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**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**LOCAL #395  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**JULY 1, 2014 - JUNE 30, 2017**

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### Preamble

This Agreement is by and between the Board of Education of the Bluffton Exempted Village School District, hereinafter "Board", and the Ohio Association of Public School Employees (OAPSE) Local #395, hereinafter "Association."

### Article I - Term

This Agreement shall be in full force and effect from July 1, 2014 through June 30, 2017. Either party may give written notice of its desire to negotiate a successor contract at least sixty (60) days before the expiration of this Agreement.

### Article II - Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described bargaining unit.

B. The bargaining unit includes all full-time and regular short hour non-teaching employees in the following positions or classifications who are regularly assigned to a work schedule:

- |                        |                       |
|------------------------|-----------------------|
| a. bus drivers;        | f. custodian-fireman; |
| b. head cooks;         | g. educational aides; |
| c. serving & clean up; | h. head custodian.    |
| d. assistant cooks;    |                       |
| e. custodians;         |                       |

C. Specifically excluded from the bargaining unit are: the Superintendent, Treasurer, Treasurer's Assistant, Principals, Secretaries, all other supervisory, management-level and confidential employees, substitutes, temporary, seasonal or casual employees.

### Article III - Principles and Definitions

A. Employees have the right to join in, participate in, and assist in the Association and they have the right to refrain from such; but neither membership in the Association nor the payment of any dues, fees or assessments to the Association shall be a prerequisite for employment or continuation of employment.

B. The following definitions apply to this Agreement unless otherwise expressly provided:

1. "Day" means a calendar day.

2. "Employee" means a member of the bargaining unit.
3. "Association" means the Ohio Association of Public School Employees Local #395, the Association's members, employees, agents and all others acting on the Association's behalf.
4. "Board" means the Board, its agents, school administrators, and all others acting on the Board's behalf.
5. "District" means the Bluffton Exempted Village School District.
6. "O.R.C." means the Ohio Revised Code.
7. When the terms "he", "his", or "him" are used in this Agreement, those terms shall apply to the female gender also.

#### Article IV - Bargaining Procedure

##### A. Request for Meeting

1. Upon receipt of a written request for a meeting, either party will have five (5) days to reply. A meeting shall be agreed to within fifteen (15) days of such request. Such request shall be submitted between sixty (60) and ninety (90) days prior to expiration of this Agreement.

2. Meetings shall be scheduled so as to not interfere with the normal work schedule of employees. If meetings are requested by the Board during normal working hours, the employee will be paid his regular daily wages.

##### B. Submission of Proposals

All proposals by the Association and the Board shall be submitted in writing at the first meeting. No additional proposals shall be submitted by either party unless otherwise mutually agreed.

##### C. Meeting Procedures

The parties shall meet at places and times mutually agreed upon and meetings shall be held in private.

##### D. Caucus

Upon request, either party may caucus.

E. Protocol

No action to coerce, censor, or penalize any participant in bargaining shall be made or implied by any other participant in bargaining. Both sides agree to conduct themselves in a professional and non-personal manner.

F. Item Agreement

As items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be considered as tentative agreement on that item, or issue, subject to final ratification by the membership of the Association and the Board.

G. Agreement

When full agreement is reached, the outcome shall be reduced to writing. Both parties shall review the draft together to ensure its accuracy. The draft shall then be submitted to the Association and the Board for ratification. If ratified, the draft shall become binding and shall be signed by the Board's representative and the Association's representative.

**Article V - Resolving Differences**

A. If agreement is not reached after full consideration of proposals and counterproposals, either party may declare an impasse on all unresolved issues, and request that a mediator be appointed.

B. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator.

C. This mediation procedure constitutes the parties' mutually agreed-upon dispute resolution procedure and supersedes the statutory procedures contained in O.R.C. §4117.14. The mediation period shall end with the expiration of this Agreement unless extended to some subsequent date by mutual agreement.

**Article VI - Board Rights**

Except as specifically abridged, limited or modified by a specific and express term of this Agreement, the Board retains and reserves to itself and the Administration, without limitation, all powers and authority conferred upon them by law, including the right to assign, direct, supervise and evaluate employees; to schedule employees and determine work hours; to issue, implement and modify reasonable work rules; and otherwise to exercise the rights and responsibilities of the Board under O.R.C. §4117.08 (C) (1-9). The above management rights may be exercised without prior negotiation with the agreement of the Association.

## **Article VII - Payroll Deduction of Dues**

A. The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

B. Deduction shall be in twenty (20) approximately equal bi-weekly installments, beginning with the second pay in October.

C. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Assistant Treasurer. Dues deduction authorization may be revoked by an employee yearly during the ten (10) day period beginning August 22 through August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue. Written notice of revocation shall be served upon the Assistant Treasurer and State Association Treasurer.

D. The Board agrees that any error made in connection with payroll deductions shall be adjusted in the next month's pay period.

E. The Board agrees not to honor any dues deductions authorizations executed in favor of any other labor organization.

F. The Association shall indemnify, defend and hold harmless the Board, its individual members, the Treasurer and any and all other officers and employees of the Board against any and all claims arising from or in any way related to the deduction of dues under the Article.

G. The Board Treasurer will deduct from the earnings of any Association member a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction upon written authorization of the employee. The authorization may be revoked at any time by giving written notice to the Board Treasurer. The PEOPLE contribution will be deducted with the second pay of each month, and the minimum deduction per employee shall be \$5.00 per month. The Treasurer will promptly remit deductions under this Section to the Association with a statement showing the name of each employee affected and the amount of that employee's deduction.

## **Article VIII - Grievance Procedure**

### **A. Terms**

"Grievance" is defined as a claim by an employee or group of employees (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of terms of this Agreement.

"Grievant" is defined as an employee, or any group of employees acting as a class. "Days," as used in this procedure, shall be any day Monday through Friday, exclusive of school observed or federally recognized holidays.

