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**The Perrysburg
Board of Education
and
Ohio Association of Public School Employees
OAPSE Local 242
July 1, 2013 – June 30, 2016**

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ARTICLE 1

ORGANIZATIONAL RIGHTS

1.01 RECOGNITION

- A. This Agreement is entered into by and between the Board of Education of the Perrysburg Exempted Village School District, hereinafter called the Board, and the Ohio Association of Public School Employees, American Federation of State, County, Municipal Employees (AFSCME) and AFL-CIO on behalf of Local #242, hereinafter called OAPSE.
- B. The Board agrees not to negotiate with any one of or group of classified employees other than OAPSE for the duration of this Agreement. The Board recognizes OAPSE as the sole and exclusive bargaining representative for contracted classified employees.
- C. OAPSE recognizes the Board as the elected representatives of the citizens of the Perrysburg Exempted Village School District and as such is vested by statute with the final authority in determining the policies that govern said District; and that the classified staff, along with other employees, under the procedures as set forth by the Superintendent of Schools, have the responsibility of carrying out the policies established by the Board.

1.02 DEFINITIONS

- A. Board: The locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.
- B. Superintendent: The executive officer of the school district.
- C. Classified Employee: Employees who have a contract with the Board to regularly perform duties which do not require certification, excluding Executive Assistants, Transportation Director/Supervisor, Maintenance Supervisor, Food Service Supervisor, computer technicians, substitutes, as-needed employees, and administrative staff.
- D. Administrative Staff: Includes principals, Superintendent, Treasurer, Directors, and any other employees on the administrative salary schedule.
- E. Day: For the purposes of all parts of this Agreement, a day is defined as a calendar day; excluding holidays and weekends.
- F. Classifications: For all purposes under this Agreement, the following shall be recognized as district job classifications for the bargaining unit:

1. Monitor Classification
 - High School and Junior High School Study Hall
 - Monitor/Paraprofessional
 - Kindergarten Monitor
 - Cafeteria and Playground Monitor

2. Cafeteria Personnel Classification
 - High School Cafeteria Manager
 - Jr. High School Cafeteria Manager
 - Elementary Cafeteria Manager
 - Assistant Cafeteria Manager
 - Junior High and High School Head Cashier
 - Cafeteria—all other

3. Custodial Personnel Classification
 - High School Head Custodian
 - Junior High Head custodian
 - Elementary Head Custodian
 - High School and Junior High Head Assistant Custodian
 - 12-Month Custodian
 - 10-Month Custodian
 - 10 Month Part time Custodian

4. Library Personnel Classification
 - Assistant Librarians - High School
 - Assistant Librarians – Elementary

5. Maintenance Classification
 - Maintenance/Grounds Specialist (Level III)
 - Maintenance/Grounds Specialist (Level II)
 - Maintenance/Grounds Specialist (Level I)

6. Secretarial Personnel Classification
 - Receptionist
 - 12-month Secretary
 - 10-month Secretary

7. Transportation Personnel Classification
 - Head Mechanic
 - Mechanic
 - Mechanic’s Helper
 - Bus Drivers

8. Treasurer/Accounting Personnel Classification
 - Treasurer’s office staff

9. Special Education Paraprofessionals Classification (if hired by Perrysburg Schools).

These definitions will remain in effect for the duration of the agreement.

The board agrees to negotiate with the union with respect to the compensation of all newly created positions in the bargaining unit.

ARTICLE 2

PLEDGE AGAINST DISCRIMINATION AND COERCION

2.01 NONDISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, job classification, political opinions or affiliation.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- C. The employer, employees, and the Union agree not to interfere with rights of employees to become members or non-members of the Union.

ARTICLE 3

ZIPPER CLAUSE/MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS AND ZIPPER CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. In accordance with Ohio Revised Code Sections 4117.08, 4117.09 and 4117.10(A), the provisions of this Agreement shall supersede, control and govern the relationship of the parties in place of provisions included in Ohio law, including the rights of the Board as set out in Section 4117.08 which are not in conflict with the provisions of this Agreement.

ARTICLE 4

UNION REPRESENTATION

4.01 UNION DUES

The Board agrees to deduct from the pay of employees dues for OAPSE when so authorized in writing by the employee and to remit the dues to the State Association Treasurer monthly, together with a list showing the names for the employees. Payroll Deductions shall be continuous and shall continue for successive periods of one year,

unless written notice of revocation is served upon the Treasurer of Perrysburg Schools and the State Association Treasurer between August 22 and August 31. Union dues shall be deducted in 26 equal installments for employees working 4 hours or more per day. Employees working less than 4 hours per day shall have dues deducted in 21 equal installments.

4.02 FAIR SHARE FEE

- A. The Board shall deduct at no charge to OAPSE from the pay of the members of the Bargaining Unit who elect not to become or, to remain members of OAPSE a fair share fee for OAPSE's representation of such non-members during the term of this Agreement. Written authorization for the deduction of fair share fees is not required. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not to remain to OAPSE's work in the realm of collective bargaining.
- B. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of OAPSE, shall be transmitted by OAPSE to the Treasurer of the Board on or about October 1 of each year during the term of this Agreement for purposes of determining the amounts to be payroll-deducted, and the Board agrees to promptly transmit all such amounts to OAPSE. For those employed less than a full year, the annual fee will be appropriately pro-rated according to OAPSE's formula, provided that such formula is provided to the Treasurer at least sixty (60) days in advance of the commencement of any such deductions. Should a question arise, the Union Treasurer may review payroll records regarding dues deduction.
- C. Payroll deductions of such fair share fees for the annual July employment year shall begin on the first payroll of initial employment. The Treasurer shall, upon notification from OAPSE that a member has terminated membership in the union, commence the deduction of the fair share with respect to the former member, and the amount of the fee yet to be deducted, shall be the annual fair share fee less the amount previously paid by payroll deduction.
- D. The Board further agrees to accompany each such transmittal of deductions with a list of the names of the bargaining unit members for whom such fair share fee deductions were made, the period covered, and the amounts deducted for each period.
- E. OAPSE represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE and that such procedure and notice shall be compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- F. Upon timely demand, non-members may apply to OAPSE for an advance reduction/rebate of the fair share fee pursuant to the internal rebate procedure adopted by OAPSE.

- G. OAPSE agrees to defend and indemnify the Board, including its officers, members, employees and agents for any costs, expenses or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give OAPSE a twenty (20) day written notice of any claim made or action filed against the Board for which defense and indemnification may be claimed;
 2. OAPSE reserves the right to designate counsel to represent and defend the Board. This provision shall not prevent the Board from employing its own counsel (at its own expense) to assist in such representation. Further, OAPSE agrees that counsel it designates to represent the Board shall accept and act upon the Board's reasonable instructions. Such counsel shall recognize that her/his primary obligation is to her/his client, i.e., the Board. In no event shall OAPSE impose such representation upon the Board as will create or foster a conflict of interest;
 3. The Board shall give full and complete cooperation and reasonable assistance to OAPSE and the counsel OAPSE designates to represent the Board at all levels of the proceedings;
 4. The Board shall permit OAPSE and/or its affiliates to intervene as a party;
 5. The Board shall not oppose application by OAPSE and/or its affiliates to intervene as a party or as amicus curiae; and
 6. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations as set forth in this provision.
- H. A non-member of the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of OAPSE, except as limited by OAPSE policy.
- I. This fair share fee provision shall be an exclusive right of OAPSE during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by OAPSE.
- J. OAPSE hereby assures the Board, its members, officers and administrative employees that OAPSE's fair share fee and rebate procedures fully comply with and satisfy all legal requirements established by the Ohio State Employment Relations Board and the Ohio and Federal Courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed by the State Employment Relations Board or the appropriate State or Federal Court.

4.03 PAYROLL DEDUCTIONS

Payroll deductions will be provided without cost to OAPSE for the following: (a) Membership Dues, (b) Credit Union, (c) United Way, (d) Tax Sheltered Annuities, (e) Insurance (life, dental, health), and (f) Others as agreed upon. Payroll deduction will be continuous until revoked by the employee in writing. Withdrawal period will be between August 22 and August 31 of each year. That proportion of the first 2 deductions necessary to cover the local proportions of yearly dues shall be sent to the Association for remittance to the Local treasurer. The Local treasurer shall notify the Treasurer in writing of the amount of local dues for that year before September 1. Employees working less than 4 hours per day shall have dues deducted in 21 equal installments.

4.04 PAY PERIODS/DIRECT DEPOSIT

Members of the Bargaining Unit shall be paid on a bi-weekly basis in 26 installments, except those working less than 4 hours per day shall be paid in twenty-one (21) equal installments. All employees shall receive their pay via direct deposit.

4.05 RELEASED TIME

The Board will provide up to a total of 9 days off with pay each calendar year for the OAPSE President or designee and one elected delegate to attend conferences and/or other OAPSE functions. In no event may more than one employee per job classification be away on such leave.

Additionally, if requested by the President of the Local, employees may be granted leave with pay for union business provided the union reimburses the Board for employees' wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than five (5) work days in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstances and shall not exceed a total of five (5) days per school year.

4.06 UNION REPRESENTATION

OAPSE shall represent all classified staff members equally and without discrimination in negotiations, regardless of their membership or non-membership in OAPSE.

4.07 INFORMATION PROVIDED TO UNION

The Administration will provide a copy of this contract to each building and to each building steward. The contract will be available on the District's website. The Board of Education shall notify the OAPSE President and Treasurer of employee hirings through the Board agenda in the Board meeting summary.

4.08 NO REPRISALS

There will be no reprisals of any kind taken against any employee by reason of his /her membership.

4.09 EMPLOYEE RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny to classified staff members rights they may have under law.

4.10 ARTICLES NOT SUBJECT TO GRIEVANCE PROCEDURE

All articles of the section of this agreement entitled "Procedures for Conducting Negotiations" are not subject to the Grievance Procedure defined in this contract.

4.11 UNION BUSINESS DURING BUSINESS HOURS

Without prior approval of the Superintendent, no OAPSE business will be permitted during the employee's normal working hours, except attendance at monthly meetings (provided buildings are not left unattended and the employee agrees to make up the lost time) and alleged contract violations which have been raised through the grievance procedure of this Agreement.

4.12 USE OF FACILITIES

OAPSE shall have the right to use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. The association shall be responsible for any additional custodial cost involved in the use of the building (i.e. cleanup, overtime).

4.13 ATHLETIC PASS

Full time employees will receive a family athletic pass, and part time employees will receive a single athletic pass and will be allowed to bring one guest. Employee must be in attendance when using passes and passes are not transferable. Full and part-time employees are identified in Article 19.01 B.

4.14 LABOR/MANAGEMENT COMMITTEE

There shall be established a committee of six members which shall meet at mutually agreed upon times to discuss problems of mutual concern between the parties to this collective bargaining agreement and problems which may occur from time to time in the administration of this agreement. Five (5) days prior to the established meeting date, each party shall submit an agenda of items to be discussed and the meeting discussion shall be limited to the prepared agenda items unless the parties mutually agree otherwise. Three (3) members of the committee shall be appointed by the Superintendent and three (3) shall be appointed by the LOCAL union president.

4.15 AFSCME-PEOPLE

The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in the written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the union, on

a monthly basis, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 DEFINITIONS

- A. A grievance is a claim by a member of the association that there has been a violation, misapplication, misinterpretation or an appeal to an alleged unjust discipline of one or more of the provisions of this agreement. The Union shall have the right to file a grievance with respect to an alleged violation of the provisions of this Agreement dealing with Union recognition, the grievance procedure, the fair share fee, dues deductions, the negotiations procedure, contract duration, and the vision with respect to the zipper clause/management rights only.
- B. A grievant is an employee or group of employees, in the bargaining unit, alleging that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.
- C. OAPSE may designate one or more representatives for grievance procedures in each classification. The grievant may choose to have one OAPSE representative present in any step of the grievance procedure.
- D. A group shall be defined as two or more people. If a grievance is filed on behalf of each group, each member who is participating shall be listed on the written explanation of the grievance at every level.

5.02 GENERAL PROVISIONS

- A. There shall be no reprisal against a person or persons who initiate or participate in a grievance according to the agreed upon procedure. All grievance proceedings shall be handled in a confidential manner.
- B. Both parties, the Board and the Association may seek legal advice, and may have counsel present at any step of this procedure.
- C. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this agreement.
- D. Forms for processing grievances shall be made available through designated officials of OAPSE and the Board of Education Office.
- E. A grievance may be withdrawn at any level with or without prejudice.

- F. Time limits specified in the procedure may be altered by mutual agreement of the grievant(s) and the Superintendent or Board of Education.

5.03 STEPS

Step 1:

Within five (5) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her supervisor for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within five (5) days after the grievant knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived.

Step 2:

If the grievance is not resolved at Step 1, the grievant shall, within five (5) days, present the grievant's supervisor (and principal when appropriate) with a written explanation of the grievance, citing the specific section of the contract that has been violated and the relief sought.

Within five (5) days of the receipt of such claim, the supervisor (and principal when appropriate) shall render a decision on the grievance in written form one copy of which will be sent to the grievant and a second copy will be sent to the Superintendent.

Step 3:

If the grievance is not resolved in Step 2, the grievant shall within (5) days of receipt of the decision, send a written request for a hearing before the Superintendent. In addition to the request, the grievant shall include the written explanation of the grievance originally submitted to the supervisor. A copy of the request and the grievance shall be sent to the President of the Board of Education. The grievant and the Superintendent or designee may each have a representative present at the hearing. The hearing will be held within (10) days of the Superintendent's receipt of the request. The Superintendent will render a decision on the grievance within five (5) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the supervisor and the President of the Board of Education.

5.04 MEDIATION

If the Union is not satisfied with the disposition of the grievance at step 3, the grievance shall be referred to grievance mediation under the director of the Federal Mediation and Conciliation Service. If unresolved through mediation the Union within 15 days of completion of the mediation hearing may refer the grievance to step 5.05, binding arbitration.

5.05 ARBITRATION

The arbitration shall be conducted in compliance with the Federal Mediation and Conciliation Service's (FMCS) voluntary rules and regulations.

The parties shall mutually request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The arbitrators shall be selected by the parties alternately striking a name until a single name remains. The party striking first shall be determined by a flip of a coin. Either party may reject the first list of arbitrators supplied by the Federal Mediation and Conciliation Service and request submission of a second and third list.

This arbitrator will render the written decision and award. The arbitrator shall not add to, subtract from or modify the terms of this agreement in rendering the decision. This decision shall be final and binding on OAPSE, its members, the employee or employees involved and the Board. Cost of the arbitrator's services shall be shared equally by the parties.

ARTICLE 6

SENIORITY / INITIAL EMPLOYMENT

6.01 INITIAL EMPLOYMENT

At the Board's request, within the first year of employment, OAPSE will meet to consider, in a particular case, the Board's desire to place a newly hired employee above the zero year experience step.

6.02 SENIORITY DEFINITIONS

System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. This provision relates to regular contracted employees only.

Job classification seniority shall be defined as the total length of employment by an employee in a particular job classification. Job classifications shall correspond with the job classifications set forth in Article 1 of this Agreement.

Building seniority shall be defined as the length of employment by an employee in a particular building as computed from the employee's most recent date of entry into such building.

A tie in system seniority occurs when two or more employees begin regular employment with the Board on the same date. Ties in system seniority shall be broken by a selection process such as the flip of a coin. A tie in classification seniority will be broken by placing an employee(s) on the classification seniority list in order of their system seniority.

ARTICLE 7

JOB OPENINGS

7.01 DEFINITION

Job openings are defined as vacancies as determined by the Board of Education and are those classified positions which require a contract. Said posting shall include the job description and hours of work.

7.02 POSTING REQUIREMENT

All job openings in the position shall be publicized by the Superintendent. Employees must complete application on the District's online application system. Time between posting and consideration for the post shall be at least five (5) days. For vacancies arising before January 15, the posting shall occur not later than thirty (30) working days after declaration of the vacancy by the Board.

The posting shall include the following:

- a. position title
- b. building
- c. salary range/wages
- d. job description
- e. deadline for application
- f. hours per day

7.03 DUE CONSIDERATION

The administration agrees to give due consideration to the experience, training and attainments of all applicants for job openings.

7.04 MAKING APPLICATION

Any interested bargaining unit member who believes she/he is qualified for the vacancy may apply within the posting period. If the applicant is in the same job classification, she/he will be given an interview. After June 1, 2009, all applications must be submitted using the district's online application process. The district will provide opportunities for staff training in the online application process prior to June 1, 2009.

