years from the effective date of layoff. 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.

ARTICLE 15 – SICK LEAVE

- 15.1 All non-teaching employees shall be entitled to earn fifteen (15) days sick leave per year earned at the rate of one and one-fourth (1¼) days per month. Sick leave shall be based on actual work days. Upon request, an employee shall be given a record of their sick leave accumulated, used and balance. (All information is current and up to date on check stub.) Example: Four (4) hour employee with ten (10) days of sick leave becomes an eight (8) hour employee with ten (10) days of sick leave.
- 15.2 Such forms shall become an addendum to the agreement between the board and the Paint Valley Local of OAPSE.

- 15.3 Unused sick leave shall be cumulative up to three hundred (300) days.
- 15.4 Any employee with more than three hundred (300) days of sick leave as of July 1, 2013 will be permitted to maintain that balance.
- 15.5 After a non-teaching employee has been absent for three (3) consecutive days due to the use of sick leave, the non-teaching employee shall furnish a physician's excuse upon request of the Superintendent.
- 15.6 Pattern abuse of sick leave shall be investigated by the Superintendent and may result in discipline. Falsification of sick leave shall be subject to disciplinary action.

ARTICLE 16 – RETIREMENT PAY

- 16.1 Any Employee who retires with at least (5) years of service, from employment with the board, shall be entitled to pay for 30% of accumulated sick leave, not to exceed sixty (60) days, 30% of two hundred (200) days. If the employee's accumulated sick leave at retirement exceeds two hundred (200) days, the additional days over two hundred (200) will be paid at five percent (5%). (Number of Days over 200 x hourly rate x 5%.)
- 16.2 The rate of pay shall be his/her rate of salary per salary schedule at the time of retirement notification.
- 16.3 Employee may choose to receive payment within one hundred twenty (120) days.
- 16.4 "Retirement" means service or disability retirement under a state retirement system.
- 16.5 If any employee had more than three hundred (300) sick leave days as of July 1, 2013, the calculation set forth above may be applied.

ARTICLE 17 – TRANSPORTATION

- 17.1 Drivers shall be paid for breakdown time while on route at their regular hourly rate – time must be documented through the Bus Mechanic by Time Sheet.
- 17.2 The use of alcohol, tobacco, and non-prescribed drugs is prohibited on the school bus/van.
- 17.3 All buses/van shall be kept clean on the inside and on the outside. Front and rear windows, lights, and mirrors should be clean and all markings clearly visible.
- 17.4 At the conclusion of each route or trip, the driver shall ensure all passengers have left the bus/van by visually inspecting each seat.
- 17.5 Cellular telephones shall not be used by the driver while the school bus/van is in motion.

- 17.6 The Bus Mechanic shall be on call at all times. The Bus Mechanic shall be available at the Bus Garage between the hours of 7:00 A.M. to 4:00 P.M. There will be circumstances when the Mechanic will be away from the Garage. In cases of emergencies, Drivers should contact the Superintendent's Office. Drivers shall contact the Superintendent's office if they need assistance after 4:00 p.m.
- 17.7 A Preventive Maintenance Schedule shall be established at the beginning of the school year by posting the projected odometer reading on dashboard of each bus. It will be each Driver's responsibility to check projected odometer readings and submit to the Mechanic the Maintenance/Repair Form so that a scheduled time may be arranged to service the bus.
- 17.8 Bus Drivers will be paid for all hours worked with the minimum of 4 hours per day which includes a mandatory ½ hour for pre-trip and/or 15 minute van pre-trip. Route times will be established within 60 days after the start of the school year. Any discrepancies between the driver and the transportation supervisor concerning the route time will be appealed to the Superintendent. An administrator shall ride the route in question and consider all possible stops, etc. Shuttles shall be paid as all hours worked.
- 17.9 Routes – Bus drivers will be paid for actual hours worked at regular hourly rate. Cleaning buses needs to be paid at the employee's regular hourly rate. The Transportation Supervisor should be notified in advance of bus washing.
- 17.10 Transportation employees will notify transportation supervisor prior to washing buses. In the event a bus needs to be washed more than once every 2 weeks, the transportation supervisor will be notified and the additional washes must be approved in advance.
- 17.11 Extra Activities and Extra Bus Trips
- A. Seniority shall prevail in assignments for extra activities and extra bus trips. Those employees not interested in participating in extra activities and extra bus trip assignments shall be permitted to sign a sign-off sheet so stating. Employees shall retain the right to reverse this sign-off provision at any time by giving written notification to the proper administrator.
- B. A bus driver seniority list shall be posted. All extra bus trips shall be assigned by seniority, on a rotating basis, beginning with the most senior driver on the seniority list. If a driver cannot take an extra trip assigned, he forfeits his turn and must wait until his name comes up on the next rotation. If a driver cannot be contacted, the supervisor shall proceed to the next driver on the seniority roster until an employee is found. The driver(s) unable to be contacted shall be offered the next available trip(s) in order of seniority. If a trip is cancelled after a driver has accepted the trip, the driver will be offered the next available trip. In the event there is an emergency as determined by the superintendent of schools, supervisors may disregard the bus driver seniority list. If a driver accepts a trip, and cannot take the trip, he/she must give the bus supervisor a minimum of 48 hours notice that he/she cannot drive, unless there is an emergency situation that prevents the driver from taking the trip.

- C. Bus drivers will be given a list of authorized passengers prior to the departure of any extra trip.
- D. When the Transportation Supervisor offers a trip, it must be offered by the date of the trip.
- E. Trips will not be offered earlier than fifteen (15) days before the date of the trip.
- F. If the Transportation Supervisor has more than one trip to offer and each trip is scheduled on different trip dates, the driver who is listed to be next on rotation by seniority list will be offered the earliest dated trip (by trip date). Should a driver refuse or be unable to take the trip for any reason, the driver forfeits his/her turn and will not be asked to take another trip until his/her name comes up in the next rotation. The next driver on rotation by seniority list will be offered the trip.
- G. When the Transportation Supervisor has more than one trip to offer and the trips are scheduled for the same trip date, the driver who is listed to be next on rotation by seniority list will be offered the trip and the driver will be given their choice of the trips because the trips are scheduled on the same date. *(Drivers are only to be given a choice of trips when the date of the trips is the same day and driver is next on the rotation by seniority list.)*
- H. Should a driver be unable to legitimately return the call within the allotted two hours, the driver will be offered the next available trip.
- I. If a trip is cancelled that has already been assigned, the driver whose trip was canceled will be offered the next available trip.
- J. An up-to-date list or copies of the trip sheets shall be posted in the driver break room (and copies given to the Union President) every week showing: date of trip, driver trip was offered to, driver who accepted and/or rejected trip, and canceled trips.
- K. The School Bus Trip Permit, Notification and Record form shall be updated with the following statement on the top of form above A. *To be completed by organizational sponsor: Organizational sponsor is responsible for having form completed and returned to the Superintendent's office 10 days in advance of trip. Forms should NOT be turned in more than 20 days prior to the trip date. (Athletic trips excluded from time requirements.)*
- L. Bus Driver Extra Trip Rate: The rate paid for driving Extra Trips shall be the driver's regular hourly rate of pay for actual driving time, from the time the trip departs from the school, as determined by the trip ticket, until it returns to the school, plus 30 minutes for pre-trip, fueling and clean-up. The rate paid for down time (from the time the driver drops off passengers at destination listed on trip ticket, until passengers board bus for trip back to home destination listed on trip ticket) will be paid at the rate of \$12.00 beginning July1, 2008 for all hours of

down time. The Board will provide sleeping accommodations and meals for overnight trips.