## B. General Provisions

1. The time limits provided in this Article may be extended by written agreement.
2. If an employee fails to complete Step I of the Informal Procedure or fails to file a written grievance or appeal a grievance to the next step by the stated deadline, the grievance shall be considered waived.
3. An employee may bring a grievance on behalf of himself and all other employees similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all employees in the class. The Association may process a grievance on behalf of the bargaining unit for any alleged complaint pertaining to rights, power, or authority granted by this Agreement to the Association.
4. A grievance may be withdrawn at any level, but once withdrawn cannot be refiled. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed.
6. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible.
7. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.
8. This grievance and arbitration procedure shall be the exclusive remedy for any matter or dispute which is or could have been the subject of a grievance.

## C. Informal Procedure

### Step I

An employee who feels he/she has a grievance shall first meet informally (within five (5) days of the alleged violation) with the principal or immediate supervisor in an effort to resolve the problem. Any grievance not so discussed within the five (5) day limit shall constitute waiver of such grievance.

#### D. Formal Procedure

##### Step II

If a grievance is not resolved at the informal step, the grievant may submit a formal written grievance to the grievant's immediate supervisor. Within five (5) days of receipt of the formal grievance, the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance. A copy of the disposition shall be given to the grievant and the Superintendent within this five (5) day period.

##### Step III

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit the grievance in writing to the Superintendent/designee within ten (10) days of receipt of its disposition at Step I Level. Within ten (10) days of receipt of the grievance form, the Superintendent/designee shall meet the grievant and then write a disposition of the grievance. A grievant may be represented at this meeting by a person of his or her choice. A copy of the disposition shall be given to the grievant and to the immediate supervisor within this ten (10) day period.

##### Step IV

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant may submit the grievance in writing to the Board President within ten (10) days after receiving the disposition by the Superintendent. A copy shall also be given to the Superintendent and Treasurer.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session, but any action on the grievance shall be in public session. Such meeting shall be held within thirty (30) calendar days of receipt by the President of a Step IV grievance.

The Board shall be entitled to be represented by counsel. The grievant may be represented at this meeting by a person of his or her choice. The disposition of the grievance shall be written, signed by the Board, and given to the grievant by the Board President within ten (10) days following the meeting with the grievant.

##### Step V

a. If the grievance is not satisfactorily resolved with the disposition made by the Board, the Association may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Board or its designee within five (5) days of the Step IV answer, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the Federal Mediation and Conciliation Service to furnish

the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternate to strike first on each successive panel after the first panel), with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Association and the Board to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.

b. The authority of the arbitrator and his opinion and award shall be exclusively limited to interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for the arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant and the Board shall be final and binding upon the grievant, the Association and the Board.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the Federal Mediation and Conciliation Service, if any, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party

they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

### **Article IX - Job Description**

A. The Association shall be furnished with a copy of the job description of each classification covered under this Agreement.

B. Prior to any change in any job description covered under this Agreement, the Association shall be notified of such changes anticipated and the effective date of such change.

### **Article X - Employee Discipline, Nonrenewal and Discharge**

#### **A. Probationary Period**

1. Newly hired employees must complete a ninety (90) day probationary period at Step 0 on their respective salary schedule unless E. of Article XXVIII applies. Said probationary period is to include paid work days and paid holidays. If the employee is employed beyond this period, he will be issued an individual contract consistent with Section C, paragraph 3 of this Article. Said contract shall be issued at Step 1 for the remainder of the position's usual contract period. It should be noted the employee will advance to Step 2 for the next proceeding contract period only if he has acquired at least 120 days during the probationary period and the period he was at Step 1 combined. If he has not acquired 120 days or more during the aforementioned time frame, that said contract will be issued at Step 1 again.

2. Probationary employees shall not be subject to the terms of this Agreement but shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable or otherwise subject to challenge.

#### **B. Discipline and Discharge**

1. An employee may be suspended or terminated during his contract of employment only for just cause. Before imposing any such action, the Superintendent or his designee shall give the employee an opportunity to meet with him to discuss the intended action and to receive any explanation from the employee. The employee may be accompanied by an Association Representative.

2. The Superintendent may impose a suspension for up to thirty (30) days without pay. The Board only shall terminate an employee's contract. The Superintendent shall give the

Association President and the employee notice of the decision to suspend or terminate. Such actions shall be subject to the grievance procedure.

### C. Nonrenewal

1. This Article in no way affects or limits the Board's authority to nonrenew a limited contract pursuant to O.R.C. §3319.081-.083.

2. The Board may nonrenew the limited contract of an employee by giving him notice of nonrenewal on or before June 1 of the year the contract expires.

3. A regular employee must be employed for at least one hundred twenty (120) work days in active pay status during a school year for that year's contract to be considered the employee's first contract under O.R.C. §3319.081(A). If the employee is not employed for at least one hundred twenty (120) days, the employee, if re-employed, shall be considered to have his first contract under O.R.C. §3319.081(A) during the next school year.

## Article XI - Workers' Compensation

1. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio.

2. An injury incurred while performing assigned responsibilities must be reported to the injured employee's supervisor or other designated representative.

## Article XII - No Strikes

1. The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the life of this Agreement.

2. The Board agrees that it will not lock out bargaining unit employees during the life of this Agreement.

## Article XIII - Personal Leave

Employees shall be entitled to two (2) days of paid personal leave per school year. These days are to be used for matters which cannot be scheduled outside of regular hours. A written request must, except in case of emergency, be made to the immediate supervisor or the Superintendent at least forty-eight (48) hours prior to leave. An employee who does not use all personal leave days in a given school year may carry over two (2) days of such leave into the

next succeeding school year. Thus, the maximum number of days an employee may use in any school year is four (4).