7.05 SELECTION PROCESS

In selecting an employee for a vacant position, the Board shall use the following procedure:

- A. The vacant position shall be offered first to employees currently in that classification, if he/she is the best qualified for the vacancy as determined by the Superintendent.

- B. If the vacant position is not filled by an employee within the classification, it shall be offered to the best qualified applicant, if any, from another department, with the qualifications determined by the Superintendent.
- C. In making such determinations, the Superintendent or Designee will not act in an arbitrary, capricious or discriminatory manner.
- D. The District interview protocol shall be followed.

7.06 SERVICE TIME

An employee's time in service shall be considered when a new position opens. Assuming the employee has the qualifications for the position in question, and all other things being equal, the employee with the longer service will get the job.

7.07 PROBATIONARY PERIOD

When a current employee is selected for a posted vacancy, a sixty calendar day probationary period for the new job will be created. Upon completion of or prior to the sixtieth (60th) day, the employee may be returned to his former position by the Superintendent due to unsatisfactory job performance. This provision will not apply to transfers within a classification unless a pay differential is involved.

7.08 TEMPORARY VACANCIES

When an employee occupying a "head" position is off work and the Board expects that absence to continue for more than 30 working days and the Board determines to fill the vacancy, the vacancy shall be filled by the assistant head in that building.

With the exception of food service, when an employee is off work or the Board becomes aware that an employee would be off work for thirty (30) or more calendar days, the Board will post only that initial and one subsequent vacancy for a period of three (3) working days. Employees within the classification may bid on such vacancy(s) prior to the Board's securing a substitute. When the absent employee returns to work, all employees involved in the temporary assignment(s) will return to their permanent assignment(s).

ARTICLE 8

WORK TIME AND WORK YEAR

8.01 WORK YEAR

- A. All employees shall work their same regular scheduled workday/shift throughout all calendar months of their employment. However, custodians/Maintenance shall be reassigned to the "day shift" during student break periods of one (1) week or more effective with the first non-student day and for the duration of the break period, subject to the exceptions outlined below:

1. Elementary Schools – during all student break periods of one week or more, effective with the first non-student day and for the duration of that period, all custodians will report to the regular day shift. However, the principal and custodians may agree to come forward to day shift on days during the school year where students are not in attendance.
2. Commodore/ Administration Building – one (1) custodian’s assigned shift will be determined by the Executive Director of Human Resources & Operations and shall be no less than 4 hours per day.
3. A. Junior High– during student break periods of one week or more, three (3) custodians may be given the opportunity on a volunteer basis to work an evening shift from 3:00 PM to 11:00 PM. In the event there are no volunteers, two (2) custodians (assigned by building seniority but excluding head custodians shall be assigned an evening shift from 3:00 PM to 11:00 PM in order to cover evening events. A paid lunch break is included (evening custodians are not to leave the building).

B. High School- during all student break periods of one week or more, four (4) custodians will be given the opportunity on a volunteer basis to work on an evening shift from 3:00 PM to 11:00 PM. In the event there are no volunteers, two (2) custodians (assigned by building seniority but excluding head custodians) shall be assigned an evening shift from 3:00 PM to 11:00 PM. A paid lunch break is included (evening custodians are not to leave the building).
4. Summer break – Pursuant to the school calendar, summer hours start the day after the end of the teacher work year (excluding extended time) and end the day before teachers return for the start of the next year.

Any deviation from the above, one-time and or otherwise, can be enacted only by mutual consent of OAPSE and Administration.

- B. Extended time beyond the regular work year for an employee in his/her classification and which consist of duties normally performed by the employee(s) shall be offered first to the current employee(s) in that classification at his/her regular hourly rate of pay prior to offering such time to employees from another classification.
- C. Day custodians, maintenance workers and night custodians are prohibited from combining either of their fifteen minute break periods with their lunch break and/or skipping their daily breaks in order to end the day early. If at all possible, breaks are to be divided by having one in the middle of the first half of the workday, and one in the middle of the last half of the workday. Mid-day/Night custodians are not to leave the building during their work shift unless approved by the Maintenance Supervisor or designee. See Appendix I for custodial absence procedures.
- D. One custodian shall be hired to work at the High School and one custodian shall be hired to work at the Junior High School, Tuesday through Saturday. The hours

for these custodial positions shall be 3 p.m. to 11 p.m. Tuesday through Friday and 7:30 a.m. to 3:30 p.m. Saturday. The two positions will qualify for overtime on Sundays and before or after their scheduled shift on Saturdays. If an absence occurs within this classification, the District will utilize the process set forth in 8.04(F). Summer hours shall be in accordance with Article 8.01.

8.02 STARTING TIMES

Subject to Section 8.01, employees' starting times shall not be adjusted for the purpose of defeating overtime.

8.03 WORK DAYS IN EXCESS OF 260

When in a particular year the work year for full time employees would be 261 days, the day off shall be the day before or day after the 4th of July holiday, provided that there will be no impact on employees who are on vacation over such period, as the "off day" will, at the employee's option, either proceed or follow the vacation period.

8.04 OVERTIME

- A. Overtime is to be paid at one and one-half times the employee's normal rate except on Sundays and holidays, when the rate goes to double time. Alarm calls shall be paid for actual time worked in increments of one (1) hour. If an employee is in paid status for more than forty hours in one calendar week (Sunday through Saturday), compensation for the hours in excess of forty qualify as overtime. If a paid holiday occurs during that week, the number of hours which would have been worked on that day are included in the calculation of the original forty hours.
- B. If an employee works seven (7) or more minutes, this will be considered 1/4-hour for payroll purposes. Six (6) minutes or less will not be considered for payroll.
- C. All overtime must be approved in advance by the Superintendent of Schools or a designee.
- D. In order to qualify for overtime pay an employee must work or be in paid status for either the scheduled day before or the next scheduled day after the day for which the overtime pay is claimed.
- E. Exceptions:
 - 1. All classified employees will receive 1-1/2 times their hourly pay when working on Saturday regardless of the number of hours worked during that week. (Field trip rate as appropriate.) Sunday work will be paid double time.
 - 2. Cafeteria workers will receive 1-1/2 times their hourly pay to work for other than school sponsored events regardless of the number of hours worked during that week.
- F. Extra time/overtime will be offered to employees within their classification on a rotation basis by classification seniority utilizing the following procedures:

1. within the Building
2. employees from other buildings from the district master list
3. Substitutes
4. Other qualified employees by system seniority

Head custodians will be responsible for calling employees to fill overtime in their buildings in situations #1 above. If an employee denies overtime in #2 above three times in one year (July 1-June 30), their name will be removed from the master list.

Employees absent from work and using a sick leave day, a personal leave day, a vacation leave day, or a day without pay are not eligible for daily overtime until they return to work, except in emergency situations as determined by the Executive Director of Human Resources & Operations.

G. Food Service Overtime/Extra Time

Special Function

1. The food service supervisor shall be responsible for determining which special functions are to be rotated.
2. Employees will rotate on a function by function basis by building seniority.
3. At the beginning of each school year the employee with the most building seniority and with SNA (School Nutrition Association) certification will start the rotation.
4. All eligible employees shall be placed on a list for special functions.
5. The food service supervisor will provide the cafeteria manager a list of employees qualified to be on the rotation list.
6. In the event all employees refuse the special function extra time the food service supervisor will contact other qualified employees from other buildings according to classification, seniority to work the event.

Extra Time Due to Absence Or On An As Needed Basis

1. At the beginning of each year the rotation of extra time shall be done by building seniority.
2. The Cafeteria Manager's position shall not be rotated. The absence will be filled by the Assistant Manager. If the Assistant Manager is unable to do so, the position will be offered to the most senior employee with SNA certification.
3. The Assistant Manager's job will be filled by the first person on the rotation list having taken Serv Safe (or the equivalent).
4. The length of time shall coincide with the length of the absence up to four (4) weeks.

8.05 COMPENSATORY TIME

- A. In lieu of pay, employees working more than their assigned hours in a work week may request compensatory time. Requests for compensatory time may be split

between paid overtime and compensatory time until the employee has accumulated forty (40) hours of compensatory time. All times must be approved in advance and be reported to the Central Office.

- B. Employees will only be allowed to accumulate up to forty (40) hours of compensatory time per school year. Compensatory time off may be taken only by mutual agreement between the employee and the principal or supervisor. For an employee to request time off, the following conditions must be met:
 - 1. Compensatory time off may only be taken in 1/2-day or full day segments.
 - 2. Compensatory time off may not be used to extend a holiday.
 - 3. Only one employee per shift per classification will be considered for compensatory time off at any one time.
- C. If compensatory time off is not used by July 1, the employee will be paid for the accumulated unused time.
- D. During a school year, an employee who used compensatory time may rebuild his/her compensatory time allotment back to forty (40)-hours.

8.06 MINIMUM CALL-IN TIME

All classified employees will receive a minimum of one hour pay when they are called at home to come to work by their immediate supervisor at other than their normal working hours.

8.07 HEAD POSITIONS

Those employees holding “head” positions e.g., head custodian, head of maintenance and grounds, head mechanic, cafeteria manager, are responsible for directing the employees assigned to them and who report in the first instance to their head. Employees in such “head” positions will be evaluated both on their own performance of work activities and on their success in directing the employees assigned to them. Administrators who are responsible for evaluations may consult with the head in preparing employee evaluations. Head must advise the responsible administrator (s) if the work she/her directs to others to perform is not completed properly or if his/her directions are not being followed. The supervising administrator may conduct a performance review conference with both the affected employee and head in attendance and participating. Within the first full calendar month of the school year, supervisors will meet with each employee group and head of that group to explain these procedures.

8.08 ACTING HEAD POSITIONS

Any employee who is requested to and does perform work that normally is performed by an employee holding a “head” position, e.g., head custodian, head of maintenance and grounds, head mechanic, cafeteria manager, shall receive the pay rate normally paid the employee holding the “head” position beginning with the fourth (4th) consecutive day in the head position

8.09 ADMINISTRATION OF MEDICATION

Monitors may be required to administer medications as a part of their regularly assigned duties.

8.10 ABSENCE WITHOUT PAY

Classified employees will be allowed to be absent from work without pay during their regular work hours: (1) only if all available (vacation) has been exhausted; (2) only if a substitute is available and (3) if the employee has prior approval by the immediate supervisor and the Superintendent or designee.

Employees who are absent without pay for six (6) or more consecutive days under this policy will have deducted a prorated portion of their medical insurance coverage for each of the days off as specified in the contract. This deduction will be made on the next payroll date.

8.11 SCHOOL DELAYS AND CANCELLATIONS

A. On days when school is delayed due to inclement weather, all classified members must report to work at the reporting time that coincides with the adjusted school day. Non-head day custodians and head custodians will report to work for their normal work day. Food service workers shall report according to their building schedule. For scheduled delays, all employees shall report for their normal work day.

A special phone fan out will be created for those bus drivers who are required to report by 6 AM. In the event the initial decision to cancel or delay school occurs after 5:45 AM, the phone fan out will be utilized to notify those drivers immediately.

B. On days when school is delayed and subsequently cancelled due to inclement weather, classified employees will be sent home as soon as possible with the exceptions of bus mechanics, maintenance employees, non-head day custodians, and head custodians who may be required to continue working with compensation pursuant to "C," below. With the permission of the Superintendent or his/her designee, immediate supervisors have the authority to ask classified employees to continue to work on those days.

C. On days when school is cancelled due to inclement weather prior to the regular starting time of the employee, classified employees will not report for work with the exception of bus mechanics, maintenance employees, and head custodians who may be required by their supervisors to report. Those employees that are required by their supervisor to report to work shall receive as their total compensation for the hours of such service during her/his regular shift, two times his/her regular salary. Any other employee who is asked to work on calamity days shall receive as his/her total compensation for the hours of such service during his/her regular shift, two times her/his regular salary.

Cafeteria managers will be paid at double time up to a maximum of one (1) hour without supervisor approval for work performed after a calamity day is declared. Additional time requires supervisor's approval.

- D. If during any school year, school has been cancelled more days than allowed by Ohio Department of Education, additional school days will be added to the approved calendar. Classified employees will not be paid extra for the days which have to be made up according to the Ohio Department of Education
- E. Any decision to delay or cancel school will be made by the Superintendent or his/her designee. When the decision has been reached, the Superintendent or his/her designee will notify the building principal.

8.12 SUMMER/BREAK WORK

Summer/break work positions will be posted by May 15 of each year in a generic fashion, i.e., "summer work available," and filled as early as possible. Employees who are interested will be required to notify the contact person within five (5) working days of posting. Eligible employees, if qualified, will be offered the opportunity for such work prior to hiring a substitute. A letter of intent will be issued and signed by each employee who accepts the summer/break work. Employees will be compensated in accordance with Class 6, Maintenance/Grounds Specialist level I Step-Zero. The employee may rescind her/his letter of intent in order to return to his/her permanent classification by providing at least five (5) work days written notice to the Executive Director of Human Resources & Operations or designee.

8.13 SNOW REMOVAL

Snow removal work positions will be posted in the fall of each year. Bargaining unit employees who are interested will be required to notify the contact person within 5 days of the posting.

Employees who work on a snow removal crew at times other than their regular work hours will be paid at step zero, Maintenance/Grounds Specialist level I. However, employees in the maintenance and mechanic classifications shall be paid at their regular rates during snow removal work. The Board will continue its practice of using bargaining unit employees prior to calling in subs.

8.14 SEASONAL WORK

When seasonal work during the school year is required, interested employees may submit a letter of interest to the Executive Director of Human Resources & Operations. To be eligible the applicants must:

- be qualified to operate any equipment required to perform the duties,
- understand that the assignments are "on call,"
- be scheduled in efficient periods of time with such schedules subject to change due to weather and equipment availability, and

- not accept such work if the seasonal work will result in overtime eligibility, i.e., will cause the person to work more than 40 hours in a work week.

Such employees will be called for such work on an as-needed basis. Where scheduling to complete the necessary work in efficient and effective periods of time or where other employees are not available to complete the necessary work, the Board may assign the work to one or more substitute employees. Upon request, the union president may receive a list of employees that have expressed an interest in seasonal work, along with their availability.

8.15 ALARM CALLS

Alarm calls shall be routed to the head custodian or assistant head custodian. The head custodian will coordinate a list of voluntary responders to report to the building in the event of an alarm. Alarm calls shall be paid for actual time worked in increments of one (1) hour. If an employee is in paid status for more than forty hours in one calendar week (Sunday through Saturday), compensation for the hours in excess of forty qualify as overtime.

The head and assistant head custodians at the Junior High and High School buildings and the head custodians at each elementary building shall be provided a \$20.00 per month stipend for their use of their personal cell phones for business purposes. The head and assistant head custodian must provide a copy of their cell phone bill in order to qualify. The head and assistant head custodian must comply with any public records request. The head and assistant custodian must publish their number for purpose of alarm calls and respond to calls during regular working hours unless otherwise stated in the contract.

ARTICLE 9

TRANSPORTATION

9.01 DEFINITIONS

- A. A bus route involves a regularly assigned period of work for a driver.
- B. There are three basic segments that make up a route: AM, PM, and mid-day.
- C. The transportation supervisor will establish routes.
- D. Bus drivers will update and maintain their routes as needed with the approval of the Transportation Supervisor.

9.02 HOURS

- A. There shall be a guaranteed number of hours for all full-time regular drivers. The AM/PM segment shall be guaranteed a minimum of four (4) hours. The AM segment shall be a minimum of two (2) hours. The PM segment shall be a

minimum of two (2) hours. The mid-day segment is guaranteed a minimum of two (2) hours. The mid-day segment is further discussed in section 9.04.

Each driver will be required to perform a fifteen (15) minute pre-trip inspection at the start of each day prior to the bus leaving storage.

The pre-trip inspection is considered part of the driver's two (2) hour minimum for the AM segment.

Drivers are responsible to sweep the interior of his/her bus daily.

All buses shall be kept clean on the inside; windows must be kept clean on the inside and outside at all times pursuant to Ohio Administrative Code section 3301-83-26.

- B. If a driver's combination of AM, PM and mid-day segment exceeds eight (8) scheduled hours, the parties shall meet to discuss and attempt to modify the schedule to keep the scheduled hours per day at or under eight (8).
- C. Drivers work the student calendar year as adopted by the Perrysburg Board of Education with adjustments for conference and teacher workdays.
- D. Drivers reporting to work early at the request of the Transportation Supervisor shall be paid their regular rate beginning with the revised starting time and continuing through their regularly scheduled work day.
- E. A bus driver or the Transportation Supervisor may request a time study to be done if the driver is unable to complete his/her route or one of its segments within the designated time. The study shall be done by the Transportation Supervisor in cooperation with the Union Steward. Routes may be adjusted accordingly and wages paid retroactively to the date the time study was requested.
- F. Any directives which are of a permanent nature regarding students and/or schedule changes shall be given to the driver in writing, with documentation. Route sheets shall be maintained by the driver and Transportation Supervisor.