- M. Drivers may elect to drive trips that are scheduled during their regular scheduled driving time and his/her regular route will be offered to a substitute. If a driver elects to take a trip during their scheduled route time, a time sheet will be turned in reflecting the total hours of the trip, minus the hours the driver was scheduled to drive his/her regular route. If a driver accepts a trip during their regular scheduled route time, and a substitute driver is not available to drive the scheduled route, the driver must forfeit the trip and drive his/her regular route and will be offered the next available trip on the seniority trip roster.
- N. Driver can take their bus on extra trip as long as the spare bus for their regular school route is big enough to accommodate the students.
- O. Drivers will receive a minimum of 2 hours driving time for all extra trips.

17.12 Any Driver who turns in a "School Bus Incident Report" shall receive an e-mail from the principal indicating if a student will be off the bus.

ARTICLE 18 – DRUG AND ALCOHOL TESTING FOR TRANSPORTATION PERSONNEL

- 18.1 The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation (DOT). Beginning January 1, 1996, the Employer shall conduct drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the FHWA. The Board is responsible for implementing and conducting the testing program. Cost of this testing shall be borne by the Employer. The Board will pay the employee (\$15.00 plus mileage at IRS rate) for any and all time involved in training and testing. Payment will be made by separate check within two (2) weeks of acceptance of time travel sheet in the Superintendent's office.
- 18.2 An employee shall be immediately terminated for any of the following:
 - A. Refusal to submit to a screening or confirmatory test.
 - B. Refusal to submit to the approved rehabilitation program of the Employer.
 - C. Failure to complete the approved rehabilitation program.
 - D. Test positive for an illegal drug. (For purposes of this, section illegal drugs are those prohibited by the act and obtained by the employee without a valid prescription).
 - E. Test positive for alcohol in a prohibited amount.

- 18.3 The term “prohibited amount of alcohol” shall mean any of the following:
- A. The concentration of more than four hundredths (.04) of one percent (1%) by weight of alcohol in the person’s blood.
 - B. A concentration of four hundredths (.04) of one percent (1%) by weight of alcohol in a person’s breath.
- 18.4 An employee may notify the Employer prior to notification for random or suspected testing, that he or she believes that he or she may have a problem with drugs or alcohol. Upon receipt of such notice the employee shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he or she will be restored to his or her employment. The cost of this program shall be borne by the individual or the medical insurance carrier.
- 18.5 Persons whose test result of alcohol is less than the prohibitive amount of alcohol, as defined herein, but greater than a concentration of more than two hundredths (.02) of one percent (1%) by weight of alcohol in the persons blood or a concentration of two hundredths (.02) of one percent (1%) by weight of alcohol in a person’s breath shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he or she will be restored to his or her employment. The cost of rehabilitation program shall be borne by the employee or the employee’s medical insurance, as applicable.
- 18.6 Should an employee have sufficient sick, personal or vacation days to cover his or her absence during the time that he or she is enrolled in a rehabilitation program, the employee shall be entitled to apply these days toward the period of absence. Should the employee not have sufficient paid days off during his or her enrollment in rehabilitation, the employee will be granted an unpaid leave of absence in accordance with Article 22 of the collective bargaining agreement.
- 18.7 Upon successful completion of the rehabilitation program, the following procedure shall apply:
- A. The employee must provide the Board of Education with written documentation from a licensed physician which indicates that the employee is able to return to work.
 - B. The employee must provide the Board of Education with written documentation from the director of the rehabilitation program in which he or she has been enrolled that they are able to return to work.
 - C. Should the employee test positive after completion of the rehabilitation program, he or she shall be terminated.
 - D. An employee that completes a rehab program and returns to work will be subject to random testing for two (2) years after completion of the program. If employee

passes test, the Board pays for the test. If employee fails test, the employee pays for the test. The Superintendent decides when random test occurs or the testing site will randomize a date.

ARTICLE 19 – CUSTODIANS

- 19.1 Evening Shift Custodians shall be provided time off with continuity of pay for the purpose of attending OAPSE Local Meetings not to exceed forty-five (45) minutes prior to the end of their shift.
- 19.2 The employer agrees to provide the basic tools required for Custodians. Once approved by the Superintendent, the tools requested will be purchased and will remain the property of the Paint Valley School District.

ARTICLE 20 – PROGRESSIVE DISCIPLINE PROCEDURE

Employees may be disciplined only for just cause.

Employees shall be subject to disciplinary action under the following sequence:

- 1st Level: Verbal warning, documented for personnel file.
- 2^d Level: Written reprimand, with copy to personnel file.
- 3^d Level: One (1) to five (5) day suspension without pay.
- 4th Level: Termination of employment pursuant to law.

Based on the severity of the offense, the Employee may be terminated immediately without the five (5) days suspension.

- 20.1 Discipline shall be commensurate with the offense.
- 20.2
 - A. In a suspension or discharge case, the Employee has the right of representation and a hearing before the Board of Education and has the option of a closed or open meeting.
 - B. Employees retain the right to appeal any suspension or discharge through the Grievance Procedure or Section 3319.081 of the Ohio Revised Code. Notice to Employee shall be in accordance with procedures outlined in Section 3319.081 of O.R.C. Each Employee's personnel file shall be revised and reprimands and charges eliminated in accordance with the following schedule. Records of discipline shall be maintained in the employee's personnel file as follows:

- 1st Level: Verbal/Written – 1 year
- 2nd Level: Suspension without Pay – 3 years

- C. The Employee retains the right to rebut a reprimand or charge by filing a written statement in his personnel file.
- D. It shall be the Employee's responsibility to make written request to the Superintendent for review of personnel file.
- E. Reports of reprimand shall be documented on the form listed as Appendix G.