Personal leave must be approved in advance by the Superintendent or his designee. In no event will more than two (2) employees within a particular employee grouping (that is, Bus Drivers, Cafeteria Workers, Educational Aides, and Custodians) that appears in the Wage Schedule attached at the end of this Agreement be approved for personal leave on the same day. Personal leave can only be used in at least one-half day units, except for kindergarten bus route drivers. Kindergarten drivers will be assessed leave in proportion with the number of hours regularly scheduled to work per day. These days are in no instance to be used as work stoppage. Days cannot be used to start early or extend a vacation or a holiday.

#### **Article XIV - Professional Leave/OAPSE Leave**

A. Employees, upon the recommendation of the Superintendent and approval of the Board, may use professional leave to attend workshops or conferences to improve their job skills or knowledge. If attendance is approved, reimbursable expenses shall include registration, mileage, and any necessary meals. Mileage and meals shall be paid according to Board policy. Lodging may be reimbursed, based on advance approval by the Superintendent.

B. The Board agrees to permit one (1) official Association delegate to attend the OAPSE Annual Conference with continuity of salary. All conference costs and expenses will be paid by the Association.

C. The Association President may request in writing, no more than once a month, a meeting with the Superintendent. A meeting time shall then be established.

#### **Article XV - Physical Examinations and Drug Testing**

A. The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board shall pay the cost of such x-ray or examination as long as the examination includes only those items on a prescribed physical form. The cost of any test of an employee required by Ohio or federal law will also be paid by the Board.

B. The Board may take such actions as it reasonably deems necessary to comply with the Omnibus Transportation Employee Testing Act of 1991 and implement regulations issued thereunder. Neither decisions on how the Board will comply nor the effects of such decisions require bargaining with the Association so long as such decisions reasonably relate to compliance requirements.

C. The Board agrees to pay a maximum of \$60 toward the required background checks of current employees starting January 1, 2008. Employees must provide a receipt of the background check that was completed in order to be reimbursed. New employees must pay the initial full amount for his background check.

## Article XVI - Vacancies and Bid Procedure

A. When a vacancy occurs in a full-time or regular short-hour position in the bargaining unit, the Superintendent shall post a dated notice, indicating the position vacancy and qualifications, on a bulletin board in each building for a period of five (5) working days. Interested employees may have their applications considered by filing a written application with the Superintendent within the first five (5) full working days of the posting. Applications filed after the fifth full day of the posting will not be considered. It is understood that the Superintendent will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Superintendent's right to not fill a posted vacancy, or his right to hire someone from the outside if he determines that no current employees have the desired qualifications and experience.

B. Notwithstanding the last clause of the last sentence of Section A of this Article, with respect to a vacancy within a particular job classification, the Superintendent will award the position to the applicant from within that same classification, if any, who has greater seniority; it is mutually understood that this sentence does not apply to promotional bargaining unit vacancies or to the job classification of Educational Aides. If no employee from within the same job classification applies for the vacancy, or if the vacancy is in the classification of Educational Aides, the Superintendent will select the applicant he deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, and seniority.

C. Bus drivers shall not be subject to Section B above when bidding on bus driver positions. Such employees shall be subject to the following procedure:

1. The bidding employee with the most classification seniority within the bus driver classification shall be awarded the vacant position subject to a sixty (60) work day probationary period.
2. If said employee is removed and returned to his or her prior position, which may be done at the discretion of the Superintendent any time before the completion of sixty (60) work days, the next senior bidding employee within the bus driver classification will be placed in like probationary period. The Superintendent's decision to return a bus driver to his/her prior position shall not be arbitrary or unreasonable.
3. If this second employee is removed and returned to his or her prior position, which may be done at the discretion of the Superintendent anytime before the completion of sixty (60) work days, the vacancy will be filled in accordance with paragraph 5 below.
4. After sixty (60) work days in the awarded job, the job will be considered the employee's regular assignment.

5. If the vacancy is not filled by the above process, or if no bids are received from within the classification in which the vacancy exists, the Superintendent has the right to fill the position according to his own procedures and discretion.
6. If a bus driver who obtains a position through this procedure is returned, or requests a return, to his/her prior position, he/she may not bid on another bus driver position for a period of one (1) year.

D. For purposes of this Article, seniority is defined as continuous service in the regular employ of the Board. If two (2) or more employees were hired by the Board on the same date, a coin flip shall determine the most senior.

E. Vacancies caused by vacations, leaves of absence, or similar conditions, shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Superintendent without regard to this job bidding procedure.

F. All postings should be e-mailed in the summer if the bargaining unit member requests such in writing to the central office prior to the end of the school year.

#### **Article XVII - Layoff and Recall**

All bargaining unit classifications and positions shall be filled by employees of the Board.

A. If the Board determines to reduce the number of employees in a job classification due to abolishment of positions, building closures, lack of funds or lack of work, the following procedure shall govern:

1. The number of people affected by the reduction in force will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position.

2. Affected employees shall be laid off according to seniority within the classification with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service as a regular employee with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In case of identical seniority, the Administration and Board shall determine which employee shall be laid off first.

3. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

- a. Custodial;
- b. Pupil Transportation;

- c. Food Service;
- d. Educational Aides.

4. The Board shall determine in which classifications layoffs should occur and the number of employees to be laid off.

5. Twenty (20) days prior to the effective date of the layoffs, the Board shall prepare and post for inspection in a conspicuous place a seniority list containing the names, hire dates, and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff, which shall state the following:

- a. reasons for the layoff or reduction;
- b. the effective date of the layoff;
- c. statement advising the employee of his right of reinstatement from the layoff.

6. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

7. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. An employee shall have seven (7) days after notice of the offer or reinstatement has been sent by certified mail to the employee's most recent address of record to accept the offer of recall. The recalled employee must report to work within two (2) weeks of acceptance of recall. Any employee who declines reinstatement or does not report within the two (2) week period shall be removed from the reinstatement list.

8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of the layoff. If reinstated from layoff during this period, such employee shall retain all uninterrupted accumulated seniority.

#### **Article XVIII - Holidays**

A. All eleven (11) or twelve (12) month employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days; New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day of Christmas Eve, and Christmas Day of each year.