9.03 ANNUAL ROUTE BIDDING

- A. All transportation department employees shall receive, prior to the last student school day, a notice indicating the date, time and place for the annual route bid.
- B. Complete routes containing the bus number, the schools served, AM/PM check-in time, the AM and PM start time, the approximate AM and PM return times, and the total number of hours shall be posted in the transportation department for review by all drivers no later than three (3) workdays prior to the annual bid date. Only drivers who have completed the training program under Section 9.16 below and have been certified by the Board as a Special Student Vehicle Operator may bid on pre-school, special education or alternative school routes. It is expressly understood that routes and assigned buses may change after the bidding has been

completed due to an increase or decrease of students or change in student residential location, with documentation.

- C. The annual route bidding shall commence at 8:00 AM at the designated building where the routes for bid can be viewed by all regular drivers.
- D. For bid eligibility a driver must have passed her/his annual physical prior to the routes being posted as indicated in “b” of this section during each year of this Agreement.
- E. A driver may elect to retain his/her AM/PM segment for the following school year if the route has not been significantly restructured; for purposes of this provision an AM/PM segment will be deemed significantly restructured if its duration increases or decreases by more than thirty (30) minutes from the previous year’s time. To retain one’s route, notice of such election to the Transportation Supervisor must be made by 12:00 PM on the workday immediately preceding the annual bid. A retained route will not be available for bid during the annual route bidding process. A retained route is the AM/PM route the driver permanently held on the last school day of each year.

At any time following the annual route bid, a route increased or decreased 30 minutes or more will be posted pursuant to section 9.06, vacancies.

- F. Drivers will bid in order of his/her job classification seniority and be allowed no more than ten (10) minutes to exercise his/her selection. If a driver does not make his/her selection in the allotted time, he/she shall then be allowed to bid on the remaining routes after all the drivers have had an initial opportunity to bid.
- G. A driver who cannot be present may cause his/her bid to be exercised by the local president or the president’s designee. All proxies must be in writing, dated and signed by the driver. An eligible driver who is absent during the bidding process shall be assigned to a route by the union and shall not have the right to redress action in the bidding process against the union or board.
- H. The local president and/or his/her designee(s) and the OAPSE representative are invited to meet during the summer with transportation department representatives to review the route development progress and to make suggestions, which may assist in making route identification more efficient.
- I. A bus, which is assigned, to a route at the beginning of the school year, will be maintained on that route unless changed by the Supervisor of Transportation with supporting documentation.

9.04 MID-DAY SEGMENT

- A. A mid-day segment includes all regularly scheduled runs between the end of the AM and the commencement of the PM segment.
- B. All mid-day segments shall be bid on a seniority basis separately from the AM/PM segments.

- C. All mid day segments shall be guaranteed a minimum of 2 hours a day Monday-Friday. Drivers shall be compensated at his/her regular hourly rate.
- D. Preschool routes shall be Monday through Thursday or as posted.

9.05 SHUTTLES

A shuttle is a run that regularly transports students from a school to another school or destination. A shuttle shall be guaranteed a minimum of 15 minutes unless a portion is incorporated into the drivers two (2) hour minimum for the AM and/or PM segment. Drivers will be compensated at their hourly rate for shuttles. A driver cannot have more than one (1) shuttle. Each shuttle request will be submitted to the Transportation Supervisor. He/She will complete a shuttle route and include the approximate time of that shuttle. The shuttle routes will be posted at annual route bidding in accordance with 9.03 and will be awarded to the most senior driver who applies for the shuttle. Drivers who apply for a special needs shuttle must be a board trained "Special Vehicle Operator" as outlined in 9.16. When a driver with a shuttle is absent, the vacancy shall be filled from a list of drivers without a shuttle on a rotational basis by seniority.

9.06 VACANCIES

- A. Permanent

A permanent vacancy occurs when an employee is no longer employed by the Board of Education. If the Board of Education determines to fill the vacancy it shall be posted on the Transportation Bulletin Board for three (3) workdays. All subsequent postings shall be for three (3) workdays. Following the completion of bidding by drivers, pursuant to this section, the existing vacancy shall be posted in accordance with Article 7, Job Openings, of this agreement.

- B. Temporary

When a driver holding a regular AM/PM route is absent, his/her route shall be filled by a substitute driver.

- C. Mid-Day

When a driver holding a mid-day segment is absent, his/her segment shall be filled by a rotation list of drivers who do not hold mid-day segments. The assigned driver will remain on the mid-day segment for no more than ten (10) consecutive calendar days. Thereafter, the mid-day vacancy shall be offered, in seniority order, starting with the most senior driver who does not have a mid-day segment. It is understood if the Board becomes aware during the ten (10) day period that the employee will be absent for an extended period of time (more than ten (10) calendar days) the vacancy shall be offered on the next workday, to the most senior eligible driver not currently holding a mid-day segment.

9.07 TRIPS

A. Trips involve the transportation of students other than on an AM/PM segment, mid-day segment, or shuttle.

B. Assignment of Trips

1. Upon submission to the transportation department, the Transportation Supervisor or his/her designee will date stamp each trip.
2. On Tuesday of each week no later than 12:00 noon, the union steward will receive from the secretary all trips for the following week (Sunday thru Saturday). The union steward will categorize and number all trips and post for review with the understanding that drivers may only bid on eligible trips.

Eligible trips are those that do not interfere with a driver's segment with the exception of those identified in 9.07 (G).

3. The union steward will conduct the bidding for eligible trips including non-public day-to-day vacant trips every Wednesday at 9:00 a.m. or after all drivers have returned to the bus garage following their AM segment.

Wherever bidding stops will mark the start of the next Wednesday's bid.

4. Eligible trips not bid on Wednesday will be returned to the Transportation secretary and then posted as an emergency trip by the union steward.
5. A driver unable to make the Wednesday bid meeting due to school business (field trip, student conference, or other approved meeting with the school office, etc.) will notify the union steward in writing as to the reason for being unable to attend the bid meeting. In that instance the driver may submit an Absentee Bid Form with his/her choices in order of preference. Drivers off on sick leave or on a leave of any kind will not be allowed to bid.
6. The union steward will assign drivers and submit completed paperwork to the Transportation secretary following the bid meeting. Paperwork will include trip numbering, logging, posting distribution, and bus assignment (per supervisor).
7. The acceptance or non-acceptance of trips shall be recorded on the appropriate chart.
8. The union agrees that no grievance can be filed pertaining to field trip assignments by any bargaining unit member directly or indirectly involved or affected by the trip bidding procedure.
9. Drivers will be guaranteed a minimum of two (2) hours for each field trip.

10. A. Trips that are rescheduled, cancelled, or time of the trip has been changed – the trip will remain with the assigned driver as long as there is not a conflict with the driver’s regular route time. If the assigned driver chooses not to keep the trip it will be posted as an emergency trip and assigned by seniority according to the emergency rotation chart.
- B. Trips that have been cancelled after being assigned to drivers will be first bid to these drivers for replacement trips before the regular bidding begins the next week.
- C. “To be announced” trips, after being assigned and the driver has a conflict with the regular route time, or the “to be announced” trip has been cancelled, the driver will bid on a replacement trip, before the regular bidding begins the next week.
- D. The drivers bidding for a replacement trip whether it is a cancelled or a “to be announced” trip, will bid together by seniority. They will bid on the rotation sheet that applies to the trip that they lost (AM, PM , Saturday and Sunday).
- E. The transportation secretary will report all drivers’ names that are to bid on a replacement trip to the union steward.
- F. If a trip is cancelled and a driver has already arrived at the pick up point for the trip, they will receive two (2) hours pay at the rate scheduled for the day of the trip.
- G. Buses and drivers must remain within 15 minutes of the event and provide a cell phone number to the coach or teacher in charge in case the bus/driver is needed. Buses are to remain on the site of the event when at all possible. Under no circumstances are the buses to be used for non-trip related issues unless approved in advance by the Transportation Supervisor.

Trip Categories

Trips will be assigned to one of the following categories listed below based on departure time. Drivers will be allowed to bid on all eligible trips in each category by seniority on a rotational basis by selection:

1. AM Category
2. PM Category
3. Saturday Category
4. Sunday and Holiday Category
5. Special Vehicle

1. AM Category

Trips scheduled to depart following the AM segment but completed before the start of the PM segment. Driver will not be permitted to accept trips that interfere with any part of his/her regular route.

2. PM Category

Trips scheduled to depart after the completion of the drivers PM segment or on another weekday (M – F) when school is not in session. Drivers will not be permitted to accept trips that interfere with any part of his/her regular route.

3. Saturday Category

Trips scheduled to depart on Saturday.

4. Sunday/Holiday Category

Trips scheduled to depart on a Sunday or Holiday.

5. Special Vehicle

A trip requiring a special student vehicle operator will be placed in the appropriate category and bid by a qualified driver by seniority on a rotational basis by selection.

D. Emergency Chart(s)

A trip returned by the driver after acceptance or a trip submitted to the transportation office after the initial posting date will be offered to eligible drivers on a rotational basis utilizing the appropriate emergency trip chart. When more than one emergency trip is submitted for the same emergency category at the same time, the driver, by seniority may select which trip he/she will take from the available trips. If a driver accepts a trip on an emergency chart, he/she shall not lose his/ her turn on the appropriate rotational chart; otherwise it shall be filled by the Transportation Supervisor.

An emergency trip must be posted for a minimum of two (2) consecutive segments (AM & PM; PM & AM) in order to be filled from the appropriate chart, otherwise it shall be filled by the Transportation Supervisor.

E. Returning of Assigned Trips

It is understood that if a driver returns an assigned trip he/she shall do so as soon as possible in order for the Transportation Supervisor to obtain a replacement driver. Drivers who repeatedly accept trips and then return them may be subject to removal from any or all rotational charts for the balance of the semester or school year.

- F. **Absent the Day Before A Saturday, Sunday or Holiday Trip**
Drivers who are absent all or any portion of a Friday must notify the Transportation Supervisor prior to 10:00 a.m. of his/her intent to drive his/her scheduled Saturday, Sunday, and/or Holiday trip. Failure to notify the Transportation Supervisor by 10:00 a.m. will result in the trip being reassigned.
- G. **Overlap Route Pay**
Drivers may bid a trip if such trip would leave prior to his/her AM or PM ending time so long as the driving time of the segment has been completed. Drivers will receive his/her regular hourly rate during their guarantee period and then be compensated at the field trip rate for all additional hours of the trip.
- H. **Vans**
As it pertains to the use of school activity vans, the Board agrees in principle not to reduce the number of buses used for trips. Vans shall not be used to transport a group of 15 or more to the same event.

9.08 SUMMER ROUTES AND TRIPS

Summer routes and trips begin on the first day after the last day of student's school year and ends on the day before the first student school day of the next year. Summer routes are paid at the driver's hourly rate of pay. Summer trips are paid at the field trip rate.

The Transportation Supervisor will post a sign-up sheet for five (5) consecutive work days on or about May 15th of each year in the transportation department for those drivers interested in a summer route or trip(s).

All summer trips received prior to the last student school day will be bid on or about 9:00 A.M. or after all drivers have returned to the bus garage following their AM segment on the last student school day.

Rotational charts will be established and trips awarded using the same procedures as outlined in 9.07 above. A temporary vacancy will be filled by utilizing the summer rotational chart. Excessive absences may result in removal from the regular summer route and/or trip rotational chart.

9.09 BUS DRIVER TRAINERS

- A. Bus Driver Trainers will be selected by the Supervisor of Transportation and Certified by the State Department of Education.
- B. The Supervisor of Transportation shall make every effort to equalize the training hours of the certified trainers.

9.10 SAFETY CONCERNS

The employer will make reasonable effort to: (1) keep drivers aware of severe student medical problems; (2) changes in student riders; (3) changes in bus stops.

9.11 BUS MAINTENANCE RESPONSIBILITY

Drivers will keep a daily written record of their pre-trip inspections of the bus on the forms provided. These forms will be turned in monthly to the transportation office, reviewed by the transportation supervisor and filed. Any mechanical problems are to be reported via the district's online maintenance program as soon as possible.

9.12 BUS CONDUCT REPORTS

Drivers are to follow the proper procedures when dealing with discipline situations on the bus. When a student is a problem, the drivers must fill out a conduct report form, indicating the violations and describing all actions in a positive manner. All forms must be filled out and turned in immediately after the route on which the incident occurred. The driver must sign the form and give it to the Transportation Supervisor. The form will be sent to the school principal who will contact the student as soon as possible. The form will be returned to the transportation office as soon as possible after the incident. The forms will be on file with the transportation office.

9.13 ASSIGNMENT AND CARE OF THE BUS ON TRIPS

The Transportation Supervisor will assign all buses to be used on trips. A driver may request the use of his/her own bus and may do so with the Transportation Supervisor's approval. The driver is responsible to secure the bus while on layovers on the trip. The driver is to check the bus frequently and will be responsible for the bus as school property. The driver is not responsible for any passenger's personal property while on the trip. The driver is required to use the form provided for pre-trip inspections when using a bus on a trip. The driver shall be permitted to leave for lunch and to use the restrooms after making contact with the coach, teacher, or other Board appointed individual in charge. Drivers are responsible for being back on the scene by the time designated by the coach, teacher, or other Board appointed official, following the guidelines outlined in 9.07 #10, G, above.

9.14 MISCELLANEOUS

- A. When a mechanical breakdown or inclement weather as determined by the Transportation Supervisor results in the driver working beyond his/her Regular paid time, the driver will be paid at the regular rate based on fifteen (15) minute increments. Seven (7) minutes or more equals one increment.
- B. A driver reporting his/her absence must do so prior to 5:30 A.M. on the day of his/her absence and at least one (1) hour in advance of a mid-day run and two (2) hours prior to a PM run except in emergency situations.
- C. When school is delayed or cancelled, drivers will be contacted using the district's automated alert system. Drivers are responsible for updating their contact information with the district.
- D. When a driver is required to wash the outside of his/her bus during the school year at a time other than his/her guaranteed time period, the driver will be compensated up to one (1) hour at his/her regular rate. If a driver is required to

initiate the washing of his/her bus during the non driving time of their guaranteed period during the school year, the driver will complete the washing of the bus and be paid the balance of time up to one (1) hour at his regular hourly rate of pay if approved in advance.

9.15 DRESS CODE

The dress code shall be applied consistently, provided drivers are required as a condition of employment and weather permitting to wear the bus driver uniform while in performance of their job duties. Driver uniforms are provided pursuant to Article 10.01.

9.16 SPECIAL VEHICLE OPERATOR TRAINING

Subject to budget restraints, in-service training for bus operators to become a Board Trained Special Student Vehicle Operator shall be offered annually. Drivers will be paid the regular hourly rate of pay for attendance at any in-service that occurs during a time a driver would not regularly be paid. A joint committee of an equal number of bus drivers appointed by the President of Local 242 and administrator/ supervisors appointed by the Superintendent shall develop this in-service program and determine the criteria which must be met to become a Board Trained Special Student Vehicle Operator. Only drivers who have taken and successfully completed the Special Student Vehicle Operator program may bid on pre-school, alternative school, or special education routes.

9.17 DRIVER REIMBURSEMENTS

- A. Abstract of driving record
License (CDL) renewal
Criminal record check
Re-certification - including all costs related to re-certification with pay at the driver's regular hourly rate for all time spent in attending related classes.

The Board will pay the cost of training and testing as mandated by the Ohio Pupil Transportation Operation and Safety Rules for School Bus Drivers and Mechanics. If a current driver fails the test to be licensed (CDL) said driver shall be placed on a 90 day unpaid leave of absence.

- B. Annual physical examinations sponsored by the Board of Education shall be paid by the Board. The physician shall be designated by the Executive Director of Human Resources & Operations.

9.18 EMPLOYEE ALCOHOL AND CONTROLLED SUBSTANCE TESTING

A bus driver who is required to be tested under this provision shall be paid a minimum of one (1) hour at his/her regular hourly rate. Perrysburg School employees required to obtain a Commercial Drivers License (CDL) for performance of their duties will be required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations as specified in the district policy on file in the transportation office.

9.19 MECHANIC TOOL ALLOWANCE

The Board will purchase all major tools as approved by the Executive Director of Human Resources & Operations. If a personal tool of a mechanic used for Board employment is broken, the mechanic may request reimbursement from the Executive Director of Human Resources & Operations to replace the tool if replacement is not covered by warranty.