ARTICLE 21 – PERSONAL LEAVE

- 21.1 All Employees shall be granted four (4) days of Personal/Emergency Leave with pay per year. These days cannot be accumulated. Employees may use Leave in half-day segments. Request for Personal Leave shall be made forty-eight (48) hours in advance to the Building Principal/or Supervisor. Emergency Leave, which shall be determined at the discretion of the Building Principal and/or the Superintendent, shall be submitted with reasons as soon as possible.
- 21.2 Personal Leave may be used for any reason that need not be disclosed, but shall not be used on the day preceding or following a School Holiday, Vacation, and Waiver Day or during the first or last ten (10) working days of the School Calendar. No more than two (2) Employees per building or classification (in case of Bus Drivers) shall be on Personal Leave at one time (same day). Any Board-adopted Calendar change will not invalidate Personal Leave approved prior to Calendar change.
- 21.3 Full time classified employees not using any personal days in a fiscal year shall receive one day added to their cumulative total of severance days to be used upon severance from the Paint Valley Local School District.
- 21.4 The use of approved Emergency Leave with reasons, as determined by the Superintendent, shall not be under the limitations of Section 21.2. Approved Emergency Leave shall be defined as an unforeseen combination of circumstances that calls for immediate action that cannot be handled other than during the specified school hours.
- 21.5 Employees are entitled to three days personal or sick leave for a death in the immediate family. If an employee has no paid leave available, he/she shall be entitled to one days leave with pay and two days leave without pay for a death in the immediate family. Employees may request to use sick leave if additional time is needed, if available. Immediate family is defined as the employee's spouse; and the employee's or spouse's Mother, Father, Step-Mother, Step Father or guardian, Grandmother, Grandfather, Sister, Brother, Child or Step-child, and grandchild(ren). Up to three days of absences for death shall not count against the employee's attendance incentive.
- 21.6 Any unused personal leave will be rolled over into sick leave as of June 30th of each year.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.1 Upon a written request, the Board of Education may grant an unpaid Leave Of Absence for a period of not more than two (2) years for educational, professional, or other purposes and shall grant such Leaves where illness or other disability is the reason for the request.
- 22.2 Upon the return of the Employee from a Leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning Employee while he/she was on Leave. An employee who returns to work within the school year, in which a leave was taken, will be returned to his/her previous position or bus route. If an employee does not return to work within the school year, in which a leave was taken, he/she may be returned to a comparable position or bus route.
- 22.3 In accordance with O.R.C. Section 3319.13, if, after the return of the Employee from Leave, the person employed for the purpose of replacing the 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 shall receive credit for his length of service with the Board during such replacement period.

ARTICLE 23 – INSURANCE

- 23.1 The Paint Valley Board of Education will pay eighty two percent (82%) of the total cost of individual and family hospitalization and prescription drug coverage, equal to or better than the current coverage, during the term of this agreement.
- 23.2 The Paint Valley Board of Education will pay one hundred percent (100%) of the cost of single and family Vision Care Insurance Program during the term of this Agreement.
- 23.3 The Paint Valley Board of Education will pay one hundred percent (100%) of the cost of a single and family Dental Insurance Program during the term of this Agreement.
- 23.4 The Paint Valley Board of Education shall provide Board-paid Group Term Life and Accidental Death Dismemberment Insurance for each employee regardless of his/her age, in the amount of Twenty Five Thousand Dollars (\$25,000.00).
- 23.5 Any change in Insurance Carrier/Coverage during the duration of this Agreement shall be subject to discussion by both Parties prior to Board approval.
- 23.6 Effective date of insurance coverage shall be the first workday as per contract year/school calendar, or the first workday following date of hire, if employee's initial contract for the position is for less than full number of days in the contract year.
- 23.7 The Board will establish an insurance buyout plan for employees. Employees may elect to receive a \$1,200.00 payment each year in lieu of hospitalization and drug coverage provided by the Board. If two bargaining unit members are married and both are bargaining unit members in the district, neither is eligible for this insurance buyout. If an

employee loses other hospitalization and drug coverage due to a spouse's loss of employment, insurance coverage, disability or death, the employee will be permitted to obtain single or family hospitalization and drug coverage through the Board immediately without penalty. The option to take the buyout must be initiated during the open enrollment period and payment of \$1,200.00 will be made during the open enrollment of the next year.

- 23.8 If the total cost of family hospitalization and drug coverage exceeds \$1,500.00 per month, the Board and Union shall meet to re-negotiate insurance benefits.
- 23.9 Employees choosing the single or family hospital and drug coverage will receive an annual bonus of \$660.00. The amount of this bonus cannot be reduced or eliminated unless there is a decrease in the percentage the employee is required to pay for single or family coverage. The \$660.00 will be pro-rated and treated as a \$55.00 reduction to the employee's contribution per month.

In addition, upon ratification of this agreement, the Board will increase the \$85.00 reduction for a family insurance policy to a \$100.00 reduction; and the Board will increase the \$65.00 reduction for a single insurance policy to a \$75.00 reduction.

Family Plan	Single Plan
\$243.80	\$102.53
<u>-\$55.00</u>	<u>-\$55.00</u>
\$179.80	\$47.53
<u>-\$30.00</u>	<u>-\$10.00</u>
\$149.80	\$37.53

- 23.10 The parties agree to re-open the contract every year for insurance if the insurance rates increase more than fifteen (15%) per year on a single or family plan.

If the new State insurance plan becomes available, the parties shall meet to discuss the implementation of the new plan. If a change occurs with the insurance carrier, the stipend will be pro-rated from the insurance contract period.

ARTICLE 24 – MAINTENANCE CHIEF TOOL ALLOWANCE

- 24.1 The Paint Valley Local. Board of Education shall pay a tool Allowance to the Maintenance Chief, of twelve hundred dollars (\$1,200.00) per year, payable in March.

ARTICLE 25 – EARLY RETIREMENT INCENTIVE PROGRAM

- 25.1 A Classified Employee who has completed ten (10) consecutive years of service with the District immediately preceding Retirement and who has completed thirty (30) years of Service Credit, or has completed twenty (20) years of Service Credit, and is eligible for Retirement under one (1) of the three (3) State Retirement Systems is eligible for the benefits of the Early Retirement Program.

- 25.2 Initial year of Early Retirement Program: Each year, ten percent (10%) of the total number of Classified Employees shall be the maximum number of Employees to receive the Early Retirement Benefits Program.
- 25.3 Qualifications for the ten percent (10%) will be determined by seniority. Employees with the highest seniority (years of service with the Paint Valley School System) shall be considered first.

<u>Years Of Service</u>	<u>Percent</u>
20/30	35%
21/31	25%
22/32	15%
23/33	10%
24/34	5%

- 25.4 Employees who are eligible, but do not qualify for the ten percent (10%), shall receive the thirty-five percent (35%) following the initial year that they qualify. Once the Employee qualifies, but decides not to retire following the initial year, they will follow the chart in Item Number 5.
- 25.5 Classified Employees may receive the Early Retirement only once. Subsequent re-employment will not establish eligibility for another Early Retirement.
- 25.6 Submission of written notice of Retirement shall be by June 1, with an effective date prior to beginning of the following school year. Notices received after June 1 will be counted on the chart in Paragraph five (5) for the following year with regards to percent of payment.
- 25.7 Employees who retire under Disability Retirement are not eligible for the Early Retirement Program.
- 25.8 Upon meeting all of the above listed requirements an Employee may choose to receive payment within one hundred twenty (120) days.
- 25.9 The Employee must be eligible for, and applied for, Retirement under appropriate Retirement System pursuant to the requirement of the applicable law for the System.