B. All nine (9) or ten (10) month employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days; New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day of each year.

C. All work performed on any of the above holidays shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate. Payment shall either be in cash or in compensatory time off. There shall be no pyramiding of any overtime or premium rates.

D. Holidays which fall on a Saturday or Sunday will be observed on the following Monday unless school is in session for students on that Monday.

#### **Article XIX - Vacations**

A. All eleven (11) and twelve (12) month employees are entitled to and shall be granted two (2) weeks of vacation with pay each year for nine (9) years of service. A newly hired employee must work at least nine (9) months before any vacation will be approved.

B. All eleven (11) and twelve (12) month employees are entitled to and shall be granted three (3) weeks of vacation with pay each year for the next five (5) years.

C. All eleven (11) and twelve (12) month employees are entitled to and shall be granted four (4) weeks of vacation with pay each year thereafter. If more than one (1) employee applies for the same vacation time during the school year, seniority will determine which vacation request will be granted.

D. Vacation requests are to be presented to the Superintendent, who has final authority to set vacation schedules. Priority for vacation times will be given according to seniority when possible.

E. Payment for vacation will be made in the regular pay check.

F. Vacation days normally are to be taken during the contract year. They may be accumulated not to exceed the number of days eligible for in any two (2) year period. Special permission must be granted by the Superintendent before vacation can be accumulated in excess of the two (2) years' worth.

#### **Article XX - Sick Leave**

A. Each full-time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days of

each completed month of service. Employees may use sick leave, upon approval of the Superintendent, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or illness or death in the immediate family, and shall be cumulative up to two hundred (200) work days. Those employees who render part-time service, shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

B. Each new employee who has no accumulated sick leave shall be entitled to an advancement of five (5) sick days, to be charged against the sick leave he subsequently accumulates under this Article.

Each employee under regular or full-time contract having used all available sick leave, but absent because of illness will continue to accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month.

C. A new employee who, preceding his employment, has been in the employ of another board of education, county, municipal government in Ohio, or the State of Ohio will receive full credit for up to two hundred (200) days sick leave accumulated in previous employment as shown in the records of the last employing organization.

D. Employees who are absent when school is canceled shall not be charged with sick leave as long as the Board does not incur substitute cost for said days.

E. An employee's immediate family is defined to include, regardless of residence, father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandparent, grandchild, a minor child under foster care, and a minor child of whom the employee has legal custody. An employee may use up to one (1) day of sick leave in a school year to attend the funeral(s) of an aunt, uncle, niece or nephew, brother-in-law, sister-in-law, or grandparent-in-law.

### **Article XXI - Family and Medical Leave**

An employee may use unpaid Family Leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 ("Act") as follows:

A. The employee desiring Family Leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice must specify that "Family Leave" will be the type of leave taken.

B. During Family Leave the Board shall continue to pay the contribution it makes for a bargaining unit member on the active payroll to continue participation in insurance fringe benefits. The employee must pay the employee portion of the premium for any such insurance to the Treasurer by the first day of the month in which the employee desires to have the insurance

coverage continued. If the employee does not pay the employee contribution, the Board will not be obligated to contribute its share to maintain the coverage.

C. The twelve (12) month period during which an eligible employee may qualify for up to twelve (12) weeks of Family Leave shall be each school year (July 1 through June 30).

D. With respect to an employee's use of accrued paid sick leave, the Board agrees not to require the substitution of such leave for any part of the employee's annual entitlement to Family Leave under the Act based on the serious health condition of the employee or a family member where the use of sick leave does not exceed three (3) consecutive work days. If the employee's use of sick leave does exceed three (3) consecutive work days, and if the use is based on a serious health condition as defined in the Act, such sick leave will be substituted, to the extent of the amount of sick leave used, for Family Leave provided under the Act. The employee may be required to furnish sufficient information to permit an informed decision on whether the use of sick leave is based on a serious health condition as defined in the Act.

E. Except as otherwise provided above, the employee and Board may exercise any options available to the employee or Board under the terms of the Act.

#### **Article XXII - Severance Pay**

A. An employee retiring from the District shall be paid upon retirement at the daily rate earned in the last year of employment for up to twenty-five percent (25%) of the accumulated sick leave days. The maximum severance pay authorized under this Section shall not exceed fifty (50) days. Such conversion of sick leave to severance pay will eliminate all sick leave accrued but unused by the employee.

B. Severance pay shall be a one time, lump sum payment to eligible employees according to the following criteria:

1. The employee retires from the school system;
2. Retirement shall mean disability or service retirement under O.R.C. Chapter 3309.
3. The individual must within one hundred twenty (120) days of the last day of employment prove acceptance into the retirement system by having received his first retirement check.
4. The employee must have not less than ten (10) years of service with this District, the State and/or its political subdivisions.

### **Article XXIII - Personnel Records**

A. All personnel records are considered confidential and shall not be open to public inspection, subject to all relevant state and federal statutes.

B. Access to personnel files shall be limited to persons authorized by the Superintendent or his designee to use such files. However, an employee may have access to his own personnel file at all reasonable times (i.e. during regular school office hours), as long as it does not interfere with the performance of that employee's duties, with the exception that access will not be granted to references provided to the District on a confidential basis prior to employment. An employee may examine his personnel file in the presence of the Superintendent or his designee, and may not remove the file from the immediate office area. The right to access shall include the right to make written objections to information contained in the file. Any written objection must be signed by the employee, and it shall become part of the employee's file.

C. No negative comment shall be placed in an employee's file unless it is signed by the person making the comment and the employee is informed of the comment and afforded the opportunity to include his written response in his file. No material shall be placed in an employee's file which comes from any anonymous source.

### **Article XXIV - Evaluations**

A. The Board shall implement and maintain an evaluation procedure. The Board shall not change the evaluation format currently in effect unless it first negotiates with the Association in good faith with respect to proposed changes in the procedure. Such negotiations may be initiated by written notice from the Superintendent to the Association President. The negotiations shall be conducted by a joint committee of no more than four members of the Association and a committee appointed by the Superintendent.