ARTICLE 10

UNIFORM ALLOWANCE

10.01 UNIFORM ALLOWANCE

Custodians, bus drivers, maintenance workers, food service workers, and playground, outdoor and cafeteria monitors will receive a uniform allowance with the 2nd pay in September. This amount will be added to the regular payroll check amount and is subject to applicable payroll taxes. The allowance shall be as follows:

	<u>Twelve month</u>	<u>All other employees</u>
<u>2013-2014</u>	<u>\$250</u>	<u>\$200</u>
<u>2014-2015</u>	<u>\$260</u>	<u>\$210</u>
<u>2015-2016</u>	<u>\$270</u>	<u>\$220</u>

For food service workers, cafeteria and playground monitors and transportation employees, the supervisor of each department will select uniform shirts for the employees. The cost for uniform shirts will be deducted from the employees’ uniform allowance. The bargaining unit members can provide input into the selection of uniform shirts in the Labor Management Committee meetings.

In the 2013-2014 school year only, the Board will reimburse maintenance, grounds and mechanic employees on the snow crew for the purchase of new Carhartt or equivalent overalls and jackets up to \$250.00. The employee must provide receipts for reimbursement to the treasurer’s office by November 30, 2013.

A separate shoe allowance of \$50 per year shall be provided to the head mechanic, mechanic’s assistant and maintenance employees; a receipt for purchase of the shoes must be provided before reimbursement will be made.

The custodial and maintenance uniforms will consist of a light blue collared shirt and dark blue slacks. Summer uniforms for custodial and maintenance personnel shall consist of mid-thigh or longer blue shorts (no denim) and light blue short-sleeved collared shirts (no sleeveless garments). These summer uniforms may be worn the day after the students are dismissed for the summer through the day prior to the first day for students in the fall.

All Board-issued or Board-paid for uniforms shall be worn at all times during Board employment. No exceptions will be made on dress down days except for spirit days. The only exception to this rule is “Spirit Days.” On Spirit Days all employees shall be

allowed to wear Perrysburg printed T-shirts with the exception of Food Service employees and District Maintenance/Grounds employees who must wear their uniforms for security and sanitation purposes. Food service, playground, outdoor and cafeteria monitors and bus driver apparel will be determined by the Executive Director of Human Resources & Operations. Employees receiving the uniform allowance or district provided uniforms are expected to wear the uniforms daily and keep them clean and in good repair.

10.02 UNIFORMS PROVIDED AND MAINTAINED

The Board will provide and maintain uniforms for bus mechanics.

ARTICLE 11

WORKING CONDITIONS

11.01 WORK RULES

No work rules, policies, or directives shall conflict with or violate any provision of this Agreement.

11.02 EVALUATIONS

Employees shall have a right to make written comments about their evaluation and have comments attached thereto. Employees will receive copies of all evaluations. All twelve-month employees shall be evaluated by June 10th of each school year. All other employees shall be evaluated not later than the employee's last scheduled work day in a school year. Prior notice of at least one (1) working day of the evaluation meeting will be given to the employee.

11.03 REASONABLE ACCOMMODATION

In order to provide a reasonable accommodation to a disabled employee in accordance with State and Federal law, the Board may transfer another employee following consultation with the Union.

11.04 PUBLIC EMPLOYEE RISK REDUCTION PROGRAM

As a condition of employment, employees are required to complete online district mandated safety training yearly. The district will provide opportunities for staff training in the online process prior to June 1, 2009.

A. Policies

The Board retains exclusive authority to adopt and implement policies and procedures acquired by ORC Chapter 4167, by the Division of Occupational Safety and health, by the Public Employment Risk reduction Advisory Commission, and/or any rules or regulations adopted under the authority of

Chapter 4167. The Board is entitled to or may adopt and implement such policies and procedures without any obligation to bargain with OAPSE.

B. Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither OAPSE nor a bargaining unit member may file a complaint with the Administrator of Workers Compensation (with the sole exception of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her , in which case the procedures in (C) shall be followed until the following procedure has been exhausted:

1. A bargaining unit member or OAPSE representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s) immediate supervisor within two (2) work days of the occurrence of the alleged violation.
2. If the immediate supervisor does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or OAPSE may appeal the complaint to the THP officer by filing a written appeal with the THP officer within one work day of the response of the immediate supervisor. If the immediate supervisor fails to respond by the deadline, then the bargaining unit member or OAPSE must file their appeal within one work day of that deadline. The THP officer shall meet with the complaining party in an attempt to resolve the alleged violation. Within not more than three (3) work days after the conference, the THP officer shall provide a written response to the alleged violation.

C. Board's Right to Reassign

Before exercising his/her right to refuse work under R.C. Section 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

D. Claims of Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in R.C. Chapter 4167 or any violation of this Article shall use the grievance procedure of this Agreement to assert such claim. The grievance procedure of this Agreement shall be the exclusive means for a bargaining unit member to assert such claim, to the exclusion of any other means of challenge. No employee shall be subject to discrimination as a result of reporting any condition regarding safety, health and sanitation.

ARTICLE 12

JOB SECURITY

12.01 LAYOFF/RECALL PROCEDURES

- A. Whenever it becomes necessary to layoff employees for financial reasons or other reasons as determined by the Perrysburg Board of Education, the following procedures will govern such layoffs.
- B. The Perrysburg Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. The Board shall determine in which classification(s) the layoffs shall occur. The Board will identify the specific position(s) along with the name(s) of the employee(s) holding the position(s).
- C. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.
- D. Prior to any Board action on layoffs, members in affected classifications will be offered in writing the opportunity for voluntary layoffs and must respond within five (5) work days. If there are no volunteers Board action will be taken.
- E. The identified employee(s) shall be laid off from her/his current position. An individual subject to layoff is entitled to bump a less senior employee with equal or lesser hours in her/his same job title in the same classification, or if none is available, a less senior employee in a lower-rated job in the affected employee's same job classification. Job titles and classification series are set forth under Article 1, Recognition. The employee must be qualified to perform the job duties on the day of the bump.
- F. When an employee can no longer exercise her/his classification seniority, she/he may use system seniority to displace a less senior employee in a previously held classification beginning with the classification most recently held, provided the employee retains the required qualifications.
- G. Each employee to be laid off shall be given two weeks advance written notice of layoff.
- H. Any openings that occur in a classification from which employees are laid off shall be offered first to persons on the layoff list provided that the job vacancy to be filled is in the same or lower job title than held by the employee prior to layoff. The order of recall shall be according to seniority in that classification. Any employee who declines reinstatement shall be removed from the reinstatement list. Recalled employees must report to work within ten days of notification unless an extension is granted by the Board. Employees must be qualified on the day of the recall.

- I. The employee shall remain on the recall list for a period of two years from the effective date of the layoff during this period. Such employees shall retain all previous accumulated seniority. An offer of reinstatement by the Board shall be made by certified mail. It is the responsibility of the employee to insure the correct address and phone number remain on the recall list.
- J. With respect to layoff and recall, the principle of seniority within the job classification shall be strictly followed. In layoff, the least senior employee(s) in the affected classification will ultimately be the individuals displaced, following bumping rights. With respect to recall, the most senior employee in the classification in which the layoff occurs will be offered recall first, provided that the vacancy is in the same or lower job title in the classification held by the employee prior to layoff.

ARTICLE 13

EMPLOYEE DISCIPLINE

13.01 PURPOSE

The purpose of a Progressive Discipline plan is to facilitate the discipline practices, contributing to employee morale by making everyone feel as if they are being treated fairly.

13.02 PROCEDURE

Employees may be demoted, suspended, or discharged from their job for just cause, including:

1. Incompetence
2. Inefficiency
3. Dishonesty
4. Under the influence of a controlled substance
5. Immoral conduct
6. Insubordination
7. Discourteous treatment of the public
8. Neglect of duty
9. Violation of work rules or Personnel Policies of Board of Education
10. Any other act of misfeasance, malfeasance or nonfeasance in his/her job.

13.03 CONFERENCE

Before imposing a demotion, suspension or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied by his/her union representative. The conference will be scheduled as promptly as possible. The Superintendent or designee may impose reasonable rules for the conference and the conduct of the

participants. If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may relieve the employee of duty with or without pay pending the conference to determine final disciplinary action.

13.04 PENALTIES

- A. The first instance of misconduct by an employee shall result in a private oral reprimand from his/her supervisor. Documentation of this oral reprimand will be placed in the employee's personnel file.
- B. Further misconduct shall result in a written reprimand. The written reprimand will be signed by both the employee and supervisor and placed in the employee's personnel file.
- C. Further misconduct shall result in suspension without pay or demotion, imposed by the Superintendent or designee. The Superintendent or designee may impose a demotion or suspension for up to thirty (30) days without pay. Documentation of such suspensions or demotions shall be placed in the employee's personnel file.
- D. Further misconduct thereafter shall result in discharge, using the above mentioned process as documentation of due process. The recommendation for discharge of an employee shall be considered and voted upon by the Board of Education.
- E. Certain serious infractions, such as but not limited to theft, use of controlled substances on the job or falsifying records may result in the procedure proceeding directly to step D.
- F. Employee signatures only indicate receipt of disciplinary notice, not that they agree or disagree.

ARTICLE 14

DRUG-FREE WORKPLACE

The Local and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Association and all students that the District be a drug and alcohol-free work place. The Association and Board wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

- 1. The Association further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
- 2. The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code. The term "illegal drug usage" or "illegal drug abuse" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug.

3. As needed, the Board will provide updated training on reasonable suspicion drug testing for administrators as chosen by the Superintendent. Four members appointed by the Local President shall be offered the opportunity to attend such training.
4. Employees may be tested for abusive illegal drug usage of drugs or alcohol where there are reasonable grounds to believe that the employee to be tested is abusing illegal drugs. Before an employee may be directed to reasonable grounds testing, a committee composed of at least two appropriately trained administrative personnel will consider the specific, objective facts which raise reasonable concerns regarding illegal drug abuse. The administrators will offer to meet with an appropriately trained Local member appointed by the Local President to review and discuss those facts and inferences. Such facts and inferences may be based upon, but are not limited to, any of the following:
 - (A) Observable phenomena, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol, such as but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, changes in affect, dynamic mood swings, etc.
 - (B) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance or alcohol abuse and does not appear to be attributable to other factors.
 - (C) The identification of an employee as a focus of a criminal investigation into unauthorized drug possession, use or trafficking.
 - (D) Repeated or flagrant violations of the Board's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance use or substance use that may violate the Board's drug free workplace policy and do not appear attributable to other factors.
4. Any member who may have caused or contributed to an on-the-job accident, as defined below, shall submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of the Board's business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting the Board's business, or within the scope of employment, and which results in any of the following:
 - (A) A fatality of anyone involved in the accident.
 - (B) Bodily injury requiring off-site medical attention away from the employer's place of employment.
 - (C) Vehicular damage in apparent excess of \$2500, or

(D) Non-vehicular damage in apparent excess of \$2500.

5. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing shall be disciplined up to and including discharge.
6. Testing shall be conducted at a laboratory that meets “Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register.”

(A) Guidelines and Additional Requirements -- Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services’ “Mandatory Guidelines for Federal Workplace Drug Testing Programs,” as set forth in the Federal Register and at Board expense. In addition to the “Guidelines,” urine samples will be separated into two containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2. All alcohol testing will, as a minimum, include the use of: evidential-grade breath alcohol analysis devices.” Moreover, where a confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section E., 2.

(B) Testing Positive

1. In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
 2. An employee testing “positive” will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.
7. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures will be encouraged to accept a referral to such a Program.

ARTICLE 15

PERSONNEL RECORDS

15.01 CONTENTS

All personnel records will be filed in the Personnel Office on a current basis. These personnel records may include: a) application for employment, including references; b) copy of latest contract, properly signed; c) copy of latest salary notice; d) personal and professional data form; e) record of military service; f) record of tuberculosis test or X-ray; g) other documentation which can legally be retained in one's file.

15.02 CONFIDENTIALITY

Personnel records shall be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative use, but they are accessible to the individual employee involved. Personnel records are subject to public records laws. Any request to view an employee's personnel file will be shared with the employee in advance. The employee has the right to be present while the file is being viewed.

15.03 REVIEW

Upon request, an employee shall be permitted to review his/her personnel file during the regular business hours of the administrative offices. Pre-employment materials, such as reference letters are not available for review. For each request over five (5) in any given day, the time sequence will be delayed at the rate of two (2) days per five (5) requests. The Superintendent shall set up an appointment within (2) days. At the direction of the Superintendent, information gathered prior to employment of the employee shall be removed from the file. The review of the file shall be in the presence of the Superintendent or his designated representative. No material shall be removed from said file by the employee without the written authorization of the Superintendent. Upon request, copies of any material contained in the file shall be provided said employee upon payment of the reasonable cost of reproducing such copies.

15.04 USE OF RECORDS AFTER THREE (3) YEARS

Except for safety violations, legal violations, misconduct involving student well-being, suspensions and performance review, all records of all warnings, written reprimands, or unfavorable statements will not be used against the employee after three (3) years from the date of issuance. An employee who has been subject to discipline may submit a written response which shall be attached to the disciplinary statement.

15.05 GRIEVANCES

Official grievances filed by any employee under the grievance procedures as outlined in the Agreement shall not be placed in the personnel file of the employee. Such grievance(s) may become a part of another file housed in the Office of the Superintendent. The same procedure applies to these files as specified in 15.03 above.

15.06 MATERIAL ADDED TO FILE

A classified staff member shall be notified of the intent of the administration to place in the personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the classified staff member and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. The classified staff member shall acknowledge that the employee has read the material by affixing the employee's signature to the copy to be filed. The material to be filed will provide the following two (2) designations for the employee's signature: a) I acknowledge and agree and b) I acknowledge and disagree.

The classified staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the immediate supervisor who shall sign the reply, acknowledging that the supervisor has read the reply. Such signature shall not indicate agreement by the supervisor with the content of the reply.

ARTICLE 16

HOLIDAYS

16.01 HOLIDAYS FOR ALL EMPLOYEES

The days listed below are paid holidays for which all classified employees will receive their regular salary or pay according to O.R.C. 3319.087:

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

16.02 ADDITIONAL HOLIDAYS FOR TWELVE (12) MONTH EMPLOYEES

The days listed below are additional paid holidays to those above dates which all twelve (12) month (260 and 248 day) classified employees will receive their regular salary or pay according to O.R.C. 3319.087: Independence Day.

New Years Eve Day and Good Friday are holidays for 260 day employees only.

16.03 ELIGIBILITY

In order to qualify for holiday pay an employee must work both the day before and the day after the holiday. In other words, the employee must be at work or in paid status on both such days in order to qualify for holiday pay

16.04 WORKING ON A HOLIDAY

If an employee works the holiday in question they shall receive 2 times their regular hourly pay for all hours worked during the holiday period. This shall be in addition to holiday pay provided the employee qualifies for holiday pay.

ARTICLE 17

VACATION

17.01 ELIGIBILITY

Twelve (12) month classified employees will be granted vacations as follows for the completed years of service in the Perrysburg School District:

<u>Vacation</u>	<u>Service Credit</u>	<u>Accumulation Per month</u>	<u>Maximum Accumulation</u>
2 weeks	0 through 9 years	.84 days	15.0 days
3 weeks	10 through 15 years	1.25 days	22.5 days
4 weeks	16 years and beyond	1.67 days	30.0 days

One additional day, (total of 21 days in a year) beginning with the employee's 21st year of service; one additional day (total of 22 days in a year) beginning with the employee's 26th year of service, and one additional day (total of 23 days in a year) beginning with the employee's 31st year of service.

17.02 ACCRUAL

All granted vacation excludes legal holidays. Eligible employees will accrue vacation each month and will be posted in the employee's paycheck. Employees will be permitted to rollover and accumulate vacation to 1-1/2 times their allowance as listed above.

17.03 SCHEDULING

Vacations must be scheduled and taken in such a manner so as to insure the proper functioning of the school facilities throughout the year. Employees must have their vacation schedules approved by their immediate supervisor.

17.04 ASSIGNMENT OF SUBSTITUTES

If available, substitute custodians will be assigned where an employee is out on vacation for sixteen (16) or more consecutive scheduled work hours. This shall not apply where the office or building is closed.

To enter an absence or request a substitute, all employees with the exception of bus drivers are required to log onto the district's Automated Educational Substitute Operator system (AESOP) at www.aesoponline.com or call them at 1-800-942-3767. Employees

are responsible for entering their own absences and substitute requests into the AESOP system. Employees must enter the request into AESOP as soon as they know that they will be absent from work. Employees must also complete an Employee Absence Form. In addition, if Professional Leave is being requested, employees must complete a Professional Leave Form in addition to the Employee Absence Form. Employees who are absent due to illness will be assumed to be returning the following school day unless these directions are followed.