ARTICLE 26 – ATTENDANCE INCENTIVE PLAN

- 26.1 Attendance is an important factor in the successful operation of any School District.
- 26.2 Attendance Incentive Plan:

1st 9 weeks: \$100.00 for 0 absences
 2nd 9 weeks: \$100.00 for 0 absences

3rd 9 weeks: \$100.00 for 0 absences
4th 9 weeks: \$100.00 for 0 absences
Summer or 12 month employees: \$100.00 for 0 absences
9-10 month employees are eligible for 4 incentives.
11-12 month employees are eligible for 5 incentives

26.3 Personal days, In-Service Leave, Conference Leave, Vacation Leave, and Jury Duty Leave are excluded.

26.4 Incentives will be paid as follows in a separate check:

1st 9 weeks on or before October 31
2nd 9 weeks on or before January 10
3rd 9 weeks on or before March 31
4th 9 weeks on or before June 15
Summer or 12-month Employees on or before September 15

26.5 If absenteeism is reduced by 50% over the previous fiscal year, all employees shall receive a \$250.00 incentive payable on the first pay of December in a separate check.

ARTICLE 27 – IN-SERVICE TRAINING LEAVE

27.1 Employees who are granted In-Service Leave shall receive their regular pay and may be reimbursed for their expenses up to the following limits:

- | | | |
|----|--------------------------|-------------------------------------|
| a) | Lodging per day: | \$100.00 per room, double occupancy |
| | Maximum: up to 3 nights: | |
| b) | Registration: | Total Cost of Registration* |
| c) | Meals: | |
| | Maximum – 3 days: | \$25.00 per day |
| d) | Mileage | IRS MILEAGE RATE |

* The Board will pay no more than the early bird registration fee if any.

27.2 In order to be reimbursed, an Employee must present itemized receipts and a mileage statement (with odometer readings) to the Treasurer. Employees must substantiate all expenditures with receipts. Separate receipts for each meal must include:

- a) Name of business
- b) Date
- c) Number in party

d) Amount expended for meals

27.3 Receipts may be verified by the Treasurer's Office and reimbursement granted if in compliance with above requirements.

ARTICLE 28 – EMPLOYEE MILEAGE REIMBURSEMENT

28.1 When any Employee (except Maintenance Chief) in the course of performing the duties of his classification, is required by the administration to use his own vehicle, such Employee shall be reimbursed for this use at the IRS Mileage Rate provided Mileage Forms are approved and the purpose of the requirement is verified by the Building Administrator.

28.2 The Maintenance Chief, who is required to use his own vehicle on a daily basis, will be provided a maximum of twenty (20) gallons of gasoline per week from July 1 to June 30 each year, excluding Vacation time, sick leave or professional leave in lieu of mileage reimbursement.

ARTICLE 29 – SICK LEAVE CONTRIBUTION

29.1 Each Non-Certified Staff Member may contribute five (5) days of Sick Leave per request to another Non-Certified Employee when a need for such has been determined. This contribution is non-returnable. This Contributed Day is counted as a day of Sick Leave but not applicable to the Attendance Incentive Plan.

29.2 A need for contribution is defined by the following:

- (1) Donee has exhausted his/her total Sick leave days;
- (2) Advancement of Sick Leave (five [5] days) by the Board has also been exhausted;
- (3) Illness/recovery of Certified Employee will extend at least five (5) days beyond the total Sick Leave and Board advancement of sick leave;
- (4) Absence is due to serious accident or catastrophic illness of Employee and only with written verification by Doctor of both nature of illness and specific recovery time period;
- (5) Contributed Days may not be used for Pregnancy/Maternity Leave.

29.3 When the aforementioned criteria have been determined to exist, the Treasurer shall make notification to both the Employee and OAPSE of existing conditions. The Employee may then request in writing a contribution of at least five (5), and no more than fifteen (15), days from OAPSE and its Members. When the collection of such days has been completed, OAPSE shall notify the Donee of said contribution and shall furnish to the Treasurer a list of specific Contributors. The Treasurer shall then deduct those days

(only when such days are spent) from the list provided by OAPSE in alphabetical order determined by the last name of Contributors. If all Contributed Days are not used, those remaining names on the list shall be placed at the top of any subsequent list required.

- 29.4 Additional days that may be needed would require prior Board approval before a request can be made to OAPSE.

ARTICLE 30 – SUBSTANCE ABUSE TESTING

- 30.1 Any Member of the Bargaining Unit, while performing his/her regular duties, who appears to be under the influence of alcohol or any drug of abuse shall be taken promptly to a laboratory or hospital for a blood or other appropriate test. The test shall be at Board expense. Refusal to submit to such a test shall constitute automatic resignation. Any positive test result will be cause for discipline, including discharge. In the event this provision is found to be unconstitutional by the State or Federal court System, after appeals have been exhausted, this provision shall be null and void and no negotiation on this matter shall be required during the term of this Agreement.
- 30.2 There will be random substance abuse testing for all Bargaining Unit Members. The Board will pay the employee mileage at the IRS rate for travel to the testing station. Payment will be made by separate check within two (2) weeks of acceptance of travel sheet in the Superintendent's office.

ARTICLE 31 – JURY DUTY

- 31.1 Leave shall be granted for Jury Duty without limitation. Jury Duty Leave shall not be deducted from Sick Leave or Personal Leave accumulations.
- 31.2 Each Employee shall file with the Board Treasurer a certificate of Jury Service as well as compensation received for Jury Service. Any compensation issued by the Jury Commission by separate check specifically for mileage shall be retained by the Employee.
- 31.3 Certificate of Jury Service and compensation need not be filed until tour of Jury Service is completed.
- 31.4 An employee who is served a subpoena, and summoned to appear in court, will be permitted to attend the court session without loss of pay if the action is related to school or course of work. The employee must inform the Board of the time of his/her scheduled appearance and schedule to time off with his/her supervisor. If an employee is subpoenaed to court for reasons other than school or course of work, he/she shall have the option of taking any available paid leave day or a pay dock day and the time will not be counted as an absence against his/her attendance incentive record.

ARTICLE 32 – DEDUCT DAY/LEAVE WITHOUT PAY

- 32.1 With the issuance of an employment contract, the Board becomes the Classified Employee's primary Employer. In addition, employment with the Board of Education entitles the Employee to benefits of the District's Group Insurance Plans. The Board of Education believes that since an Employee is not fulfilling the contractual duties of his/her employment when he/she is on "Leave Days Without Pay", the Employee must bear an additional cost of his/her Insurance that the Board of Education would normally pay.
- 32.2 The Employee's cost to be determined by dividing the number of "Leave Days Without Pay" by the number of workdays for the Employee's job classification to determine the "percentage" of time for that month that the Employee is not fulfilling his/her contractual duties. The "percentage" would then be multiplied by the Insurance cost that the Board of Education would normally be obligated to pay to determine the additional monthly Insurance cost to the Employee as a result of his/her "Leave Days Without Pay".
- 32.3 The Employee will have his/her additional Insurance cost deducted from future paychecks. Effective date shall be the date of ratification of the new Contract.
- 32.4 All Leaves Without Pay must be applied for forty-eight (48) hours in advance and approved by the Superintendent.