B. Employees can only grieve alleged violations of the procedural aspects of the evaluation process. Employees cannot grieve the substance of the evaluation unless the employee is disciplined as a result of the evaluations.

### **Article XXV - Payroll Practices**

A. All regular employees will be paid by electronic direct deposit at two-week intervals. If a new employee is hired between pay periods, no more than five (5) days pay will be withheld from that employee until the next regular pay period. Any error in any employee's pay will be corrected as soon as possible. The employee shall not suffer the inconvenience of waiting for the error to be corrected if the error is \$100.00 or more.

B. The employee's pay record will display usage and balance of the following types of leave:

- a. Sick
- b. Personal
- c. Vacation

C. Employees will receive a year's service credit unless there is a step freeze pursuant to article XXVIII(A) on the salary schedule for each school year in which they are in active pay status at least one hundred twenty (120) work days under regular contract as a full-time or regular part-time employee for the Board.

D. Overtime shall be paid the pay period following the pay period in which the overtime was earned. In order for extra trips to be compensated in this manner, the trip sheet must be in to the transportation supervisor by noon on the first workday of the pay period in which the overtime is to be paid. The trip sheets being paid will be included with that paycheck.

#### **Article XXVI - Calamity Days**

A. All employees shall be paid their appropriate rate of pay for all days or parts of days when the schools in which they are employed are closed due to an epidemic or other public calamity in which the days do not have to be made up. The Superintendent will determine when, how and whether work time will be made up due to the closing of schools for weather or other public calamity.

B. Those required to work days when school is closed to maintain the normal operation of the building or employees who have already reported to work shall receive time and one half for those hours actually worked. That rate includes the pay received in Section A above. The Superintendent shall determine who shall be assigned to work on such days.

C. An employee required to work on a day when school is closed due to weather may, with permission from his or her supervisor, use a personal day, vacation day or accumulated compensatory time in lieu of a loss of a day's pay, if the employee is unable to travel due to severe weather conditions (such as Level 3 snow emergency declared by Allen County sheriff).

#### **Article XXVII - Insurance Benefits**

##### **A. Life Insurance**

Employees who are scheduled to work four (4) hours or more per day on a regular contract shall be eligible to receive life insurance in the amount of \$25,000.00. (Such insurance shall include provisions for double indemnity in the case of accidental death; disability coverage benefit; and conversion privilege, as well as guaranteed insurability.)

##### **B. Medical Insurance**

Employees may enroll in any health benefits plan offered by the Allen County Schools Health Benefits Consortium Plan. Information regarding the plan is available upon request to the central office.

If the state of Ohio or the federal government enacts legislation affecting the provision of health care benefits to school employees, and the Board determines to leave the Allen County Schools Health Benefits Consortium Plan, then sections B-D of this Article become ineffective when the legislation takes effect or when the Board determines to leave the consortium, whichever occurs first.

#### C. Dental Insurance

Employees on a regular contract shall be eligible to receive dental insurance coverage at least equal to the coverage in effect for the certificated staff.

- D. 1. The Board will pay 80% and the employee will pay 20% of the monthly cost for single or family coverage Dental Insurance.
2. The Board's contribution to the cost of Medical Insurance shall be:
  - a. For enrollment in the MDHP plan, a dollar amount equal to seventy-eight percent (78%) of the premium funding cost for single or family coverage.
  - b. For enrollment in any plan that is less costly per month than the MDHP plan, ninety percent (90%) of the monthly premium funding cost.
  - c. For enrollment in any plan that is more costly than the MDHP plan, the dollar amounts set forth in (2)(a) above.

E. The Board has the discretion to determine the insurance carrier(s) or other means of providing the above insurance benefits.

F. The Board shall make no contribution per Section D of this Article for employees who are regularly scheduled to work fewer than twenty (20) hours per week. The Board shall make the entire contribution per Section D of this Article for employees who are regularly scheduled to work forty (40) hours or more per week. Employees who are regularly scheduled to work at least twenty (20) but fewer than forty (40) hours per week shall receive the insurance benefits of Sections B-D of this Article like forty (40) hour employees unless they voluntarily bid for and take a job with the Board for less than twenty (20) hours per week.

#### G. Flexible Spending Account

The Board will contribute \$500 per calendar year to a flexible spending account for all insurance eligible employees. The Board will provide an additional stipend of \$750 for all insurance eligible employees. Employees may contribute pre-tax dollars to their flexible

spending account with no roll-over available. If an employee is enrolled for an entire insurance year in a high deductible plan with an HSA, the Board shall pay the employee \$1250 in December of that insurance year.

### **Article XXVIII - Wages and Hours**

A. Employees will be paid for authorized and assigned work hours at the hourly rate provided for in the wage schedule attached as Appendix A (which reflects a 2% increase in year 2014-2015, a 1.5% increase in 2015-2016, and a 1% increase in 2016-2017).

1. Effective at the beginning of the 2014-15 school year, bargaining unit members shall be credited with one year service credit as compared to their service credit in the 2013-2014 school year and be advanced, as applicable.

2. Effective at the beginning of the 2015-16 school year, bargaining unit members shall be credited with one year service credit as compared to their service credit in the 2014-15 school year and be advanced, as applicable.

3. Effective at the beginning of the 2016-17 school year, bargaining unit members shall be credited with one year of service credit as compared to their service credit in the 2015-16 school year, and be advanced, as applicable.

B. The Board necessarily retains the right to require employees to work more than their regularly scheduled work hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determines the needs of the District. The Administration will give two (2) hours notice of mandatory overtime, if possible.