17.05 SEPARATION FROM EMPLOYMENT

Upon the date of separation from employment during the contract year, eligible employees will receive their accrued vacation as posted on their paycheck.

17.06 SERVICE CREDIT FOR VACATION

- A. According to O.R.C. 9.44, prior service with the state or any political subdivision of the state, other than as an elected officer will be used in granting vacation credits by the Perrysburg Board of Education.
- B. Effective July 1, 1987, additional service credit for vacation will be granted to employees who have worked under a contract for the Board. This credit will be pro-rated as follows:

- Four (4) hours or more contract – 50% of total contracted years
 - Six (6) hours or more contract – 75% of total contracted years
 - 6-3/4 hours or more contract – 100% of total contracted years

- C. Partial years worked will not be considered for credit.

ARTICLE 18

OTHER LEAVES

Classified staff members will be entitled to the following temporary leaves of absence without loss of pay each school year:

18.01 PERSONAL AND/OR FAMILY EMERGENCY LEAVE

- A. Each classified employee, at the beginning of each school year, shall be credited with three (3) personal leave days per year to be used for personal matters. Unused personal leave shall not accumulate from year to year but shall be credited to accumulated sick leave at the close of the year. Any employee with accumulated sick leave of two hundred twenty (220) days shall receive a payment consisting of the zero step rate for his/her classification times the number of hours contracted daily for each one (1) of the three (3) personal days not used during each year of this agreement. If an employee has used the three days, up to two (2) additional days per year may be taken by an employee for emergency absences if approved by the Executive Director of Human Resources & Operations, whose determination in approving or rejecting the request shall not be

arbitrary or capricious. Reasons for granting or denying an emergency request for these additional two days shall not be deemed precedent setting. There shall be no conversion to sick leave or payment of these two days.

- B. Personal leave days may not be used for gainful employment, (excluding the sale of the employee's primary residence) to take part in a transaction which financial profit is sought, or during any work stoppage. Falsification or improper use of personal/family emergency leave may be grounds for discipline.
- C. Notice to the employee's immediate supervisor that personal leave will be taken must be given at least 24 hours in advance, except in the event of an emergency situation not covered by sick leave.
- D. Not more than 10% of the employees in any particular job classification may use personal leave on the same day, except during the months of April and May when no more than 5% of the employees in a particular classification may use personal leave on the same day. Personal leave will be granted on a "first applied for" basis and may be cancelled if appropriately qualified substitutes are not available.
- E. Unless requested in writing and approved by the Executive Director of Human Resources & Operations or except in the event of a highly unusual situation out of control of the employee, personal leave may not be taken under the following circumstances:
 - 1. on the day before or the day after a school holiday;
 - 2. on the day before or the day after a vacation;
 - 3. on the first day of the school year; or
 - 4. on either of the last two (2) days of the school year.
- F. All disputes regarding an emergency absence shall be resolved by the immediate supervisor whose determination shall not be arbitrary or capricious.

18.02 SICK

A. Personal Illness

- 1. All classified employees of the Board are allowed sick leave at the rate of one and one-quarter (1-1/4) days per month or 15 days per completed year of service. Sick leave may be used for reasons of personal illness or death in the immediate family as defined below.
- 2. Any new employee shall be immediately eligible for five (5) days sick leave as prescribed by statute even though such absence might begin on the first day of employment. Otherwise and beyond this any employee may be entitled to sick leave to the extent of the accumulation.
- 3. The Board of Education will allow each classified employee to accumulate 220 sick leave days per school year.

4. It is the responsibility of employees transferring from other school systems to be sure that such accumulated sick leave is transferred.
5. The Board of Education shall pay each employee one day's pay at the employee's per diem rate for perfect attendance at the end of the first semester. The Board of Education shall pay each employee two day's pay at the employee's per diem rate for perfect attendance at the end of the school year. Perfect attendance is defined as no absence for sick leave, absence without pay, unpaid leave, or personal leave.
6. Employees are required to return to work within six (6) weeks after delivery of a child unless the attending physician submits certification of physical disability.
7. Upon return from extended sick leave or unpaid leave of absence, an employee shall return to the same position he/she held prior to leave or to an equal position as determined by the Superintendent after consultation with the union.
8. An employee who intends to use sick leave shall notify her/his immediate supervisor of such intended use as soon as possible, but not later than one (1) hour prior to the scheduled start of his/her shift. If an emergency prevents the employee from providing such notice, she/he shall provide notice of the use of sick leave to the immediate supervisor as soon as possible, but in any event prior to the start of the employee's scheduled shift. The only exception of this requirement occurs where an employee is on an extended sick leave absence in accordance with medical instructions, which have been provided to the Board. Failure of an employee to provide the notice of intended use of sick leave in accordance with this requirement may lead to discipline.
9. An employee who starts the year at a maximum accumulation of sick leave and who uses 15 or fewer sick days in that school year shall end the year at the maximum accumulation.

B. Family Illness

Sick leave may be used for illness of the immediate family. Immediate family includes father, mother, spouse and children, father-in-law, mother-in-law, or anyone who is a permanent member of the household of the employee. For death of employee's spouse, parent, step-parent, child, grandchild, permanent member of the household or parent-in-law, the employee shall be entitled to six (6) days of bereavement leave not deducted from sick leave. For death of an employee's aunt, uncle, brother or sister, the employee shall be entitled to four (4) days of bereavement leave deducted from sick leave. For death in employee's grandparent, the employee shall be entitled to two (2) days of bereavement leave deducted from sick leave. In each instance additional days of bereavement from sick leave, accumulated vacation or personal days may be authorized by the supervisor.

C. Medical Leaves

Employees who are unable to work because of illness or injury, and who have exhausted their sick leave entitlement, shall be put on extended unpaid medical leave. Effective the next month, the employee in this instance must request an unpaid leave of absence and begin paying benefits or be removed from Board provided medical and other insurance benefits.

D. Excessive Absence

Any employee who uses more than ten (10) personal illness leave days in a twelve (12) month period, may be required by the Superintendent to submit a Doctor's statement which will certify that the employee is capable of continuing employment with the school system. This may include a physical examination. Both statement and the physical will be at the cost of the employee.

E. Sick Leave Pool

A sick leave pool shall consist of a committee of three (3) members appointed by the superintendent and three (3) members appointed by the president of Local 242. The committee may agree to modify the program during the life of the contract. The local president shall set up the meetings to review sick leave pool requests, and the sick leave pool will be administered by the union with the permission of the administration.

The sick leave pool shall be available to those experiencing serious illnesses; eligibility will be determined exclusively by the committee. Donations will be solicited on a per diem basis and converted to hours for the first applicant(s) for time from the pool. If hours remain the hours will be carried forward to the next situation. If an applicant for the sick leave pool is determined not to be eligible, the applicant may not file a grievance or any other legal challenge. No more than two (2) days may be donated to the pool by any employee during any school year and will be converted to hours following donation. The maximum total donation to any one employee shall be ninety (90) days at the employee's FTE rate. The maximum total number of days in the pool shall be two hundred (200).

18.03 UNPAID LEAVE

A. A bargaining unit member may, with the approval of the Superintendent, be granted an unpaid leave of absence. A written request stating the reason and duration of the leave must be submitted to the Superintendent no later than sixty (60) calendar days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be one year, and renewal of such leave shall be at the discretion of the Board of Education. If a unit member requests an early termination of the leave the Superintendent shall have the option of approval or disapproval.

B. Upon return from an unpaid leave, the unit member shall resume the contract status which existed prior to such leave. If the unit member desires to continue

insurance benefits during the leave of absence, the member must pay the full premium amount through a check to the Treasurer of the school district.

- C. Unpaid leaves of absence shall normally be granted in semester increments. If the leave is the result of pregnancy, the leave shall be granted for up to one semester and the leave may begin during a semester already in progress.
- D. Employees who take an unpaid leave of absence will be advanced one step on the salary schedule only if they have been in pay status for at least 120 days.
- E. While on an unpaid leave of absence, the employee will not accumulate sick leave and is not entitled to Board-paid health insurance benefits.

F. FMLA

Employees with scheduled hours of 1100 or more in the preceding school year (July 1 to June 30) shall be eligible to apply for an unpaid family or medical emergency leave in accordance with the following limitations.

1. Eligible employee shall be those who have worked a total of 1100 scheduled hours or more in the immediately preceding school year.
2. To be eligible for an unpaid family or medical emergency leave, the employee must have exhausted all non-sick leave paid time off (vacation or personal).
3. Employees requesting an unpaid family or medical emergency leave must advise their immediate supervisor of such request at least 30 days in advance of the anticipated commencement of said leave, unless an emergency prevents such notice. In that event, as much advance notice as possible shall be given.
4. The total amount of unpaid family or medical emergency leave available to any employee in any calendar year shall be twelve (12) weeks, which shall be reduced by any paid sick time taken by the employee during that school year.
5. Employees must request such leave in writing and are required, if requested by their immediate supervisor, to provide medical verification from the appropriate attending physician. Employees requesting such family or medical emergency leave may be examined by the Board's physician to confirm eligibility for the leave.
6. Employees who request and are approved for an unpaid family medical or emergency leave shall continue to receive Board-paid health insurance benefits, assuming the employee is otherwise eligible for such benefits in accordance with the provisions of this Agreement.
7. Such leave will be provided only in the following circumstances:
 - (A) Birth of a child;

- (B) Adoption of a child or placement of a foster child;
- (C) To care for a sick spouse, child or parent suffering from a serious health condition where the employee's attendance is necessary to such care; or
- (D) To address the employee's serious health condition renders the employee incapable of performing the functions her/his job.
- (E) Provisions pursuant to the Family and Medical Leave Act and National Defense Authorization Act for 2008.

"A serious health condition" defined as an illness, injury, impairment or physical or mental condition that involves (1) in-patient care in a hospital, hospice or residential medical facility, or (2) continuing treatment by a health care provider.

- 8. Employees who have available unused sick, vacation or personal time must exhaust all available but unused sick, vacation or personal time before becoming eligible for an unpaid family or medical emergency leave. The 12-week unpaid leave shall be reduced by all paid sick days taken by the employee in that school year and by all vacation or personal leave days used in connection with the reason for the leave.

18.04 ASSAULT LEAVE

- A. A staff member who is absent due to disability resulting from a clearly provoked attack upon said staff member which occurred on Board of Education premises or while in attendance at an official school function and in the course of said staff member's employment shall, subject to the approval of the Superintendent of Schools, be granted up to twenty (20) working days assault leave. During such assault leave, said employees shall be maintained on full pay basis. Such assault leave will not be deducted from the employee's accumulated sick leave.
- B. Assault leave may not be granted under this provision unless the staff member in question:
 - (1) Has submitted a signed, written letter justifying the granting and use of assault leave.
 - (2) Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from employment.
 - (3) Agrees to file criminal prosecution against the person(s) involved. Exceptions to this might include an attack by student as a manifestation of a disability, if the employee and supervisor agree that filing criminal charges would not be sound.
- C. Falsification of the aforesaid signed statements shall be grounds for suspension or termination of employment.

18.05 WORKERS' COMPENSATION

- A. All Employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured Employee's Supervisor, or other designated Representative, and an application shall be filed with the Bureau of Worker's Compensation. The employee may take sick leave in lieu of Worker's Compensation.
- C. The Board agrees to continue to provide, and pay the Board's share of any premiums for medical insurance in effect on said Employee at time of injury for an additional twelve (12) months. The Board may agree to continue to pay said premiums beyond 12 months at its discretion.

18.06 ALTERNATIVE WORK ASSIGNMENT (MEDICAL TRANSFERS)

If an employee claims that she/he needs a reasonable accommodation of her/his disability as defined under the American with Disabilities Act, the Superintendent or designee and the Association President or designee shall meet to review the request and determine what steps, if any, should be taken to respond to the question.

18.07 TRANSITIONAL WORK ASSIGNMENT

The District provides transitional work assignments to members who are temporarily disabled due to a work related injury or illness to facilitate the member's return to their regular job assignment. Such assignments will be made under the following conditions:

- 1. Upon the member's medical release to return to work with physical restrictions and limitations, a determination will be made by the member's supervisor in consultation with the Superintendent to provide a suitable job assignment which accommodates the member's temporary/partial disability. The Association President will be consulted regarding any transitional work assignment.
- 2. A written recommendation for a transitional work assignment will be made by either the appropriate department/building personnel or through the District's third party administrator to the Superintendent, with a copy to the Association President to determine if an accommodation can be made based on the employee's temporary medical restrictions. Transitional work duty assignments may include as many of those job duties and tasks that are part of the employee's existing job or assignments that accommodate the employee's temporary medical restrictions.
- 3. The decision to provide transitional work duty assignments will be based on the employee's medical restrictions and limitations and the ability of the department and/or building to provide such assignments. Transitional work assignments will not exceed 120 calendar days during a twelve (12) month period and there shall be not guarantee to provide such assignments.

4. The employee shall be compensated at his/her regular earnings rate for all work performed during the course of the traditional work duty assignment. Sick time continues to accrue at the employee's regular rate of pay during the transitional work duty assignment.
5. During the course of a transitional work duty assignment, the employee will be expected to follow prescribed treatment as defined by their attending physician, as well as any requests by the District for additional medical information or clarification through a medical examination by a board approved physician.
6. If after 120 calendar days an employee is unable to resume his/her regular job assignment or its essential functions, the transitional work plan will be re-evaluated with the employee, medical provider and employer to determine whether or not transitional work can be continued.
7. Upon a full medical release by the employee's attending physician and approval of the Superintendent, the employee will resume the full duties and responsibilities of their regularly assigned position. If there is a disagreement concerning whether the employee can resume full duties, a doctor approved by both the employee's doctor and the doctor assigned by the Board will be controlling.

18.08 MILITARY LEAVE

1. Military leaves and right to re-employment upon completion of military service will be granted upon terms and conditions and to the extent specified by Ohio Revised Code Chapter 5906.
2. Employees who are members of the Reserve Forces of the United States or the Organized Militia as defined in Ohio Revised Code 5923.06 shall be entitled to leave of absence without loss of pay for such time as they are in military duty as defined in O.R.C. 5906.02 , which currently provides (June 2013) for:
 - a. Twenty-two (22) contract days of full pay, up to the equivalent of one hundred seventy-six (176) hours, each calendar year; and
 - b. Then partial pay equal to the lesser of: (1) the difference between the employee's regular pay and his/her military pay, including combat pay, if applicable; or (2) \$500 a month.
3. Upon return from an absence for military service, the employee shall be reinstated to his/her previous assignment. For purposes of seniority and placement on the salary schedule, years of absence for military service shall be counted as though service had been performed during that time.

ARTICLE 19

INSURANCE / OTHER BENEFITS

19.01 MEDICAL AND DENTAL

- A. Any classified employee hired before 8/29/94 contracted for twenty (20) or more hours per week is eligible for Medical Insurance Coverage Benefits and dental insurance as listed in this section. Employees must request coverage to be eligible.
- B. For employees hired on and after August 29, 1994, only those scheduled for thirty (30) or more hours of work per week are eligible to participate in the health insurance program, with the board contributing 90% of the cost of the single premium and 90% of the family premium. Employees commencing employment with the Board on and after August 1, 2005 and in a position scheduled for thirty (30) or more hours of work per week shall pay 15% of the monthly premium (single or family as applicable) by payroll deduction. Until a more comprehensive network or networks are implemented, plan design shall be as follows:
1. The individual deductible shall be established at \$100 per year for single and \$200 per year for family coverage in network and out of network, with a maximum out of pocket of \$250 per individual in network and \$500 per individual out of network. Co-insurance shall be at 100/90% in network and 80% out of network. Office visit co-pays shall be \$10 per visit in network and subject to the deductible and co-insurance for out of network.
 2. When one or more comprehensive networks is/are implemented, the deductible shall be \$100 for single and \$200 for family in network and \$300 for single and \$600 family for out of network. The co-insurance shall be \$250 per individual for in network and \$750 per individual out of network. Co-insurance shall be 90% for in network, with 80% co-insurance for out of network.
 3. Nervous, mental and substance abuse benefit expenses shall be subject to a 20% employee payment share. The lifetime maximum limit for major medical is set at \$2,000,000.
 4. Enrollees in health insurance shall be provided a retail drug card with a co-pay of \$4.00 for generic, \$8.00 for formulary and \$16.00 for non-formulary for each prescription. Where a generic is available, the employee or dependent must select the generic prescription or pay, in addition to the co-pays, the full cost difference between the cost of the generic and the cost of the name brand prescription unless the attending physician, in writing, documents that filling the prescription with the name brand drug is a medical necessity and specifies the medical conditions producing the necessity. Mail order prescriptions are available at a 90 day supply at a co-pay of \$5 for generic, \$10 for formulary and \$25 for non-

formulary for each prescription, subject to the same generic mandate as set forth above. Formulary lists are subject to change yearly by the RX provider and are non-precedent setting.