ARTICLE 33 – NEW BUILDING OPENING

The employer will meet with the union officers 90 days prior to the opening of any new building to inform the union of the potential effects of such openings on the bargaining unit.

ARTICLE 34 – LABOR MANAGEMENT MEETINGS

- 34.1 A Labor-Management Committee relationship shall be formed consisting of no more than five (5) members of the Union, including a Union Representative, and no more than five (5) representatives of the Board. This committee shall meet, at the request of either the Union or the Board, for the purpose of open discussions concerning issues or questions arising out of the terms and conditions of this agreement and employment. The make-up of the respective representative groups may change depending on the nature of the issue.
- 34.2 The parties agree that the purpose of this committee shall not be negotiations nor for drafting amendments to the present agreement but for the expressed purpose of resolving problems or addressing issues of mutual concern to the parties.
- 34.3 Meetings of the committee will be held at times and places mutually agreed to by the parties. Release time may be approved by the Superintendent or his or her designee.

ARTICLE 35 – FAMILY MEDICAL LEAVE

- 35.1 Family Medical Leave (FMLA) shall be available in accordance with federal law.
- 35.2 For purposes of calculating Family Medical Leave benefits, “year” shall be defined as the rolling 12-month period measured from the date an eligible employee begins qualifying FMLA leave.

ARTICLE 36 – NO STRIKES/NO LOCKOUT

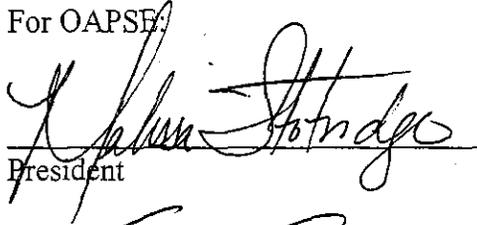
- 36.1 The Union and Employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, or other curtailment, or restriction of the education process or the Board’s operations, including the honoring of any picket line or strike activity by other Employees or by Non-Employees of the Board, during the term or extended term of this Agreement, or during the pendency of the settlement procedures set forth in Section 4.6 of this Agreement.
- 36.2 The Board agrees that neither the Board, its officer(s), agent(s) or representative(s), individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee(s) during the term of this agreement.

ARTICLE 37 – DURATION OF AGREEMENT

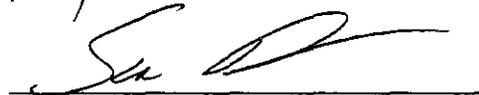
- 37.1 This Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect through June 30, 2016.
- 37.2 There shall be a re-opener for the third year of the contract solely on the issues of wages and salary schedules. Negotiations shall be pursuant to Article 4 and the Union shall have the right to strike consistent with Article 4 and Revised Code Chapter 4117.
- 37.3 One (1) printed Master Agreement shall be provided to each Bargaining Unit Member as soon as possible following ratification of the Agreement. All Bargaining unit Members, newly employed and/or returning from leaves, shall be provided a copy. The Union President shall be given extra copies. The costs of printing shall be born equally by the parties.

37.4 This Agreement entered into between the Paint Valley Local Board of Education and the Ohio Association of Public School Employees and its Local #411.

For OAPSE:



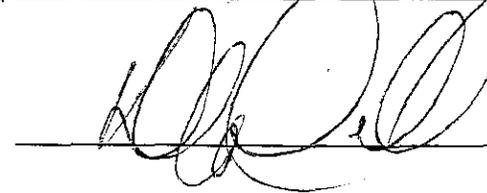
President



Field Representative

For the Board:





STEP 1 – FORMAL GRIEVANCE PRESENTATION
(TO BE COMPLETED BY AGGRIEVED PERSON, GROUP, OR OAPSE)

Aggrieved Person, Group or Local OAPSE Representative _____ Date of Formal Presentation _____

Home Address of Aggrieved Person _____

School(s) _____

Principal or Immediate Supervisor or Department Head: _____

Years in School System _____

Classification _____

Name of OAPSE Representative _____

Statement of Grievance: _____

Action Requested: _____

(Signature of Aggrieved, Group or Local OAPSE Representative)

STEP 2 – DECISION OF PRINCIPAL

(To be completed by Principal, Immediate Supervisor or Department Head, within five (5) days of formal grievance presentation)

Aggrieved Person, Group or Local OAPSE Representative: _____

Date of Formal Grievance Presentation: _____

Principal, Immediate Supervisor or Department Head: _____

Decision of Principal, Immediate Supervisor or Department Head:

Date of Decision

(Signature of Principal, Immediate Supervisor or Department Head)

Aggrieved Person Group or Local OAPSE Representative's response:

(To be completed by aggrieved within five (5) days of decision)

_____ I accept the above decision of principal or administrator.

_____ I hereby refer the above decision to OAPSE Grievance Committee for appeal to the Superintendent of schools.

Date of Response

(Signature of Aggrieved, Group or Local OAPSE Representative)

APPEAL BY OAPSE GRIEVANCE COMMITTEE OR LOCAL OFFICER(S)

(To be completed by OAPSE Grievance Chairman or Local Officer(s) within five (5) days of referral)

Aggrieved Person, Group or Local OAPSE Representative _____ Date of Formal Presentation _____

Chairman of OAPSE Grievance Committee or Local Officer(s): _____

Date of Referral Received By OAPSE _____

Recommendation of OAPSE Grievance Committee or Local Officer(s):

_____ The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

Date of Appeal _____

(Signature of OAPSE Grievance Committee Chairperson or Local Officer(s))

DECISION BY SUPERINTENDENT

(To be completed by Superintendent of School within five (5) days after hearing with Aggrieved and OAPSE Grievance Committee Representatives; hearing to be held within five (5) days after receipt of Appeal)

Aggrieved Person, Group or Local OAPSE Representative _____ Date of Formal Grievance Presentation _____

Date Appeal Received by Superintendent _____ Date hearing held by Superintendent _____

Decision of Superintendent and Reasons:

Date of Decision _____

(Signature of Superintendent)

Aggrieved Person, Group or OAPSE Representative's Response:

To be completed by Aggrieved within five (5) days of decision. (Initial & Date Response)

_____ I accept the above decision of the Superintendent of Schools.

_____ I hereby appeal, through the OAPSE Grievance Committee, to the Board of Education for a review of this grievance.

Date of Response _____

(Signature of Aggrieved Person, Group or Local OAPSE Rep.)