C. A full-time 12-month employee who maintains perfect attendance for an entire school year will be paid an attendance bonus of \$325 (less applicable payroll withholdings) on the first regularly scheduled payday in July. A full-time 9-month employee who maintains perfect attendance for an entire school year will be paid an attendance bonus of \$275 (less applicable payroll withholdings) on the last regularly scheduled payday in June. In the case of a part-time 12-month or 9-month employee, the bonus amount will be prorated, except that in no event will the amount be less than \$100. For purposes of this provision, only absences due to approved vacation days, holidays, approved professional leave, and mandatory jury duty service will not be counted against the employee's perfect attendance.

D. The Board may require employees in the following classifications to remain in their assigned buildings during the paid lunch when school is in session for students:

- a. cooks;
- b. custodians;
- c. educational aides.

E. In general an employee will be placed at Step 0 on the respective salary schedule during the probationary period and advanced to Step 1 if employed beyond this period.

The following exceptions may apply:

1. If an employee is a current Bluffton employee and applies for a different job classification, up to five (5) years will transfer to the new job salary placement.
2. A new employee to the system may be given up to five (5) years service credit if their prior position was the same in another school district.
3. A new employee who did not work in a school system but held a similar position may be granted up to five (5) years service credit if the OAPSE Local #395 president and superintendent agree the positions are substantially the same.

Note: Employee must still complete the ninety (90) day probationary period.

F. A head custodian is paid \$1.00 more per hour.

G. Wage Schedules can be found as Appendix A.

#### **Article XXIX - Overtime**

A. "Overtime" is the work time required of the employee in any calendar week in excess of forty (40) hours or in any work day in excess of ten (10) hours. Only hours when the employee is on the job in the active performance of services for the District shall be credited toward such forty (40) or ten (10) hours, except that calamity day hours not worked but paid under Article XXVI of this Agreement shall also be counted for this purpose.

B. Work required by the Board beyond the hours and days for which the employee is scheduled to work shall be compensated at the employee's regular rate of pay unless such time constitutes overtime. Overtime must be authorized in advance by the Superintendent or his designee. The Board will compensate overtime work at one and one-half (1-1/2) times the employee's regular rate of pay. If the Board or its designee and the employee agree, the employee will be allowed to take compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime work. An employee may not accrue more than two hundred forty (240) hours of unused compensatory time. Compensatory time off shall be scheduled with approval of the appropriate supervisor or administrator. Compensatory time off must be used during the same fiscal year (July 1-June 30) in which it is earned or it will be paid off on June 30 at one and one-half (1-1/2) times the employee's regular rate of pay then in effect.

C. Payment of overtime shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime be used for the

same hours. For purposes of computing overtime pay, holidays, personal leave days, sick leave days, and compensatory time taken shall not be treated as hours worked.

D. If a custodian who is off duty and off school premises is called in to open and/or close a building for a school or non-school activity, the employee will receive a minimum of one (1) hour of pay (at the employee's regular rate or overtime rate, whichever is applicable) for opening and a minimum of one and one-half (1 ½ ) hours of pay for closing the building.

E. A Food Service employee asked to work beyond normal working hours for the purpose of taking inventory will receive his/her regular rate for such inventory work.

### **Article XXX - Sporting Events**

Employees may attend home athletic events, other than tournaments, without general admission charge upon presentation of the employee's personal I.D. card issued by the Board.

### **Article XXXI - Extra Trips and Recertification**

All extra trips except those that interfere with regular routes will be assigned to regular drivers who have agreed to take trips and who work less than forty (40) hours a week for the District. If a regular driver is not available, a substitute may be used.

Extra trips will be paid at step 0 from time of scheduled departure until time of return. If drivers are assigned extra trips which are canceled after they arrive at the pick-up point they will receive \$10.00.

On board instructor (OBI) shall be paid at regular hourly rate of pay.

The trips are assigned in order starting with the senior driver who works less than forty (40) hours a week for the District, working down the list and starting over again. Any extra trip refused will be charged to the driver and reassigned to the driver who is next on the list for a trip. The list will be available for viewing by any interested driver.

Trips refused within forty-eight (48) hours of the departure time will be assigned to any bus driver available to take the trip. Any trip turned in within forty-eight (48) hours will count as two (2) trips against the driver, unless the turn-in is caused by sick leave or personal leave. Only actual driving time over ten (10) hours will be paid as overtime.

No teaching employee may drive a bus on an extra trip for his own coaching area after school hours.

The Board will continue to reimburse a driver for the cost of renewing his/her C.D.L., provided the driver submits a receipt for the cost within four (4) weeks of the renewal.

With respect to driver recertification (but not initial certification) through the Ohio Department of Education, the Board will pay the affected driver at the hourly rate of \$14.26 for up to nine (9) hours outside the driver's regularly scheduled work hours per six-year recertification period. This provision does not require compensation for travel time to and from the training site. The Board will also pay drivers at the hourly rate of \$14.26 for the District's four (4) hours of mandatory in-service per school year. With respect to fingerprinting in connection with recertification, the Board will reimburse the driver for the cost, with the further understanding that, if the driver should leave the Board's employ for any reason, other than retirement under SERS, within twelve (12) months following recertification, the Board may recoup this amount from the driver by payroll deduction.

Field trips scheduled for the entire length of a school day, when school is in session, shall be offered to regular route drivers first. The current trip list and process will be used to determine what driver is awarded the trip. The vacant route will be filled by an available driver or substitute.

#### **Article XXXII - Cafeteria Assistant Cook Sub Pay**

A. The cafeteria assistant cook will receive fifty cents (\$.50) above his hourly rate when the head cook is absent from work.

B. In each cafeteria, employees shall be offered the opportunity to move up to the next greatest number of hours position to substitute for an absent employee where the absence is known by at least 11:00 a.m. on the preceding school day. If there are more than one employee with the same number of hours, the most senior employee will be offered the chance to move up. Consecutive days of absence will be treated as one occurrence.

C. Student helpers in the cafeteria will be restricted to five (5) per building during serving hours (11-1).

#### **Article XXXIII - Boiler License Renewal**

The Board shall pay for annual boiler license renewal for those employees required to be licensed.