5.

If annual premium increases by:	These changes will be made to the plan design
0-6%	ER copay to \$50 Add WebDoc
6-plus to 9%	1 st time Deductibles of \$250-500/500-1000 2d time Copay max to \$500-1000/2500-5000 3d time OV \$20 and rx \$5/20/40
9-plus to 12%	1 st time 1 + 2 above 2d time 3 above 3d time Deductibles to \$500-1,000/2500-5000
> 12%	1 st time 1 + 2 above 2d time 3 above 3d time OV \$30 and rx \$5/30/60

- C. Group hospitalization and medical benefits will be subject to a utilization review program conducted by a qualified third-party firm (e.g., Preview) in order to provide cost effective delivery of medical care to eligible employees and their dependents.

Utilization review includes pre-certification of non-emergency hospital admissions, mandatory second opinion surgical programs, admission and continued stay review during the course of a hospital admission. Procedures and systems for necessary administration of the plan will be the responsibility of the qualified third party firm.

There will be no change in the benefit coverages where utilization review requirements are met. If the plan requirements are not met, the contract holder will be responsible for 50% of the eligible hospital and physician charges incurred and become an ineligible charge and not payable under any portion of the benefit plan.

Each individual covered by the benefit plan will be notified prior to implementation of the review program.

- D. This benefit includes a base hospitalization and surgical plan (365 day UCR).
- E. The provisions in this Agreement concerning medical insurance coverages may be reopened for negotiations at the request of either party. In the event either party requests to reopen negotiations, bargaining shall be conducted for a period of thirty (30) days. If agreement is not reached at the close of thirty (30) days, the unresolved issues shall be submitted for assistance in resolution to the local office of the Federal Mediation and Conciliation Service (FMCS). The mediation period under this provision shall be for a total of fifteen (15) days, unless extended by mutual agreement of the parties. If final agreement concerning modification of medical

insurance benefits is not achieved in that period, either party has the right to deem the entire Agreement terminated. At that juncture, the parties may exercise such rights as are available to them under Ohio law.

- F. Subject to the limitations of federal, state and local laws and regulations, the employee's contribution for the cost of health insurance benefits will be accomplished in a fashion that does not result in a negative tax impact on the employee.
- G. Employees whose spouse's employer or retirement provider provides and pays for at least 70% of the cost of health insurance must have the spouse's plan provide primary coverage for the spouse. Benefits under the Board plans will not be provided to an eligible dependent spouse eligible for the type of group plan described above until the eligible spouse's group benefits have paid the primary portion of the claim. This provision is applicable to any employee receiving family coverage from the Board. Employees will be required to obtain yearly written verification on spousal eligibility from their spouse's employer.
- H. The Board reserves the right to add another network at any time, in addition to the current network with the same or similar benefits. The Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014. The Board plan shall only be available to full-time employees, determined through a 12-month "look-back" period, in accordance with the PPACA and Treasury regulations. The parties acknowledge that those regulations have not been fully finalized, and may change from time to time, and the parties agree that the Board may adjust its enrollment, administrative period, look-back period and similar rules/provisions in light of changes in the Treasury regulations and experience. Prior to making any changes pursuant to this paragraph, the Board will consult with the OAPSE Union President and may convene the Insurance Committee to discuss the necessary changes and receive input on how to implement them.
- I. If the State insurance pool is established during the life of this contract, and if the Board elects to convert to the pool, Local 242 reserves the right to bargain in accordance with Article XXI.
- Effective September 1, 2002, eligible classified employees electing health insurance coverage may participate in the Board's Section 125 Plan by electing to have their contribution amounts deducted from their pay on a pre-tax basis. Participation in this Plan is subject to the rules and regulations of the Internal Revenue Code, as adopted by the Board. The Board and Local 242 shall appoint a committee to explore the possibility of implementing a Section 125 Cafeteria Plan, at minimal or no cost to members for participation. If feasible, the Plan will be implemented on or about January 31, 2003.
- J. Spouses both employed by Perrysburg Schools

When both spouses are employed by Perrysburg Schools with no dependents, they must each enroll for single coverage, rather than family coverage. If both spouses

are employed by Perrysburg Schools and have dependents, one must take family coverage.

19.02 LIFE INSURANCE

The Board of Education will provide an established life insurance policy for any classified employee hired before August 29, 1994 and working 20 or more hours per week, or hired after August 29, 1994 and working 30 or more hours per week in the insured amount of \$50,000. All part time employees not qualifying for medical insurance will be offered a life insurance policy in the insured amount of \$20,000.

19.03 INSURANCE WAIVER

- A. Any employee currently receiving or who is eligible for Board paid contributions toward hospitalization, surgical and major medical insurance ó family coverage ó who waived the right to insurance for one (1) full benefit year (September 1 through August 31) will receive a lump sum payment on the first pay period following completion of that benefit year of \$1,000. To be eligible for the payment, the employee may not be covered by any Perrysburg Schools health insurance program for the waiver year.
- B. In the event of a change in the need for coverage due to a major life event causing a cessation of the employee's alternate source of coverage during the waiver year (death of spouse, divorce, dissolution, spouse loss of job), the employee may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided she/he has filed the proper application card with the Treasurer's office. Such re-entry into the insurance program will preclude the bargaining unit member from receiving health care insurance waiver payment in lieu of coverage as indicated during the waiver year.
- C. Should an employee elect to participate in the program, the employee must complete the waiver of coverage form by the 1st of September. Once an employee elects, participation shall continue year to year until the employee withdraws from the program. An employee who withdraws from the program may not re-enter same until the following year, except for the conditions established in paragraph 2 above. A new employee may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis.
- D. A new employee who is eligible for insurance coverage and elects same will be insured effective with the first day of the first full month of Board employment.

19.04 RETIREMENT

A. General

Retirement pay shall be a one-time lump sum payment to eligible members of this bargaining unit according to the following provisions:

B. Eligibility

An employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:

1. The employee retires from the Perrysburg Public Schools, giving at least 60 days' notice to the Board.
2. Retirement shall be defined as disability retirement as specified in Section 3307.42, Ohio Revised Code or service retirement as specified by the School Employees Retirement System.
3. The employee must be eligible for disability or service retirement as of the last date of employment with the Board.
4. The employee must, within 180 days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed the first retirement check.
5. The employee must sign a form provided by the Board when picking up the district's retirement check certifying that all of the above criteria have been met.

C. Benefit Calculation

The retirement pay benefit shall be calculated according to the following methods:

1. Multiply the employee's accrued, unused sick leave by one-fourth.
2. Multiply the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
3. Receipt of payment for accrued, unused sick leave shall eliminate all sick leave credit accrued by employee.
4. Four days per year are granted for each of the last ten years of Perrysburg service, plus an additional eight days shall be added for each year in the last four years before retirement in which the employee completes the year with the maximum accumulated, unused sick leave. Employees will receive retirement pay based on one-fourth of their accrued but unused sick leave or the retirement pay benefit explained above, whichever is greater. Retirement pay shall be calculated using the current per diem rate. In the event of the death of an employee eligible for SERS service retirement at the time of passing, severance pay to which the employee would have been entitled to receive will be paid to the estate of the employee in accordance with ORC 2113.04.

19.05 EMPLOYEE RETIREMENT CONTRIBUTION (SERS)

For the length of this contract, the Perrysburg Exempted Village Board of Education will continue to deduct the full employee contribution required under R.C. 3307.51 from each employee's total compensation, but said payment will be assumed and paid by the Board

of Education pursuant to ruling 77-46-Attorney General Opinions 78-049. The purpose of this pickup to defer immediate payment of Federal and State income taxes upon the contribution. The Board assumes no responsibility for any change in laws or regulations which might affect this benefit by the Ohio Attorney General or other organization.

19.06 PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT PROGRAM

The Board will make available a pool of \$5,000 each year (July-June) of the Agreement for a Professional Development/Tuition Reimbursement program. On a pro rata basis the program shall reimburse tuition costs incurred by employees for college credit courses taken on the employee's time to improve skills in the employee's current position or to prepare for other possible positions in the District. Reimbursement also is available on a prorated basis for fees associated with workshops, seminars or similar training programs taken on the employee's time to improve skills in the employee's current position or to prepare for other possible positions in the District. The pool shall be divided among employees approved with a limit of reimbursement of 4 semester hours per employee (July 1-June 30). Requests are to be submitted by August 1, proof of course completion with an earned credit of B or above is to be submitted by September 15. Reimbursement checks will be issued on or about October 15. An employee who voluntarily leaves employment with the District within 5 years of receiving reimbursement monies shall repay such funds.

19.07 FOOD SAFETY AND SANITATION REIMBURSEMENT

The Board shall reimburse or pay for course fees for initial Serv Safe certification, or an equivalent food safety and sanitation certification, as approved by the Child Nutrition Director. In order to qualify for reimbursement, the employee must take and pass the test for certification.

ARTICLE 20

WAGES

20.01 WAGES

Classified employees will receive an increase of 1.25% effective July 1, 2013, 1% effective July 1, 2014 and 1% effective July 1, 2015.

Each employee who was in paid contract status for the Board for at least one hundred and twenty (120) contract days during the 2012-13 school year shall be credited with one additional year of service credit at the beginning of the 2013-14 school year beyond his/her experience step placement in the 2012-13 school year.

Each employee who was in paid contract status for the Board for at least one hundred and twenty (120) contract days during the 2013-14 school year shall be credited with one additional year of service credit at the beginning of the 2014-15 school year beyond his/her experience step placement in the 2013-14 school year.

Each employee who was in paid contract status for the Board for at least one hundred and twenty (120) contract days during the 2014-15 school year shall be credited with one additional year of service credit at the beginning of the 2015-16 school year beyond his/her experience step placement in the 2014-15 school year.

This Article sets forth the exclusive method for employees to move to higher experience steps, notwithstanding any other language in this Master Agreement or provision of law.

20.02 EMPLOYEES BIDDING WITHIN SAME CLASSIFICATION

If an employee takes a new position within the same classification or same department (e.g., Assistant Cafeteria Manager to Cafeteria Manager), the employee will not be reduced in years of experience or hourly rate of pay. Employees promoted within the same classification carry forward their years of service.

20.03 EMPLOYEES BIDDING TO ANOTHER CLASSIFICATION

Employees changing classifications will be placed on the step that provides the employee an increase in pay so long as the placement on the step does not provide an increase in actual years of experience as an employee. For example, an employee on the third step in the previous classification cannot be placed any higher than the third step of the new classification.

20.04 FOOD SERVICE CERTIFICATION

\$100 per year will be provided to those food service employees who provide written documentation of current Level One certification status. Certification is through the School Nutrition Association (SNA). Written documentation must be provided to the Food Service Supervisor by May 15 of each-year; payments to be made in June. For any food service employee that, at their own expense, achieves Level 2 certification, they will receive an additional \$.25 per hour. All food service employees are required at a minimum to secure ServSafe Sanitation Certification within twelve (12) months of initial employment. Those completing Level 1 Certification described above will have fulfilled that requirement. The Food Service Supervisor will provide notice of locally offered classes where food service employees might obtain, update or upgrade certification.

20.05 FIELD TRIP RATES

The field trip rate shall be increased as the same percentage in base wage increases over the life of this contract.

20.06 SALARY SCHEDULES

Contained in Appendix A.

Step 27 will be added to the salary schedule beginning July 1, 2008.

20.07 INCENTIVE PAY

- A. On July 1, 2013, all employees shall receive a single, one-time payment of the amount specified below based on the number of hours the employee is regularly contracted to work.

Hours Worked	Payment Amount
8	\$500
Greater than 6 hours and fewer than 8 hours	\$300
6 hours or fewer and greater than 3 hours	\$200
3 hours or fewer	\$100

- B. If the District is below the per-pupil expenditure average as published annually by the Ohio Department of Education for the 2012-2013 school year, all employees shall receive an additional single, one-time payment of the amount specified above, based on the number of hours the employee is regularly contracted to work. Such payment shall be effective within ninety days of ODE’s publishing of the per-pupil expenditure average.
- C. If the District is below the per-pupil expenditure average as published annually by the Ohio Department of Education for the 2013-2014 school year, all employees shall receive an additional single, one-time payment of the amount specified above, based on the number of hours the employee is regularly contracted to work. Such payment shall be effective within ninety days of ODE’s publishing of the per-pupil expenditure average.

ARTICLE 21

NEGOTIATION PROCEDURES

21.01 NOTIFICATION

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set within a reasonable time frame following such request. In any given school year, such request shall be made no earlier than six months before expiration of the agreement (or previously agreed-upon midterm expiration date) and no later than three (3) months prior to the aforementioned condition. Initial proposals on all issues for negotiations shall be submitted in writing by OAPSE to the representative(s) of the Board at the first meeting. Likewise, the Board representative(s) shall submit in writing to OAPSE representatives initial proposals on all issues upon which the Board wishes to negotiate no later than the first meeting.

21.02 NEGOTIATING TEAMS

The Board, or designated representative(s) of the Board, will meet with representatives designated by OAPSE for the purpose of discussion and reaching mutually satisfactory

agreement. Except that a field representative of OAPSE may be included in the Local's negotiating team and likewise the Board may employ an outside representative to be included on the Board's team, all representatives must be classified personnel eligible for membership, administrators, and/or members of the Perrysburg Board of Education. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations, provided that during all negotiating meetings between the parties, such consultants shall attend only as observers. By mutual consent of both teams, consultants may make presentations. The expense of such consultants shall be borne by the party requesting them.

21.03 NEGOTIATION PROCEDURES

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of OAPSE for the purpose of the effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in 21.01 above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall be held at a time determined by the negotiating teams.

If agreement is not reached within sixty (60) calendar days from the date of the first meeting, the unresolved issue(s) shall be submitted to Federal Mediation, as described in 20.08 unless extended by mutual agreement. If either the OAPSE or the Board team requests an extension, the other's refusal to do so will constitute a declaration of impasse. If neither side requests an extension, a condition of impasse exists.

21.04 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed fifteen (15) minutes to caucus, unless extended time is mutually agreed upon.

21.05 EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, the Board and OAPSE agree to provide to each other, upon written request, all regularly and routinely prepared data concerning the issue(s) under consideration.

21.06 PRESS RELEASE

Both parties agree not to issue any release or public statements regarding negotiations until impasse has been declared. A copy of any media release shall be furnished to the other team's chief negotiator at the same time and by the same method.

21.07 REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. By mutual agreement, the negotiators in each subsequent negotiation series may take back to their respective bodies all or any portion of the agreed to items under

discussion for ratification. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to OAPSE and the Board for approval. Following approval by OAPSE and by the Board, the Board shall, by resolution, adopt the items of the agreement. OAPSE agrees to abide by the terms of the agreement.

21.08 RESOLVING DIFFERENCES

In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. Upon request of either party, the local office of the Federal Mediation and Conciliation Service (FMCS) will be contacted to lend assistance in resolving the impasse.

21.09 RELEASED TIME FOR BARGAINING

If negotiation meetings between the Board and OAPSE are scheduled during normal work hours, the members of the OAPSE negotiating team will be relieved of all regular duties without loss of pay, sick leave or personal days as necessary in order to permit their participation in such meetings.

ARTICLE 22

DRUG FREE SCHOOLS/NO SMOKING POLICY (See also Article 14, above)

22.01 POSSESSION, USE OR DISTRIBUTION

No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed upon employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination in accordance with this contract, and referral for prosecution.

22.02 STANDARD OF CONDUCT

Through this agreement, the Board provides members of the bargaining unit with the mandatory standard of conduct described above and a description of the range of sanctions that may be imposed for a particular violation. Information about drug and alcohol counseling and rehabilitation and re-entry programs is available to employees of the Perrysburg Schools through the Superintendent's office.

22.03 NO SMOKING POLICY

Every building in the district, every event held in any building in the district, and all Board-owned vehicles and equipment will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance.

ARTICLE 23

CRIMINAL BACKGROUND CHECKS

23.01 NEW EMPLOYEE BACKGROUND CHECKS

Consistent with Ohio Revised Code § 109.57, the Board may conduct criminal background checks on all new employees through the Ohio Bureau of Criminal Investigation and the Federal Bureau of Investigation. A new employee shall be considered on a probationary status concluding, and regular employment status commencing, only upon the Board's receipt of a background investigative report satisfactory to the Board from the Bureau of Criminal Investigation or a local police agency. The full cost of such background check shall be paid by the applicant/employee.