REVIEW BY BOARD OF EDUCATION

Aggrieved Person, Group or Local OAPSE Representative _____ Date of Formal Grievance Presentation _____

OAPSE Grievance Committee or Local Officer(s) Referral to the Board: (To be completed within five (5) days of the OAPSE Grievance Committee or Local Officer(s) receipt of appeal from Aggrieved Person, Group or Local OAPSE Representative)

The attached grievance is hereby appealed to the Board of Education for a review and hearing.

Date of Referral to the Board _____
Signature of OAPSE Grievance Chairman or Local Officer(s) _____

(To be completed by Board of Education Chairman within ten (10) days after Board hearing with the Aggrieved Person, Group or Local OAPSE Representative and a State OAPSE Representative if the Person, Group or Local Representative so chooses; A Board hearing to be held within thirty (30) days after receipt of appeal)

Date Appeal received by Board of Education _____ Date Hearing Held by Board of Education _____

Decision of Board of Education and Reasons:

Date of Decision _____
(Signature of Board Chairman)

Aggrieved Person, Group or Local OAPSE Representative's Response, (To be completed within five (5) days of decision)

_____ I accept the above decision of the Board of Education.

_____ I hereby request that the local OAPSE Association submit this grievance to arbitration.

Date of Response _____
(Signature of Aggrieved, Group or Local OAPSE Rep.) _____

DETERMINATION REGARDING ARBITRATION

(To be completed by OAPSE Local Officer(s) or Grievance Committee Chairman within five (5) days of receipt of request from Aggrieved that grievance be submitted to arbitration)

Aggrieved Person, Group or Local OAPSE Representative _____ Date of Formal Presentation _____

Association President _____ Date Request Received for Arbitration _____

The local Union, through its OAPSE Executive Committee or Local Officer(s) has determined that this grievance is meritorious and will be submitting it to the OAPSE State office for a determination. This grievance therefore, is hereby submitted to arbitration.

Date of Determination _____

(Signature of Local OAPSE President)

Designation of Arbitrator, (To be completed by Board Chairman and Local Union President within five (5) days of submission to board of Association determination to submit grievance to Arbitration)

The parties have agree upon and selected _____ as the arbitrator
(Name) to whom the appended grievance is hereby submitted.

Date of Designation _____

(Signature of Local OAPSE President)

(Signature of Board Chairman)

REPORT OF REPRIMAND

Date _____, 20 _____

Name of Employee _____

School _____ Building _____

- (1) What happened (facts),
- (2) Source of facts (who contributed information, witnesses),
- (3) Employee's story
- (4) Rule(s) violated, if any (state previous violations, indicate dates),
- (5) Action,
- (6) Comments

I have read the statements written above.

Employee _____

Principal _____

Superintendent _____

1 copy to Employee 1 copy to Superintendent
1 copy to Principal 1 copy to Board President

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: Accounting Clerk
 SCHEDULED HOURS: 7:30 AM – 3:30 PM
 PAID DAYS: "261" (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	8	\$14.91	\$119.28	2,088	\$31,132
1	12	261	8	\$15.17	\$121.36	2,088	\$31,675
2	12	261	8	\$15.49	\$123.92	2,088	\$32,343
3	12	261	8	\$15.81	\$126.48	2,088	\$33,011
4	12	261	8	\$16.16	\$129.28	2,088	\$33,742
5	12	261	8	\$16.49	\$131.92	2,088	\$34,431
6	12	261	8	\$16.78	\$134.24	2,088	\$35,037
7	12	261	8	\$17.10	\$136.80	2,088	\$35,705
8	12	261	8	\$17.43	\$139.44	2,088	\$36,394
9	12	261	8	\$17.75	\$142.00	2,088	\$37,062
10	12	261	8	\$18.01	\$144.08	2,088	\$37,605

261 days in 2011-2012 contract year

PAIN VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Secretary
 SCHEDULED HOURS: 7:30 AM – 3:30 PM
 PAID DAYS: “209” (178 student days + 2 P-T conference days + 9 holidays + 10 days before school + 10 days after school)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	10	209	8	\$14.91	\$119.28	1,672	\$24,930
1	10	209	8	\$15.17	\$121.36	1,672	\$25,364
2	10	209	8	\$15.49	\$123.92	1,672	\$25,899
3	10	209	8	\$15.81	\$126.48	1,672	\$26,434
4	10	209	8	\$16.16	\$129.28	1,672	\$27,020
5	10	209	8	\$16.49	\$131.92	1,672	\$27,571
6	10	209	8	\$16.78	\$134.24	1,672	\$28,056
7	10	209	8	\$17.10	\$136.80	1,672	\$28,591
8	10	209	8	\$17.43	\$139.44	1,672	\$29,143
9	10	209	8	\$17.75	\$142.00	1,672	\$29,678
10	10	209	8	\$18.01	\$144.08	1,672	\$30,113

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Clerical Aide (start: Nov'93)
 SCHEDULED HOURS: 8:00 AM – 3:15 PM
 PAID DAYS: "212" (178 student days + 2 P-T conference days + 9 holidays + 23 other days as scheduled by guidance counselor)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	212	7.25	\$14.23	\$103.17	1,537	\$21,872
1	9	212	7.25	\$14.37	\$104.18	1,537	\$22,087
2	9	212	7.25	\$14.61	\$105.92	1,537	\$22,456
3	9	212	7.25	\$14.79	\$107.23	1,537	\$22,732
4	9	212	7.25	\$15.00	\$108.75	1,537	\$23,055
5	9	212	7.25	\$15.15	\$109.84	1,537	\$23,286
6	9	212	7.25	\$15.40	\$111.65	1,537	\$23,670
7	9	212	7.25	\$15.54	\$112.67	1,537	\$23,885
8	9	212	7.25	\$15.73	\$114.04	1,537	\$24,177
9	9	212	7.25	\$15.96	\$115.71	1,537	\$24,531
10	9	212	7.25	\$16.10	\$116.73	1,537	\$24,746

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Building Aide (7.25 hours per day)
 SCHEDULED HOURS: 8:00 AM – 3:15 PM
 PAID DAYS: "187" (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	7.25	\$14.23	\$103.17	1,355.75	\$19,292
1	9	187	7.25	\$14.37	\$104.18	1,355.75	\$19,482
2	9	187	7.25	\$14.61	\$105.92	1,355.75	\$19,808
3	9	187	7.25	\$14.79	\$107.23	1,355.75	\$20,052
4	9	187	7.25	\$15.00	\$108.75	1,355.75	\$20,336
5	9	187	7.25	\$15.15	\$109.84	1,355.75	\$20,540
6	9	187	7.25	\$15.40	\$111.65	1,355.75	\$20,879
7	9	187	7.25	\$15.54	\$112.67	1,355.75	\$21,068
8	9	187	7.25	\$15.73	\$114.04	1,355.75	\$21,326
9	9	187	7.25	\$15.96	\$115.71	1,355.75	\$21,638
10	9	187	7.25	\$16.10	\$116.73	1,355.75	\$21,828

Used also for preschool aides.