#### **Article XXXIV - Admission of Employee's Child Tuition-Free**

Any dependent child of a full-time employee may attend District schools through the open enrollment policy. The employee is responsible for being aware of, and ensuring compliance with, any Ohio High School Athletic Association transfer policies that may apply.

### **Article XXXV - Board Minutes/Agendas**

A copy of the agenda for regular Board of Education meetings shall be delivered to the union president in his/her work mailbox or work area prior to each regular meeting.

### **Article XXXVI - Scope and Severability**

A. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Association and between the Board and any employee within the bargaining unit and constitutes the entire agreement of the parties. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to collective bargaining and that the Association expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Board or any of its agents with violating in raising a grievance.

C. Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours, terms and conditions of employment of bargaining unit members and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, within thirty (30) days begin to negotiate in good faith regarding any necessary change in this Agreement or within such time as the parties mutually agree.

OAPSE AND  
LOCAL #395

By: Daryl Shields

Title: Union President

By: Don Prowant

Title: VICE PRESIDENT

Date: 9-16-14

Ann Jones  
Treasurer

Robin Macdonell  
Secretary

Ben Speer  
OAPSE F.R.

BLUFFTON EXEMPTED VILLAGE SCHOOL  
DISTRICT BOARD OF EDUCATION

By: Jeff Jones

Title: Superintendent

By: Renee H. Smith

Title: Board President

Date: 9/23/14

**SALARY SCHEDULE FOR BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT**

2014/2015	% INCREASE	0.0200	1 Step Increment						
	1	2	3	4	5	6	7		
	BUS DRIVERS	CAFÉ-PART TIME	CAFÉ-ASSISTANT	CAFÉ-HEAD COOK	AIDES	CUSTODIAN-FIRE	CUSTODIANS		
	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR		
STEP	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
0	\$ 14.55	\$ 11.46	\$ 12.22	\$ 13.36	\$ 12.27	\$ 14.80	\$ 14.19		
1	\$ 14.75	\$ 11.65	\$ 12.35	\$ 13.50	\$ 12.54	\$ 15.20	\$ 14.61		
2	\$ 15.03	\$ 11.81	\$ 12.55	\$ 13.73	\$ 12.66	\$ 15.47	\$ 14.89		
3	\$ 15.45	\$ 11.97	\$ 12.70	\$ 13.86	\$ 12.72	\$ 15.73	\$ 15.06		
4	\$ 15.52	\$ 12.20	\$ 12.91	\$ 14.12	\$ 12.82	\$ 15.97	\$ 15.32		
5	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
6	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
7	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
8	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
9	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
10	\$ 15.85	\$ 12.46	\$ 13.19	\$ 14.37	\$ 13.14	\$ 16.32	\$ 15.65		
11	\$ 16.17	\$ 12.79	\$ 13.50	\$ 14.70	\$ 13.46	\$ 16.60	\$ 15.93		
12	\$ 16.17	\$ 12.79	\$ 13.50	\$ 14.70	\$ 13.46	\$ 16.60	\$ 15.93		
13	\$ 16.17	\$ 12.79	\$ 13.50	\$ 14.70	\$ 13.46	\$ 16.60	\$ 15.93		
14	\$ 16.17	\$ 12.79	\$ 13.50	\$ 14.70	\$ 13.46	\$ 16.60	\$ 15.93		
15	\$ 16.17	\$ 12.79	\$ 13.50	\$ 14.70	\$ 13.46	\$ 16.60	\$ 15.93		
16	\$ 16.47	\$ 13.10	\$ 13.82	\$ 15.02	\$ 13.80	\$ 16.94	\$ 16.25		

**SALARY SCHEDULE FOR BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT**

2015/2016	% INCREASE	0.0150	1 Step Increment						
	1	2	3	4	5	6	7		
	BUS DRIVERS	CAFÉ-PART TIME	CAFÉ-ASSISTANT	CAFÉ-HEAD COOK	AIDES	CUSTODIAN-FIRE	CUSTODIANS		
	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	
STEP	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
0	\$ 14.77	\$ 11.63	\$ 12.40	\$ 13.56	\$ 12.45	\$ 15.02	\$ 14.40		
1	\$ 14.97	\$ 11.82	\$ 12.54	\$ 13.70	\$ 12.73	\$ 15.43	\$ 14.83		
2	\$ 15.26	\$ 11.99	\$ 12.74	\$ 13.94	\$ 12.85	\$ 15.70	\$ 15.11		
3	\$ 15.68	\$ 12.15	\$ 12.89	\$ 14.07	\$ 12.91	\$ 15.97	\$ 15.29		
4	\$ 15.75	\$ 12.38	\$ 13.10	\$ 14.33	\$ 13.01	\$ 16.21	\$ 15.55		
5	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
6	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
7	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
8	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
9	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
10	\$ 16.09	\$ 12.65	\$ 13.39	\$ 14.59	\$ 13.34	\$ 16.56	\$ 15.88		
11	\$ 16.41	\$ 12.98	\$ 13.70	\$ 14.92	\$ 13.66	\$ 16.85	\$ 16.17		
12	\$ 16.41	\$ 12.98	\$ 13.70	\$ 14.92	\$ 13.66	\$ 16.85	\$ 16.17		
13	\$ 16.41	\$ 12.98	\$ 13.70	\$ 14.92	\$ 13.66	\$ 16.85	\$ 16.17		
14	\$ 16.41	\$ 12.98	\$ 13.70	\$ 14.92	\$ 13.66	\$ 16.85	\$ 16.17		
15	\$ 16.41	\$ 12.98	\$ 13.70	\$ 14.92	\$ 13.66	\$ 16.85	\$ 16.17		
16	\$ 16.72	\$ 13.30	\$ 14.03	\$ 15.25	\$ 14.01	\$ 17.19	\$ 16.49		