ARTICLE 24

APPLICABLE LAWS

24.01 CONFLICT WITH STATE OR FEDERAL LAW

If any part of this agreement conflicts with state or federal law except as allowed by RC 4117, it is invalid, but all other provisions or application shall continue in full force and effect.

ARTICLE 25

DURATION OF AGREEMENT

25.01 DURATION

This Agreement shall be effective July 1, 2013 and shall remain in effect until June 30, 2016 at which time it will expire.

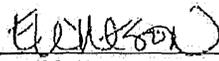
25.02 AMENDMENTS

This Agreement shall become effective upon its approval by OAPSE and the Board. It may be amended by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held not more than thirty (30) days following a written request for such meeting by either party.

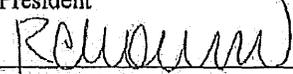
Effective Date: July 1, 2013

Ohio Association of Public School
Employees Local 242

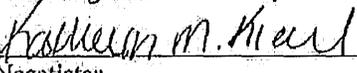
Perrysburg Board of Education



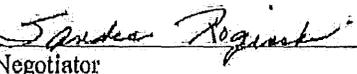
President



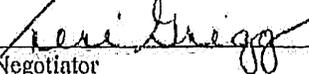
Chief Negotiator



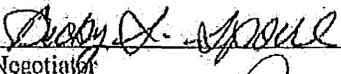
Negotiator



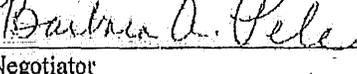
Negotiator



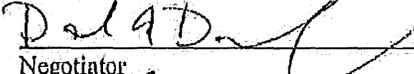
Negotiator



Negotiator



Negotiator



Negotiator



Negotiator



President



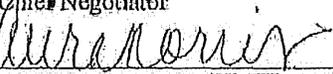
Superintendent



Treasurer



Chief Negotiator



Negotiator



Negotiator

Negotiator

Negotiator

2. CAFETERIA PERSONNEL CLASSIFICATION

HIGH SCHOOL CAFETERIA MANAGER

ANNUAL HOURS: 1,410.00

CONTRACT DAYS: 188.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
13.89	0	14.06	19,825	14.20	20,022	14.34	20,219
14.49	1	14.67	20,685	14.82	20,896	14.97	21,108
15.06	2	15.25	21,503	15.40	21,714	15.55	21,926
15.55	3	15.74	22,193	15.90	22,419	16.06	22,645
16.05	4	16.25	22,913	16.41	23,138	16.57	23,364
16.61	5	16.82	23,716	16.99	23,956	17.16	24,196
16.80	10	17.01	23,984	17.18	24,224	17.35	24,464
17.10	15	17.31	24,407	17.48	24,647	17.65	24,887
17.56	20	17.78	25,070	17.96	25,324	18.14	25,577
18.05	25	18.28	25,775	18.46	26,029	18.64	26,282
18.50	27	18.73	26,409	18.92	26,677	19.11	26,945

JUNIOR HIGH CAFETERIA MANAGER

ANNUAL HOURS: 1,316.00

CONTRACT DAYS: 188.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
13.74	0	13.91	18,306	14.05	18,490	14.19	18,674
14.31	1	14.49	19,069	14.63	19,253	14.78	19,450
14.84	2	15.03	19,779	15.18	19,977	15.33	20,174
15.31	3	15.50	20,398	15.66	20,609	15.82	20,819
15.82	4	16.02	21,082	16.18	21,293	16.34	21,503
16.39	5	16.59	21,832	16.76	22,056	16.93	22,280
16.59	10	16.80	22,109	16.97	22,333	17.14	22,556
16.86	15	17.07	22,464	17.24	22,688	17.41	22,912
17.35	20	17.57	23,122	17.75	23,359	17.93	23,596
17.84	25	18.06	23,767	18.24	24,004	18.42	24,241
18.28	27	18.51	24,359	18.70	24,609	18.89	24,859

ELEMENTARY CAFETERIA MANAGER

ANNUAL HOURS: 1,128.00

CONTRACT DAYS: 188.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
13.53	0	13.70	15,454	13.84	15,612	13.98	15,769
14.09	1	14.27	16,097	14.41	16,254	14.55	16,412
14.62	2	14.80	16,694	14.95	16,864	15.10	17,033
15.10	3	15.29	17,247	15.44	17,416	15.59	17,586
15.61	4	15.81	17,834	15.97	18,014	16.13	18,195
16.18	5	16.38	18,477	16.54	18,657	16.71	18,849
16.37	10	16.57	18,691	16.74	18,883	16.91	19,074
16.66	15	16.87	19,029	17.04	19,221	17.21	19,413
17.13	20	17.34	19,560	17.51	19,751	17.69	19,954
17.63	25	17.85	20,135	18.03	20,338	18.21	20,541
18.08	27	18.31	20,654	18.49	20,857	18.67	21,060

HIGH SCHOOL ASSISTANT CAFETERIA MANAGER

ANNUAL HOURS: 1,316.00

CONTRACT DAYS: 188.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
12.13	0	12.28	16,160	12.40	16,318	12.52	16,476
12.62	1	12.78	16,818	12.91	16,990	13.04	17,161
13.13	2	13.29	17,490	13.42	17,661	13.55	17,832
13.74	3	13.91	18,306	14.05	18,490	14.19	18,674
14.19	4	14.37	18,911	14.51	19,095	14.66	19,293
14.73	5	14.91	19,622	15.06	19,819	15.21	20,016
15.07	10	15.26	20,082	15.41	20,280	15.56	20,477
15.35	15	15.54	20,451	15.70	20,661	15.86	20,872
15.97	20	16.17	21,280	16.33	21,490	16.49	21,701
16.57	25	16.78	22,082	16.95	22,306	17.12	22,530
16.99	27	17.20	22,635	17.37	22,859	17.54	23,083

JUNIOR HIGH & ELEM ASSISTANT CAFETERIA MANAGER / CHILD NUTRITION ASSISTANT

CONTRACT DAYS: 188.00

1.25% 1.00% 1.00%

Previous Rate	Years Experience	2013-14 Rate	2014-15 Rate	2015-16 Rate
12.13	0	12.28	12.40	12.52
12.62	1	12.78	12.91	13.04
13.13	2	13.29	13.42	13.55
13.74	3	13.91	14.05	14.19
14.19	4	14.37	14.51	14.66
14.73	5	14.91	15.06	15.21
15.07	10	15.26	15.41	15.56
15.35	15	15.54	15.70	15.86
15.97	20	16.17	16.33	16.49
16.57	25	16.78	16.95	17.12
16.99	27	17.20	17.37	17.54

CAFETERIA WORKER / HEAD CASHIER

CONTRACT DAYS: 188.00

1.25% 1.00% 1.00%

Previous Rate	Years Experience	2013-14 Rate	2014-15 Rate	2015-16 Rate
11.72	0	11.87	11.99	12.11
11.97	1	12.12	12.24	12.36
12.14	2	12.29	12.41	12.53
12.42	3	12.58	12.71	12.84
12.62	4	12.78	12.91	13.04
12.73	5	12.89	13.02	13.15
12.78	10	12.94	13.07	13.20
12.87	15	13.03	13.16	13.29
13.00	20	13.16	13.29	13.42
13.13	25	13.29	13.42	13.55
13.46	27	13.63	13.77	13.91

3. CUSTODIAL PERSONNEL CLASSIFICATION

HIGH SCHOOL HEAD CUSTODIAN

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
17.85	0	18.07	37,586	18.25	37,960	18.43	38,334
18.30	1	18.53	38,542	18.72	38,938	18.91	39,333
18.79	2	19.02	39,562	19.21	39,957	19.40	40,352
19.23	3	19.47	40,498	19.66	40,893	19.86	41,309
19.68	4	19.93	41,454	20.13	41,870	20.33	42,286
20.17	5	20.42	42,474	20.62	42,890	20.83	43,326
20.61	6	20.87	43,410	21.08	43,846	21.29	44,283
21.08	7	21.34	44,387	21.55	44,824	21.77	45,282
21.52	8	21.79	45,323	22.01	45,781	22.23	46,238
21.77	10	22.04	45,843	22.26	46,301	22.48	46,758
22.01	15	22.29	46,363	22.51	46,821	22.74	47,299
22.46	20	22.74	47,299	22.97	47,778	23.20	48,256
22.93	25	23.22	48,298	23.45	48,776	23.68	49,254
23.49	27	23.78	49,462	24.02	49,962	24.26	50,461

JUNIOR HIGH HEAD CUSTODIAN

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
17.50	0	17.72	36,858	17.90	37,232	18.08	37,606
17.94	1	18.16	37,773	18.34	38,147	18.52	38,522
18.44	2	18.67	38,834	18.86	39,229	19.05	39,624
18.87	3	19.11	39,749	19.30	40,144	19.49	40,539
19.32	4	19.56	40,685	19.76	41,101	19.96	41,517
19.81	5	20.06	41,725	20.26	42,141	20.46	42,557
20.26	6	20.51	42,661	20.72	43,098	20.93	43,534
20.72	7	20.98	43,638	21.19	44,075	21.40	44,512
21.18	8	21.44	44,595	21.65	45,032	21.87	45,490
21.41	10	21.68	45,094	21.90	45,552	22.12	46,010
21.67	15	21.94	45,635	22.16	46,093	22.38	46,550
22.13	20	22.41	46,613	22.63	47,070	22.86	47,549
22.59	25	22.87	47,570	23.10	48,048	23.33	48,526
23.14	27	23.43	48,734	23.66	49,213	23.90	49,712

ELEMENTARY HEAD CUSTODIAN / HS & JH ASSISTANT HEAD CUSTODIAN

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
17.15	0	17.36	36,109	17.53	36,462	17.71	36,837
17.64	1	17.86	37,149	18.04	37,523	18.22	37,898
18.12	2	18.35	38,168	18.53	38,542	18.72	38,938
18.55	3	18.78	39,062	18.97	39,458	19.16	39,853
18.99	4	19.23	39,998	19.42	40,394	19.61	40,789
19.46	5	19.70	40,976	19.90	41,392	20.10	41,808
19.90	6	20.15	41,912	20.35	42,328	20.55	42,744
20.40	7	20.66	42,973	20.87	43,410	21.08	43,846
20.86	8	21.12	43,930	21.33	44,366	21.54	44,803
21.09	10	21.35	44,408	21.56	44,845	21.78	45,302
21.32	15	21.59	44,907	21.81	45,365	22.03	45,822
21.78	20	22.05	45,864	22.27	46,322	22.49	46,779
22.24	25	22.52	46,842	22.75	47,320	22.98	47,798
22.79	27	23.07	47,986	23.30	48,464	23.53	48,942

12 MONTH CUSTODIAN

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
16.52	0	16.73	34,798	16.90	35,152	17.07	35,506
17.04	1	17.25	35,880	17.42	36,234	17.59	36,587
17.45	2	17.67	36,754	17.85	37,128	18.03	37,502
17.88	3	18.10	37,648	18.28	38,022	18.46	38,397
18.34	4	18.57	38,626	18.76	39,021	18.95	39,416
18.83	5	19.07	39,666	19.26	40,061	19.45	40,456
19.25	6	19.49	40,539	19.68	40,934	19.88	41,350
19.68	7	19.93	41,454	20.13	41,870	20.33	42,286
20.14	8	20.39	42,411	20.59	42,827	20.80	43,264
20.41	10	20.67	42,994	20.88	43,430	21.09	43,867
20.71	15	20.97	43,618	21.18	44,054	21.39	44,491
21.30	20	21.57	44,866	21.79	45,323	22.01	45,781
21.87	25	22.14	46,051	22.36	46,509	22.58	46,966
22.41	27	22.69	47,195	22.92	47,674	23.15	48,152

10 MONTH CUSTODIAN

CONTRACT DAYS: 217.00

1.25% 1.00% 1.00%

Previous Rate	Years Experience	2013-14 Rate	2014-15 Rate	2015-16 Rate
16.52	0	16.73	16.90	17.07
17.04	1	17.25	17.42	17.59
17.45	2	17.67	17.85	18.03
17.88	3	18.10	18.28	18.46
18.34	4	18.57	18.76	18.95
18.83	5	19.07	19.26	19.45
19.25	6	19.49	19.68	19.88
19.68	7	19.93	20.13	20.33
20.14	8	20.39	20.59	20.80
20.41	10	20.67	20.88	21.09
20.71	15	20.97	21.18	21.39
21.30	20	21.57	21.79	22.01
21.87	25	22.14	22.36	22.58
22.41	27	22.69	22.92	23.15

4. LIBRARY PERSONNEL CLASSIFICATION

ASSISTANT LIBRARIANS-HIGH SCHOOL

ANNUAL HOURS: 1,456.00

CONTRACT DAYS: 208.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
14.09	0	14.27	20,777	14.41	20,981	14.55	21,185
14.71	1	14.89	21,680	15.04	21,898	15.19	22,117
15.28	2	15.47	22,524	15.62	22,743	15.78	22,976
15.91	3	16.11	23,456	16.27	23,689	16.43	23,922
16.57	4	16.78	24,432	16.95	24,679	17.12	24,927
17.14	5	17.35	25,262	17.52	25,509	17.70	25,771
17.80	6	18.02	26,237	18.20	26,499	18.38	26,761
18.37	7	18.60	27,082	18.79	27,358	18.98	27,635
18.99	8	19.23	27,999	19.42	28,276	19.61	28,552
19.63	9	19.88	28,945	20.08	29,236	20.28	29,528
19.94	10	20.19	29,397	20.39	29,688	20.59	29,979
20.28	15	20.53	29,892	20.74	30,197	20.95	30,503
20.93	20	21.19	30,853	21.40	31,158	21.61	31,464
21.58	25	21.85	31,814	22.07	32,134	22.29	32,454
22.12	27	22.40	32,614	22.62	32,935	22.85	33,270

ASSISTANT LIBRARIANS-ELEMENTARY

ANNUAL HOURS: 1,330.00

CONTRACT DAYS: 190.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
14.09	0	14.27	18,979	14.41	19,165	14.55	19,352
14.71	1	14.89	19,804	15.04	20,003	15.19	20,203
15.28	2	15.47	20,575	15.62	20,775	15.78	20,987
15.91	3	16.11	21,426	16.27	21,639	16.43	21,852
16.57	4	16.78	22,317	16.95	22,544	17.12	22,770
17.14	5	17.35	23,076	17.52	23,302	17.70	23,541
17.80	6	18.02	23,967	18.20	24,206	18.38	24,445
18.37	7	18.60	24,738	18.79	24,991	18.98	25,243
18.99	8	19.23	25,576	19.42	25,829	19.61	26,081
19.63	9	19.88	26,440	20.08	26,706	20.28	26,972
19.94	10	20.19	26,853	20.39	27,119	20.59	27,385
20.28	15	20.53	27,305	20.74	27,584	20.95	27,864
20.93	20	21.19	28,183	21.40	28,462	21.61	28,741
21.58	25	21.85	29,061	22.07	29,353	22.29	29,646
22.12	27	22.40	29,792	22.62	30,085	22.85	30,391

5. MAINTENANCE PERSONNEL CLASSIFICATION

MAINTENANCE/GROUNDS SPECIALIST LEVEL III

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
19.23	0	19.47	40,498	19.66	40,893	19.86	41,309
19.69	1	19.94	41,475	20.14	41,891	20.34	42,307
20.17	2	20.42	42,474	20.62	42,890	20.83	43,326
20.60	3	20.86	43,389	21.07	43,826	21.28	44,262
21.06	4	21.32	44,346	21.53	44,782	21.75	45,240
21.52	5	21.79	45,323	22.01	45,781	22.23	46,238
21.95	6	22.22	46,218	22.44	46,675	22.66	47,133
22.45	7	22.73	47,278	22.96	47,757	23.19	48,235
22.92	8	23.21	48,277	23.44	48,755	23.67	49,234
23.17	10	23.46	48,797	23.69	49,275	23.93	49,774
23.38	15	23.67	49,234	23.91	49,733	24.15	50,232
23.83	20	24.13	50,190	24.37	50,690	24.61	51,189
24.29	25	24.59	51,147	24.84	51,667	25.09	52,187
24.89	27	25.20	52,416	25.45	52,936	25.70	53,456