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Cashier
 SCHEDULED HOURS: 10:00 AM – 1:00 PM
 PAID DAYS: "187" (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	3	\$14.23	\$42.69	561	\$7,983
1	9	187	3	\$14.37	\$43.11	561	\$8,062
2	9	187	3	\$14.61	\$43.83	561	\$8,196
3	9	187	3	\$14.79	\$44.37	561	\$8,297
4	9	187	3	\$15.00	\$45.00	561	\$8,415
5	9	187	3	\$15.15	\$45.45	561	\$8,499
6	9	187	3	\$15.40	\$46.20	561	\$8,639
7	9	187	3	\$15.54	\$46.62	561	\$8,718
8	9	187	3	\$15.73	\$47.19	561	\$8,825
9	9	187	3	\$15.96	\$47.88	561	\$8,954
10	9	187	3	\$16.10	\$48.30	561	\$9,032

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Library Aide (7.25 hrs per day)
 SCHEDULED HOURS: 8:00 AM – 3:15 PM
 PAID DAYS: "187" (178 student days + 9)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	7.25	\$14.23	\$103.17	1,355.75	\$19,292
1	9	187	7.25	\$14.37	\$104.18	1,355.75	\$19,482
2	9	187	7.25	\$14.61	\$105.92	1,355.75	\$19,808
3	9	187	7.25	\$14.79	\$107.23	1,355.75	\$20,052
4	9	187	7.25	\$15.00	\$108.75	1,355.75	\$20,336
5	9	187	7.25	\$15.15	\$109.84	1,355.75	\$20,540
6	9	187	7.25	\$15.40	\$111.65	1,355.75	\$20,879
7	9	187	7.25	\$15.54	\$112.67	1,355.75	\$21,068
8	9	187	7.25	\$15.73	\$114.04	1,355.75	\$21,326
9	9	187	7.25	\$15.96	\$115.71	1,355.75	\$21,638
10	9	187	7.25	\$16.10	\$116.73	1,355.75	\$21,828

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 4 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	4	\$16.44	\$65.76	748	\$12,297
1	9	187	4	\$16.69	\$66.76	748	\$12,484
2	9	187	4	\$17.03	\$68.12	748	\$12,738
3	9	187	4	\$17.43	\$69.72	748	\$13,038
4	9	187	4	\$17.75	\$71.00	748	\$13,277
5	9	187	4	\$18.09	\$72.36	748	\$13,531
6	9	187	4	\$18.45	\$73.80	748	\$13,801
7	9	187	4	\$18.79	\$75.16	748	\$14,055
8	9	187	4	\$19.13	\$76.52	748	\$14,309
9	9	187	4	\$19.46	\$77.84	748	\$14,556
10	9	187	4	\$19.71	\$78.84	748	\$14,743

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 4.5 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	4.5	\$16.44	\$73.98	841.5	\$13,834
1	9	187	4.5	\$16.69	\$75.11	841.5	\$14,045
2	9	187	4.5	\$17.03	\$76.64	841.5	\$14,331
3	9	187	4.5	\$17.43	\$78.44	841.5	\$14,667
4	9	187	4.5	\$17.75	\$79.88	841.5	\$14,937
5	9	187	4.5	\$18.09	\$81.41	841.5	\$15,223
6	9	187	4.5	\$18.45	\$83.03	841.5	\$15,526
7	9	187	4.5	\$18.79	\$84.56	841.5	\$15,812
8	9	187	4.5	\$19.13	\$86.09	841.5	\$16,098
9	9	187	4.5	\$19.46	\$87.57	841.5	\$16,376
10	9	187	4.5	\$19.71	\$88.70	841.5	\$16,586

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 5 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	5	\$16.44	\$82.20	935	\$15,371
1	9	187	5	\$16.69	\$83.45	935	\$15,605
2	9	187	5	\$17.03	\$85.15	935	\$15,923
3	9	187	5	\$17.43	\$87.15	935	\$16,297
4	9	187	5	\$17.75	\$88.75	935	\$16,596
5	9	187	5	\$18.09	\$90.45	935	\$16,914
6	9	187	5	\$18.45	\$92.25	935	\$17,251
7	9	187	5	\$18.79	\$93.95	935	\$17,569
8	9	187	5	\$19.13	\$95.65	935	\$17,887
9	9	187	5	\$19.46	\$97.30	935	\$18,195
10	9	187	5	\$19.71	\$98.55	935	\$18,429

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 5.5 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	5.5	\$16.44	\$90.42	1,028.5	\$16,909
1	9	187	5.5	\$16.69	\$91.80	1,028.5	\$17,166
2	9	187	5.5	\$17.03	\$93.67	1,028.5	\$17,515
3	9	187	5.5	\$17.43	\$95.87	1,028.5	\$17,927
4	9	187	5.5	\$17.75	\$97.63	1,028.5	\$18,256
5	9	187	5.5	\$18.09	\$99.50	1,028.5	\$18,606
6	9	187	5.5	\$18.45	\$101.48	1,028.5	\$18,976
7	9	187	5.5	\$18.79	\$103.35	1,028.5	\$19,326
8	9	187	5.5	\$19.13	\$105.22	1,028.5	\$19,675
9	9	187	5.5	\$19.46	\$107.03	1,028.5	\$20,015
10	9	187	5.5	\$19.71	\$108.41	1,028.5	\$20,272

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 6 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	6	\$16.44	\$98.64	1,122	\$18,446
1	9	187	6	\$16.69	\$100.14	1,122	\$18,726
2	9	187	6	\$17.03	\$102.18	1,122	\$19,108
3	9	187	6	\$17.43	\$104.58	1,122	\$19,556
4	9	187	6	\$17.75	\$106.50	1,122	\$19,916
5	9	187	6	\$18.09	\$108.54	1,122	\$20,297
6	9	187	6	\$18.45	\$110.70	1,122	\$20,701
7	9	187	6	\$18.79	\$112.74	1,122	\$21,082
8	9	187	6	\$19.13	\$114.78	1,122	\$21,464
9	9	187	6	\$19.46	\$116.76	1,122	\$21,834
10	9	187	6	\$19.71	\$118.26	1,122	\$22,115

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Bus Driver – 6.5 hour
 SCHEDULED HOURS: Arranged
 PAID DAYS: “187” (178 student days + 9 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	187	6.5	\$16.44	\$106.86	1,215.5	\$19,983
1	9	187	6.5	\$16.69	\$108.49	1,215.5	\$20,287
2	9	187	6.5	\$17.03	\$110.70	1,215.5	\$20,700
3	9	187	6.5	\$17.43	\$113.30	1,215.5	\$21,186
4	9	187	6.5	\$17.75	\$115.38	1,215.5	\$21,575
5	9	187	6.5	\$18.09	\$117.59	1,215.5	\$21,988
6	9	187	6.5	\$18.45	\$119.93	1,215.5	\$22,426
7	9	187	6.5	\$18.79	\$122.14	1,215.5	\$22,839
8	9	187	6.5	\$19.13	\$124.35	1,215.5	\$23,253
9	9	187	6.5	\$19.46	\$126.49	1,215.5	\$23,654
10	9	187	6.5	\$19.71	\$128.12	1,215.5	\$23,958