**SALARY SCHEDULE FOR BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT**

2016/2017	% INCREASE	0.0100	1 Step Increment						
	1	2	3	4	5	6	7		
	BUS DRIVERS	CAFÉ-PART TIME	CAFÉ-ASSISTANT	CAFÉ-HEAD COOK	AIDES	CUSTODIAN-FIRE	CUSTODIANS		
	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	DOLLAR	
STEP	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	
0	\$ 14.92	\$ 11.75	\$ 12.52	\$ 13.70	\$ 12.57	\$ 15.17	\$ 14.54		
1	\$ 15.12	\$ 11.94	\$ 12.67	\$ 13.84	\$ 12.86	\$ 15.58	\$ 14.98		
2	\$ 15.41	\$ 12.11	\$ 12.87	\$ 14.08	\$ 12.98	\$ 15.86	\$ 15.26		
3	\$ 15.84	\$ 12.27	\$ 13.02	\$ 14.21	\$ 13.04	\$ 16.13	\$ 15.44		
4	\$ 15.91	\$ 12.50	\$ 13.23	\$ 14.47	\$ 13.14	\$ 16.37	\$ 15.71		
5	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
6	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
7	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
8	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
9	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
10	\$ 16.25	\$ 12.78	\$ 13.52	\$ 14.74	\$ 13.47	\$ 16.73	\$ 16.04		
11	\$ 16.57	\$ 13.11	\$ 13.84	\$ 15.07	\$ 13.80	\$ 17.02	\$ 16.33		
12	\$ 16.57	\$ 13.11	\$ 13.84	\$ 15.07	\$ 13.80	\$ 17.02	\$ 16.33		
13	\$ 16.57	\$ 13.11	\$ 13.84	\$ 15.07	\$ 13.80	\$ 17.02	\$ 16.33		
14	\$ 16.57	\$ 13.11	\$ 13.84	\$ 15.07	\$ 13.80	\$ 17.02	\$ 16.33		
15	\$ 16.57	\$ 13.11	\$ 13.84	\$ 15.07	\$ 13.80	\$ 17.02	\$ 16.33		
16	\$ 16.89	\$ 13.43	\$ 14.17	\$ 15.40	\$ 14.15	\$ 17.36	\$ 16.65		

**APPENDIX B**

9/19/2005

**BLUFFTON EXEMPTED VILLAGE  
Classified Grievance Form**

\_\_\_\_\_  
Work Location (Please Print)

\_\_\_\_\_  
Grievant's Name (Please Print)

**STATEMENT OF GRIEVANCE:**

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

Section of Agreement claimed to have been violated: \_\_\_\_\_

Date, Time and Location of occurrence: \_\_\_\_\_

Relief requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STEP II:**

**I hereby request that my grievance be forwarded to Step II:**

Date: \_\_\_\_\_ Grievance Signature: \_\_\_\_\_

Received by Immediate Supervisor/Designee: \_\_\_\_\_  
Date Immediate Supervisor/Designee Signature

Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Response: \_\_\_\_\_  
Date Immediate Supervisor/Designee Signature

**BLUFFTON EXEMPTED VILLAGE  
Classified Grievance Form  
Page 2**

**Step III:**

**I hereby request that my grievance be forwarded to Step III.**

Date: \_\_\_\_\_ Grievant's or Steward Signature: \_\_\_\_\_

Received by Superintendent/Designee: \_\_\_\_\_  
Date Superintendent/Designee Signature

Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Response: \_\_\_\_\_  
Date Superintendent/Designee Signature

**Step IV**

**I hereby request my grievance be forwarded to Step IV:**

Date: \_\_\_\_\_ Grievant's or Steward Signature: \_\_\_\_\_

Received by Board President/Designee: \_\_\_\_\_  
Date Board President/Designee Signature

**Arbitration (AAA)**

**The Union hereby request the grievance be forwarded to Arbitration.**

Date: \_\_\_\_\_ Union Signature \_\_\_\_\_

Received by Board/Designee: \_\_\_\_\_  
Date Board/Designee Signature

**Attachments may be included**

APPENDIX C

Bluffton Exempted Village Schools

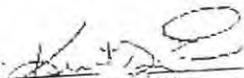
112 S. Jackson Street, Bluffton, Ohio 45817-3293  
(419)358-5901 FAX (419) 358-4671  
Rodney Russell, Superintendent  
Mrs. Paula M. Parish, Treasurer

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Agreement  
Bluffton Exempted Village Schools and OAPSE #395  
Offered by Board of Education per OAPSE Request  
6-23-05

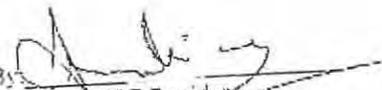
1. Short hour bargaining unit members wanting seasonal or casual work will have preference while school is in session.
2. Bargaining unit members will not exceed 8 hours per day or 40 hours per week in combining their bargaining unit work and the seasonal or casual work.
3. The Board of Education and OAPSE #395 agree seasonal and casual employees are not part of the bargaining unit.
4. The Board of Education and OAPSE #395 agree the pay for seasonal and casual workers will be determined by the Board of Education. Current rate is \$7.50 per hour.
5. Volunteers will be accepted for seasonal or casual work.
6. All grievances related to this topic will be withdrawn.

Bluffton Exempted Village  
Board of Education

By:   
Board President

Date: 7/13/05

OAPSE Local #395

By:   
OAPSE President

Date: 7-13-05

\*Per Board approval this rate was increased to \$9.00 per hour on April 21, 2014.

OAPSE AND  
LOCAL #395

By: Daryl Shields

Title: Union President

By: Tom Prowant

Title: VICE PRESIDENT

Date: 9-16-14

Ann Jones  
Treasurer

Robin McDowell  
Secretary

Ben Spatz  
OAPSE FR.

BLUFFTON EXEMPTED VILLAGE SCHOOL  
DISTRICT BOARD OF EDUCATION

By: Jeff Jones

Title: Superintendent

By: Renee K. Smith

Title: Board President

Date: 9/23/14