MAINTENANCE/GROUNDS SPECIALIST LEVEL II

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
16.68	0	16.89	35,131	17.06	35,485	17.23	35,838
17.14	1	17.35	36,088	17.52	36,442	17.70	36,816
17.58	2	17.80	37,024	17.98	37,398	18.16	37,773
18.05	3	18.28	38,022	18.46	38,397	18.64	38,771
18.44	4	18.67	38,834	18.86	39,229	19.05	39,624
18.88	5	19.12	39,770	19.31	40,165	19.50	40,560
19.34	6	19.58	40,726	19.78	41,142	19.98	41,558
19.76	7	20.01	41,621	20.21	42,037	20.41	42,453
20.20	8	20.45	42,536	20.65	42,952	20.86	43,389
20.65	9	20.91	43,493	21.12	43,930	21.33	44,366
21.07	10	21.33	44,366	21.54	44,803	21.76	45,261
21.54	15	21.81	45,365	22.03	45,822	22.25	46,280
21.97	20	22.24	46,259	22.46	46,717	22.68	47,174
22.40	25	22.68	47,174	22.91	47,653	23.14	48,131
22.97	27	23.26	48,381	23.49	48,859	23.72	49,338

MAINTENANCE/GROUNDS SPECIALIST LEVEL I

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
13.76	0	13.93	28,974	14.07	29,266	14.21	29,557
14.20	1	14.38	29,910	14.52	30,202	14.67	30,514
14.64	2	14.82	30,826	14.97	31,138	15.12	31,450
15.11	3	15.30	31,824	15.45	32,136	15.60	32,448
15.52	4	15.71	32,677	15.87	33,010	16.03	33,342
15.95	5	16.15	33,592	16.31	33,925	16.47	34,258
16.38	6	16.58	34,486	16.75	34,840	16.92	35,194
16.86	7	17.07	35,506	17.24	35,859	17.41	36,213
17.29	8	17.51	36,421	17.69	36,795	17.87	37,170
17.73	9	17.95	37,336	18.13	37,710	18.31	38,085
18.16	10	18.39	38,251	18.57	38,626	18.76	39,021
18.86	15	19.10	39,728	19.29	40,123	19.48	40,518
19.04	20	19.28	40,102	19.47	40,498	19.66	40,893
19.20	25	19.44	40,435	19.63	40,830	19.83	41,246
19.67	27	19.92	41,434	20.12	41,850	20.32	42,266

6. SECRETARIAL PERSONNEL CLASSIFICATION

RECEPTIONIST

ANNUAL HOURS: 1,867.50
 CONTRACT DAYS: 249.00

1.25% 1.00% 1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
14.27	0	14.45	26,985	14.59	27,247	14.74	27,527
14.93	1	15.12	28,237	15.27	28,517	15.42	28,797
15.44	2	15.63	29,189	15.79	29,488	15.95	29,787
16.17	3	16.37	30,571	16.53	30,870	16.70	31,187
16.71	4	16.92	31,598	17.09	31,916	17.26	32,233
17.34	5	17.56	32,793	17.74	33,129	17.92	33,466
17.92	6	18.14	33,876	18.32	34,213	18.50	34,549
18.55	7	18.78	35,072	18.97	35,426	19.16	35,781
19.27	8	19.51	36,435	19.71	36,808	19.91	37,182
19.65	9	19.90	37,163	20.10	37,537	20.30	37,910
20.04	10	20.29	37,892	20.49	38,265	20.69	38,639
20.41	15	20.67	38,601	20.88	38,993	21.09	39,386
21.23	20	21.50	40,151	21.72	40,562	21.94	40,973
22.03	25	22.31	41,664	22.53	42,075	22.76	42,504
22.59	27	22.87	42,710	23.10	43,139	23.33	43,569

12-MONTH SECRETARY

ANNUAL HOURS: 1,743.00
 CONTRACT DAYS: 249.00

1.25% 1.00% 1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
14.27	0	14.45	25,186	14.59	25,430	14.74	25,692
14.93	1	15.12	26,354	15.27	26,616	15.42	26,877
15.44	2	15.63	27,243	15.79	27,522	15.95	27,801
16.17	3	16.37	28,533	16.53	28,812	16.70	29,108
16.71	4	16.92	29,492	17.09	29,788	17.26	30,084
17.34	5	17.56	30,607	17.74	30,921	17.92	31,235
17.92	6	18.14	31,618	18.32	31,932	18.50	32,246
18.55	7	18.78	32,734	18.97	33,065	19.16	33,396
19.27	8	19.51	34,006	19.71	34,355	19.91	34,703
19.65	9	19.90	34,686	20.10	35,034	20.30	35,383
20.04	10	20.29	35,365	20.49	35,714	20.69	36,063
20.41	15	20.67	36,028	20.88	36,394	21.09	36,760
21.23	20	21.50	37,475	21.72	37,858	21.94	38,241
22.03	25	22.31	38,886	22.53	39,270	22.76	39,671
22.59	27	22.87	39,862	23.10	40,263	23.33	40,664

10-MONTH SECRETARY

ANNUAL HOURS: 1,456.00

CONTRACT DAYS: 208.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
14.27	0	14.45	21,039	14.59	21,243	14.74	21,461
14.93	1	15.12	22,015	15.27	22,233	15.42	22,452
15.44	2	15.63	22,757	15.79	22,990	15.95	23,223
16.17	3	16.37	23,835	16.53	24,068	16.70	24,315
16.71	4	16.92	24,636	17.09	24,883	17.26	25,131
17.34	5	17.56	25,567	17.74	25,829	17.92	26,092
17.92	6	18.14	26,412	18.32	26,674	18.50	26,936
18.55	7	18.78	27,344	18.97	27,620	19.16	27,897
19.27	8	19.51	28,407	19.71	28,698	19.91	28,989
19.65	9	19.90	28,974	20.10	29,266	20.30	29,557
20.04	10	20.29	29,542	20.49	29,833	20.69	30,125
20.41	15	20.67	30,096	20.88	30,401	21.09	30,707
21.23	20	21.50	31,304	21.72	31,624	21.94	31,945
22.03	25	22.31	32,483	22.53	32,804	22.76	33,139
22.59	27	22.87	33,299	23.10	33,634	23.33	33,968

7. TRANSPORTATION PERSONNEL CLASSIFICATION

HEAD MECHANIC

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
20.34	0	20.59	42,827	20.80	43,264	21.01	43,701
20.74	1	21.00	43,680	21.21	44,117	21.42	44,554
21.21	2	21.48	44,678	21.69	45,115	21.91	45,573
21.68	3	21.95	45,656	22.17	46,114	22.39	46,571
22.12	4	22.40	46,592	22.62	47,050	22.85	47,528
22.55	5	22.83	47,486	23.06	47,965	23.29	48,443
23.03	6	23.32	48,506	23.55	48,984	23.79	49,483
23.49	7	23.78	49,462	24.02	49,962	24.26	50,461
23.99	8	24.29	50,523	24.53	51,022	24.78	51,542
24.16	10	24.46	50,877	24.70	51,376	24.95	51,896
24.41	15	24.72	51,418	24.97	51,938	25.22	52,458
24.83	20	25.14	52,291	25.39	52,811	25.64	53,331
25.25	25	25.57	53,186	25.83	53,726	26.09	54,267
25.89	27	26.21	54,517	26.47	55,058	26.73	55,598

MECHANIC

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
19.43	0	19.67	40,914	19.87	41,330	20.07	41,746
20.05	1	20.30	42,224	20.50	42,640	20.71	43,077
20.50	2	20.76	43,181	20.97	43,618	21.18	44,054
20.96	3	21.22	44,138	21.43	44,574	21.64	45,011
21.39	4	21.66	45,053	21.88	45,510	22.10	45,968
21.93	5	22.20	46,176	22.42	46,634	22.64	47,091
22.37	6	22.65	47,112	22.88	47,590	23.11	48,069
22.82	7	23.11	48,069	23.34	48,547	23.57	49,026
23.29	8	23.58	49,046	23.82	49,546	24.06	50,045
23.47	10	23.76	49,421	24.00	49,920	24.24	50,419
23.71	15	24.01	49,941	24.25	50,440	24.49	50,939
24.11	20	24.41	50,773	24.65	51,272	24.90	51,792
24.49	25	24.80	51,584	25.05	52,104	25.30	52,624
25.11	27	25.42	52,874	25.67	53,394	25.93	53,934

MECHANIC'S HELPER

ANNUAL HOURS: 2,080.00

CONTRACT DAYS: 260.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
19.18	0	19.42	40,394	19.61	40,789	19.81	41,205
19.18	1	19.42	40,394	19.61	40,789	19.81	41,205
19.18	2	19.42	40,394	19.61	40,789	19.81	41,205
20.04	3	20.29	42,203	20.49	42,619	20.69	43,035
20.04	4	20.29	42,203	20.49	42,619	20.69	43,035
20.51	5	20.77	43,202	20.98	43,638	21.19	44,075
20.82	10	21.08	43,846	21.29	44,283	21.50	44,720
21.06	15	21.32	44,346	21.53	44,782	21.75	45,240
21.60	20	21.87	45,490	22.09	45,947	22.31	46,405
22.14	25	22.42	46,634	22.64	47,091	22.87	47,570
22.69	27	22.97	47,778	23.20	48,256	23.43	48,734

BUS DRIVERS/DISPATCHER

CONTRACT DAYS: 189.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14	2014-15	2015-16
		Rate	Rate	Rate
19.18	0	19.42	19.61	19.81
19.18	1	19.42	19.61	19.81
19.18	2	19.42	19.61	19.81
20.04	3	20.29	20.49	20.69
20.04	4	20.29	20.49	20.69
20.51	5	20.77	20.98	21.19
20.82	10	21.08	21.29	21.50
21.06	15	21.32	21.53	21.75
21.60	20	21.87	22.09	22.31
22.14	25	22.42	22.64	22.87
22.69	27	22.97	23.20	23.43

FIELD TRIPS

1.25%

1.00%

1.00%

Previous Rate	2013-14	2014-15	2015-16
	Rate	Rate	Rate
12.54	12.70	12.83	12.96

8. TREASURER/ACCOUNTING PERSONNEL CLASSIFICATION

TREASURER'S OFFICE STAFF

ANNUAL HOURS: 1,867.50

CONTRACT DAYS: 249.00

1.25%

1.00%

1.00%

Previous Rate	Years Experience	2013-14		2014-15		2015-16	
		Rate	Salary	Rate	Salary	Rate	Salary
15.54	0	15.73	29,376	15.89	29,675	16.05	29,973
16.19	1	16.39	30,608	16.55	30,907	16.72	31,225
16.73	2	16.94	31,635	17.11	31,953	17.28	32,270
17.36	3	17.58	32,831	17.76	33,167	17.94	33,503
17.92	4	18.14	33,876	18.32	34,213	18.50	34,549
18.57	5	18.80	35,109	18.99	35,464	19.18	35,819
19.02	6	19.26	35,968	19.45	36,323	19.64	36,678
19.79	7	20.04	37,425	20.24	37,798	20.44	38,172
20.43	8	20.69	38,639	20.90	39,031	21.11	39,423
20.97	9	21.23	39,647	21.44	40,039	21.65	40,431
21.31	10	21.58	40,301	21.80	40,712	22.02	41,122
21.89	15	22.16	41,384	22.38	41,795	22.60	42,206
22.50	20	22.78	42,542	23.01	42,971	23.24	43,401
23.33	25	23.62	44,110	23.86	44,559	24.10	45,007
23.90	27	24.20	45,194	24.44	45,642	24.68	46,090

APPENDIX B

Memorandum of Understanding

A committee consisting of union field representatives, transportation supervisors, the union president, transportation steward and the administration of interested participant districts will be formed to explore a pilot program for sharing services between area public school districts.

APPENDIX C

Perrysburg Exempted Village School District

OAPSE Local 242 Grievance Form

Step #1 – Grievance Procedure

Grievant's Name: _____ Position: _____

Date and Location of Step One Conference: _____

Reason for Grievance: _____

The Grievance is being filed or appealed to Step #: _____ Date: _____

Administrator/Supervisor Signature and _____
Grievant's Signature

Step #2 – Grievance Procedure

Date of alleged violation: _____

Specific provision(s) of the Negotiated Agreement claimed to be violated: _____

Nature of the grievance (include specific facts): _____

Relief Sought: _____

Signature of Grievant/Union _____ Date _____

Response by Administrator: _____

Signature of Administrator _____ Date _____

This Grievance Form is to be completed in its entirety and submitted to the appropriate Administrator. One copy to Administrator and one copy to Grievant. If you need additional space, use reverse side or attach additional pages.

APPENDIX D

MEMORANDUM OF UNDERSTANDING BETWEEN THE PERRYSBURG EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION AND OAPSE LOCAL 242

This Memorandum of Understanding (MOU) is entered into on the 30th day of August, 2013 between the Perrysburg Exempted Village School District Board of Education (Board) and Ohio Association of Public School Employees Local 242 (OAPSE) for the purpose of addressing issues discussed during the negotiation of the Collective Bargaining Agreement (CBA), effective July 1, 2013 through June 30, 2016. This MOU is effective on the date it is signed by all parties and shall automatically expire on June 30, 2016.

1. In the event any other employee organization receives increases in wages as specifically described below, which are greater than those provided in the CBA, the same increase shall be automatically applied to OAPSE bargaining unit members on the same day the increases are effective for the members of the other employee organization as follows:
 - (a) OAPSE members shall receive the same percentage increase in their base wage schedules as any percentage increase negotiated on the base salary of a teacher with a Bachelor's degree and zero years' experience on the 2012-2013 salary schedule based on a teacher 184 day work year.
 - (b) OAPSE members shall receive the same prospective credit for movement on the salary schedule given to any other member of an employee organization for school years 2011-2012 and 2012-2013.
2. In the event any other employee organization agrees to plan design changes in response to increases in insurance premiums (such as the chart in new Article 19.04(B)(5), the same plan design changes shall be effective for members of the OAPSE bargaining unit on the same day the changes are effective for the members of the other employee organization.
3. This MOU provides the exclusive means by which an OAPSE member's wages, terms, or benefits of employment may be automatically increased based on increases or changes negotiated by any other employee organization.
4. All disputes related to this MOU shall be subject to the grievance procedure (Article 5) of the contract.

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MEMORANDUM OF AGREEMENT BETWEEN THE PERRYSBURG EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION AND OAPSE LOCAL 242

This Memorandum of Agreement (MOA) is entered into on the 17th day of December, 2013 between the Perrysburg Exempted Village School District Board of Education (Board) and Ohio Association of Public School Employees Local 242 (OAPSE) for the purpose of addressing issues discussed during the negotiation of the Collective Bargaining Agreement (CBA), effective July 1, 2013 through June 30, 2016. This MOA is effective on the date it is signed by all parties and shall automatically expire on June 30, 2016. In recognition of the previous Memorandum of Understanding between the parties, dated Aug. 30, 2013, the parties agree that for the term of this agreement, the following language will supersede the language in the agreement between the parties effective July 1, 2013 through June 30, 2016.

1. Article 20.01 shall be amended as follows:

Classified employees will receive an increase of 1.25% effective July 1, 2013, 1.25% effective July 1, 2014 and 1.25% effective July 1, 2015.

Beginning with the 2013-2014 school year, if during a previous school year the employee was placed on the salary schedule at a top consecutive experience step, (i.e., 10 years of experience), the employee shall receive experience credit for his/her service in the District of at least one hundred and twenty (120) days in the 2010-11 and/or 2011-12 school year (2 years' experience for such service in both school years) for all placement on experience steps beyond the last consecutive step in the particular column.

2. Article 19.01(B) is amended to read as follows:

5. If annual premium increases by:	These changes will be made to the plan design
0-6%	ER copay to \$50 Add WebDoc
6-plus to 9%	1 st time Deductibles of \$250-500/500-1000 2d time Copay max to \$500-1000/2500-5000 3d time OV \$20 and rx \$5/20/40
9-plus to 12%	1 st time 1 + 2 above 2d time 3 above 3d time Deductibles to \$500-1,000/2500-5000
>12%	1 st time 1 + 2 above 2d time 3 above 3d time OV \$30 and rx \$5/30/60

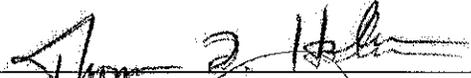
If premium renewal increases during the term of this Agreement cumulatively exceed ten percent (10%), the annual deductible shall be increased to \$250 for single coverage and \$500 for family coverage.

6. **The Board shall implement as soon as feasible an ER copay of \$50 and WebDoc (with any cost for the latter paid by the Board).**

3. This MOA provides the exclusive means by which an OAPSE member's wages, terms, or benefits of employment may be automatically increased based on increases or changes negotiated by any other employee organization.
4. All disputes related to this MOA shall be subject to the grievance procedure (Article 5) of the contract.



OAPSE President



Superintendent



Treasurer



Board President

12-17-13
Date of last signature