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: September 1, 2013; or, beginning contract date
 POSITION: Cook
 SCHEDULED HOURS: 7:00 AM – 1:00 PM
 PAID DAYS: “189” (178 student days + 9 holidays + 1 day before school
 + 1 day after school)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	9	189	6	\$14.67	\$88.02	1,134	\$16,636
1	9	189	6	\$14.79	\$88.74	1,134	\$16,772
2	9	189	6	\$14.97	\$89.82	1,134	\$16,976
3	9	189	6	\$15.06	\$90.36	1,134	\$17,078
4	9	189	6	\$15.17	\$91.02	1,134	\$17,203
5	9	189	6	\$15.35	\$92.10	1,134	\$17,407
6	9	189	6	\$15.48	\$92.88	1,134	\$17,554
7	9	189	6	\$15.62	\$93.72	1,134	\$17,713
8	9	189	6	\$15.72	\$94.32	1,134	\$17,826
9	9	189	6	\$15.88	\$95.28	1,134	\$18,008
10	9	189	6	\$16.00	\$96.00	1,134	\$18,144

Head Cook – Add \$1,200 annually

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: Custodian
 SCHEDULED HOURS: 7:00 AM – 3:00 PM; 3:00 PM – 11:00 PM; or arranged
 PAID DAYS: “261” (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	8	\$15.72	\$125.76	2,088	\$32,823
1	12	261	8	\$16.09	\$128.72	2,088	\$33,596
2	12	261	8	\$16.36	\$130.88	2,088	\$34,160
3	12	261	8	\$16.59	\$132.72	2,088	\$34,640
4	12	261	8	\$16.92	\$135.36	2,088	\$35,329
5	12	261	8	\$17.18	\$137.44	2,088	\$35,872
6	12	261	8	\$17.47	\$139.76	2,088	\$36,477
7	12	261	8	\$17.78	\$142.24	2,088	\$37,125
8	12	261	8	\$18.09	\$144.72	2,088	\$37,772
9	12	261	8	\$18.40	\$147.20	2,088	\$38,419
10	12	261	8	\$18.77	\$150.16	2,088	\$39,192

261 days in 2011-2012 contract year

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: Custodian – 4 hour
 SCHEDULED HOURS: 2nd Shift/Arranged
 PAID DAYS: “261” (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	4	\$15.72	\$62.88	1,044	\$16,411.68
1	12	261	4	\$16.09	\$64.36	1,044	\$16,797.96
2	12	261	4	\$16.36	\$65.44	1,044	\$17,079.84
3	12	261	4	\$16.59	\$66.36	1,044	\$17,319.96
4	12	261	4	\$16.92	\$67.68	1,044	\$17,664.48
5	12	261	4	\$17.18	\$68.72	1,044	\$17,935.92
6	12	261	4	\$17.47	\$69.88	1,044	\$18,238.68
7	12	261	4	\$17.78	\$71.12	1,044	\$18,562.32
8	12	261	4	\$18.09	\$72.36	1,044	\$18,885.96
9	12	261	4	\$18.40	\$73.60	1,044	\$19,209.60
10	12	261	4	\$18.77	\$75.08	1,044	\$19,595.88

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: 3rd Shift Custodian/Cleaning
 SCHEDULED HOURS: 7:00 AM – 3:00 PM (summer)
 11:00 PM – 7:00 AM (school year)
 PAID DAYS: "261" (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	8	\$16.03	\$128.24	2,088	\$33,471
1	12	261	8	\$16.41	\$131.28	2,088	\$34,264
2	12	261	8	\$16.60	\$132.80	2,088	\$34,661
3	12	261	8	\$16.92	\$135.36	2,088	\$35,329
4	12	261	8	\$17.19	\$137.52	2,088	\$35,893
5	12	261	8	\$17.50	\$140.00	2,088	\$36,540
6	12	261	8	\$17.77	\$142.16	2,088	\$37,104
7	12	261	8	\$18.08	\$144.64	2,088	\$37,751
8	12	261	8	\$18.41	\$147.28	2,088	\$38,440
9	12	261	8	\$18.67	\$149.36	2,088	\$38,983
10	12	261	8	\$19.05	\$152.40	2,088	\$39,776

261 days in 2011-2012 contract year

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: Custodian/Maintenance Helper
 SCHEDULED HOURS: 7:00 AM – 3:00 PM (summer)
 3:00 PM – 11:00 PM (school year)
 PAID DAYS: “261” (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	8	\$15.90	\$127.20	2,088	\$33,199
1	12	261	8	\$16.20	\$129.60	2,088	\$33,826
2	12	261	8	\$16.49	\$131.92	2,088	\$34,431
3	12	261	8	\$16.76	\$134.08	2,088	\$34,995
4	12	261	8	\$17.06	\$136.48	2,088	\$35,621
5	12	261	8	\$17.38	\$139.04	2,088	\$36,289
6	12	261	8	\$17.57	\$140.56	2,088	\$36,686
7	12	261	8	\$17.91	\$143.28	2,088	\$37,396
8	12	261	8	\$18.23	\$145.84	2,088	\$38,064
9	12	261	8	\$18.52	\$148.16	2,088	\$38,670
10	12	261	8	\$18.82	150.56	2,088	\$39,296

261 days in 2011-2012 contract year

PAINT VALLEY LOCAL SCHOOL DISTRICT

**CLASSIFIED SALARY SCHEDULE
SCHOOL YEARS 2013-2014 AND 2014-2015**

EFFECTIVE DATE: July 1, 2013; or, beginning contract date
 POSITION: Maintenance Chief
 SCHEDULED HOURS: 7:00 AM – 3:00 PM (summer)
 PAID DAYS: "261" (includes paid vacation + 13 holidays)

YEARS OF EXPERIENCE	MONTHS WORKED	PAID DAYS	HOURS PER DAY	RATE PER HOUR	DAILY RATE	ANNUAL HRS. PAID	ANNUAL SALARY
0	12	261	8	\$18.79	\$150.32	2,088	\$39,234
1	12	261	8	\$19.23	\$153.84	2,088	\$40,152
2	12	261	8	\$19.61	\$156.88	2,088	\$40,946
3	12	261	8	\$20.01	\$160.08	2,088	\$41,781
4	12	261	8	\$20.40	\$163.20	2,088	\$42,595
5	12	261	8	\$20.80	\$166.40	2,088	\$43,430
6	12	261	8	\$21.21	\$169.68	2,088	\$44,286
7	12	261	8	\$21.60	\$172.80	2,088	\$45,101
8	12	261	8	\$22.01	\$176.08	2,088	\$45,957
9	12	261	8	\$22.41	\$179.28	2,088	\$46,792
10	12	261	8	\$22.85	\$182.80	2,088	\$47,711

261 days in 2011 – 2012 contract year
 tool allowance - \$1,200 annually